

This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

Procedures for Addressing the Council

IN ORDER TO EXPEDITE CITY COUNCIL BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE COUNCIL FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE CITY CLERK PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE COUNCIL IN THE ABSENCE OF THE UNANIMOUS CONSENT OF THE COUNCIL.

AGENDA
ITEMS ON FILE FOR CONSIDERATION
AT THE SPECIAL MEETING OF
THE LYNWOOD CITY COUNCIL
TO BE HELD ON

AUGUST 16, 2016

COUNCIL CHAMBERS

11330 BULLIS ROAD, LYNWOOD, CA 90262
5:00 P.M.

EDWIN HERNANDEZ
MAYOR

AIDE CASTRO
MAYOR PRO-TEM

MARIA TERESA SANTILLAN-BEAS
COUNCILMEMBER

CITY MANAGER
J. ARNOLDO BELTRÁN

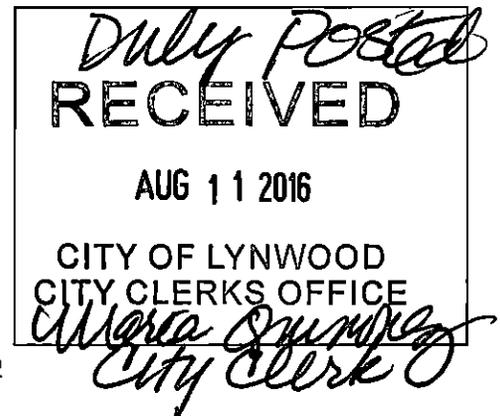
CITY CLERK
MARIA QUINONEZ

SALVADOR ALATORRE
COUNCILMEMBER

JOSE LUIS SOLACHE
COUNCILMEMBER

CITY ATTORNEY
DAVID A. GARCIA

CITY TREASURER
GABRIELA CAMACHO



OPENING CEREMONIES

1. CALL TO ORDER
2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK
3. ROLL CALL OF COUNCIL MEMBERS

Salvador Alatorre
Maria T. Santillan-Beas
Jose Luis Solache
Aide Castro
Edwin Hernandez

4. PLEDGE OF ALLEGIANCE
5. INVOCATION

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

EDWIN HERNANDEZ, MAYOR
AIDE CASTRO, MAYOR PRO TEM
SALVADOR ALATORRE, COUNCILMEMBER
MARIA T. SANTILLAN-BEAS, COUNCILMEMBER
JOSE LUIS SOLACHE, COUNCILMEMBER

CLOSED SESSION

6. CLOSED SESSION ITEMS

- A. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Haydee M. Sainz, Director of Human Resources and Risk Management

Employee Organization: LEA/AFSCME Local 1920
LEMG (Lynwood Employees Management Group)

- B. With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

1. Name of Case: Juan Figueroa vs. City of Lynwood
Case No. LAO 0700400023 ADJ4464259
Case No. LAO 0700100012 ADJ3984206
Case No. LAO 0700500007 ADJ4109904
2. Name of Case: Alfredo J. Lopez vs. City of Lynwood, Case No. BC517338

- C. With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Significant exposure to litigation pursuant to paragraph (1) of subdivision (d) of Section 54956.9:

1. Name of Case: Ledesma vs. City of Lynwood, Case No. BC566051
2. Name of Case: City of Gardena vs. Regional Water Quality Control Board – Los Angeles Region, et al., Case No. 30-2016-00833722-CU-WM-CJC (LA Superior Case No. BS156342)

- D. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: CalTrans No. 058165-01-01; CalTrans No. 058166-01-01;
07-FLA-105-22; 07-FLA-105-23; and 07-FLA-105-24

Agency Negotiator: J. Arnoldo Beltrán, City Manager

Negotiating Parties: CalTrans

Under Negotiation: Price and terms

ADJOURNMENT

THE NEXT REGULAR MEETING WILL BE HELD ON AUGUST 16, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.

This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

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AGENDA
ITEMS ON FILE FOR CONSIDERATION
AT THE REGULAR MEETING OF
THE LYNWOOD CITY COUNCIL
TO BE HELD ON

AUGUST 16, 2016

COUNCIL CHAMBERS

11330 BULLIS ROAD, LYNWOOD, CA 90262
6:00 P.M.

EDWIN HERNANDEZ
MAYOR

AIDE CASTRO
MAYOR PRO-TEM

MARIA TERESA SANTILLAN-BEAS
COUNCILMEMBER

CITY MANAGER
J. ARNOLDO BELTRÁN

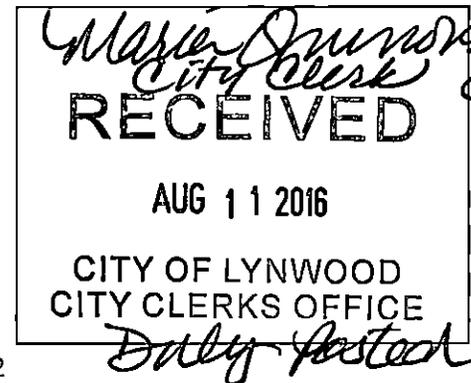
CITY CLERK
MARIA QUINONEZ

SALVADOR ALATORRE
COUNCILMEMBER

JOSE LUIS SOLACHE
COUNCILMEMBER

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DAVID A. GARCIA

CITY TREASURER
GABRIELA CAMACHO



OPENING CEREMONIES

1. CALL TO ORDER
2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK
3. ROLL CALL OF COUNCIL MEMBERS

Salvador Alatorre
Maria T. Santillan-Beas
Jose Luis Solache
Aide Castro
Edwin Hernandez

4. PLEDGE OF ALLEGIANCE
5. INVOCATION

6. PRESENTATIONS/PROCLAMATIONS
 - Business of the Month
 - Sheriff Captain Carter – Update on Law Enforcement Issues
 - City Council Members Reporting on Meetings Attended (Gov. Code Section 53232.3 (D)).
7. COUNCIL RECESS TO:
 - CITY OF LYNWOOD AS THE SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY
 - LYNWOOD UTILITY AUTHORITY

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

THIS PORTION PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS WITHIN THE JURISDICTION OF THE COUNCIL AND NOT LISTED ON THE AGENDA. IF AN ITEM IS NOT ON THE AGENDA, THERE SHOULD BE NO SUBSTANTIAL DISCUSSION OF THE ISSUE BY THE COUNCIL, BUT COUNCIL MAY REFER THE MATTER TO STAFF OR SCHEDULE SUBSTANTIVE DISCUSSION FOR A FUTURE MEETING. (The Ralph M. Brown Act, Government Code Section 54954.2 (a).)

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

EDWIN HERNANDEZ, MAYOR
AIDE CASTRO, MAYOR PRO TEM
SALVADOR ALATORRE, COUNCILMEMBER
MARIA T. SANTILLAN-BEAS, COUNCILMEMBER
JOSE LUIS SOLACHE, COUNCILMEMBER

PUBLIC HEARING

8. CONSIDERATION OF APPEAL NO. 2016-02 (CONDITIONAL USE PERMIT NO. 2016-04) 12622 LONG BEACH BOULEVARD, ASSESSOR'S PARCEL NUMBER: 6177-003-021, 036, 037 AND 039

Comments:

A Conditional Use Permit application (No. 2016-04) was received by the Planning Division on April 28, 2016 for the development of a 2,000 square foot drive-thru restaurant with associated on-site parking, landscaping and paving on a 20,952 square foot site located at 12622 Long Beach Boulevard. The site is located in the Long Beach Boulevard Specific Plan area. The property is zoned Medium Commercial (C-2A). Conditional Use Permits are reviewed by the Planning Commission and require a public hearing. (DCE)

Recommendation:

1. Deny the appeal and uphold the Planning Commission's July 12, 2016 decision. This decision will permit the applicant to operate the future Del Taco restaurant until 11:00 p.m. and the drive-thru service until 2:00 a.m., seven days a week; or
2. Amend the condition of approval restricting the hours of service.

CONSENT CALENDAR

All matters listed under the Consent Calendar will be acted upon by one motion affirming the action recommended on the agenda. There will be no separate discussion on these items prior to voting unless members of the Council or staff request specific items to be removed from the Consent Calendar for separate action.

9. APPROVAL OF THE WARRANT REGISTERS

Comments:

City of Lynwood warrant registers dated August 16, 2016 for FY 2015-2016 and FY 2016-2017. (FIN)

Recommendation:

Staff recommends that the City Council approve the warrant registers.

10. APPROVAL OF A 4TH AMENDMENT TO THE AGREEMENT FOR COX, CASTLE & NICHOLSON, LLP TO CONTINUE PROVIDING CONSULTING SERVICES REGARDING PROJECT-RELATED SOIL CONTAMINATION FOR THE LYNWOOD SUCCESSOR AGENCY

Comments:

The former Lynwood Redevelopment Agency ("Agency") engaged in environmental clean-up activities necessary to carry out and implement the Redevelopment Plan for Project Area "A and in implementing such Redevelopment Plan and the Implementation Plan, the Successor Agency to the former Redevelopment Agency (Agency) is desirous of continuing using the services of Cox, Castle & Nicholson, LLP ("CCN") to work with Agency Staff and Agency Counsel in compelling responsible parties in the Imperial Highway Brownfield Area and other projects to remediate contaminated properties. (DCE)

Recommendation:

Staff recommends that the Agency and City adopt the attached resolution entitled: "A JOINT RESOLUTION OF THE CITY OF LYNWOOD AND THE CITY OF LYNWOOD AS SUCCESSOR TO THE LYNWOOD REDEVELOPMENT AGENCY APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH COX, CASTLE & NICHOLSON, LLP FOR CONSULTING SERVICES REGARDING PROJECTS RELATED TO SOIL CONTAMINATION NOT TO EXCEED \$350,000, WHICH SERVICES ARE TO BE FUNDED BY THE LYNWOOD SUCCESSOR AGENCY THROUGH THE ROPS PROCESS."

11. APPROVAL OF A CONTRACT WITH JOHN L. HUNTER AND ASSOCIATES TO INSTALL GROUNDWATER MONITORING WELL, PREPARE GROUNDWATER INSTALLATION REPORT, PROVIDE PERIODIC GROUNDWATER MONITORING AND REPORTING, AND REPRESENT THE CITY WITH THE STATE WATER RESOURCES CONTROL BOARD (CIP NO. 4011.67.880)

Comments:

At one time the City had five (5) underground storage tanks at two facilities. Four (4) tanks are located at the City Hall North (a former Sheriff Station); two gasoline, one diesel and one waste oil; and one (1) gasoline tank located at the City's former garage. The State required removal of all underground storage tanks that did not meet current design standards. On December 15, 1998, all five underground storage tanks were removed. On

May 1, 2014, the Los Angeles Regional Water Quality Control Board (LARQWCB) directed the City to resume groundwater monitoring of the subject site. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING A CONTRACT WITH JOHN L. HUNTER AND ASSOCIATES TO INSTALL GROUNDWATER MONITORING WELL IF NEEDED, PREPARE GROUNDWATER INSTALLATION REPORT, PROVIDE PERIODIC GROUNDWATER MONITORING AND REPORTING, AND REPRESENT THE CITY WITH THE STATE WATER RESOURCES CONTROL BOARD (CIP NO. 4011.67.880) IN THE AMOUNT NOT TO EXCEED \$66,129."

12. REQUEST TO ISSUE REQUEST FOR PROPOSAL (RFP) FOR SENIOR CONGREGATE AND HOME DELIVERED MEALS SERVICE

Comments:

Since the inception of the Senior Nutrition Meals Program, the City of Lynwood through contracted services has provided congregate and home-delivered meals to seniors over the age of 60. This program is financed with Federal Older Americans Act (OAA) grant funds received from the California Department of Aging (CDA). Under this program, over 25,000 hot, nutritious lunches are prepared, delivered and served annually to Lynwood seniors. Congregate meals are served in the dining room of the Senior Center and home delivered meal service is provided to home-bound seniors in the service area of Lynwood. Human Services Association (HSA), is currently providing that service at noon-time, five days a week, Monday through Friday. Approximately 16,000 congregate meals and 9,000 home delivered meals were served during FY 2015-2016. The four year term contract with HSA is set expire on October 29, 2016. (REC)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE LYNWOOD CITY COUNCIL AUTHORIZING CITY STAFF TO RELEASE A REQUEST FOR PROPOSALS TO QUALIFIED VENDORS TO PROVIDE SENIOR CONGREGATE AND HOME-DLEIVERED MEAL SERVICES FOR THE CITY'S LYNWOOD SENIOR NUTRITION MEALS PROGRAM."

13. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL FOR A FIRM TO SERVE AS CONSTRUCTION MANAGER AND INTEGRATOR FOR THE CITY'S WATER PROJECTS

Comments:

The City Council approved three (3) Capital Improvement Projects to improve the City's water supply reliability and quality to meet demand: 1) Well 22, 2) SCADA, and 3) Well Site Improvements. The plans and specifications for these projects are being finalized by various consultants. These projects require integration during construction. Instead of hiring three separate construction managers and an integrator, staff recommends that the City Council approve to hire one firm to handle the integration of these projects and to serve as construction manager. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE CONSTRUCTON MANAGEMENT AND INTEGRATION SERVICES FOR THE

CITY'S WELL NO. 22 (CIP NO. 4011.67.894); SCADA (4011.67.897); AND WELL IMPROVEMENT (CIP NO. 4011.67.901) PROJECTS."

14. CONTRACT AMENDMENT FOR INFRASTRUCTURE ENGINEERS FOR CONSTRUCTION MANAGEMENT, INSPECTION AND ENGINEERING SERVICES FOR THE LONG BEACH BOULEVARD STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993

Comments:

On December 16, 2014, the City Council selected Infrastructure Engineers (I.E.) to perform construction inspection on Bradfield Avenue, Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue, Josephine Street, Louise Avenue and Los Flores Boulevard at a fee \$182,350.

As of this date, I.E. has completed construction inspection on Bradfield Avenue, Linden Street, Virginia Avenue, Elmwood Avenue. The inspection on Walnut Avenue, Redwood Avenue and Josephine Street has been performed by our in-house City Public Works Inspector, at the direction of the Public Works Director/City Engineer. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AMENDING EXISTING CONTRACT WITH INFRASTRUCTURE ENGINEERS IN THE AMOUNT NOT TO EXCEED \$181,760 FOR CONSTRUCTION MANGEMENT, INSPECTION AND ENGINEERING SERVICES FOR THE LONG BEACH BOULEVARD STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993, AUTHORIZING THE CITY MANAGER TO MAKE THE NECESSARY FUND APPROPRIATION AND AUTHORIZING MAYOR TO EXECUTE THE AGREEMENT."

15. ADOPTION OF PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE WISCONSIN AVENUE, SEQUOIA DRIVE, MICHIGAN AVENUE AND CORNISH AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.026

Comments:

On February 17, 2015, by Resolution No. 2015.031, the City Council approved Community Development Block Grant (CDBG) funding to design and construct four streets, Wisconsin Avenue, Sequoia Drive, Michigan Avenue, in the amount of \$280,000.

On August 19, 2015, staff released a Request for Proposal (RFP) to the pre-approved consulting firms for the design of Wisconsin Avenue from Long Beach Boulevard to State Street, Sequoia Drive from Long Beach Boulevard to State Street, Michigan Avenue from Long Beach Boulevard to State Street, and Cornish Avenue from Le Sage Street to Shirley Avenue. And on January 19, 2016, the City Council awarded the design services contract to Civil Source in the amount of \$44,600. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE WISCONSIN AVENUE, SEQUOIA DRIVE, MICHIGAN AVENUE AND CORNISH AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.026 AND AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO SOLICIT BIDS FOR STREET REHABILITATION".

16. CLAIM FOR DAMAGES BY ARTURO RAMOS

Comments:

On June 15, 2016, Mr. Ramos filed a claim for damages. He claims that on March 23, 2016, his department was re-located to another location within City Hall. On the date of the relocation, Mr. Ramos was absent. When he returned to work the next day, he found that his ear buds were missing. A search for the ear buds was unsuccessful. The claimant purchased the ear buds on December 27, 2015 in the amount of \$161.68. (HR)

Recommendation:

Staff recommends that the City Council pay the claim of Arturo Ramos v. City of Lynwood in the amount of \$161.68.

17. CLAIM FOR DAMAGES BY JOSE MONTES

Comments:

On June 27, 2016, Mr. Montes filed a claim alleging property damage due to a tree branch that fell on his vehicle on June 20, 2016. The vehicle a 1999 GMC Yukon sustained damage in the amount of \$1,907.33. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Jose Montes and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

18. CLAIM FOR DAMAGES BY DOUGLAS LIMA

Comments:

On February 22, 2016, Mr. Lima filed a claim alleging property damage due to a tree branch that fell on his vehicle (2013 Toyota Scion TC) on February 1, 2016. The location of the loss is 10760 San Miguel Avenue in Lynwood. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Douglas Lima and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

19. CLAIM FOR DAMAGES BY LUCIANO PEREZ

Comments:

On May 3, 2016, Mr. Perez filed a claim alleging property damage due to a tree branch that fell on his vehicle on December 24, 2015. The vehicle a 2008 Honda Civic sustained damage in the amount of \$1,775.28. (HR)

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Luciano Perez and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

20. CONTRACT AWARD FOR AVANT GARDE FOR FUNDING ADMINISTRATION AND LABOR COMPLIANCE SERVICES FOR LONG BEACH BOULEVARD PROJECT PHASE 1

Comments:

The Long Beach Boulevard Improvement Project, from Imperial Highway to Tweedy Boulevard, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Prop. C Funds and Federal funds, which are administered by L. A. Metro and Caltrans respectively.

On August 2, 2016, the City Council awarded a construction contract to Nobest Inc. for the Long Beach Boulevard phase 1, from Imperial Highway to Tweedy Boulevard with a total estimated construction budget of \$4,666,803.27. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDED A CONTRACT TO AVANT GARDE IN THE AMOUNT NOT TO EXCEED \$34,165 FOR FUNDING ADMINISTRATION AND LABOR COMPLIANCE SERVICES FOR THE LONG BEACH BOULEVARD PHASE 1 STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT".

21. CDBG STREET DESIGN CONTRACT AWARD BIRCH STREET, FIR STREET, LUGO AVENUE, PLATT AVENUE, BEECHWOOD AVENUE, LOUISE AVENUE AND NEVADA AVENUE, PROJECT NO. 4011.68.026

Comments:

On February 1, 2016, the City Council approved Community Development Block Grant (CDBG) funding to design and construct several streets, in the amount of \$629,983. The list includes Birch Street; from Platt Avenue to Fernwood Avenue, Walnut Avenue; from Spruce Avenue to Birch Street; Redwood Avenue; from State Street to Peach Street, Fir Street; from Fernwood Avenue to Walnut Avenue, Lugo Avenue; from Bullis Road to Spruce Avenue and Platt Avenue; from Birch Street to Fernwood Avenue.

In addition, on May 3, 2016 the City Council approved Community Development Block Grant funding to design and construct several streets, in the amount of \$670,000 for Beechwood Avenue; from Atlantic Avenue to Wright Road, Louise Avenue; from Monrovia Avenue to Long Beach Boulevard and Nevada Avenue; from Cedar Avenue to Josephine Street.

However, all the above streets required the installation of a new water main line, with the exception of Birch Street, which already has a newly installed water main line. As such, on June 7, 2016, staff released a Request for Proposal (RFP) to the pre-approved consulting firms for the design of the water lines and rehabilitation of the streets. (PW)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARING THE ENGINEERING DESIGN SERVICES CONTRACT FOR BIRCH STREET, FIR STREET, LUGO AVENUE, PLATT AVENUE, BEECHWOOD AVENUE, LOUISE AVENUE AND NEVADA AVENUE, PROJECT NO. 4011.68.026 TO CIVIL SOURCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS FROM THE UNAPPROPRIATED CDBG FUND AND THE WATER FUND".

NEW/OLD BUSINESS

22. AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING AND ADMINISTRATIVE CITATION PROCESSING SERVICES

Comments:

The agreement between the City of Lynwood ("City") and Phoenix Group Information Systems, ("Phoenix") was approved by City Council on November 20, 2012 via Resolution No. 2012.204. The agreement authorizes Phoenix to provide parking and administrative processing services to the City. The agreement commenced on February 1, 2013 and expired February 1, 2016, continuing on an uninterrupted month-to-month basis.

At the beginning of 2016, the Parking Enforcement & Animal Control Division was exploring the implementation of issuing electronic parking citations. The City had the intent to not extend the contract with Phoenix and rather enter into an agreement with a new vendor. However management changes created delays in obtaining equipment, scheduling training, and the determining a concrete launch date. This in combination with the City's priority to begin issuing electronic parking citations, staff ceased discussions with the potential new vendor. Phoenix was able to offer a smart phone based option with connectivity to a mobile Bluetooth printer that is worn on the belt of the Parking Enforcement Officer. Because of the expedited attention of Phoenix the City began issuing electronic parking on April 21, 2016.

Phoenix continues to provide parking and administrative citation processing services which are essential to the enforcement division of the Development, Compliance & Enforcement Services Department. This includes the processing of all parking, animal and code citations issued by officers. It also includes, the collections of funds, noticing of delinquent citations, collecting delinquent citations, communicating to the DMV and Franchise Tax Board (as it pertains to parking citations), and processing data collection.

Over the course of fiscal year 2015 Phoenix processed 13,987 parking citations, 201 late notices and 3,812 collections letters. In addition 342 administrative citations were issued, 124 final notices, and 15 collection letters. (DCE)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING AN AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING AND ADMINISTRATIVE CITATION PROCESSING SERVICES FOR THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT IN A FORM APPROVED BY THE CITY ATTORNEY THROUGH JUNE 30, 2018 AND FOR A NOT TO EXCEED AMOUNT OF \$80,000"

23. PROCURE AMERICA – PHASE II

Comments:

Procure America is partnered with the Independent Cities Association (ICA) and provides cost reduction services to members on a pure contingency basis. The telecommunications and document management review consists of deep analysis of contract terms, current operations and operational goals. Upon completion of reviews, Procure America provides a comprehensive report of each cost category. The telecommunications and document management reports include cost savings opportunities and recommendations to move forward. Procure America will receive 50% of any net savings realized.

On August 24, 2015, Council approved a cost reduction consulting services agreement with Procure America to provide audit services recommended by the Ad Hoc Audit Committee. On May 3, 2016, Council adopted a resolution directing and authorizing the City Manager to implement all cost-reduction recommendations from Procure America, resulting from their review of utility billings. Phase I, which was focused on the City's utility & treasury costs, has been completed. \$92,000 in estimated annual savings for utilities was identified and the rate changes to capture those savings are being implemented now. The treasury review did not find any savings as the City is currently receiving favorable rates and fee structures. Phase II will focus on the City's telecommunications (voice, data & mobile) and document management (printers, copiers and multi-functional printers. (CM/FIN)

Recommendation:

It is recommended that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO PROCEED WITH PHASE II OF THE COST REDUCTION SERVICES AND AUDITS PROVIDED BY PROCURE AMERICA".

24. APPROVAL OF BOND SALE PLAN FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A

Comments:

The Authority currently has outstanding its \$9,755,000 Lynwood Utility Authority Enterprise Revenue Bonds, 2008 Series A (the "2008 Bonds"), and its \$5,735,000 Lynwood Utility Authority Enterprise Refunding Revenue Bonds, 2009 Series A (the "2009 Bonds"). The bonds are eligible for refinancing, which will allow the City to reduce its annual debt service payments.

To carry out the refinancing (refunding), the City proposes to issue its Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A via a Public Sale. At present, considering current market rates and all fees and costs, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding. (FIN)

Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority approve Staff's proposed Bond Plan for the upcoming sale of the Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

ADJOURNMENT

THE NEXT REGULAR MEETING WILL BE HELD ON SEPTEMBER 6, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Erika Ramirez, Interim Director of Development, Compliance and Enforcement Services *ER*
Mike Poland, Planning Manager

SUBJECT: Consideration of Appeal No. 2016-02
(Conditional Use Permit No. 2016-04)
12622 Long Beach Blvd.
Assessor's Parcel Number: 6177-003-021, 036, 037 and 039.

Recommendation:

1. Deny the appeal and uphold the Planning Commission's July 12, 2016 decision. This decision will permit the applicant to operate the future Del Taco restaurant until 11 p.m. and drive-thru service until 2 a.m., seven days a week.

Or

2. Amend the condition of approval restricting the hours of service.

Background:

A Conditional Use Permit application (No. 2016-04) was received by the Planning Division on April 28, 2016 for the development of a 2,000 square foot drive-thru restaurant with associated on-site parking, landscaping and paving on a 20,952 square foot site located at 12622 Long Beach Boulevard. The site is located in the Long Beach Boulevard Specific Plan area.

The property is zoned Medium Commercial (C-2A). Conditional Use Permits are reviewed by the Planning Commission and require a public hearing.



On July 12, 2016, the Planning Commission discussed and approved Conditional Use Permit No. 2016-04. During its deliberation on the application the Planning Commission added three conditions of approval to address the public's concerns. The first condition added was to require a 6-foot high masonry wall be constructed along the Site's eastern property line between the project and the residential uses

The second condition added to the Planning Commission resolution required a 4-foot high masonry wall in the landscape bed, with enhanced shrubbery, behind the sidewalk running parallel to Orchard Avenue to partially screen the drive-thru area.

The third condition added to the project was to restrict the hours of operation. The applicant's request was to have the restaurant open until 11 p.m. and the drive-thru open 24-hours a day. In approving the Conditional Use Permit the Planning Commission conditioned the project's hours of operation as follows:

Restaurant	6 a.m. – 11 p.m.
Drive-thru	6 a.m. – 2 a.m.

The Commission's decision to restrict the hours came from input at the meeting of five (5) residents who live adjacent to the project site. In their comments to the Commission, these residents testimony principally concerned late-night loitering, speaker noise, increased crime and late-night traffic from patrons, and delivery vehicles.

A survey by staff found that there are no businesses of any type that are open 24-hours, which have frontage on Long Beach Boulevard, south of Interstate 105, within the boundaries of the City of Lynwood. However, there are a number of restaurants with 24-hour drive service that are located north of Interstate 105 and are adjacent or in close proximity to residential uses. These include Taco Bell, Winchell's Donuts, Jack-in-the-Box, Carl's Jr., McDonalds, Tom's Jr. and Lucy's.

Public Noticing:

Public notices were sent out in accordance with the City of Lynwood requirements. On August 5th a public hearing notice for the August 16th City Council meeting was published in the Daily Journal and another notice was sent out notifying all property owners with a 300 radius of the project site.

Appeal:

On July 19th an appeal of the Planning Commission's specific condition of approval restricting the hours of operation was filed by Armando Delgado, on behalf of Alex Meruelo Living Trust. The applicant agreed to comply with all of the other conditions of approval imposed by the Planning Commission. The appeal application is attached to this report. A summary of the reason listed in

the appeal application for why the applicant believes the Planning Commission decision was wrong in imposing the restricted hours of operation is noted below.

Applicant's Basis of Appeal

"The Applicant, Alex Meruelo Living Trust (Landlord) and Tentative Tenant, Del Taco, would like to appeal the decision of the City of Lynwood Planning Commission to approve the CUP No 2016-04 limiting the hours of Drive-Thru Operations to 2:00 am. Del Taco must have the approval from the City for 24-hour Drive-Thru hours of operations, in order to proceed with this reverse build to suit lease. It is our opinion that the Planning Commission did not fully consider the responses of the Landlord and/or Tenant pertaining to public security and noise; which addressed these concerns by stating that the property would be adequately lit and secured by sophisticated surveillance equipment. Del Taco, with the City's Planning Dept approval, designed the layout the building, drive-thru, landscaping and common areas in such a way that noise would be minimized by the strategic location of the speakers and lights, along with the construction of a 6 ft. block wall along the Eastern property line and the installation of shrubbery, trees and plants that help muffle automobile and customer noise.

Given that it was the City's Planning Commission's recommendation for approval of CUP 2016-04 as original applied for, including a 24-hour drive-thru, we respectfully request the City Council and Planning Commission to approve as submitted and recommended for approval.

If the CUP is not approved as submitted, the reverse build to suite lease will be nullified and all parties stand to suffer losses as a result; including sales taxes and increase property taxes to the City of Lynwood".

Summary/Conclusion:

The applicant for the proposed restaurant with a drive-thru was aware that a conditional use permit is required and that a public hearing by the Planning Commission would be conducted and that the public would be allowed to provide input at the required public hearing. Del Taco applied for the conditional use permit and went through a public review process through the Planning Commission, where all the facts of the application were considered and reviewed.

Fiscal Impact:

The cost of reviewing and processing this appeal was paid for by the applicant.

Coordinated With:

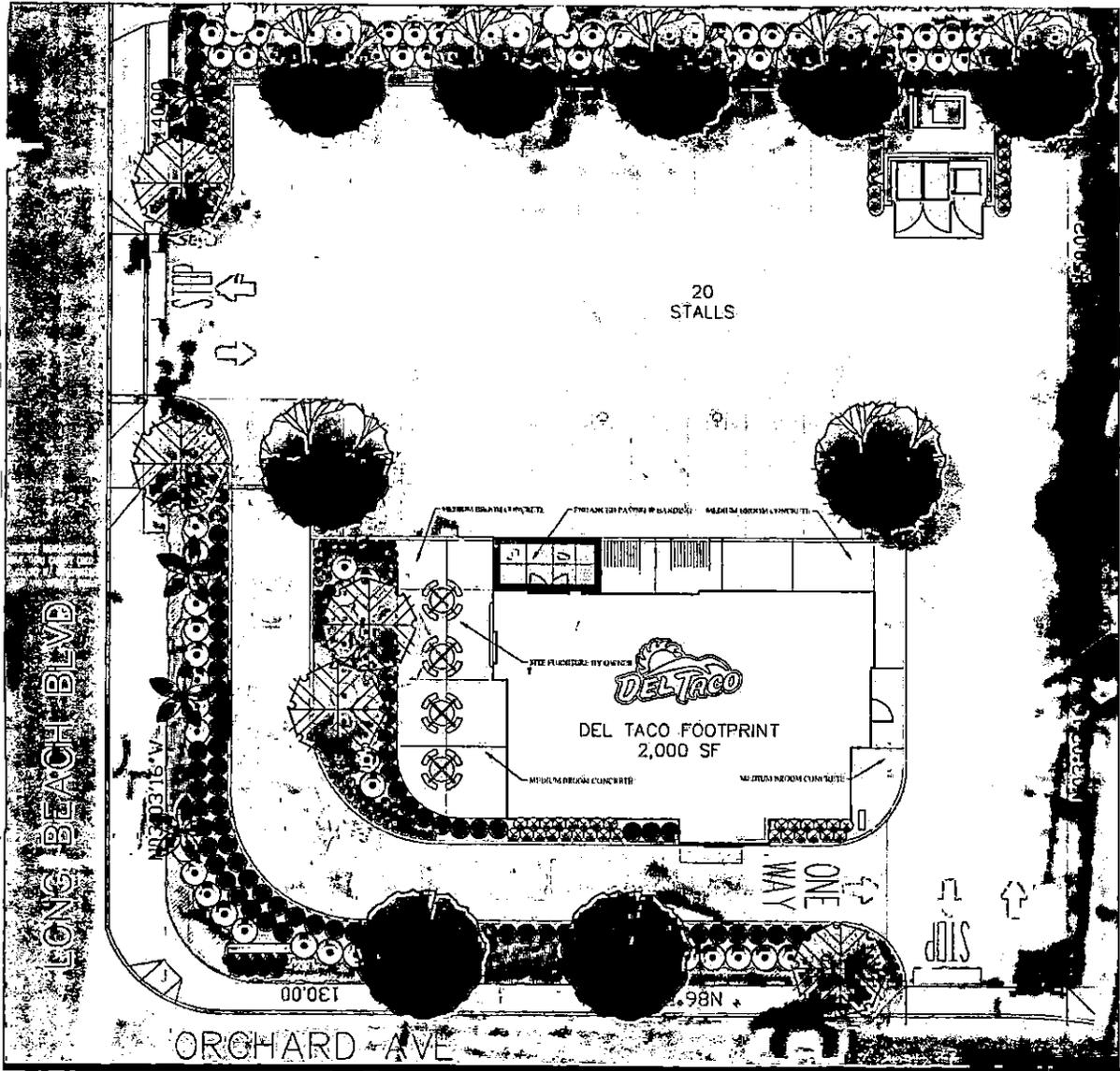
None

Attachments:

- A. Aerial Photograph of site and surrounding area.
- B. Site Plan
- C. Planning Commission staff report dated July 12, 2016
- D. Planning Commission resolution approved July 12, 2016
- E. Appeal from Armando Delgado, on behalf of Alex Meruelo Living Trust

ATTACHMENT A





PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
TREES					
[Symbol]	LADYSTROEMIA L. MARGUERITE	MUSKOGEE CRAWFORDS WATTLE	34" BOX MULTI	M	5
[Symbol]	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	12 B.T.F.	L	4
[Symbol]	GELKHA PARVIFLORA	AUSTRALIAN WILLOW	34" BOX STANDARD	L	1
[Symbol]	APPOSTEMON CONFERTIS	BRISBANE BOX	34" BOX STANDARD	M	2

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
SHRUBS & GROUNDCOVERS					
[Symbol]	STIPA TENUISSIMA	MEXICAN FEATHER GRASS	1 GAL.	L	150
[Symbol]	CISTUS X. 'PURPUREUS'	PURPLE ROCK ROSE	5 GAL.	L	100
[Symbol]	CALLISTEMON 'LITTLE JERRY'	DWARF BOTTLEBRUSH	13 GAL.	L	601
[Symbol]	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	1 GAL.	L	600' s.e.
[Symbol]	ROSMARINUS 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	1 GAL.	L	600' s.e.
[Symbol]	ACHILLEA M. 'PAPALKA'	PAPERBA COMMON YARROW	1 GAL.	L	50
[Symbol]	AGAVE P. VAR. 'TRUNCATA'	ARTICHOKE AGAVE	5 GAL.	L	50
VINES					
[Symbol]	BOUGARDVILLEA 'MARY PALMER'S ENCHANTMENT'	MARY PALMER'S ENCHANTMENT BOUGARDVILLEA	15 GAL.	L	4
[Symbol]	MACPADIYEMA UNICUS-CATI	CAT'S CLAW	15 GAL.	L	2

Prepared by:
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 email: jennifer@emeraldtdesign.com
 web: www.emeraldtdesign.com

Del Taco, LLC
 25521 Commercentre Drive
 Lake Forest, Ca.
 Tel. (949) 462-7308

Del Taco
 Lynwood, Ca.

0 5' 10' 15' 20' 25' 30' 35' 1/4"=1'-0"
Landscape Conceptual Plan
 Date: June 2016



City of **LYNWOOD**

A City Meeting Challenges

11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220



DATE: July 12, 2016

TO: Honorable Chair and Members of the Planning Commission

FROM: Erika Ramirez, Interim Director Department of Development,
Compliance and Enforcement Services
Karen Figueredo, Planning Associate

SUBJECT: Conditional Use Permit No. 2016-04 to allow the construction of a new restaurant with 24-hour drive-thru service. The property is located at 12622 Long Beach Boulevard in the C-2A (Medium Commercial) zone and within Village IV of the Long Beach Boulevard Specific Plan.

APPLICANT: Alex Meruelo Trust (Del Taco)

RECOMMENDED ACTION:

1. **DETERMINE** that Conditional Use Permit No. 2016-04 is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332-In-Fill Development.
2. **APPROVE** Resolution No. 3363 thereby approving Conditional Use Permit No. 2016-04 to allow the construction of a new restaurant with 24-hour drive-thru service on property located at 12622 Long Beach Boulevard.

RECOMMENDED ACTION

"I MOVE THAT THE CITY OF LYNWOOD PLANNING COMMISSION APPROVE RESOLUTION NO. 3363 BASED ON THE FINDINGS OUTLINED IN THE ATTACHED RESOLUTIONS".

PROJECT:

The applicant Alex Meruelo Trust is requesting that the Planning Commission consider and approve Conditional Use Permit No. 2016-04 to allow the

ATTACHMENT C

construction of a new 24-hour restaurant with drive-thru service. The property is located at 12622 Long Beach Boulevard, further described as Assessor's Parcel Number 6177-003-021,036, 037 and 039.

BACKGROUND:

The subject property is located in Village IV of the Long Beach Boulevard Specific Plan (LBBSP) and has a General Plan designation of Commercial. The site is approximately 20,952 sq. ft. in area and is vacant.

DISCUSSION

Table 3.F Customized Use List of the Long Beach Boulevard Specific Plan, identifies "Drive Thru" restaurants as conditionally permitted uses in Village No. IV.

The project involves the construction of a new 2,000 sq. ft. restaurant and related site improvements that include new landscaping, a trash enclosure and lighting. Per the Long Beach Boulevard Specific Plan (LBBSP), the applicant is required to provide twenty (20) parking spaces. The building includes a contemporary color palette and the use of quality architectural materials such as old country ledge, canvas awnings, metal coping and also stucco with heavy sand float and Monterey finish. The colors are Java, Humbled Gold, Chinese red, and Tatami Tan, all of which are consistent with the restaurants corporate image. The building measures approximately twenty three foot and six inches (23'-6") in height and the main entrance is located at the north side of the building.

The proposed restaurant meets the required development setbacks, landscape, parking and building height requirements. The proposed floor plan identifies kitchen and storage areas, a food service bar and a general seating area for patrons.

Following are the findings followed by staff determinations:

1. *That the proposed Conditional Use is consistent with the General Plan;*

The General Plan Land Use Map designation for the subject site is commercial and restaurants with drive-thru are conditionally permitted in commercial zones. Goal LU-2 of the City's General Plan requires the planning for a range of commercial sites that serve the needs of the community. A new restaurant with a drive-thru service lane will provide an additional dining option to those living, working and visiting the City of Lynwood. The project is located in the corner of Long Beach Boulevard and Orchard Avenue which will benefit the community because of the close proximity of schools, neighboring businesses and residents traveling to and from the City of Lynwood.

2. *That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures;*

The proposed restaurant and ancillary drive-thru service lane will not be detrimental to persons residing or working in the area as a result of placing conditions of approval on Conditional Use Permit No. 2016-04. In addition, the proposed construction will be plan-checked and inspected by the City's Building Division to ensure compliance with applicable Building and Safety Codes. Likewise, the item has been reviewed and approved by the Fire Department and ingress/ egress has been reviewed and approved by the City Engineer. Conditions of approval have been developed in order to mitigate any potential adverse impacts to the adjacent uses, the drive-thru is located at the south-west corner of the property away from residential area, artificial lighting will be installed to reflect away from adjoining properties, and the property will be maintain free of graffiti and loitering to preserve a positive image of the community.

3. *That the site for the proposed conditional use is of adequate size and shape to accommodate the use and buildings proposed;*

The subject property is adequate in size and shape to accommodate the conditionally permitted use. The site is approximately 20,952 sq. ft. in area and the proposed restaurant will be 2,000 sq. ft., which incorporates a drive-thru service lane. The drive-thru lane meets on-site vehicle circulation requirements in order to allow adequate egress and ingress into and out of the subject property. Ingress/ egress has been reviewed and approved by the City Engineer.

4. *That the proposed conditional use complies with all applicable development standards of the zoning district;*

The Applicant's request complies with all applicable development standards established for Village No. IV of the Long Beach Boulevard Specific Plan, particularly with regards to observing parking requirements, landscaping requirements, building height, and building setbacks.

5. *That the proposed conditional use observes the spirit and intent of this Zoning Code.*

The construction of a new restaurant with a drive-thru service lane observes the spirit and intent of the Long Beach Boulevard Specific Plan. The current site is vacant and undeveloped; the proposed restaurant will assists in developing a streetscape design that creates a sense of place and positive identity as required by the goals and objectives of the Long Beach Boulevard Specific Plan.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

1. DETERMINE That Conditional Use Permit No. 2016-04 is Categorical Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332-In-Fill Development.
2. APPROVE Resolution No. 3363 thereby approving Conditional Use Permit No. 2016-04 to allow the construction of a new restaurant with 24-hour drive-thru service on the property located at 12622 Long Beach Boulevard.

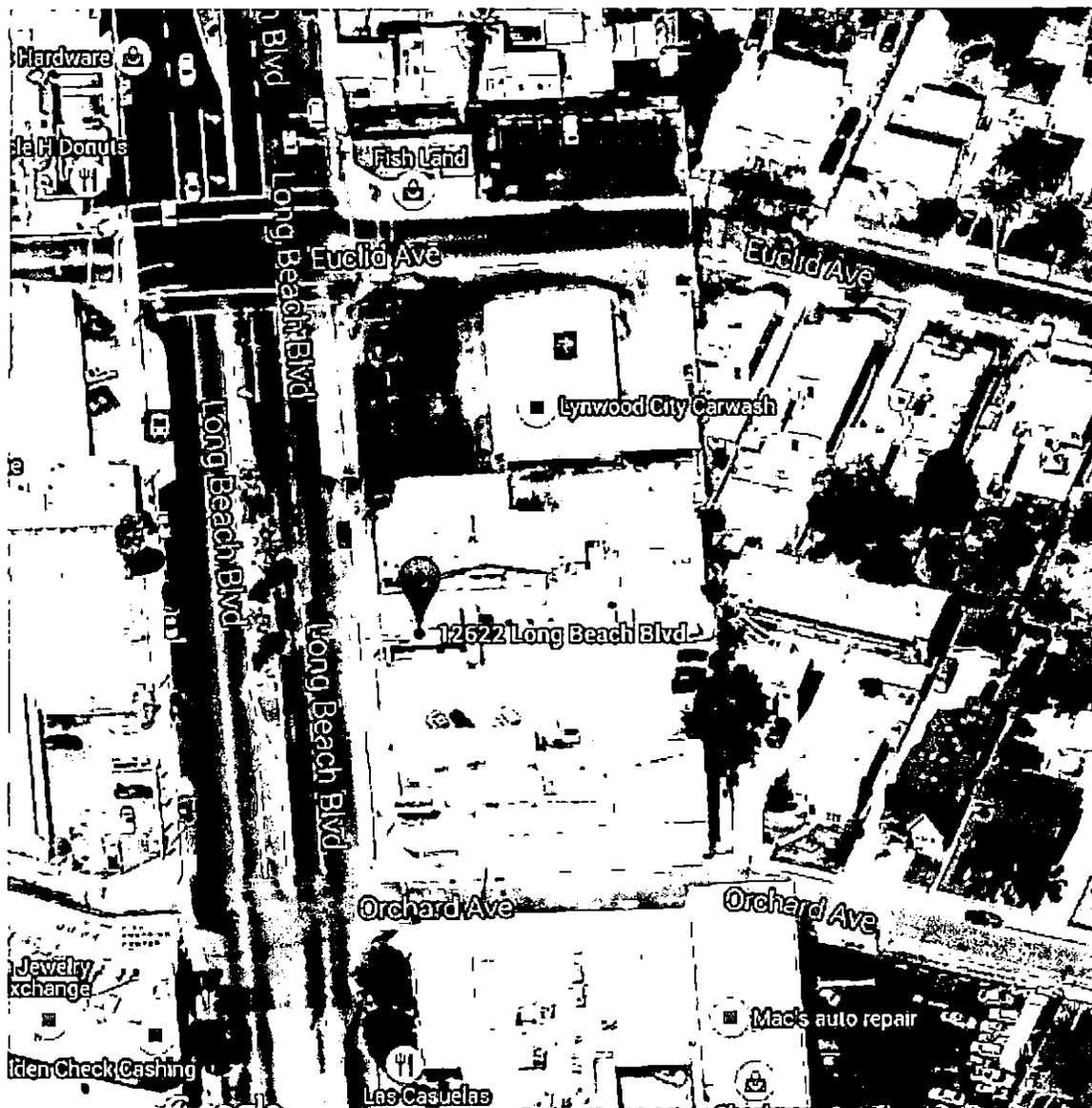
ATTACHMENTS:

LOCATION MAP
AERIAL PHOTO
RESOLUTION No. 3363

LOCATION MAP (CUP 2016-04)



**AERIAL PHOTO
(CUP 2016-04)**



RESOLUTION NO. 3363

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LYNWOOD APPROVING CONDITIONAL USE PERMIT NO. 2016-04 TO ALLOW A NEW RESTAURANT WITH A 24-HOUR DRIVE-THRU SERVICE ON PROPERTY LOCATED AT 12622 LONG BEACH BOULEVARD, ASSESSOR'S PARCEL NUMBER 6177-003-021, 036, 037 AND 039 IN THE C-2A (MEDIUM COMMERCIAL) ZONE AND WITHIN VILLAGE IV OF THE LONG BEACH BOULEVARD SPECIFIC PLAN, CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BE IT RESOLVED by the Planning Commission of the City of Lynwood as follows:

A. Recitals

(i) Alex Meruelo Trust, property owner, 12622 Long Beach Boulevard, Lynwood, CA 90262 has filed an application for issuance of Conditional Use Permit No. 2016-04 to allow the construction of a new restaurant with a 24-hour drive-thru service at 12622 Long Beach Boulevard, Lynwood, California 90262 (APN: 6177-003-021, 036, & 037) in the County of Los Angeles. Hereinafter in this Resolution, the subject Conditional Use Permit request is referred to as the "application". This resolution supplements any previous approvals for this location.

(ii) On July 12, 2016, this Planning Commission conducted a duly noticed public hearing on the application and concluded said hearing prior to the adoption of this Resolution.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, it is found, determined and resolved by the Planning Commission of the City of Lynwood as follows:

A. The Planning Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

B. Based upon substantial evidence presented to this Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, and development plans approved July 12, 2016, this Planning Commission hereby specifically finds as follows:

1. *That the proposed Conditional Use is consistent with the General Plan;*

The General Plan Land Use Map designation for the subject site is commercial and restaurants with a drive-thru is conditionally permitted in commercial zones. Goal LU-2 of the City's General Plan requires the planning for a range of commercial sites that serve the needs of the community. A new restaurant with a drive-thru service lane will provide an additional dining option to those living, working and visiting the City of Lynwood. The project is located in the corner of Long Beach Boulevard and Orchard Avenue which will benefit the community because of the close proximity of schools, neighboring businesses and residents traveling to and from the City of Lynwood.

2. *That the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and that the use will not adversely affect or be materially detrimental to these adjacent uses, buildings, or structures;*

The proposed restaurant and ancillary drive-thru service lane will not be detrimental to persons residing or working in the area as a result of placing conditions of approval on Conditional Use Permit No. 2016-04. In addition, the proposed construction will be plan-checked and inspected by the City's Building Division to ensure compliance with applicable Building and Safety Codes. Likewise, the item has been reviewed and approved by the Fire Department and ingress/ egress has been reviewed and approved by the City Engineer. Conditions of approval have been developed in order to mitigate any potential adverse impacts to the adjacent uses, the drive-thru is located at the south-west corner of the property away from residential area, artificial lighting will be installed to reflect away from adjoining properties, and the property will be maintain free of graffiti and loitering to preserve a positive image of the community.

3. *That the site for the proposed conditional use is of adequate size and shape to accommodate the use and buildings proposed;*

The subject property is adequate in size and shape to accommodate the conditionally permitted use. The site is approximately 20,952 sq. ft. in area and the proposed restaurant will be 2,000 sq. ft., which incorporates a drive-thru service lane. The drive-thru lane meets on-site vehicle circulation requirements in order to allow adequate egress and ingress into and out of the subject property. Ingress/ egress has been reviewed and approved by the City Engineer.

4. *That the proposed conditional use complies with all applicable development standards of the zoning district;*

The Applicant's request complies with all applicable development standards established for Village No. IV of the Long Beach Boulevard Specific Plan, particularly with regards to observing parking requirements, landscaping requirements, building height, and building setbacks.

5. *That the proposed conditional use observes the spirit and intent of this Zoning Code.*

The construction of a new restaurant with a drive-thru service lane observes the spirit and intent of the Long Beach Boulevard Specific Plan. The current site is vacant and undeveloped; the proposed restaurant will assist in developing a streetscape design that creates a sense of place and positive identity as required by the goals and objectives of the Long Beach Boulevard Specific Plan.

C. In view of all the evidence and based on the foregoing findings and conclusions, the Planning Commission approves Conditional Use Permit No. 2016-04 subject to the following conditions:

1. The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court cost or any other cost arising out of or in any way related to the issuance of this Conditional Use Permit, or the activities conducted pursuant to this Conditional Use Permit. Accordingly, to the fullest extent permitted by law, Alex Meruelo Trust, (Del Taco) and its representative(s), or its successors shall defend, indemnify and hold harmless the City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitrations proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of the Conditional Use Permit, or the activities conducted pursuant to this Conditional Use Permit. Alex Meruelo Trust, and its representative(s), or its successors shall pay such obligations as they incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.
2. The subject property shall be maintained and operated in full compliance with the conditions of this approval and any law, statute, ordinance or other regulations applicable to any development or activity on the subject property. Failure of the applicant or its successors to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of the conditions of approval may result in the revocation of this approval.
3. The City reserves the right to further review of the Conditional Use Permit and conditions of approval should complaints be received from adjacent residents/tenants or should the number of incidents reported to the sheriff's Department exceed the number expected in this type of development.

4. The project shall comply with all regulations of the Lynwood Municipal Code, the California Building Code, the Los Angeles County Fire Code, other City Departments and applicable State and Federal regulations.
5. Any subsequent modification of the subject site or structures thereon shall be first reported to the Department of Development, Compliance and Enforcement Services, Planning Division, for review.
6. Conditions of approval shall be printed on the first page of plans submitted to the Building and Safety Division for plan-check.
7. Prior to plan-check submittal, the applicant shall sign a Statement of Acceptance stating that they have read, understand, and agree to all conditions of this approval prior to issuance of any building permits.
8. Prior to permit issuance, the applicant shall pay all City of Lynwood fees including Development Impact fees and Art in Public Places fees.
9. The Conditional Use Permit approval shall lapse and become void one (1) year from the date (July 12, 2016) of this approval unless all conditions of said permit are met and a building permit is issued or substantial progress has been made toward establishing this use.
10. All appeals must be brought within ten (10) working days of the date of the final action by the Planning Commission. Persons filing the appeal must submit application and pay a fee of \$920.26.
11. The Project shall be in substantial compliance with plans approved by the City of Lynwood Planning Commission on July 12, 2016 and on file in the Department of Development, Compliance, & Enforcement Services, Planning Division.
12. Exterior menu boards and related drive-thru equipment shall be positioned in a manner as to minimize noise and light emissions from adjacent properties.
13. All required parking areas shall be designated and have bumper guards per the approved plan and such parking areas shall be well lighted and secure as to prevent loitering and public nuisances.
14. There shall be no outside storage of materials or equipment of any kind once the certificate of occupancy is issued.
15. The applicant shall maintain all exterior lighting within the subject property, any artificial lighting shall be installed to reflect away from adjoining properties.
16. The applicant shall post signs within and around the subject property stating that "Loitering is strictly prohibited".

17. The petitioner(s) shall be responsible for maintaining the premises free of graffiti. Any graffiti must be removed within 24 hours of its appearance.
18. Window displays must be kept to a minimum to allow for maximum visibility and shall not exceed 25 percent of window coverage.
19. The installation of flags, A-frames or painted signs on the subject property is prohibited.
20. Any proposed subsequent modification of the Project site, structures thereon or hours of operation shall be first reported to the Department of Development, Compliance & Enforcement Services for review and written approval of said modifications prior to any modification.
21. Failure to abide by and faithfully comply with any and all conditions attached to this approving action shall constitute grounds for the revocation of said action by the Lynwood Planning Commission
22. At no time shall the restaurant serve food to more than 16 seats for outdoor eating.
23. The trash enclosure shall comply with the City of Lynwood Development Standards and shall have a roof or trellis to prevent contaminants from washing into the storm drain system. The lowest part of the roof cannot be lower than 9 feet high The roof shall extend past any open sides Additionally the roof shall not overhang the front gate so that the garbage trucks can access the bins.
24. A six (6) foot high CMU block wall shall be constructed on the easterly property line. The exact location and design shall be subject to the review and approval of the Planning Division.
25. A four (4) foot high CMU block wall shall be constructed behind the dedication area, adjacent to Orchard Avenue. The exact location and design shall be subject to the review and approval of the Planning and Engineering Divisions.
26. The hours of operation shall require the inside restaurant area to be closed at 11:00 P.M. and the drive-thru shall cease operation at 2:00 A.M., Sunday thru Saturday.

Building & Safety Division

27. All construction shall meet or exceed the minimum building standards that are referenced in the following codes.
 - The California Building Code - 2014 edition;
 - The California Plumbing Code - 2014 edition;

- The California Mechanical Code - 2014 edition;
- The Los Angeles County Fire Code – 2014 edition;
- The California Electrical Code – 2014 edition;

In cases where the provisions of the California Building Code, the City of Lynwood Municipal Code, or the plans or specifications in these plans may conflict, the more restrictive provisions shall govern.

Department of Public Works

28. A permit from the Engineering Division is required for all off-site improvements.
29. No final sign off shall be given until all conditions of approval from the Public Works Department have been completed.
30. THE FOLLOWING CONDITIONS SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF A GRADING PERMIT.
 - 30.1 Submit a Rough Grading Plan.
 - 30.2 Submit a Precise Grading Plan.
 - 30.3 Submit a Geotechnical Engineer's report.
 - 30.4 Lot Merger of four (4) Lots is required.
 - 30.5 Submit a copy of property deed or recent title report to the Department of Public Works/Engineering Division.
 - 30.6 Provide an offer of dedication of 1.5 feet wide strip of property along 12622 Long Beach Boulevard, 3 feet wide strip of property along 12626 Long Beach Boulevard, and per Legal Description dated July 27, 2015, dedication shall show on the grading plan.
 - 30.7 Submit a grading plan prepared and signed by a registered Civil Engineer. Grading plan will be checked by the Department of Public Works/Engineering Division. No building permits will be issued prior to the approval of the grading plan by the City Engineer. (See Engineering Division for standard plan requirements)
31. THE FOLLOWING CONDITIONS SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUING A BUILDING PERMIT.
 - 31.1 Submit a Rough Grade Certificate signed by a registered Civil Engineer.

- 31.2 Submit an approved grading plan by Department of Public Works/City Engineer. No building permits will be issued prior to the approval of the grading plan.
- 31.3 This project is subject to the City of Lynwood's Construction and Demolition Ordinance. Determination shall be made upon submittal of the project's cost estimate to the Department of Public Works. Building permits and/or demolition permits shall not be issued until developer/project owner contacts the Department of Public Works, Engineering Division.

32. THE FOLLOWING CONDITIONS SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUING THE CERTIFICATE OF OCUPANCY

- 32.1 Reconstruct full width of sidewalk along: Orchard Avenue. Per S.P.P.W.C. STD. DWG. 113-2.
- 32.2 Reconstruct full width of sidewalk along: Long Beach Boulevard, Per S.P.P.W.C. STD. DWG. 113-2.
- 32.3 Reconstruct damaged PCC Cross Gutter per S.P.P.W.C. STD. DWG. 122-2 at intersection of: Orchard Avenue and Long Beach Boulevard.
- 32.4 Reconstruct damaged and substandard drive approach per S.P.P.W.C. STD. DWG. 110-2 TYPE A (to be used for ingress and egress as shown on the site plan).
- 32.5 Construct one (1) new drive approach per S.P.P.W.C. STD. DWG. 110-2 TYPE A and as directed by the City Engineer. (to be used for ingress and egress as shown on the site plan).
- 32.6 Reconstruct one (1) wheelchair ramp at: N/E corner of Long Beach Boulevard and Orchard Avenue.
- 32.7 On Orchard Avenue, replace AC pavement to 25' east of edge of cross gutter, grind pavement 1.5" per City Engineer request. Pavement striping shall be replaced when applicable and per City instructions.
- 32.8 Construct ten (10) foot wide planter to separate the sidewalk from the parking lot.
- 32.9 Connect to public sewer. Each building shall be connected separately. Construct laterals as necessary. Minimum size required is six (6) inches when connecting to an existing lateral, a City approved contractor shall verify the size of such lateral and shall provide proof of its integrity by providing a video tape of the lateral to the Department of Public Works/

Engineering Division. Videotaping and verification of sewer later size and conditions must be done in the presence of a City Engineer /inspector. Any and all existing sewer laterals less than six (6) inches in diameter shall be abandoned at the property line per City instructions.

- 32.10 Plant one (1) thirty six inch (36") box street tree(s) per S.P.P.W.C. standards along: Long Beach Boulevard, Species to be determined by Public Works. A permit to install the trees is required by the Engineering Division. Exact location and species of the trees will be determined at the time the permit is issued.
- 32.11 Construct tree well cover per S.P.P.W.C. standards for existing and proposed street trees.
- 32.12 Underground all new utilities.
- 32.13 Underground existing utilities if any modifications are proposed for the electrical service panel.
- 32.14 All Edison vaults and structures shall be per SCE instructions.
- 32.15 All required water meters, meter service changes and/or fire protection lines shall be installed by the developer. The new water meter shall be Automatic Meter reading type (Smart Meter). That offers pulse output or a radio interface, and shall be approved by the Department of Public Works prior to installation. Each building shall be connected separately. The work shall be performed by a licensed contractor hired by the developer. The contractor must obtain a permit from the Department of Public Works /Engineering Division prior to performing any work. Any and all existing water service lines less than one (1) inch in diameter shall be abandoned at the water main line per City instructions. Each building/tenant shall have its own water service/meter.
- 32.16 Comply with NPDES, storm water and LID requirements. This development is subject to the City's Standard Urban Stormwater Mitigation Plan Ordinance (SUSMP). Pursuant to Section 14.13 of the City of Lynwood Municipal Code relating to the control of pollutants carried by stormwater runoff, structural and/or treatment control best management practices (BMP's); A maintenance agreement for the Standard Urban Stormwater Mitigation Plan (SUSMP) shall be signed by the owner (s) and submitted to the Department of Public Works/Engineering Division, prior to issuance of a building permit.

Fire Prevention

33. Review and approval by the County of Los Angeles Fire Department Fire Prevention Engineering Section Building Plan Check Unit may be required for this project prior to building permit issuance. Contact the Fire Prevention Engineering Section Plan Check office checked below for specific submittal requirements for this project.

Fire Prevention Commerce Office
5823 Rickenbacker Road
Commerce, CA 90040
(323) 890-4125

34. Final approvals from the Los Angeles County Fire Department must be obtained prior to issuance of any building permits.

APPROVED this 12th day of July 2016 by members of the Planning Commission, voting as follows:

AYES: BATTLE, LANDEROS, YOUNGER, WEST
NOES: NONE
ABSENT: CASANOVA
ABSTAIN: NONE

Kenneth West, Vice-Chairperson
Planning Commission

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Erika Ramirez, Interim Director
Department of Development,
Compliance and Enforcement Services

David A. Garcia, City Attorney
Planning Commission Counsel

RECEIVED

JUL 19 2016



CITY OF LYNWOOD

CITY OF LYNWOOD
CLERKS OFFICE

APPEAL APPLICATION

This application is to be used for any appeals authorized by the Lynwood Municipal Code (LMC) for discretionary actions administered by the Department of Development, Compliance and Enforcement Services/Planning Division

1. APPELLANT BODY/CASE INFORMATION

Appellant Body

- Planning Commission
- Director of Development

Regarding Case Number: CUP 2016-04

Project Address: 12622 LONG BEACH BLVD., LYNWOOD, CA

Final Date to Appeal: JULY 21, 2016

- Type of Appeal: Appeal by Applicant/Owner
 Appeal by a person, other than the Applicant/owner, claiming to be aggrieved

2. APPELLANT INFORMATION

ARNANDO DELGADO, on behalf of:

Appellant's name (print): ALEX MERUELO LIVING TRUST

Company: ALEX MERUELO LIVING TRUST

Mailing Address: 9550 FIRESTONE BLVD. #105

City: DOWNEY State: CA Zip: 90241

Telephone: (562) 745-2311 E-mail: adelgado@meruelogroup.com

- Is the appeal being filed on your behalf or on behalf of another party, organization or company?

Self Other: Del Taco

- Is the appeal being filed to support the original applicant's position?

Yes No

3. REPRESENTATIVE/AGENT INFORMATION

Representative/Agent name (print): ARMANDO DELGADO, VP of Real Estate

Company: MERUELO GROUP

Mailing Address: 9550 FIRESTONE BLVD. #105

City: DANNEN State: CA Zip: 90241

Telephone: (662) 745-2311 E-mail: adelgado@meruelogroup.com

4. JUSTIFICATION/REASON FOR APPEAL

Is the entire decision, or only parts of it being appealed? Entire Part

Are specific conditions of approval being appealed? Yes No

If Yes, list the condition(s) here: Limited hours of drive-thru operation 2:00 am

Attach a separate sheet providing your reasons for the appeal. Your reason must state:

- The reason for the appeal
- How are you aggrieved by the decision
- Specifically the points at issue
- Why you believe the decision-maker erred or abused their discretion

5. APPLICANT'S AFFIDAVIT

I certify that the statements contained in this application are complete and true:

Applicant Signature: [Signature], VP of Real Estate

Date: 7/14/16

6. FILING REQUIREMENTS/ADDITIONAL INFORMATION

- A Filing Fee must be paid at the time of the appeal per the Lynwood Municipal Code Master Fee Schedule.
- All appeals requiring public noticing per the applicable Lynwood Municipal Code section(s). Contact the Planning Division for specific requirements.

Conditional Use Permit No. 2016-04

Planning Commission Resolution No. 3363

Reasons for Appeal:

The Applicant, Alex Meruelo Living Trust (Landlord) and Tentative Tenant, Del Taco, would like appeal the decision of the City of Lynwood Planning Commission to approve the CUP No 2016-04 limiting the hours of Drive-Thru Operations to 2:00 am. Del Taco must have the approval from the City for 24-hour Drive-Thru hours of operations, in order to proceed with this reverse build to suit lease. It is our opinion that the Planning Commission did not fully consider the responses of the Landlord and/or the Tenant pertaining to public security and noise; which addressed these concerns by stating that the property would be adequately lit and secured by sophisticated surveillance equipment. Del Taco, with the City's Planning Dept. approval, designed the layout the building, drive-thru, landscaping and common areas in such a way that noise would be minimized by the strategic location of the speakers and lights, along with the construction of a 6 ft. block wall along the Eastern property line and the installation of shrubbery, trees and plants that help muffle automobile and customer noise.

Given that it was the City's Planning Commission's recommendation for approval of CUP 2016-04 as original applied for, including a 24-hour drive-thru, we respectfully request the City Council and Planning Commission to approve as submitted and recommended for approval.

If the CUP is not approved as submitted, the reverse build to suit lease will be nullified and all parties stand to suffer losses as a result; including sales taxes and increased property taxes to the City of Lynwood.



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JB*

PREPARED BY: Amanda Hall, Director of Finance *AH*
Lilly Hampton, Accounting Technician *LH*

SUBJECT: Approval of the Warrant Registers

Recommendation:

Staff respectfully recommends that the Lynwood City Council approve the warrant registers dated August 16, 2016 for FY 2015-2016 and FY 2016-2017.

-----Attached Warrant Registers dated August 16, 2016-----



FY-2015-2016
Void-Check Listing
City of Lynwood

Bank code: apbank

Void Check #	Date	Vendor	Status	Clear/Void Date	Reason-Void/Re-issue Ck#	Inv. Date	Amount Paid	Check Total
184218	06/21/2016	000300 BUBBS HARDWARE		06/30/2016	STALE DATED 184788	04/21/2016	43.55	
			V	06/30/2016	28	05/17/2016	14.03	
			V	06/30/2016	27	05/16/2016	12.28	
			V	06/30/2016	29	05/26/2016	5.68	
			V	06/30/2016	06	06/06/2016	3.26	78.80
184231	06/21/2016	006281 PROFESSIONAL		06/30/2016	STALE DATED 184795	05/27/2016	10,990.43	
			V	06/30/2016	IN000073928	05/23/2016	10,977.30	
			V	06/30/2016	IN000074281	05/27/2016	2,103.18	
			V	06/30/2016	IN000074328	05/31/2016	1,764.60	
			V	06/30/2016	IN000073929	05/23/2016	787.50	
			V	06/30/2016	IN000074282	05/27/2016	647.50	
			V	06/30/2016	IN000074329	05/31/2016	262.50	
			V	06/30/2016	IN000074381	05/23/2016	245.00	
			V	06/30/2016	IN000073930	05/23/2016	210.00	27,988.01
184374	06/22/2016	005344 AT&T MOBILITY		06/30/2016	STALE DATED 184780	05/31/2016	2,805.84	
			V	06/30/2016	X06082016-A	05/31/2016	552.07	3,357.91
184467	07/05/2016	002598 MAYFIELD BUS LINES		07/28/2016	STOLEN MAIL 184754	06/22/2016	800.00	
			V	07/28/2016	52116	05/24/2016	700.00	
			V	07/28/2016	61516	06/22/2016	375.00	1,875.00
184601	07/19/2016	010004 OSCAR PEREZ		08/03/2016	WRONG PAYEE 184767	06/28/2016	41.00	41.00
184670	08/02/2016	007129 CODE PUBLISHING		08/10/2016	SPOILED CHECK	06/02/2016	155.40	
			V	08/10/2016	B2897159	06/30/2016	130.20	285.60
							apbank Total:	33,626.32
6 checks in this report							Total Checks:	33,626.32

FY-2015-2016

Electronic Financial Transaction List
City of Lynwood

vchlist
08/10/2016 8:18:36AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1002437	6/15/2016	001357	EMPLOYMENT DEVELOPMENT DEPT.	L1802779584	PAYROLL-LIABILITY EMPLOYMENT TAX-12/2015	
					1011.20117	396.44
					1011.30.270.67950	64.50
					Total :	460.94
1002440	6/30/2016	000124	CITY OF LYNWOOD	28015	VOID-MEDICAL MILEAGE-6/2016	
					7151.35.345.67411	-4.35
				28889	VOID-TEMPORARY DISABILITY-6/2016	
					7151.35.345.67409	-64.28
				30114-30199	WORKER'S COMP REPLENISHMENT-6/2016	
					7151.35.345.67407	4,060.67
					7151.35.345.67408	390.00
					7151.35.345.67411	2,400.00
					7151.35.345.67409	137.32
					7151.35.345.67411	119.77
					7151.35.345.67408	8,472.90
					7151.35.345.67411	985.00
					7151.35.345.67409	4,480.00
					7151.35.345.67411	460.95
					7151.35.345.67408	1,421.94
					7151.35.345.67409	64.28
					7151.35.345.67411	185.00
					7151.35.345.67408	4,375.00
				331-430-531-2016	WORKER'S COMP REPLENISHMENT-3/2016-5/2016	
					7151.35.345.67409	-1,416.05
					7151.35.345.67410	80,000.00
					Total :	106,068.15
1002468	6/30/2016	009720	CITY OF LYNWOOD	1237-1246	LIABILITY CLAIMS ACCOUNT-6/2016	
					7151.35.350.67411	190.00
					7151.35.350.67407	26,799.47
					7151.35.350.67408	2,883.00
					7151.35.350.67411	280.00
					Total :	30,152.47
3 Vouchers for bank code : apbank						Bank total : 136,681.56

Electronic Financial Transaction List
City of Lynwood

vchlist
08/10/2016 9:39:24AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
1002439	7/8/2016	000053 CALPERS	2053		MEDICAL PREMIUM-7/2016		
					1011.20140	145,561.48	
					7151.35.355.64012	36,937.49	
					7151.35.355.64399	627.40	
					Total :	183,126.37	
1002467	7/19/2016	000053 CALPERS	100000014776263		DELINQUENT PAYROLL-6/2016		
					1011.30.270.67950	200.00	
			100000014785806		DELINQUENT PAYROLL-6/2016		
					1011.30.275.67950	200.00	
					Total :	400.00	
2 Vouchers for bank code : apbank						Bank total :	183,526.37
2 Vouchers in this report						Total vouchers :	183,526.37

FY-2015-2016
 Prepaid-Check List
 City of Lynwood

vchlist
 07/28/2016 3:29:47PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184754	7/28/2016	002598 MAYFIELD BUS LINES	52116		BUS TRANSPORTATION SERVICE-5/2016		
				08-003138	1011.60.710.67250	700.00	
			61516		BUS TRANSPORTATION SERVICE-6/2016		
				08-003138	1011.60.710.67250	375.00	
			61816		BUS TRANSPORTATION SERVICE-6/2016		
				08-003138	1011.60.710.67250	800.00	
					Total :	1,875.00	
1 Vouchers for bank code : apbank						Bank total :	1,875.00
1 Vouchers in this report						Total vouchers :	1,875.00

FY-2015-2016
Prepays-Check List
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184755	8/1/2016	001987 DISTRICT OF SOUTHERN CALIF., WATER	001987053116	06-005887	GROUND WATER PRODUCTION-5/2016 6051.45.450.67415	105,425.99
Total :						105,425.99
184756	8/1/2016	004854 PETTY CASH- FINANCE	004854062916		REPLENISHMENT-3/28/2016-6/29/2016 4011.67.988.64399 6051.45.450.67950 1011.65.290.65020 1011.30.275.65020 6051.45.450.65020 1011.65.290.65020	38.00 79.15 10.88 25.70 119.89 33.77
Total :						307.39
184757	8/1/2016	000427 PETTY CASH-C.M.O.	000427062816		REPLENISHMENT-5/11/2016-6/28/2016 1011.25.205.67950 1011.10.101.64399 1011.25.205.67950	48.66 65.98 214.20
Total :						328.84
184758	8/1/2016	005357 URBAN ASSOCIATES, INC.	200.02A 200.02A1	04-000558 04-000532 04-000532 04-000532	INTERIM-DIRECTOR OF DEVELOPMENT DEPT-6/2016 1011.50.501.62015 INTERIM-DIRECTOR OF DEVELOPMENT DEPT -6/2016 1011.50.501.62015 1011.50.505.62015 1011.50.605.62015	1,046.25 6,401.25 6,401.25 6,401.25
Total :						20,250.00
4 Vouchers for bank code : apbank						Bank total : 126,312.22
4 Vouchers in this report						Total vouchers : 126,312.22

vchlist
08/10/2016 9:07:30AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184759	8/1/2016	007187 U.S. POSTMASTER	007187072616	12-000111	POSTAGE/CITY NEWSLETTER MAILING-7/2016 1011.65.250.65035	33,000.00

Total : 33,000.00

1 Vouchers for bank code : apbank

Bank total : 33,000.00

1 Vouchers in this report

Total vouchers : 33,000.00

Prepays-Check List
City of Lynwood

vchlist
08/02/2016 7:55:16AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184760	8/2/2016	000141 AT&T	3378414401070716-A		TELEPHONE SERVICES-7/2016 6051.45.450.64501	33.29
			3378414402070716		TELEPHONE SERVICES-7/2016 6051.45.450.64501	33.29
					Total :	66.58
184761	8/2/2016	003349 DELTA DENTAL OF CALIFORNIA	BE001731206		DENTAL PREMIUM-8/2016 1011.20140	14,519.51
					7151.35.355.64012	5,018.45
					Total :	19,537.96
184762	8/2/2016	006145 METLIFE	006145083116		DENTAL PREMIUM-8/2016 7151.35.355.64012	57.87
					Total :	57.87
184763	8/2/2016	008216 NOVA STORAGE	008216123116		FINANCE STORAGE FEE-7/2016-12/2016	
				02-001902	1011.30.270.63030	1,080.50
				02-001902	6051.30.315.63030	1,080.50
					Total :	2,161.00
184764	8/2/2016	000163 SOUTHERN CALIFORNIA EDISON	000163071416		LIGHT & POWER SERVICES-6/10/2016-7/12/2016 2051.45.430.65001	119.98
					2651.45.425.65001	128.18
			000163071416-A		LIGHT & POWER SERVICES-6/10/2016-7/12/2016 2051.45.430.65001	71.21
					2651.45.425.65001	7,093.61
			000163071416-B		LIGHT & POWER SERVICES-6/13/2016-7/13/2016 2051.45.430.65001	352.54
					2651.45.425.65001	64.20
					2701.45.610.65001	294.58
			000163071516		LIGHT & POWER SERVICES-6/14/2016-7/14/2016 2051.45.430.65001	159.11
			000163071516-A		LIGHT & POWER SERVICES-6/14/2016-7/14/2016 2051.45.430.65001	185.48
			000163072016		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 2651.45.425.65001	3,407.74

FY-2016-2017
Prepays-Check List
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184764	8/2/2016	000163 SOUTHERN CALIFORNIA EDISON	(Continued)			
			000163072016-A		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 6051.45.450.65001	73.92
			000163072016-B		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 1011.45.415.65001	86.92
			000163072016-C		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 2051.45.430.65001	4,572.17
			000163072016-D		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 2701.45.610.65001	235.94
			000163072016-E		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 2651.45.425.65001	101.24
			000163072016-F		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 2051.45.430.65001	457.67
			000163072016-G		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 2051.45.430.65001	28.72
			000163072016-H		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 1011.60.740.65001	1,733.42
					1011.60.745.65001	1,920.93
					1011.60.710.65001	1,318.55
					1011.60.720.65001	3,299.99
			000163072016-I		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 1011.60.740.65001	3,103.38
					1011.60.710.65001	4,818.68
			000163072116		LIGHT & POWER SERVICES-6/17/2016-7/19/2016 2051.45.430.65001	80.16
					2651.45.425.65001	213.40
			000163072216		LIGHT & POWER SERVICES-6/21/2016-7/21/2016 2051.45.430.65001	19.96
			000163072216-A		LIGHT & POWER SERVICES-6/21/2016-7/21/2016 2051.45.430.65001	2,085.30
					2651.45.425.65001	291.01
					Total :	36,317.99
184765	8/2/2016	000164 THE GAS CO.	000164072116		GAS SERVICES-6/17/2016-7/19/2016 1011.60.740.65005	168.50
			000164072116-A		GAS SERVICES-6/17/2016-7/19/2016 1011.60.720.65005	26.92

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184765	8/2/2016	000164 THE GAS CO.	(Continued)			
			000164072116-B		GAS SERVICES-6/17/2016-7/19/2016 1011.60.710.65005	95.81
					1011.60.745.65005	1,711.44
			000164072116-C		GAS SERVICES-6/17/2016-7/19/2016 1011.45.415.65005	32.55

Total : 2,035.22

6 Vouchers for bank code : apbank

Bank total : 60,176.62

6 Vouchers in this report

Total vouchers : 60,176.62

vchlist
08/03/2016 8:35:16AM

FY-2015-2016
Prepays-Check List
City of Lynwood

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184766	8/2/2016	000163 SOUTHERN CALIFORNIA EDISON	000163071516-B	02-001826	LIGHT & POWER SERVICES-6/8/2016-7/8/2016 2651.45.425.65001	7,628.62
						Total : 7,628.62
184767	8/3/2016	010004 PEREZ, SIGFRIDO	417245206		REFUND-SUMMER DAY CAMP-2016 1011.60.33225	41.00
						Total : 41.00
184768	8/3/2016	000163 SOUTHERN CALIFORNIA EDISON	000163071616	02-001826	LIGHT & POWER SERVICES-6/16/2016-7/4/2016 6051.45.450.65001	76.04
						Total : 76.04
3 Vouchers for bank code : apbank						Bank total : 7,745.66
3 Vouchers in this report						Total vouchers : 7,745.66

FY-2016-2017

Prepays-Check List
City of Lynwood

vchlist
08/03/2016 9:30:50AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184769	8/3/2016	006399 AT&T	000008182058		TELEPHONE SERVICE-5/11/2016-6/10/2016 1011.65.290.64501	213.24
			000008182059		TELEPHONE SERVICE-5/11/2016-6/10/2016 1011.65.290.64501	57.51
			000008182060		TELEPHONE SERVICE-5/11/2016-6/10/2016 1011.65.290.64501	57.51
			000008182061		TELEPHONE SERVICE-5/11/2016-6/10/2016 1011.65.290.64501	216.56
			000008189961		TELEPHONE SERVICE-5/11/2016-6/10/2016 1011.65.290.64501	103.81
			000008189964		TELEPHONE SERVICE-5/11/2016-6/10/2016 1011.65.290.64501	1,215.77
			000008212112		TELEPHONE SERVICE-5/11/2016-6/10/2016 1011.65.290.64501	624.48
			000008236871		TELEPHONE SERVICE-6/11/2016-7/10/2016 6051.45.450.64501	840.83
			000008236872		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	398.26
			000008236873		TELEPHONE SERVICE-6/11/2016-7/10/2016 6051.45.450.64501	398.26
			000008236898		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	674.80
			000008236899		TELEPHONE SERVICE-5/11/2016-6/10/2016 1011.65.290.64501	674.80
			000008236904		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	663.76
			000008236908		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	398.26
			000008236909		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	398.26
			000008236910		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	398.26
			000008236912		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	398.26
			000008236913		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	2,420.37

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184769	8/3/2016	006399 AT&T	(Continued)			
			000008236914		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	800.52
			000008310707		TELEPHONE SERVICE-6/10/2016-7/09/2016 1011.65.290.64501	502.98
			000008310708		TELEPHONE SERVICE-6/11/2016-7/10/2016 1011.65.290.64501	19.83
			000008313155		TELEPHONE SERVICE-6/11/2016-7/10/2016 1011.65.290.64501	71.16
			000008313156		TELEPHONE SERVICE-6/11/2016-7/10/2016 1011.65.290.64501	19.26
			000008313157		TELEPHONE SERVICE-6/11/2016-7/10/2016 1011.65.290.64501	19.18
			000008313158		TELEPHONE SERVICE-6/11/2016-7/10/2016 1011.65.290.64501	159.21
			000008313160		TELEPHONE SERVICE-6/11/2016-7/10/2016 6051.45.450.64501	103.84
			000008313163		TELEPHONE SERVICE-6/11/2016-7/10/2016 1011.65.290.64501	34.61
			000008313164		TELEPHONE SERVICE-6/11/2016-7/10/2016 6051.45.450.64501	88.47
			000008313165		TELEPHONE SERVICE-6/11/2016-7/10/2016 1011.65.290.64501	541.63
			000008313166		TELEPHONE SERVICE-6/11/2016-7/10/2016 6051.45.450.64501	17.30
			000008313168		TELEPHONE SERVICE-6/11/2016-7/10/2016 1011.65.290.64501	208.21
					Total :	12,739.20
184770	8/3/2016	006399 AT&T	000008236907		TELEPHONE SERVICE-5/20/2016-6/19/2016 6051.45.450.64501	398.26
					Total :	398.26
184771	8/3/2016	001224 STANDARD INSURANCE COMPANY	0001224083116		LIFE INSURANCE PREMIUM-8/2016 1011.20140 7151.35.355.64012	2,021.00 577.00

vchlist
08/03/2016 9:30:50AM

FY-2016-2017
Prepays-Check List
City of Lynwood

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
184771	8/3/2016	001224	001224 STANDARD INSURANCE COMPANY	(Continued)		Total : 2,598.00
3 Vouchers for bank code : apbank						Bank total : 15,735.46
3 Vouchers in this report						Total vouchers : 15,735.46

vchlist
08/03/2016 10:47:17AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184772	8/3/2016	000435 ICRMA	3013		INSURANCE CONSORTIUM PREMIUM-FY-2016-2017	
				05-001391	7151.35.350.64001	827,234.00
					Total :	827,234.00
184773	8/3/2016	000450 LIEBERT CASSIDY WHITMORE	1421399		CONSORTIUM-MEMBERSHIP/GATEWAY-FY-2016-2017	
				05-001392	1011.35.335.65040	3,615.00
					Total :	3,615.00
184774	8/3/2016	000427 PETTY CASH-C.M.O.	000427070516		REPLENISHMENT-7/2016	
					1011.10.101.64399	20.00
					1011.25.205.67950	132.39
					Total :	152.39
3 Vouchers for bank code : apbank						Bank total : 831,001.39
3 Vouchers in this report						Total vouchers : 831,001.39

FY-2016-2017
 Prepays-Check List
 City of Lynwood

vchlist
 08/04/2016 6:08:30PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184775	8/4/2016	007551 AFSCME DISTRICT COUNCIL 36	007551080416		GENERAL EMPLOYEES ASSOC DUES-P/E-6/18/2016 1011.20144	8,932.15
						Total :
184776	8/4/2016	007552 CITY EMPLOYEES ASSOCIATES	007552080416		MANAGEMENT ASSOC. DUES-P/E 6/18/2016-7/30/2016 1011.20143	1,100.00
						Total :
2 Vouchers for bank code : apbank						Bank total :
						10,032.15

**FY-2016-2017
Prepaid-Check List
City of Lynwood**

vchlist
08/08/2016 1:59:45PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184777	8/8/2016	000163 SOUTHERN CALIFORNIA EDISON	000163072616		LIGHT & POWER SERVICES-6/23/2016-7/25/2016 2051.45.430.65001	54.15
			000163072716		LIGHT & POWER SERVICES-6/27/2016-7/27/2016 2051.45.430.65001	333.28
			000163072716-A		LIGHT & POWER SERVICES-6/28/2016-7/28/2016 2051.45.430.65001	92.49
			000163072916		LIGHT & POWER SERVICES-6/28/2016-7/28/2016 2051.45.430.65001	173.07
					Total :	3,062.04

1 Vouchers for bank code : apbank

Bank total : 3,062.04

1 Vouchers in this report

Total vouchers : 3,062.04

FY-2015-2016
Prepays-Check List
City of Lynwood

vchlist
 08/09/2016 10:21:57AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184778	8/9/2016	005079 AFLAC	082925		EMPLOYEE CONTRIBUTION FOR 7/2016 1011.20146	1,517.78
			221117		EMPLOYEE CONTRIBUTION FOR 5/2016 1011.20146	1,438.35
			352777		EMPLOYEE CONTRIBUTION FOR 3/2016 1011.20146	36.20
			646834		EMPLOYEE CONTRIBUTION FOR 6/2016 1011.20146	1,517.78
			Total :			
184779	8/9/2016	005080 COLONIAL LIFE INSURANCE	7144330-0428277		EMPLOYEE CONTRIBUTION FOR 4/2016 1011.20146	1,902.21
			7144330-0528363		EMPLOYEE CONTRIBUTION FOR 5/2016 1011.20146	1,902.21
			7144330-0628334		EMPLOYEE CONTRIBUTION FOR 6/2016 1011.20146	1,856.68
			7144330-0728305		EMPLOYEE CONTRIBUTION FOR 7/2016 1011.20146	1,856.68
			Total :			
184780	8/9/2016	005344 AT&T MOBILITY	X06082016		CELL PHONE SERVICES-5/2016	
				11-000656	1011.65.290.64501	1,402.92
				11-000656	6051.65.290.64501	1,402.92
			X06082016-A		CODE ENFORCEMENT CELL PHONE UPGRADES-5/2016	
				04-000548	1011.50.605.65020	552.07
Total :					3,357.91	
3 Vouchers for bank code : apbank					Bank total :	15,385.80
3 Vouchers in this report					Total vouchers :	15,385.80

vchlist
08/09/2016 5:37:12PM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184781	8/9/2016	006364 ZONES INC.	K03688580101		USER LICENSES-MICROSOFT PROJECT- 2016	
				06-006432	1011.45.415.65020	1,182.39
				06-006432	2051.45.410.65020	788.26
				06-006432	2051.45.430.65020	394.13
				06-006432	2651.45.425.65020	394.13
				06-006432	1011.45.457.65020	788.26
				06-006432	6051.45.450.65020	788.26

Total : 4,335.43

1 Vouchers for bank code : apbank

Bank total : 4,335.43

1 Vouchers in this report

Total vouchers : 4,335.43

FY-2016-2017
Prepays-Check List
City of Lynwood

vchlist
 08/10/2016 7:10:55AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184782	8/10/2016	010049 AMERICAN CANCER SOCIETY, INC.	01004908042016		EMPLOYEE CONTRIBUTION-5/2016-8/2016 1011.20146	337.67	
					Total :	337.67	
184783	8/10/2016	010048 LEGAL SHIELD	010048080416		EMPLOYEE CONTRIBUTION-5/2016-8/2016 1011.20146	711.48	
					Total :	711.48	
184784	8/10/2016	000163 SOUTHERN CALIFORNIA EDISON	000163072516		LIGHT & POWER SERVICE-6/22/2016-7/22/2016 2051.45.430.65001 2651.45.425.65001	341.77 206.33	
					Total :	548.10	
184785	8/10/2016	000164 THE GAS CO.	000164072516		GAS SERVICES-6/21/2016-7/21/2016 6051.45.450.65005	17.79	
					Total :	17.79	
4 Vouchers for bank code : apbank						Bank total :	1,615.04
4 Vouchers in this report						Total vouchers :	1,615.04

FY-2016-2017
 Prepaid-Check List
 City of Lynwood

vchlist
 08/10/2016 9:07:30AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184834	8/10/2016	000173 U.S. BANK TRUST	302806		DEBT SVC PMT-2010 SERIES A-7/2016		
				02-001908	5011.30.280.67605	234,980.54	
			304923		DEBT SVC PMT-SER 2003A-7/2016		
				02-001906	5011.30.280.67601	685,000.00	
				02-001906	5011.30.280.67605	53,997.41	
					Total :	973,977.95	
1 Vouchers for bank code : apbank						Bank total :	973,977.95
1 Vouchers in this report						Total vouchers :	973,977.95

vchlist
08/10/2016 9:10:19AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184786	8/16/2016	010022 AVALOS, YOLANDA	1616602		REFUND-BATEMAN HALL RENTAL 1011.60.33205	50.00 Total : 50.00
184787	8/16/2016	000556 BLX GROUP LLC	41312-10993/060816	02-001854	INTERIM ARBITRAGE REBATE REPORTS-6/2016 6051.45.450.62015	1,600.00 Total : 1,600.00
184788	8/16/2016	000300 BUBBS HARDWARE	06		HARDWARE SUPPLIES-6/2016	
			25	06-005903	6051.45.450.65020	3.26
			27	06-005903	HARDWARE SUPPLIES-4/2016 6051.45.450.65020	43.55
			28	06-005903	HARDWARE SUPPLIES-5/2016 6051.45.450.65020	12.28
			29	06-005903	HARDWARE SUPPLIES-5/2016 6051.45.450.65020	14.03
				06-005993	HARDWARE SUPPLIES-5/2016 2051.45.410.65020	5.68
					Total : 78.80	
184789	8/16/2016	001110 BURKE, WILLIAMS & SORENSEN	201501		LABOR NEGOTIATIONS-5/2016	
			203368	05-001385	1011.35.335.62001	11,935.50
				05-001385	LABOR NEGOTIATIONS-6/2016 1011.35.335.62001	20,504.50
					Total : 32,440.00	
184790	8/16/2016	009769 CAL-CITY CONSTRUCTION, INC	6		HAM PARK COMMUNITY CENTER-6/2016	
				06-006199	4011.67.007.62015	789,875.90
				06-006199	4011.20601	-137.27
					Total : 789,738.63	
184791	8/16/2016	000560 CASANOVA TOWING EQUIPMENT	6342		LABOR TO REPAIR DAMAGED LIFT GATE-4/2016	
				06-006339	7011.45.420.63025	451.25
					Total : 451.25	
184792	8/16/2016	008754 COGRAN SYSTEMS, LLC	11,139		FACILITY SCHEDULING SOFTWARE FEE-6/2016	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184792	8/16/2016	008754 COGRAN SYSTEMS, LLC	(Continued)	08-003160	1011.60.701.64399	2,000.00
					Total :	2,000.00
184793	8/16/2016	000484 COMPTON COURT HOUSE	000484063016	07-000685	PROCESSING CITATIONS AND BAIL SURCHARGE-6/2016 1011.55.515.62015	17,690.95
					Total :	17,690.95
184794	8/16/2016	009147 CONSULTANTS & DESIGNERS, INC., D.R.	5800.14		ENGINEERING SUPPORT-10/17/2015-11/27/2015	
				06-006386	1011.45.405.62015	8,038.35
				06-006386	1052.45.440.62015	3,200.00
				06-006386	2051.45.410.62015	11,119.15
			5800.15		ENGINEERING SUPPORT SERVICES-10/1/2015-10/16/2015	
				06-006386	2051.45.410.62015	330.00
			5801.02		ENGINEERING INSPECTOR-8/17/2015-10/30/2016	
				06-005990	6051.45.450.62015	5,474.00
			5801.02-A		ENGINEERING INSPECTOR SERVICES-8/17/2015	
				06-006386	1011.45.401.62015	5,000.00
				06-006386	1011.45.405.62015	161.65
					Total :	33,323.15
184795	8/16/2016	006281 CONSULTANTS, PROFESSIONAL	IN000073928		SECURITY SERVICES-4/2016	
				08-002876	1011.10.101.62016	207.21
				08-002876	1011.15.105.62016	207.21
				08-002876	1011.20.110.62016	207.21
				08-002876	1011.25.205.62016	207.21
				08-002876	1011.30.275.62016	679.18
				08-002876	1011.35.330.62016	207.21
				08-002876	1011.50.505.62016	207.21
				08-002876	1011.60.701.62016	7,217.58
				08-002876	1011.65.290.62016	103.59
				08-002876	1011.75.815.62016	207.21
				08-002876	6051.30.315.62016	679.18
				08-002876	6051.45.450.62016	268.25
				08-002876	6051.65.290.62016	103.59
				08-002876	1011.55.601.62016	207.21
				08-002876	1011.45.401.62016	268.25

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184795	8/16/2016	006281	CONSULTANTS, PROFESSIONAL			
			(Continued)			
			IN000073929		SECURITY SERVICE FOR PRIVATE RENTALS-4/2016	
				08-002912	1011.60.740.62016	787.50
			IN000073930		SECURITY/EASTER EGG HUNT EVENT-4/2016	
				08-003121	1052.60.701.64020	210.00
			IN000074280		SECURITY SERVICES-4/2016	
				08-002876	1011.10.101.62016	207.46
				08-002876	1011.15.105.62016	207.46
				08-002876	1011.20.110.62016	207.46
				08-002876	1011.25.205.62016	207.46
				08-002876	1011.30.275.62016	679.99
				08-002876	1011.35.330.62016	207.46
				08-002876	1011.45.401.62016	268.59
				08-002876	1011.50.505.62016	207.46
				08-002876	1011.60.701.62016	7,226.17
				08-002876	1011.65.290.62016	103.71
				08-002876	1011.75.815.62016	207.46
				08-002876	6051.30.315.62016	679.99
				08-002876	6051.45.450.62016	268.59
				08-002876	6051.65.290.62016	103.71
				08-002876	1011.55.601.62016	207.46
			IN000074281		SECURITY SERVICE FOR PRIVATE RENTALS-4/2016	
				08-002912	1011.60.740.62016	2,103.18
			IN000074282		SECURITY SERVICE FOR PRIVATE RENTALS-4/2016	
				08-002912	1011.60.740.62016	647.50
			IN000074328		SECURITY SERVICE FOR PRIVATE RENTALS-4/2016	
				08-002912	1011.60.740.62016	1,764.60
			IN000074329		SECURITY SERVICE FOR PRIVATE RENTALS-4/2016	
				08-002912	1011.60.740.62016	262.50
			IN000074381		SECURITY SERVICE FOR PRIVATE RENTALS-4/2016	
				08-002912	1011.60.740.62016	245.00
			IN000075300		SECURITY SERVICES-6/4/2016-6/17/2016	
				08-002876	1011.10.101.62016	122.67
				08-002876	1011.15.105.62016	122.67
				08-002876	1011.20.110.62016	122.67
				08-002876	1011.25.205.62016	122.66
				08-002876	1011.30.275.62016	444.31

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184795	8/16/2016	006281	CONSULTANTS, PROFESSIONAL	(Continued)		
				08-002876	1011.35.330.62016	122.62
				08-002876	1011.45.401.62016	173.46
				08-002876	1011.50.505.62016	122.65
				08-002876	1011.65.290.62016	105.99
				08-002876	1011.75.815.62016	122.64
				08-002876	6051.30.315.62016	444.30
				08-002876	6051.45.450.62016	173.02
				08-002876	6051.65.290.62016	105.98
				08-002876	1011.55.601.62016	122.14
				08-002876	1011.60.701.62016	4,878.93
			IN000075300-A		SECURITY SERVICES-6/4/2016-6/17/2016	
				08-003171	1011.10.101.62016	89.31
				08-003171	1011.15.105.62016	89.31
				08-003171	1011.25.205.62016	89.31
				08-003171	1011.30.275.62016	250.48
				08-003171	1011.35.330.62016	89.36
				08-003171	1011.45.401.62016	100.96
				08-003171	1011.50.505.62016	89.33
				08-003171	1011.60.701.62016	2,504.52
				08-003171	1011.75.815.62016	89.34
				08-003171	6051.30.315.62016	250.49
				08-003171	6051.45.450.62016	101.39
				08-003171	1011.55.601.62016	89.80
				08-003171	1011.20.110.62016	89.31
			IN000075527		SECURITY SERVICES-6/18/2016-6/30/2016	
				08-003171	1011.10.101.62016	52.54
				08-003171	1011.15.105.62016	52.54
				08-003171	1011.25.205.62016	52.54
				08-003171	1011.30.275.62016	174.84
				08-003171	1011.35.330.62016	52.51
				08-003171	1011.45.401.62016	69.19
				08-003171	1011.50.505.62016	52.54
				08-003171	1011.60.701.62016	9,392.86
				08-003171	1011.75.815.62016	52.54
				08-003171	6051.30.315.62016	174.84
				08-003171	6051.45.450.62016	68.86

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184795	8/16/2016	006281	CONSULTANTS, PROFESSIONAL	(Continued)		
				08-003171	1011.55.601.62016	52.07
				08-003171	1011.20.110.62016	52.54
			IN000075527-A		SECURITY SERVICES-6/18/2016-6/30/2016	
				08-002876	1011.65.290.62016	26.73
				08-002876	6051.65.290.62016	26.70
			IN000075901		SECURITY/NATATORIUM POOL-6/2016	
				08-003154	1011.60.745.64399	330.23
					Total :	49,901.70
184796	8/16/2016	003341	COPP CONTRACTING, INC.	1-1907	REDWOOD AVE & WALNUT AVE IMPROVEMENT-6/2016	
				06-006420	4011.68.017.62015	309,430.14
				06-006420	4011.20601	-15,471.51
					Total :	293,958.63
184797	8/16/2016	010018	CORVETTE OF CHOICE	004273	REFUND-BATEMAN HALL RENTAL DEPOSIT	
					1011.60.33215	355.00
					Total :	355.00
184798	8/16/2016	000138	DAILY JOURNAL CORPORATION	B2849799	PUBLICATION SERVICES-3/2016	
				03-000313	1011.15.105.62025	147.00
			B2880226		PUBLICATION SERVICES-5/2016	
				02-001881	1011.30.275.62025	285.60
			B2891734		PUBLICATION SERVICES-6/2016	
				11-000767	3381.75.750.62025	1,447.91
					Total :	1,880.51
184799	8/16/2016	000066	DAPEER, ROSENBLIT & LITVAK,LLP	11447	LEGAL SERVICES-6/2016	
				04-000545	1011.50.605.62001	1,108.10
					Total :	1,108.10
184800	8/16/2016	001757	DISTRICT ATTORNEY'S OFFICE	16-1100	LEGAL SERVICES-5/2016	
				07-000703	1011.40.215.62001	1,747.92
					Total :	1,747.92
184801	8/16/2016	003983	GALLS QUARTERMASTER	005588855	PURCHASE UNIFORMS-6/2016	
				07-000680	1011.55.515.60040	18.48

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184801	8/16/2016	003983 GALLS QUARTERMASTER	(Continued) 005680665		PURCHASE UNIFORMS-6/2016 1011.55.515.60040	54.45
			005680666	07-000680	PURCHASE UNIFORMS-6/2016 1011.55.515.60040	113.34
			005680667	07-000680	PURCHASE UNIFORMS-6/2016 1011.55.515.60040	258.04
Total :						444.31
184802	8/16/2016	006728 GLUMAC	103848		COMMISSIONING SERVICES FOR HAM PARK-6/2016 4011.67.007.62015	1,984.00
Total :						1,984.00
184803	8/16/2016	000608 HUB INTERNATIONAL INS.SVCS,INC	000608053116		LIABILITY INSURANCE-5/2016 1011.60.740.64001	3,452.00
Total :						3,452.00
184804	8/16/2016	000353 INFOSEND, INC.	105259		PRINTING/FOLDING & MAILING-UTILITY BILLS-4/2016 1052.30.315.65035	765.82
				02-001841	6051.30.315.65035	765.82
				02-001841	6401.30.315.65035	765.81
				02-001841	1052.30.315.62015	239.46
				02-001841	6051.30.315.62015	239.46
				02-001841	6401.30.315.62015	239.46
			106407		PRINTING/FOLDING & MAILING-UTILITY BILLS-5/2016 1052.30.315.65035	527.01
				02-001841	6051.30.315.65035	527.02
				02-001841	6401.30.315.65035	527.02
				02-001841	1052.30.315.62015	153.64
				02-001841	6051.30.315.62015	153.62
				02-001841	6401.30.315.62015	153.66
				02-001841	1052.30.315.62015	12.09
				02-001841	6051.30.315.62015	12.09
				02-001841	6401.30.315.62015	12.09
			107595		PRINTING/FOLDING & MAILING-UTILITY BILLS-6/2016 6051.30.315.62015	214.10
				02-001841	1052.30.315.62015	214.10

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184804	8/16/2016	000353 INFOSEND, INC.	(Continued)			
				02-001841	6401.30.315.62015	214.16
				02-001841	1052.30.315.65035	766.83
				02-001841	6051.30.315.65035	766.84
				02-001841	6401.30.315.65035	766.84
				02-001841	1052.30.315.62015	26.90
				02-001841	6051.30.315.62015	26.92
				02-001841	6401.30.315.62015	26.88
					Total :	8,117.64
184805	8/16/2016	005848 INFRASTRUCTURE ENGINEERS	21757		PLAN CHECK/BUILDING INSPECTION SERVICES-6/2016	
				04-000531	1011.50.501.62015	14.93
				04-000531	1011.50.505.62015	1,906.61
			21757-A		PLAN CHECK/BUILDING INSPECTION SERVICES-6/2016	
				11-000775	1011.50.501.62015	1,253.32
				11-000775	1011.50.505.62015	629.89
					Total :	3,804.75
184806	8/16/2016	006140 INTERGRAPHICS COMPANY	16-046		PRINTING SERVICES - 6/2016	
				01-001139	1011.25.205.62025	850.20
					Total :	850.20
184807	8/16/2016	000844 J & G GRAPHICS	01619		PRINTING SERVICES-1/2016	
				04-000522	1011.50.501.62025	493.13
			05229		PRINTING SERVICES-1/2016	
				04-000522	1011.50.501.62025	493.13
			05244		PRINTING SERVICES-2/2016	
				02-001823	1052.30.315.62025	131.95
				02-001823	6051.30.315.62025	131.95
				02-001823	6401.30.315.62025	131.95
			05253		PRINTING SERVICES-4/2016	
				02-001823	6051.30.315.62025	98.99
				02-001823	6401.30.315.62025	98.99
				02-001823	1052.30.315.62025	138.54
				02-001823	6051.30.315.62015	171.51
				02-001823	6401.30.315.62015	171.51
				02-001823	6051.30.315.62015	-171.51

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184807	8/16/2016	000844 J & G GRAPHICS	(Continued)			
				02-001823	6051.30.315.62025	39.56
				02-001823	6401.30.315.62015	-171.51
				02-001823	6401.30.315.62025	39.56
			05265		PRINTING SERVICES-6/2016	
				04-000522	1011.50.501.62025	87.50
					Total :	1,885.25
184808	8/16/2016	009979 KALBAN, INC.	1605-3		SIDEWALK IMPROVEMENT PROJECT-6/2016	
				06-006428	4011.68.022.62015	3,080.00
				06-006428	4011.20601	-154.00
					Total :	2,926.00
184809	8/16/2016	003302 KODAMA PLANNING CONSULTANTS,	12		TOD PLANNING GRANT CONSULTING SVCS-6/2016	
				11-000697	2252.75.206.62015	70,550.64
					Total :	70,550.64
184810	8/16/2016	008480 LOPEZ AUTO SERVICE & TIRES INC	18883		FLEET REPAIR-6/2016	
				06-006284	7011.45.420.63025	351.50
					Total :	351.50
184811	8/16/2016	003313 LOS ANGELES METROPOLITAN	800063961		MTA BUS PASS SUBSIDY-5/2016	
				06-006023	2401.45.435.67220	3,395.00
			800064114		MTA BUS PASS SUBSIDY-4/2016	
				06-006023	2401.45.435.67220	84.00
			800064343		MTA BUS PASS SUBSIDY-6/2016	
				06-006023	2401.45.435.67220	2,082.50
			800064423		MTA BUS PASS SUBSIDY-5/15/2016-6/14/2016	
				06-006023	2401.45.435.67220	152.00
					Total :	5,713.50
184812	8/16/2016	000286 LYNWOOD UNIFIED SCHOOL DIST.	JUNE 2016-01		SUMMER FOOD SERVICE PROGRAM-6/2016	
				08-003162	1011.60.705.67255	12,427.30
					Total :	12,427.30
184813	8/16/2016	009275 MEDICAL GROUP, P.C., U.S.	2919472-CA		DRUG SCREEN-5/2016	
				05-001387	1011.35.335.62015	99.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184813	8/16/2016	009275	009275 MEDICAL GROUP, P.C., U.S.		(Continued)	Total : 99.00
184814	8/16/2016	005256	MONJARAS & WISMEYER GROUP, INC.	14222		
			14236	05-001319	EMPLOYEE INTERACTIVE-MEDIATOR-4/15/2016-6/30/2016 1011.35.335.62015	375.00
			14238	05-001319	EMPLOYEE INTERACTIVE-MEDIATOR-4/14/2016-6/28/2016 1011.35.335.62015	125.00
			14284	05-001319	EMPLOYEE INTERACTIVE-MEDIATOR-6/7/2016-7/6/2016 1011.35.335.62015	287.50
				05-001319	EMPLOYEE INTERACTIVE-MEDIATOR-5/23/2016-7/14/2016 1011.35.335.62015	562.50
					Total :	1,350.00
184815	8/16/2016	007207	MUNI TEMPS	126464		
			126464-A	04-000546	PLANNING MANAGER STAFFING SERVICE-4/2016 1011.50.505.62015	1,140.00
			126499	04-000557	PLANNING MANAGER STAFFING SERVICE-4/2016 1011.50.501.62015	6,460.00
			126499-A	04-000557	PLANNING MANAGER STAFFING SERVICE -5/2016 1011.50.501.62015	3,540.00
				04-000559	PLANNING MANAGER STAFFING SERVICE-5/2016 1011.50.501.62015	4,060.00
					Total :	15,200.00
184816	8/16/2016	000841	NADA BUS, INC.	43964		
			43964-A	08-002887	TRANSPORTATION SERVICE-4/2016 1011.60.710.67250	500.00
				08-003187	TRANSPORTATION SERVICE-4/2016 1011.60.710.67250	5.00
					Total :	505.00
184817	8/16/2016	000078	OFFICE DEPOT	824771883001		
				01-001082	OFFICE SUPPLIES-2/2016 1011.10.101.65015	28.82
				01-001082	1011.10.101.65020	61.44
			824771883001-A	01-001140	OFFICE SUPPLIES-2/2016 1011.10.101.65015	21.35
			836505739001	03-000321	OFFICE SUPPLIES-4/2016 1011.15.105.65020	163.49
			844192246001	06-006285	OFFICE SUPPLIES-6/2016 6401.45.460.65015	184.64

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184817	8/16/2016	000078	000078 OFFICE DEPOT		(Continued)	Total : 459.74
184818	8/16/2016	008307	PHOENIX GROUP INFORMATION SYS	0620161204	ADMINISTRATIVE CITATION-6/2016	270.83
				04-000533	1011.50.605.62015	Total : 270.83
184819	8/16/2016	004994	PITNEY BOWES, INC.	1000623733	POSTAGE MACHINE/ RENTAL-6/2016-8/2016	391.78
				05-001388	1011.35.330.63030	Total : 391.78
184820	8/16/2016	001142	QUILL CORPORATION	6493466	OPERATING SUPPLY-6/2016	105.40
				05-001389	1011.35.335.65020	105.40
			7113017		COPY PAPER-6/2016	358.61
				05-001311	1011.35.330.65020	Total : 464.01
184821	8/16/2016	001057	RAMIREZ, JUAN E.	160524	INTERPRETER FOR COUNCIL MEETINGS-5/2016	840.00
				05-001312	1011.35.335.62015	840.00
			160525		INTERPRETER FOR COUNCIL MEETINGS-5/2016	500.00
				05-001312	1011.35.335.62015	500.00
			160607		INTERPRETER FOR COUNCIL MEETINGS-6/2016	1,120.00
				05-001312	1011.35.335.62015	1,120.00
			160622		INTERPRETER FOR COUNCIL MEETINGS-6/2016	1,080.00
				05-001312	1011.35.335.62015	Total : 3,540.00
184822	8/16/2016	008805	RPW SERVICES, INC.	154378	GOPHER CONTROL-6/2016	400.00
				06-006266	2701.45.610.64399	400.00
					2701.45.610.64399	76.98
			154384		GOPHER CONTROL-6/2016	300.00
				06-006266	2701.45.610.64399	300.00
					2701.45.610.64399	15.00
			154390		GOPHER CONTROL-6/2016	300.00
				06-006266	2701.45.610.64399	300.00
					2701.45.610.64399	47.55
			154396		GOPHER CONTROL-6/2016	900.00
				06-006266	2701.45.610.64399	900.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184822	8/16/2016	008805 RPW SERVICES, INC.	(Continued)		2701.45.610.64399	13.61
					Total :	2,053.14
184823	8/16/2016	007205 SANCHEZ AWARDS	809	01-001141	PLAQUE AND ENGRAVING SERVICES-5/2016 1011.10.101.64399	86.66
					Total :	86.66
184824	8/16/2016	010019 SANDOVAL, YESICA	004209		REFUND-BATEMAN HALL RENTAL 1011.60.33215	370.00
					Total :	370.00
184825	8/16/2016	007404 SASSOON, MAUREEN	160603	05-001393	MOLD TESTING ON STORED BOOKS-6/2016 7151.35.345.62015	700.00
					Total :	700.00
184826	8/16/2016	000089 STAPLES OFFICE WAREHOUSE	3307940752 3308745505	06-006363 06-006363	OFFICE SUPPLIES-6/2016 2051.45.410.65020 OFFICE SUPPLIES-6/2016 2051.45.410.65020	35.63 119.89
					Total :	155.52
184827	8/16/2016	008890 TAFOYA AND GARCIA, LLP	2016.0402 2016.0403 2016.0404 2016.0418	02-001847 02-001847 06-006170 02-001847	LEGAL SERVICES-4/2016 1011.30.265.62003 LEGAL SERVICES-4/2016 1011.30.265.62002 LEGAL SERVICES-4/2016 1052.45.440.62001 LEGAL SERVICES-4/2016 1011.30.265.62013	8,382.50 227.50 5,582.50 192.50
					Total :	14,385.00
184828	8/16/2016	008890 TAFOYA AND GARCIA, LLP	2016.0309	02-001847	LEGAL SERVICES-3/2016 1011.30.265.62011	5,652.50
					Total :	5,652.50
184829	8/16/2016	002938 TAJ OFFICE SUPPLY	0036452-002	10-000151	OFFICE SUPPLIES-2/2016 1011.20.110.65015	-21.09

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184829	8/16/2016	002938 TAJ OFFICE SUPPLY	(Continued) 0036919-001		OFFICE SUPPLIES-5/2016	
				10-000151	1011.20.110.65015	62.94
				10-000151	1011.20.110.65020	107.91
			0036919-002		OFFICE SUPPLIES-5/2016	
				10-000151	1011.20.110.65020	107.91
			31364		COPY PAPER-12/2015	
				05-001313	1011.35.330.65020	392.29
			31376		COPY PAPER-1/2016	
				05-001313	1011.35.330.65020	392.29
					Total :	1,042.25
184830	8/16/2016	005797 THE LIFEGUARD STORE, INC.	INV410947		FIRST AID SUPPLIES FOR NATATORIUM-5/2016	
				08-003164	1011.60.745.65020	497.20
					Total :	497.20
184831	8/16/2016	001329 U.S. BANK	4275202		PROJECT AREA A 2011 ADMIN FEES-4/2016-3/2017	
				11-000751	1011.75.815.64399	985.00
			4275203		TAX ALLOCATION BONDS ADMIN FEES-4/2016-3/2017	
				11-000752	1011.75.815.64399	935.00
					Total :	1,920.00
184832	8/16/2016	010020 VALADEZ, VERONICA	010020072016		REFUND-SUMMER CAMP-CANCELED	
					1011.60.33225	115.00
					Total :	115.00
184833	8/16/2016	008657 WASTE RESOURCES, INC.	008657063016		RESIDENTIAL REFUSE COLLECTION PAYMENT-6/2016	
				06-006020	1052.45.440.62015	181,197.54
				06-006020	1052.30.30152	-27,179.63
				06-006020	1052.45.33420	-12,683.83
					Total :	141,334.08
48 Vouchers for bank code : apbank						Bank total : 1,529,423.44
48 Vouchers in this report						Total vouchers : 1,529,423.44

FY-2016-2017

Check List

City of Lynwood

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08/10/2016 9:49:34AM

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184835	8/16/2016	000139 ACE LUMBER, LTD INC	A148728		SPORTS FIELD CHALK-7/2016	
				08-003165	1011.60.705.65020	114.29
					Total :	114.29
184836	8/16/2016	000002 ADP, LLC	477190360		PAYROLL SERVICES-7/16/2016	
				02-001905	1011.30.270.62015	1,428.69
				02-001905	6051.30.315.62015	1,428.69
					Total :	2,857.38
184837	8/16/2016	000370 ALATORRE, SALVADOR	000370083116		ELECTRONIC/MEDIA-AUTO EXPENSES-8/2016	
					1011.10.101.60025	250.00
					1011.10.101.60030	250.00
					Total :	500.00
184838	8/16/2016	006399 AT&T	000008368219		TELEPHONE SERVICE-6/20/2016-7/19/2016	
					1011.65.290.64501	165.95
					Total :	165.95
184839	8/16/2016	004773 BSN SPORTS	98098022		ADULT SPORTS EQUIPMENT-8/2016	
				08-003166	1011.60.705.65020	554.78
					Total :	554.78
184840	8/16/2016	002486 CA. MUN. TREASURERS ASSOC.	00248608052016		REGI-S.HARDING-8/4/2016-8/5/2016	
			2016-124		1011.20.110.64015	670.00
					MEMBERSHIP DUES-CMTA-2016-17	
					1011.20.110.65040	155.00
					Total :	825.00
184841	8/16/2016	007782 CAMACHO, GABRIELA	007782083116		ELECTRONIC/MEDIA-AUTO EXPENSES-8/2016	
					1011.20.110.60030	250.00
					1011.20.110.60025	250.00
					Total :	500.00
184842	8/16/2016	001249 CASTRO, AIDE	001249083116		ELECTRONIC/MEDIA-AUTO EXPENSES-8/2016	
					1011.10.101.60025	250.00
					1011.10.101.60030	250.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
184842	8/16/2016	001249 001249 CASTRO, AIDE	(Continued)			Total : 500.00
184843	8/16/2016	001168 CINTAS CORPORATION NO. 2	5005624646	08-003177	FIRST AID KIT REPLENISHMENT-7/2016 1011.60.715.65020	179.98 Total : 179.98
184844	8/16/2016	007566 HERNANDEZ, EDWIN	007566083116		ELECTRONIC/MEDIA-AUTO EXPENSES-8/2016 1011.10.101.60025 1011.10.101.60030	250.00 250.00 Total : 500.00
184845	8/16/2016	001125 MARTIN & CHAPMAN CO.	2016405	03-000333	ELECTION MATERIALS-7/2016 1011.15.105.62020	508.00 Total : 508.00
184846	8/16/2016	006289 MUNISERVICES, LLC.	00628908012016	02-001903	CAFR STATISTICAL SECTION REPORT SERVICES 1011.30.270.64399	2,150.00 Total : 2,150.00
184847	8/16/2016	009647 MV CHENG & ASSOCIATES, INC.	7/31/2016	02-001897 02-001897 02-001897 02-001897 02-001897	TEMPORARY STAFFING - FINANCE & ADMIN-7/2016 1011.30.270.62015 1011.30.275.62015 1052.30.315.62015 6051.30.315.62015 6401.30.315.62015	5,265.00 380.00 1,362.50 1,362.50 1,362.50 Total : 9,732.50
184848	8/16/2016	001313 QUINONEZ, MARIA	001313073116		ELECTRONIC/MEDIA-AUTO EXPENSES-8/2016 1011.15.105.60025 1011.15.105.60030	250.00 250.00 Total : 500.00
184849	8/16/2016	007435 READY REFRESH	06G0031568785 06G0031568942 06G0031568967	08-003167 03-000336 02-001904	WATER & COOLER RENTAL-7/2016 1011.60.701.67950 WATER & COOLER RENTAL-6/13/2016-7/12/2016 1011.15.105.67950 WATER & COOLER RENTAL-7/2016 1011.30.270.67950	62.55 21.53 9.72

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
184849	8/16/2016	007435	READY REFRESH		(Continued)		
				02-001904	1011.30.275.67950	9.73	
				02-001904	6051.30.315.67950	9.73	
				02-001904	6401.30.315.67950	9.73	
				02-001904	1052.30.315.67950	9.73	
					Total :	132.72	
184850	8/16/2016	000779	SANTILLAN-BEAS, MARIA	000779083116	ELECTRONIC/MEDIA-AUTO EXPENSES-8/2016		
					1011.10.101.60025	250.00	
					1011.10.101.60030	250.00	
					Total :	500.00	
184851	8/16/2016	008668	SOLACHE, JOSE LUIS	008668083116	ELECTRONIC/MEDIA-AUTO EXPENSES-8/2016		
					1011.10.101.60025	250.00	
					1011.10.101.60030	250.00	
					Total :	500.00	
184852	8/16/2016	002938	TAJ OFFICE SUPPLY	0037090-001	PORTABLE DVD PLAYER-MOVIES IN THE PARK-7/2016		
				08-003174	1011.60.710.65020	173.31	
					Total :	173.31	
184853	8/16/2016	001056	TPK SCREENPRINT	2396	CAMPERS T-SHIRTS-7/2016		
				08-003169	1011.60.715.65020	485.60	
				2398	SUMMER CAMP-CAMPER SHIRTS FOR SESSION-7/2016		
				08-003170	1011.60.715.65020	499.98	
					Total :	985.58	
184854	8/16/2016	003314	TYCO INTERGRATED SECURITY LLC	26857394	ALARM SYSTEM-YOUTH CTR-8/2016-10/2016		
				08-003175	1011.60.715.64399	229.32	
					Total :	229.32	
184855	8/16/2016	001329	U.S. BANK	4357741	PFA LEASE REV.BONDS 2010 A - FEES-7/2016		
				02-001907	9011.30.301.64399	825.00	
					Total :	825.00	
21 Vouchers for bank code : apbank						Bank total :	22,933.81
21 Vouchers in this report						Total vouchers :	22,933.81



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council
Honorable Mayor and Members of the City Council as
Successor Agency to the Lynwood Redevelopment Agency

APPROVED BY: J. Arnaldo Beltran, City Manager/Executive Director *JAB*

PREPARED BY: Erika Ramirez, Development Compliance and
Enforcement Services *ER*
Bruno Naulls, Project Manager *BN*

SUBJECT: Approval of a 4th Amendment to the Agreement for Cox,
Castle & Nicholson, LLP to Continue Providing Consulting
Services Regarding Project-Related Soil Contamination for
the Lynwood Successor Agency

Recommendation:

Staff recommends that the Agency and City adopt the attached resolution entitled: "A JOINT RESOLUTION OF THE CITY OF LYNWOOD AND THE CITY OF LYNWOOD AS SUCCESSOR TO THE LYNWOOD REDEVELOPMENT AGENCY APPROVING THE FORTH AMENDMENT TO THE AGREEMENT WITH COX, CASTLE & NICHOLSON, LLP FOR CONSULTING SERVICES REGARDING PROJECTS RELATED TO SOIL CONTAMINATION NOT TO EXCEED \$350,000, WHICH SERVICES ARE TO BE FUNDED BY THE LYNWOOD SUCCESSOR AGENCY THROUGH THE ROPS PROCESS."

Background:

The former Lynwood Redevelopment Agency ("Agency") engaged in environmental clean-up activities necessary to carry out and implement the Redevelopment Plan for Project Area "A" and in implementing such Redevelopment Plan and the Implementation Plan, the Successor Agency to the former Redevelopment Agency (Agency) is in need of the services of Cox, Castle & Nicholson, LLP ("CCN") to work with Agency Staff and Agency Counsel in compelling responsible parties in the proposed Imperial Highway Brownfield Area and other projects to remediate contaminated properties.

On December 21, 2010, Consultant was approved by way of a service retainer agreement to provide certain consulting and litigation services, as needed, to the

AGENDA
ITEM

10

former Lynwood Redevelopment Agency on projects with soil, ground water and/or soil gas contamination.

On December 5, 2011, the retainer agreement was replaced with a Consulting Services Agreement (the "Agreement") by and between the former Lynwood Redevelopment Agency and Consultant. The Agreement contained a scheduled expiration on March 5, 2013, but also authorized extensions per Section 2 of the Agreement to allow the Consultant continued litigation and related services that were ongoing before ABX1 26 became law.

On November 25, 2013, an Agreement extension was executed to allow the Consultant to continue litigation and related services to the Successor Agency which expired on December 5, 2014. A second amendment was approved which extended the term of the Agreement to June 30, 2015.

Due the nature of the project, Consultant's services were still valued and required to provide potential litigation and related services for Project. The parties executed a third amendment which expired on June 30, 2016.

During the term of the third amended Agreement, unforeseen circumstances disabled the Agency's ability to pay for consultant's services and therefore said services were temporarily suspended. Invoices for work performed on projects by consultant solely funded by Successor Agency funds were not paid during the 15-16B Recognized Obligation Payment Schedule (ROPS) period and the third amendment expired on June 30, 2016.

It is anticipated in the upcoming fiscal year the Agency will be able to proceed with the project and reactivate Consultant's services and reimburse Consultant for work performed during the 15-16B ROPS period. Due to the expiration date of the third amended agreement, an 4th Amendment extension is in order.

Discussion & Analysis:

Based on the workload summary report provided (attached) the Agency has determined that Consultant's services are still needed in order to effectively address ongoing potential litigation issues regarding responsible parties for contamination at the Alameda Triangle site; legal aspects of implementing the settlement orders at the Lynwood Springs site, and fulfill the Successor Agency's obligations under the Dissolution Act. The Successor Agency's Recognized Obligation Payment Schedule (ROPS) 16-17 (for the period July 1, 2015 through June 30, 2016) provides budgetary resources that can be utilized for the Consultant's ongoing work assisting the Successor Agency and anticipated legal issues for the upcoming fiscal year.

This fourth Amendment to the Agreement is appropriate to provide for the Consultant's ongoing services associated with the City's remediation efforts at said sites which will include cost for use of environmental professionals to assist in compiling information used by Cox Castle Nicholson's legal team. The total cost of

remediation for the properties that are the subject of these services is estimated to be \$7,500,000.

Amendment:

In consideration of performance by the parties of the covenants and conditions of said Agreement, the parties hereto agree to amend agreement as follows:

1. **Term.** Section 2 of the Agreement, entitled "Term of Agreement" shall be amended in its entirety and shall read as follows:

"2. Term of Agreement. This Agreement shall commence on December 5, 2011 (the "Commencement Date") and terminate on June 30, 2017 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date, Consultant and Agency shall meet to discuss this Agreement and its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date with the sum invoiced during the three months following the Termination Date not to exceed \$15,000. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period."

2. **Compensation.** The Parties agree that Section 3.B of the Agreement is deleted in its entirety and replaced with the following (with all other provisions of Section 3 remaining unmodified and in full force and effect):

B. Total payments to Consultant pursuant to this Agreement shall not exceed (i) those amounts agreed to by the Parties in subsequent amendments to this Agreement for the time period between December 5, 2011, and June 30, 2016; and (ii) THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) for the period of July 1, 2016, to June 30, 2017, which amounts shall be payable as set forth in the Compensation Schedule in the attached Exhibit A, except that the hourly rates for Consultant shall be updated to 2016-2017 levels (subject to the same 8% discount referenced in Exhibit A).

CCN is listed on the Agency's Enforceable and Recognized Obligations Payment Schedule (EOPS and ROPS) and therefore qualifies for continued contractual services and payment. Staff recommends the contract time period extend from January 1, 2011 to June 30, 2017 to cover the services outlined in the Scope of Services attached to the Agreement provided with this report and any outstanding invoices from the prior period of the third amended contract (if any).

Fiscal Impact:

There will be no impact to the General fund. The fiscal impact in FY 16-17 is not to exceed \$350,000. Funds will come from the Settlement proceeds of Lynwood Redevelopment Agency, et al, v. Barry Ross, et al, U.S. District Court Case No. CV11-02207-MMM (AGRx) as needed, and 16-17 eligible DOF approved ROPS RPTTF funds. 15-16B eligible ROPS RPTTF funds will be used for unpaid invoices from said period.

Coordinated With:

Agency Counsel
Finance Department
City Manager's Office

Attachments:

Resolution
Consultant Services 4th Agreement Amendment
Consultant Services Agreement
Workload Summary Report

CITY RESOLUTION NO. _____

LYNWOOD SUCCESSOR AGENCY RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY OF LYNWOOD AND THE CITY OF LYNWOOD AS SUCCESSOR TO THE LYNWOOD REDEVELOPMENT AGENCY APPROVING THE FORTH AMENDMENT TO THE AGREEMENT WITH COX, CASTLE & NICHOLSON, LLP FOR CONSULTING SERVICES REGARDING PROJECTS RELATED TO SOIL CONTAMINATION NOT TO EXCEED \$350,000, WHICH SERVICES ARE TO BE FUNDED BY THE LYNWOOD SUCCESSOR AGENCY THROUGH THE ROPS PROCESS

WHEREAS, the former Lynwood Redevelopment Agency ("Agency") engaged in environmental clean-up activities necessary to carry out and implement the Redevelopment Plan for Project Area "A; and

WHEREAS, in implementing such Redevelopment Plan and the Implementation Plan, the City of Lynwood, as Successor Agency to the former Redevelopment Agency ("Successor Agency") is desirous of continuing using the services of Cox, Castle & Nicholson, LLP ("CCN") to work with Agency Staff and Agency Counsel in compelling responsible parties in the proposed Imperial Highway Brownfield Area and other projects to remediate contaminated properties, including resolving outstanding post settlement issues regarding the matter of Lynwood Redevelopment Agency, et al, v. Barry Ross, et al, U.S. District Court Case No. CV11-02207-MMM (AGRx); and

WHEREAS, On December 21, 2010, Consultant was approved by way of a service retainer agreement for up to \$100,000 to provide certain consulting and litigation services, as needed, to the former Lynwood Redevelopment Agency on projects with soil, groundwater and/or soil gas contamination; and

WHEREAS, that 2010 retainer agreement was replaced with a Consulting Services Agreement (the "Agreement") by and between the former Lynwood Redevelopment Agency and Consultant, which Agreement was dated December 5, 2011 and increased the not to exceed amount to \$240,000; and

WHEREAS, following the commencement of litigation and related services by Consultant, as provided for in the Agreement, the California Supreme Court, on December 29, 2011, issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright elimination of all 425 redevelopment agencies in the State of California; and

WHEREAS, subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for

administering the enforceable obligations of the former redevelopment agencies (collectively, "Dissolution Act"); and

WHEREAS, the Successor Agency has designated the services provided by Consultant, as described in the Agreement, to be an enforceable obligation under the Dissolution Act, and the Department of Finance (DOF) has not objected to such designation; and

WHEREAS, the Agreement contained a scheduled expiration on March 5, 2013, but also authorized extensions per Section 2 of the Agreement and was intended to be extended so that Consultant could continue to litigate and provide related services that were ongoing before ABX1 26 became law; and

WHEREAS, Consultant has continued to provide litigation and related services to the Successor Agency, and the Parties therefore executed an Amendment to the Agreement dated November 25, 2013, which extended the term of the Agreement (to December 5, 2014); and

WHEREAS, the litigation resulted in settlements pursuant to which the Successor Agency in conjunction with the City of Lynwood (collectively the "Agency") holds settlement payments, which have ongoing remediation issues, among others, and consequently has determined that Consultant's services are still needed in order to implement the settlements and fulfill the Successor Agency's obligations under the Dissolution Act; and

WHEREAS, Consultant may at times require to utilize the services of environmental specialist to provide needed geotechnical information in the performance of the obligatory duties of this Agreement when pursuing parties responsible for contamination at Brownfield sites covered under this Agreement; and

WHEREAS, in order to continue providing litigation and related services to the Successor Agency, the Parties therefore executed a Second Amendment to the Agreement which extended the term of the Agreement to June 30, 2015 and a third amendment, which extended the Agreement to June 30, 2016; and

WHEREAS, during the term of the third amended agreement, unforeseen circumstances disabled the Agency's ability to pay for consultant's services and therefore said services were temporarily suspended and Invoices for work performed on projects by consultant solely funded by Successor Agency funds were not paid during the 15-16B Recognized Obligation Payment Schedule (ROPS) period; and

WHEREAS, the DOF approved Successor Agency's ROPS 16-17 (for the period July 1, 2016 through June 30, 2017) will provide budgetary resources to the Redevelopment Property Tax Trust Fund (RPTTF) to reactivate Consultant's services and be utilized for the Consultant's ongoing work assisting the

Successor Agency with implementation of the settlement and costs related to potential litigation at other Brownfield sites covered by the Agreement including partial cost for geotechnical support as it relates to remediation efforts and reimburse Consultant for work performed during the 15-16B ROPS period (January 1, 2016 through June 30, 2016); and

WHEREAS, the settlement proceeds provide budgetary resources for resolving the balance of the Successor Agency's litigation expenses, and legal fees through June 30, 2017 if the DOF makes findings against the use of additional RPTTF funds if needed during the ROPS 16-17 period; and

WHEREAS, the Agency finds this fourth Amendment to the Agreement is appropriate to provide for the Consultant's ongoing services which also covers partial compensation of environmental subconsultants which provide vital geotechnical data as needed.

NOW, THEREFORE, THE AGENCY BOARD AND CITY COUNCIL DO HEREBY DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. Pursuant to authority provided under Health & Safety Code subsections 34171(d)(1)(F), 34177.3(a), and 34180(a) and (h) that the Successor Agency hereby authorizes the continued use of CCN to provide supportive professional litigation and environmental services for current projects of the Agency using ROPS 16-17 RPTTF. The fourth amendment not to exceed contract amount recommended is \$350,000.

Section 2. That the City and Successor Agency hereby approve the use of settlement proceeds from Settlement Agreement of Lynwood Redevelopment Agency, et al, v. Barry Ross, et al, U.S. District Court Case No. CV11-02207-MMM (AGRx) in any balance of the Successor Agency's litigation expenses and legal fees through June 30, 2017 if the DOF makes findings against the use of additional RPTTF funds if needed during the ROPS 16-17 period (July 1, 2016-June 30, 2017).

Section 3. That the Successor Agency hereby approves the draft fourth amendment of the subject agreement as submitted to the Agency and agreed herein subject to final review and execution by all parties thereto.

Section 4. That the City and Successor Agency authorize the Chairperson, Executive Director or appointed designee to execute a fourth amendment to the agreement with CCN in a not to exceed amount of \$350,000, in a form approved by the Agency Counsel. The appropriations for said amendment will not exceed \$350,000 for the period beginning January 1, 2016 ending June 30, 2017 unless otherwise amended.

Section 5. That this resolution shall take effect immediately upon approval by majority vote of the members of the Successor Agency Board.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF AUGUST, 2016.

Edwin Hernandez
Mayor/Chair

ATTEST:

Maria Quinonez
City Clerk/Secretary

J. Arnoldo Beltrán
City Manager/Executive Director

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Garcia
City Attorney/Agency Counsel

Erika Ramirez,
Development, Compliance and
Enforcement Director

FOURTH AMENDMENT TO PROFESSIONAL CONSULTING SERVICES AGREEMENT

This FOURTH AMENDMENT TO PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Third Amendment") is made as of July 1, 2016 by and between the **City of Lynwood, as Successor to the Lynwood Redevelopment Agency**, a public body, corporate and politic ("Successor Agency") and **Cox Castle & Nicholson, LLP.**, a California Limited Liability Partnership ("Consultant"). Successor Agency and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Successor Agency desires to continue utilizing the services of Consultant as an independent contractor to provide consulting services to Successor Agency as set forth in the attached **Exhibit A** to the Parties' Agreement (as that term is defined below); and

WHEREAS, Consultant has represented that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, On December 21, 2010, Consultant was approved by way of a service retainer agreement for up to \$100,000 to provide certain consulting and litigation services, as needed, to the former Lynwood Redevelopment Agency on projects with soil, groundwater and/or soil gas contamination; and

WHEREAS, that 2010 retainer agreement was replaced with a Consulting Services Agreement (the "Agreement") by and between the former Lynwood Redevelopment Agency and Consultant, which Agreement was dated December 5, 2011; and

WHEREAS, following the commencement of litigation and related services by Consultant, as provided for in the Agreement, the California Supreme Court, on December 29, 2011, issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright elimination of all 425 redevelopment agencies in the State of California; and

WHEREAS, subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for administering the enforceable obligations of the former redevelopment agencies (collectively, "Dissolution Act"); and

WHEREAS, the Successor Agency has designated the services provided by Consultant, as described in the Agreement, to be an enforceable obligation under the Dissolution Act, and the Department of Finance (DOF) has not objected to such designation; and

WHEREAS, the Agreement contained a scheduled expiration on March 5, 2013, but also authorized extensions per Section 2 of the Agreement and was intended to be extended so that Consultant could continue to litigate and provide related services that were ongoing before ABX1 26 became law; and

WHEREAS, Consultant has continued to provide litigation and related services to the Successor Agency, and the Parties therefore executed an Amendment to the Agreement dated November 25, 2013, which extended the term of the Agreement (to December 5, 2014) and increased the not to exceed value to three hundred ninety thousand dollars (\$390,000); and

WHEREAS, the litigation resulted in settlements pursuant to which the Successor Agency (in conjunction with the City of Lynwood) holds settlement payments, which related to ongoing remediation issues, among others, and consequently has determined that Consultant's services are still needed in order to implement the settlements and fulfill the Successor Agency's obligations under the Dissolution Act; and

WHEREAS, in order to continue providing litigation and related services to the Successor Agency, the Parties therefore executed a Second Amendment to the Agreement which extended the term of the Agreement (to June 30, 2015) and a third amendment which extended the term to June 30, 2016; and

WHEREAS, during the term of the third amended agreement, unforeseen circumstances disabled the Agency's ability to pay for consultant's services and therefore said services were temporarily suspended pending fund availability and causing the need to extend the Agreement; and

WHEREAS, the DOF approved Successor Agency's Recognized Payment Obligation Schedule (ROPS) 16-17 (for the period July 1, 2016 through June 30, 2017) will provide budgetary resources to the Redevelopment Property Tax Trust Fund (RPTTF) to reactivate Consultant's services and be utilized for the Consultant's ongoing work assisting the Successor Agency with implementation of the settlement and costs related to potential litigation at other Brownfield sites covered by the Agreement including partial cost for geotechnical support as it relates to remediation efforts and reimburse Consultant for work performed during the 15-16B ROPS period (January 1, 2016 through June 30 2016); and

WHEREAS, the Successor Agency's ROPS 16-17 and proceeds from said Settlement Agreement provides budgetary resources that can be utilized for the Consultant's ongoing work assisting the Successor Agency with implementation of the settlements and payment of costs related to potential litigation at other Brownfield sites covered by the is Agreement; and

WHEREAS, Consultant may at times require the services of environmental specialist to provide needed environmental information in the performance of the obligatory duties of this Agreement when pursuing parties responsible for contamination at Brownfield sites covered under this Agreement; and

WHEREAS, this Fourth Amendment to the Agreement is appropriate to provide for the Consultant's ongoing services and to cover partial compensation of environmental subconsultants which provide vital environmental data.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Term. Section 2 of the Agreement, entitled "Term of Agreement" shall be amended in its entirety so that it shall read as follows:

"2. Term of Agreement. This Agreement shall commence on December 5, 2011 (the "Commencement Date") and terminate on June 30, 2017 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date, Consultant and Agency shall meet to discuss this Agreement and its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date with the sum invoiced during the three months following the Termination Date not to exceed \$15,000. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period."

2. Compensation. The Parties agree that Section 3.B of the Agreement is deleted in its entirety and replaced with the following (with all other provisions of Section 3 remaining unmodified and in full force and effect):

"B. Total payments to Consultant pursuant to this Agreement shall not exceed (i) those amounts agreed to by the Parties in subsequent amendments to this Agreement for the time period between December 5, 2011, and December 30, 2015; and (ii) THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) for the period of January 1, 2016, to June 30, 2017, which amounts shall be payable as set forth in the Compensation Schedule in the attached Exhibit A, except that the hourly rates for Consultant shall be updated to 2016-2017 levels (subject to the same 8% discount referenced in Exhibit A).

3. Full Force and Effect. The Parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

SUCCESSOR AGENCY:

**CITY OF LYNWOOD, AS SUCCESSOR TO
THE LYNWOOD REDEVELOPMENT
AGENCY**

By: _____
J. Arnoldo Beltran, City Manager
Executive Director

ATTEST:

By: _____
Maria Quinonez, Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

David Garcia
Successor Agency Counsel

CITY OF LYNWOOD:

**CITY OF LYNWOOD, SOLELY WITH
RESPECT TO THE DISBURSEMENT OF
SETTLEMENT PROCEEDS HELD BY CITY
FOR REMEDIATION EFFORTS AT 11600
LONG BEACH BOULEVARD**

By: _____
J. Arnoldo Beltran, City Manager

ATTEST:

By: _____
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

David Garcia
City Attorney

CONSULTANT:

COX CASTLE & NICHOLSON, LLP

By: _____
Preston W. Brooks

066676\6357839v1

**Memorandum*****PRIVILEGED AND CONFIDENTIAL / ATTORNEY WORK PRODUCT***

To: Arnoldo Beltran
Bruno Naulls

From: Keith B. Walker

Date: June 13, 2016

File No: 073195 & 063104

Re: Summary of Ongoing and Contemplated Work for the City of Lynwood

I. INTRODUCTION

In connection with the amendment of the Professional Consulting Services Agreement between the City of Lynwood (the "City") and Cox, Castle & Nicholson LLP ("CC&N"), you have asked for a summary of previous, ongoing and contemplated work to be performed by CC&N. The work performed by CC&N follows the suspension of legal work for the City, at the City's request, due to various budget-related issues that are reportedly in the process of being resolved. The summaries below discuss the nature of the legal work being performed by CC&N for the various City projects, the current status of the work, and the projected work and related costs for the next steps in the projects.

II. LYNWOOD SPRINGS

Extensive soil and groundwater contamination is present in the City of Lynwood's redevelopment area referred to as "Lynwood Springs." In order to obtain funds for the remediation of the Lynwood Springs contamination, CC&N was engaged to litigate a cost recovery action against the Ross Family Trust and Barry Ross, the prior owner of and trustee for the property from that is the source of the contamination (11600 Long Beach Boulevard).

CC&N was successful in the litigation, obtaining a settlement of \$2,694,000, which includes real property and mortgages. Directly following the conclusion of the litigation, it was necessary for CC&N to perform the following services:

- Enforcing the judgment obtained in the litigation to attach assets of defendant Kyung Kim;
- Enforcing the Settlement Agreement in order to ensure that all settlement proceeds are paid to the City;

- Appointing a receiver to manage the assets provided by the Ross Family Trust in connection with settlement;
- Negotiating with the developer for the Lynwood Springs project area (contemplated to be Northgate-Gonzalez) to ensure that its financial commitment is sufficient to complete the contemplated development;
- Engaging environmental consultants (*e.g.*, Tetra Tech, Inc.) to perform the necessary investigation and remediation work to clean up Lynwood Springs so that redevelopment can proceed, including with respect to characterizing the nature extent of the contamination at the source property (11600 Long Beach Boulevard, owned by Kyung Kim and Kang Kim);
- Meetings and discussions with the California Department of Toxic Substances Control (“DTSC”) in regard to ongoing free product removal/remediation performed by the City’s former environmental consultant (Gannett Fleming, Inc.); and
- Analyzing issues and potential liabilities associated with relocation of tenants from properties formerly owned by the Ross Family Trust.

Now that the litigation has been resolved, CC&N’s involvement remains essential for completion of the following tasks:

- Negotiating with DTSC to tailor the remediation necessary for addressing the contamination at Lynwood Springs, in order to maximize the amount of settlement funds available for cleanup and development;
- Negotiations with affordable housing developers (currently identified as Amcal) for purposes of developing the areas of the property not being developed by Northgate-Gonzalez;
- Negotiations with Northgate-Gonzalez in regard to completion of the contemplated development, including drafting and negotiation of the agreement that would detail the development being undertaken by Northgate-Gonzalez and Amcal related to Lynwood Springs, including a schedule of performance and other commitments to ensure completion of the proposed development (the “Performance Agreement”);
- Compelling the relocation of tenants of properties formerly owned by the Ross Family Trust, to facilitate Northgate-Gonzalez’s contemplated development; and
- Addressing issues related to compliance with the California Environmental Quality Act (“CEQA”) as the act pertains to the contemplated commercial and residential development of Lynwood Springs.

Work Performed up until to the Suspension of Work

The work described above is the work that was being performed up until the suspension of work. Therefore, the resumption of work will further address the numerous outstanding issues implicated by the bullet-point summaries above.

Mandatory Work Performed During the Suspension

When the City requested that work be suspended for Lynwood Springs, CC&N was able to avoid incurring (or to avoid charging the City for) additional fees associated with Lynwood Springs.

Impact of the Suspension

The predominant impact of the suspension of work was to delay the ongoing resolution of the work described in the bullet-point summaries above which, ultimately, has the effect of delaying the commencement of development.

Requirements for Resumption of Work

CC&N's work can resume immediately without any intermediate steps.

Projected Goals and Workload for 2016 – and Projected Costs

The work projected for 2016 consists of the following:

- Generation of the Term Sheet for the Performance Agreement;
- Negotiating the provisions to be included in the Performance Agreement;
- Development of the proposed remedial approach;
- Assistance with the agreements with DTSC under the California Land Reuse and Revitalization Act (CLRRA) for the investigation and remediation work;
- Commencement of the relocation process for the commercial tenants at the Kim property;
- Compelling Northgate-Gonzalez to complete a traffic study; and
- With the traffic study data, finalization of the project description.
- Projected Costs: \$70,000.

Projected Goals and Workload for 2017 – and Projected Costs

- Negotiation of the Performance Agreement;
- Addressing CEQA requirements relating to the commercial and residential development of Lynwood Springs;
- Completion of the relocation of the commercial tenants at the Kim Property and the residential tenants at the former Trust-held properties;
- Negotiation and resolution of property taxes owed to the County of Los Angeles for the Kim property and for the former Trust-held residential properties;
- Finalization of the agreement for the affordable housing project covering the areas of Lynwood Springs not being developed by Northgate-Gonzalez; and
- Approval of a Remedial Action Plan with DTSC, and the commencement of performance of the Remedial Action Plan.
- Projected Costs: \$120,000.

III. ALAMEDA TRIANGLE PROJECT AREA

There is significant contamination associated with the Alameda Triangle Project Area. Under AB 440 (also known as the “Gatto Act”), municipalities such as the City of Lynwood can compel current and former owners and operators (*i.e.*, potentially responsible parties, or “PRPs”) to investigate and remediate environmental contamination. These rights are similar to the rights that were historically available to redevelopment agencies under the Polanco Redevelopment Act.

CC&N has performed the following tasks in relation to the Alameda Triangle Project Area:

- Engaged environmental consultants to determine the extent of remediation to be performed at the Alameda Triangle Project Area, including the preparation of the Remedial Investigation, Feasibility Study, and Remedial Action Plan;
- Issued demands to PRPs regarding their obligations under the Gatto Act – in order to generate a cleanup fund that can be used for the remediation of the environmental contamination (and to compel the PRPs to complete the remediation process);
- Meetings and negotiations with Edvin Tavanian, the owner of three of the six parcels that make up the Alameda Triangle Project Area, to persuade him to perform certain remediation tasks;
- Meetings and negotiations with the California Department of Transportation (“Caltrans”), which owns two of the six parcels that make up the Alameda

Triangle Project Area, regarding the remediation to be performed at those parcels;
and

- Analysis and preparation of documentation relating to adopting an Interim Control Ordinance to restrict the establishment of new industrial areas in the Alameda Triangle Project Area, pending adoption of the transit-oriented development specific plan.

Now that PRPs have responded to the Gatto Act Notifications and in light of continuing discussions between the City, Caltrans, Edwin Tavanian and the PRPs, CC&N's involvement will be essential with respect to accomplishing the following objectives:

- Enforcing the Gatto Act in order to create a remediation fund for cleaning up the Alameda Triangle Project Area;
- Compelling the PRPs to investigate and fully remediate contamination at the Alameda Triangle Project Area;
- Negotiating with DTSC in order to ensure that cleanup standards are consistent with the contemplated development of the Alameda Triangle Project Area;
- Addressing issues related to compliance with CEQA as the act pertains to any proposed future development; and
- Addressing issues pertaining to the Interim Control Ordinance.

Work Performed up until to the Suspension of Work

The work described above is the work that was being performed up until the suspension of work. Therefore, the resumption of work will further address the numerous outstanding issues implicated by the bullet-point summaries above.

Mandatory Work Performed During the Suspension

When the City requested that work be suspended for Alameda Triangle Project Area, CC&N was able to avoid incurring (or to avoid charging the City for) additional fees associated with the Alameda Triangle Project Area.

Impact of the Suspension

The predominant impact of the suspension of work was to delay the ongoing resolution of the work described in the bullet-point summaries above which, ultimately, delays the commencement development of the Alameda Triangle Project Area.

Requirements for Resumption of Work

CC&N's work can resume immediately without any intermediate steps.

Projected Goals and Workload for 2016 – and Projected Costs

The work projected for 2016 consists of the following:

- Establishing the cleanup standards for the Caltrans parcels in coordination with DTSC and Caltrans;
- Compelling Edvin Tavanian to complete the remediation of his parcels and obtain regulatory closure from EPA;
- Compelling Edvin Tavanian to perform the remediation not otherwise addressed by EPA requirements; and
- Securing the adoption of the Interim Control Ordinance.
- Projected Costs: \$60,000.

Projected Goals and Workload for 2017 – and Projected Costs

- Compelling Caltrans to perform the investigation and remediation work necessary for obtaining regulatory closure for the Caltrans parcels at the Alameda Triangle Project Area;
- Compelling Edvin Tavanian to complete the investigation and remediation work necessary for obtaining regulatory closure for his parcels at the Alameda Triangle Project Area;
- Enforcing the Interim Control Ordinance to restrict the establishment of new industrial areas in the Alameda Triangle Project Area (pending adoption of the transit-oriented development specific plan); and
- Addressing CEQA requirements relating to potential future development of the Alameda Triangle Project Area.
- Projected Costs: \$100,000.



Cox, Castle & Nicholson LLP
555 California Street, 10th Floor
San Francisco, California 94104-1513
P 415.392.4200 F 415.392.4250

Robert P. Dory
415.262.5115
rdory@coxcastle.com

File No. 99999

December 13, 2010

**PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION; ATTORNEY WORK PRODUCT**

Sarah Magana Withers
Director of Redevelopment
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Fred Galante
City Attorney
Aleshire & Wynder LLP
18881 Van Karman Av.
Tower 17, Suite 400
Irvine, CA 92612

Re: Engagement

Dear Ms. Withers and Mr. Galante:

It has been our pleasure to meet with you and discuss Lynwood's redevelopment projects and the special counsel services the City of Lynwood Redevelopment Agency ("Agency" or "you") may need as it pursues its projects. It would our firm's pleasure and privilege to work with staff, the City Attorney, and of course the Council/Agency Board and the community to accomplish the Agency's goals.

As follow-up to our recent meetings and discussions, we have prepared this engagement agreement to address the range of special counsel services we recent discussed with Mr. Galante. Based on that discussion, we understand that the Agency wants to focus Cox Castle & Nicholson's work on Plaza Mexico, so we will create a "matter" number for that and a separate "matter" number for general consultation that may be requested in connection with other sites.

In addition to providing the scope of work, time and budget estimates for those two matters, this Agreement also addresses the other terms of our engagement. We apologize for the length and formality of this Agreement, but we believe that it is important that our clients have a clear understanding of Cox Castle & Nicholson's (the "Firm") policies regarding legal services and fees from the inception of our relationship. Moreover, many of the provisions of

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 2

this Engagement Agreement ("Agreement") are required or recommended by California law, the State Bar of California, or the Code of Professional Responsibility of the American Bar Association.

1. Scope of Engagement. By means of this Agreement, the Agency is engaging the Firm to provide special counsel services to assist the Agency and its regular outside counsel with legal issues associated with the investigation, remediation, acquisition, cleanup cost recovery, and related redevelopment issues arising in connection with "brownfield" sites, in particular the Plaza Mexico site. Our initial identification of tasks associated with that tract is provided in Attachment A, and we would anticipate refining that task list through further discussion of priorities and budget resources. As noted above, we will also create a "general consultation" matter for work that is not specific to Plaza Mexico. Subject to our mutual agreement, the Agency could also engage us to perform additional services in the future.

For each of the matters covered by this Agreement, we would endeavor to keep the Agency informed of the progress of those matter and to respond promptly to your inquiries. On its part, the Agency acknowledges the need to provide us with truthful and accurate information, and the need to cooperate and to keep us informed of any developments.

2. Fees and Hourly Rates; Budgeting. Our billing practice is to charge for our legal services, based primarily on the amount of time, including local travel time, devoted to a matter at hourly rates for the particular professionals involved. These hourly rates are generally based upon these professionals' experience, expertise, and standing. Our standard hourly rates generally range from \$295.00 per hour to \$620.00 per hour for our most senior attorneys. Both Preston Brooks and Robert Doty have the same standard rate (\$560.00 per hour for 2010). The Firm appreciates that public agencies are a different market than private sector clients and that they face unique budgetary pressures in the current environment. Accordingly, the Firm would cap our rates at \$465.00 per hour for 2010 and 2011. That represents an approximately 17% discount this year, and likely a discount for 2011 in excess of 20%. We would apply an 8% discount to the rates applicable to any associates or "senior counsel" attorneys who work on the Agency's matters. Billing is in either quarter-hour or tenth-of-an-hour increments.

We are happy to work with the Agency to establish "not to exceed amounts" if the Agency customarily uses that approach when it engages other professionals. We would also work with you to develop and revise budgets periodically as the precise nature of the needed services is defined and/or revised.

We normally treat our hourly rates as guidelines and do not always merely multiply the time by the hourly rate to determine the proper fee. When billing, we review our computer-prepared time records carefully and make appropriate downward adjustments if we feel they are called for under the circumstances. In our experience, this manner of billing is

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 3

customary for firms like ours, where work is performed by various professionals, many of whom are specialists in the type of work being undertaken.

We normally charge for all activities undertaken in providing legal services to you under this Agreement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence and other documents; legal research; court and other appearances; including preparation and participation; and telephone calls, including calls with you, other attorneys or persons involved with this matter, and governmental agencies. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will record his or her time spent, and we will review those time entries as part of our monthly review process, making adjustments as warranted to avoid duplication of effort that does not produce corresponding value to the Agency. We will charge for local travel time, but not for out of town travel (nor for airline tickets or local hotel/meal disbursements should travel logistics require Robert Doty to stay overnight).

3. Additional Services and Outside Expenditures. We may provide additional services in-house in connection with our legal representation of you. These in-house additional services typically include photocopying, computerized research, facsimile services, long distance telephone, postage, staff overtime, word processing, and small field expenses for mileage, meals, parking, lodging, and the like. Our practice is to bill these services directly at our usual and customary rates. A summary of our charges for these services is available on request.

Our legal representation may also involve additional services provided by third party vendors outside of the Firm. The Agency will be required either to pay for these outside additional services directly, or to reimburse us if we make payment for these services on its behalf. We sometimes will make payment for, and then bill for reimbursement of smaller items such as filing fees, photocopying by outside copying services, recording fees, messenger services, service of process, and Court fees. When there are substantial expenditures involving outside vendors (such as for depositions, expert witnesses, or exhibit preparation) or substantial out-of-pocket expenditures (such as extended field expenses, large outside copying jobs, or jury fees), we will require either that the Agency pay those sums to us before we expend them, that it provide an advance deposit for such expenditures, or that it directly contract with and pay the outside vendor.

4. Monthly Statements and Payment Terms. Our practice is to send a monthly statement of our charges for legal services and in-house additional services rendered and for reimbursement of payments made on our client's behalf for outside additional services. The detail in the monthly statement will inform you of the nature and progress of our work and

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 4

of the charges and expenditures being incurred. The invoices will correspond to the specific matters created to correspond to particular projects.

Each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge, at the rate of ten percent (10%) per year, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment. Although we reserve that right, we have agreed that it will not invoke without further discussion with and approval by you.

We specifically reserve the right to withdraw from this representation and to cease performing immediately all services if we do not receive full payment of any amounts owed to us within thirty (30) days of any statement.

We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if the Agency should have any question about or objection to a monthly statement, our services, or our charges, then it should raise such issue(s) promptly for discussion. If the Agency objects to only a portion of the charges on a statement, then it agrees to pay the remainder, which will not constitute a waiver of any objection.

5. Advance Deposit for Payments. No advance deposit for payments is required at this time. However, we reserve the right to require an advance deposit for payment of our charges for services and expenditures in the future due to circumstances such as substantial expenditures, imminence of trial or other hearing, or delayed payment of any prior statement.

6. Withdrawal From Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. We encourage our clients to inquire about any matter relating to our engagement agreements or monthly statements which may be in any way unclear or appear unsatisfactory. If you do not meet your obligation of timely payments or deposits under this Agreement, we reserve the right to withdraw from your representation on that basis alone, subject of course to any required judicial, administrative, or other approvals.

This Agreement is also subject to termination by either party upon reasonable notice for any reason. If there were to be such a termination, however, the Agency would remain liable for all unpaid charges for services provided and expenditures advanced or incurred.

7. Duties Upon Termination of Active Representation. Upon termination of our active involvement in a particular matter for which we had previously been engaged, we will have no further duty to inform the Agency of future developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless the

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 5

Agency and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged. If an Agency matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post judgment services (such as recording abstracts, filing judgment liens, and calendaring renewals of judgments) as are expressly agreed to and for the Agency will be obligated to pay.

8. Document Storage Policies. The Firm's policy with regard to documents and other materials at the conclusion of a matter is to maintain them in storage. All documents and other materials in our file may be destroyed or discarded after a period of seven (7) years following the conclusion of the matter without notice. Accordingly, if there are any documents or other materials the Agency wishes to have retrieved from its files at the conclusion of a matter, it will be necessary to advise us of that request to ensure that they are not destroyed.

9. Arbitration. We appreciate the opportunity to serve as the Agency's attorneys and anticipate a productive and harmonious relationship. If you should feel for any reason that there is a problem with the services we have performed or with our charges, we encourage you to bring that to our attention immediately. If we perceive a problem with this representation, we likewise will endeavor to discuss it with the Agency. Most problems should be rectified by communication and discussion. However, a dispute might arise between us which could not be resolved by negotiation. We believe that such attorney-client disputes are most satisfactorily resolved through final and binding arbitration rather than by litigation. Both the United States Supreme Court and the California Supreme Court have endorsed arbitration as an accepted and favored method of resolving disputes, because it is economical and expeditious.

In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Arbitration rules of evidence and procedure are often less formal and less rigid than the rules which apply in Court. Arbitration usually results in a decision much more quickly than proceedings in Court, and the attorneys' fees and other costs incurred by both sides may be substantially less. The Agency is free to discuss the advisability of arbitration with us, or with its regular outside counsel or any of its other advisors, and to ask any questions which it may have.

By signing this Agreement, we both agree that, in the event of any dispute or claim arising out of or relating to this Agreement, our relationship, our charges, or our services (including but not limited to disputes or claims regarding professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud, or violation of any statute (hereinafter referred to as "Professional Claims")), SUCH DISPUTE OR CLAIM SHALL BE RESOLVED BY SUBMISSION TO FINAL AND BINDING ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA, BEFORE A RETIRED JUDGE OR JUSTICE. BY AGREEING TO ARBITRATE, YOU WAIVE ANY RIGHT YOU HAVE TO A COURT OR JURY TRIAL. Venue with regard to any ancillary proceedings arising out of such dispute or

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 6

claim shall also be in Los Angeles County. We will attempt to agree upon a single arbitrator, who will decide the dispute or claim. If we are unable to mutually agree on a retired judge or justice, to serve as the sole arbitrator, then either party may petition a court of competent jurisdiction to appoint a retired judge or justice to serve as sole arbitrator. The fees of the arbitrator will be paid initially equally by both the Firm and you. However, the arbitrator shall have the right to order either party to pay all fees and costs as part of his award.

In arbitration, we shall both be entitled to conduct discovery in accordance with the provisions of the California Code of Civil Procedure, but either of us may request that the arbitrator limit the amount or scope of such discovery and, in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

The arbitrator shall decide the matter in accordance with the applicable law. Any error in law by the arbitrator or in application of the law shall be deemed in excess of the arbitrator's authority. Any such error in law may be reviewed *de novo* by the Superior Court upon a Petition to Vacate or Confirm the arbitration award and may thereafter be appealed as with any other judgment. The provisions of the California Arbitration Act shall govern this arbitration.

Under California law, the Agency has the right, if it desires, to request arbitration of any fee dispute before an arbitrator or panel of arbitrators selected by a local bar association or the State Bar ("Bar Arbitration") and a trial *de novo* in court (which is a new trial without regard to the prior decision or knowledge by the court of the prior decision) if dissatisfied with the result. If the Agency requests a Bar Arbitration, the law provides that evidence of any claim of malpractice or professional misconduct (i.e. Professional Claims) is admissible only concerning the fees or costs in dispute and that the Bar Arbitrators shall not award any affirmative relief in the form of damages, offset or otherwise on account of such claim.

By signing this Agreement, the Agency agrees that if a Bar Arbitration is conducted, that Bar Arbitration or any trial *de novo* in Court thereafter shall determine only the issue of the amount of fees properly chargeable, if any, and that such Bar Arbitration or trial *de novo* in Court thereafter shall have no effect on the provisions set forth above which require arbitration before a retired judge or justice of any Professional Claims. Any such Professional Claims shall be solely determined in an arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration or trial *de novo* thereafter. This agreement to arbitrate the Professional Claims is separate from the agreement to arbitrate claims related to any fee dispute, and if arbitration of a fee dispute is determined to be invalid, the agreement and right to arbitrate the Professional Claims shall not be deemed to be invalid.

10. Consent to Electronic Communications. In order to improve efficiency in this matter, we intend to use advanced communications devices (e.g., email, document transfer by computer, cellular telephones, and facsimile transfers). The use of such devices under current

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 7

technology may place the Agency's confidences and privileges at risk. However, we believe the effectiveness involved in use of these devices outweighs the risk of accidental disclosure. By signing this letter, the Agency acknowledges its consent to the use of these devices.

11. Disclaimer of Guarantee. Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of any matter are expressions of opinion only. If we should provide an estimate of the fees and costs which may be incurred in connection with our representation of the Agency, it is important that the Agency understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be. We will work with you to establish realistic "not to exceed" amounts, to complete tasks within them and/or revise them as warranted, but "not to exceed" amounts are not guarantees or agreements as to the ultimate level of effort or fees associated with completion of a particular task unless they are expressly stated to be guaranteed maximums.

12. Future Matters. Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent the Agency shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

13. Conflicts and Consents to Representations of Other Parties. Our undertaking to represent the Agency in matters described in this Agreement will not generally act as a bar so as to prevent the Firm from representing any existing or future client with respect to a claim, litigation or transaction adverse to the Agency or the City of Lynwood, so long as in the course of our representation of the Agency we have not obtained any information that would be adverse to your interests with respect to such claim, litigation or transaction.

More specifically, this letter will confirm that the Firm has disclosed to the Agency that the Firm represents a broad array of clients across the full spectrum of issues affecting real property, including but not limited to zoning, land use, and entitlements. We have disclosed to you one such current matter. The Firm represents M + D Properties and 3000 E. Imperial, LLC in connection with certain property owned by them in Lynwood and elsewhere in California, and Preston Brooks has worked extensively with M + D on issues affecting the development of their properties, including but not limited to advice in connection with the purchase of the 3000 E. Imperial Highway property, and litigation against Robertshaw Controls Company and Whittaker Corporation in connection with contamination emanating from that site. Robert Doty has not worked on that matter, however. Inasmuch as the M + D matter has been on-going for some time such that any interruption of our work for M + D would be prejudicial to them, we ask the Agency to confirm specifically that (1) nothing in this engagement with the

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 8

Agency will prevent the firm from continuing its work on behalf of M + D and (2) neither the Agency nor the City of Lynwood will seek to disqualify the Firm from representing M + D.

Apart from that specific matter, we have advised you that clients of the Firm are active in many municipal jurisdictions throughout California, so the Firm may, now or in the future, represent entities or individuals that own, acquire, or seek to develop land within Lynwood. In the event that those individuals or entities seek governmental approvals from the Agency and/or the City of Lynwood, the Agency and the City consent to our representation of these individuals or entities in connection with these approvals or actions; provided, however, that with the exception of the M + D matter, the attorneys directly involved in representing the Agency will not represent those other clients in seeking approvals from the Agency or City. In other words, nothing in our representation under this Agreement shall prevent the Firm from representing landowners or other applicants within the Agency's or the City's jurisdiction. If one of these potential future representations were to involve litigation against the Agency or City, we would consult with the Agency and/or the City to resolve such conflict through the use of ethical walls or other appropriate, similar means.

14. Client. The Firm's client for the purpose of our representation is only the person or entity identified in this Agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any parent, brother-sister, their officers, directors, agents, or employees.

* * *

If this Agreement correctly sets forth the Agency's understanding of the scope of the services to be rendered to you by Cox, Castle & Nicholson LLP and if all of the terms set forth in this Engagement Letter are satisfactory, then please sign the original of the letter and return it so that we will be engaged as your legal counsel. Please also sign the enclosed copy of this letter and retain it for your records. If the scope of services described is incorrect or if the terms set forth are not satisfactory, please let us know in order that we can discuss either aspect.

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 9

We look forward to working with you and thank you once again for the opportunity to be of service.

Very truly yours,

COX, CASTLE & NICHOLSON LLP

Robert P. Doty and Preston W. Brooks

RPD/PWBse

The undersigned has read and understands the above Agreement, and accepts and agrees to all of its terms and conditions.

CITY OF LYNWOOD REDEVELOPMENT AGENCY

January 18, 2011
~~December 13, 2010~~

SARAH MAGANA WITHERS
DIRECTOR OF REDEVELOPMENT

CITY OF LYNWOOD WITH RESPECT TO THE
CONFLICT WAIVER/CONSENT PROVISION

January
December 18, 2010

CITY ATTORNEY

Date _____

Aide Castro, Mayor

ATTACHMENT A: INITIAL ANTICIPATED SCOPE OF WORK

I. Plaza Mexico Extension

1. **Technical Strategy:** Confer with the technical consultants and likely developer regarding the extent of investigation and remediation work necessary for the anticipated land uses; assist with development of a regulatory agency strategy to secure approval for a remediation plan sufficient to permit redevelopment to proceed and to support cost recovery; assist with development of a detailed task list and schedule for implementation of the technical/regulatory strategy.

Most of the work here is a matter of consultation regarding documents generated by technical consultants. We would not expect to generate significant amounts of formal written work product beyond a memoranda summarizing the strategy and/or responding to discrete inquiries.

2. **Monitor and Enforce On-Going Remediation:** Monitor properties within the project area that are about to undergo remediation; evaluate strategies against the Responsible Party ("RP") performing the investigation and remediation; determine scope of remediation and impact on redevelopment in project area; work with technical consultants to evaluate redevelopment opportunities, including type of buildings and timing of redevelopment, in connection with remediation footprint and timing; enforce lapses by RPs not performing remediation effectively and/or timely (short of litigation).

3. **Cost Recovery Strategy:** Confer with technical consultant regarding site use history research and identification of PRPs; evaluate available information concerning "as if clean" values and other PRP assets, if any; evaluate technical information potentially linking PRPs to the contamination to assess the viability of litigation with those PRPs; in consultation with the Agency's regular counsel, evaluate Agency's ability to employ eminent domain in tandem or in parallel with statutory and common law theories (e.g., Polanco, CERCLA/RCRA, nuisance); assist the Agency and its regular counsel with preparation of a detailed task list and schedule for execution of the cost recovery strategy.

4. **CEQA:** In conjunction with the Agency's regular counsel, evaluate the CEQA issues associated with the remediation process and develop a CEQA compliance strategy (and task list) for use by the Agency and the regulatory agency; coordinate that strategy with any pre-existing CEQA strategy.

5. **ENA:** Confer/Negotiate regarding ENA with developer to address cost-sharing/funding and associated issues. The deliverable here would be an ENA or similar agreement jointly prepared by the Agency's regular counsel, CCN as special counsel, and the

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 11

developer's counsel. With respect to M+D Properties, Inc., this would require a conflict waiver letter executed by both M + D and the Agency.

6. **Time Estimate:** 60 to 120 days.

7. **Budget Estimate:** \$35,000 to \$100,000 depending on the amount of technical information to be reviewed, the site use history and regulatory background information, the status of development-related plans and pre-existing CEQA materials, and the level of effort by other involved counsel.

8. **Cost Recovery Litigation:** Prepare a task list, time line, and budget (to be prepared during the same initial evaluation process).

II. General Consultation

1. **Program Documents:** Confer with Staff and the Agency's regular counsel regarding toxics/brownfield issues at other redevelopment project sites and/or associated with updating various program documents: general and specific plan, redevelopment project area plans, and the CEQA document(s) associated with updates/modifications to those program documents
2. **Time/Budget Estimates:** To be developed after further consultation to clarify the contours of this effort.

991294045806v1



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer
Lorry Hempe, Public Works Special Projects Manager *RG*

SUBJECT: Approval of a Contract with John L. Hunter and Associates to Install Groundwater Monitoring Well, Prepare Groundwater Installation Report, Provide Periodic Groundwater Monitoring and Reporting, and Represent the City with the State Water Resources Control Board (CIP No. 4011.67.880)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING A CONTRACT WITH JOHN L. HUNTER AND ASSOCIATES TO INSTALL GROUNDWATER MONITORING WELL IF NEEDED, PREPARE GROUNDWATER INSTALLATION REPORT, PROVIDE PERIODIC GROUNDWATER MONITORING AND REPORTING, AND REPRESENT THE CITY WITH THE STATE WATER RESOURCES CONTROL BOARD (CIP NO. 4011.67.880) IN THE AMOUNT NOT TO EXCEED \$66,129."

Background:

At one time the City had five (5) underground storage tanks at two facilities. Four (4) tanks are located at the City Hall North (a former Sheriff Station); two gasoline, one diesel and one waste oil; and one (1) gasoline tank located at the City's former garage. The State required removal of all underground storage tanks that did not meet current design standards. On December 15, 1998, all five underground storage tanks were removed. Previous staff report to the City Council notes that the tanks at the City Hall North and the garage showed no evidence of damage or leaks. However, evidence of a leak attributable to pipes beneath the gasoline dispenser island at City Hall North was found.



Discussion & Analysis:

On May 1, 2014, the Los Angeles Regional Water Quality Control Board (LARQWCB) directed the City to resume groundwater monitoring (Attachment A). The groundwater monitoring program must comply with the following requirements.

- All monitoring wells related to the site must be sampled and monitoring reports must be submitted.
- Groundwater samples must be analyzed in accordance to an approved methodology.
- Prior to consideration of a case closure, City must analyze at least one round of groundwater samples.
- Prior to collecting groundwater samples, free product thickness must be determined and the depth of water must be measured.
- Each groundwater monitoring report must include elements provided by the State Water Board.

LMC 6-3.13 Exception to Bidding; 4/5ths Vote of the City Council for an Exception to Bidding for Consulting Services

This project has stalled. Given the letter from LARWQCB, staff recommends that the City Council authorizes staff to resume the groundwater monitoring. The staff who used to work on this project is no longer with the City. In 2005, John Hunter and Associates monitored the wells. Given that John Hunter and Associates has surveyed the monitoring wells in the past, the firm has knowledge on the project history and the requirements from LARWQCB. John Hunter and Associates submitted a proposal to conduct the following activities: project planning, scoping, and negotiations with LARWQCB, installation of an groundwater monitoring well, groundwater well installation, and periodic groundwater monitoring and reporting for four events. The proposed contract cost is \$66,129. (Attachment B)

Under the Lynwood Municipal Code Section 6-3.13, the City Council can authorize an exemption to the bidding process if the City Council finds by resolution adopted by no less than four-fifths (4/5) of its members, that such acquisition may be more economically and efficiently effected through the use of an alternate procedure.

Staff recommends that the City Council direct staff to resume the groundwater monitoring by awarding a contract to John Hunter and Associates to demonstrate to the LARWQCB the City's good faith compliance.

For subsequent groundwater monitoring thereafter, staff can issue a Request for Proposals for the purpose of obtaining services to conduct periodic monitoring and to undertake activities to attain case closure.

Potential for Additional Requirements from LARQWCB

LARWQCB directs the City to collect groundwater samples to determine current site conditions prior to determining the next plan of action. If there are additional requirements such as extended periodic monitoring, additional borings, or additional installation of groundwater monitoring well, staff would need to bring this back to the City Council for an additional funding request.

Fiscal Impact:

This project has an adopted FY17 Budget of \$55,000. Additional funding is needed to carry out the recommended activities.

UNDERGROUND STORAGE TANK (CIP NO. 4011.67.880)	
PROPOSED PROJECT BUDGET	
Items	Cost
LARWQCB Negotiations, Project Planning and Scoping; installation of groundwater monitoring well, groundwater monitoring and reporting,	\$ 66,129
Staff Time	16,532
Contingency @ 15%	9,919
	92,581
FY17 Approved Budget	55,000
Additional Appropriation Needed	\$ 37,581

Staff requests additional appropriation from the Water Fund in the amount of \$37,581 for preservation of the groundwater. Staff further requests that the City Manager be authorized to amend a proposed agreement with John L. Hunter and Associates for additional services in the amount not to exceed the contingency amount of \$9,919.

Coordinated With:
Finance & Administration
City Attorney

RESOLUTION. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING A CONTRACT WITH JOHN L. HUNTER AND ASSOCIATES TO INSTALL GROUNDWATER MONITORING WELL IF NEEDED, PREPARE GROUNDWATER INSTALLATION REPORT, PROVIDE PERIODIC GROUNDWATER MONITORING AND REPORTING, AND REPRESENT THE CITY WITH THE STATE WATER RESOURCES CONTROL BOARD (CIP NO. 4011.67.880) FOR AN AMOUNT NOT TO EXCEED \$66,129

WHEREAS, in December 1998, two gasoline (12,000 and 2,000 gallon), one 550 gallon diesel, and one 280 gallon waste oil underground storage tanks (USTs) were removed at City Hall North (former police station); and

WHEREAS, on May 1, 2014, the Los Angeles Regional Water Quality Control Board (LARWQB) issued a notice to the City to resume groundwater monitoring; and

WHEREAS; John L. Hunter and Associates has conducted previous monitoring of groundwater at this location; and

WHEREAS, it is prudent for the City to demonstrate good faith to comply with the order LARWQB by expediting the monitoring.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council approves an agreement with John L. Hunter and Associates in an amount not to exceed \$66,129 with the provision to allow the City Manager authority to amend the agreement in the amount not to exceed \$9,919 to provide project planning, scoping, management; to negotiate with the Los Angeles Regional Water Quality Control Board; to install ground water monitoring well if needed; to prepare a groundwater installation report; to conduct periodic groundwater monitoring; and to prepare periodic reporting for four events.

Section 2. The City Council authorizes the Mayor to sign an agreement with John L. Hunter and Associates attached hereto as Exhibit A in a form approved by the City Attorney.

Section 3. The City Council authorizes the City Manager to amend the agreement with John L. Hunter and Associates for additional services in the amount not to exceed \$9,919.

Section 4. The City Council approves the additional appropriation as follows:

From the unappropriated Water Fund
\$37,581

To CIP No. 4011.67880
\$37,581

Section 5. The City Council finds by way of a four-fifths vote of its members that such acquisition may be more economically and efficiently effected through the use of an alternate procedure.

Section 6. The City Council finds that resuming the groundwater monitoring expeditiously by John L. Hunter and Associates, a firm knowledgeable about this site's monitoring history, would provide good faith compliance with the LARWQCB.

Section 7. The City Clerk is directed to certify the adoption of this Resolution.

Section 8. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 16th day of August, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godinez II, P.E.
Director of Public Works /City Engineer



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Los Angeles Regional Water Quality Control Board

May 1, 2014

Mr. Emilio Murga
Director of Public Works
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

**UNDERGROUND STORAGE TANK PROGRAM – REQUIREMENT TO TAKE CORRECTIVE ACTION IN RESPONSE TO UNAUTHORIZED UNDERGROUND STORAGE TANK RELEASE PURSUANT TO HEALTH AND SAFETY CODE SECTION 25296.10 AND TITLE 23, CALIFORNIA CODE OF REGULATIONS, SECTION 2720-2727
CITY OF LYNWOOD - CITY HALL NORTH (FORMER POLICE STATION) (A-1 SITE)
11330 BULLIS ROAD, LYNWOOD, CA (FILE NO. R-26714)**

Dear Mr. Murga:

Pursuant to Health and Safety Code section 25296.10, you are required to take corrective action (i.e., Preliminary Site Assessment, Soil and Water Investigation, Corrective Action Plan Implementation, and Verification Monitoring) to ensure protection of human health, safety and the environment. Corrective action requirements are set forth in California Code of Regulations (CCR), title 23, sections 2720 through 2727.

We reviewed the following technical reports:

- "Quarterly Groundwater Monitoring Report" (the Report) dated October 31, 2005
- "Groundwater Monitoring Report – First Quarter 2004" dated April 15, 2004.
- "CPT-Rost Report" dated April 15, 2004.

The following are Regional Board staff's comments about the reports.

Site Assessment and/or Corrective Action Update

In December 1998, two gasoline (12,000 and 2,000 gallon), one 550 gallon diesel, and one 280 gallon waste oil underground storage tanks (USTs) were removed.

Several site assessments were conducted between 1998 and 2004. Approximately 35 soil borings were drilled to a maximum depth of 75 feet below ground surface (bgs). Soil samples collected from the borings detected TPHg up to 10,900 mg/kg, TPHd up to 9,980 mg/kg, benzene up to 3.5 mg/kg, and MTBE up to 0.16 mg/kg.

According to the Report, a total of three monitoring wells (MW-1 through MW-3) have been monitored at the site. Historically, maximum concentrations of TPHg up to 1,200 µg/L (MW-2),

CHARLES STUBBEN, CHAIR | SAMUEL UNGER, EXECUTIVE OFFICER

320 West 4th St., Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

Mr. Emilio Murga
City of Lynwood – City Hall North
(Former Police Station)

May 1, 2014

benzene up to 180 µg/L (MW-2), and MTBE up to 8.6 µg/L (MW-2) have been detected in the groundwater. In October 2005, TPHg up to 384 µg/L (MW-2), benzene at 196 µg/L (MW-2), and MTBE up to 3.85 µg/L (MW-2) were detected in groundwater. The groundwater table was measured in October 2005 at approximately 30 feet bgs and the groundwater flow direction was at a southeast direction.

Resume Groundwater Monitoring (Per CCR, Title 23, §2724 and §2726)

Reference is made regarding a telephone conversation on April 29, 2014 between Regional Board staff, Jimmie Woo and City of Lynwood Engineer Mr. Josef Kekula regarding on-going leaking underground tank case and delinquent reports. Since a significant time has passed since your last groundwater monitoring event and due to recent development regarding the State Board's "Low-Threat Underground Storage Tank Case Closure Policy" (Low Threat Policy) adopted in August 2012 (http://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2012/rs2012_001_6atta.pdf), it was agreed it would prudent to collect groundwater samples to determine current site conditions prior to determining next plan of action. Therefore, you are required to resume groundwater monitoring. The groundwater monitoring program must comply with the following requirements:

1. All monitoring wells related to the site must be sampled and monitoring reports must be submitted according to the below schedule, with the next monitoring report due by **July 15, 2014**.

<u>Reporting Period</u>	<u>Sampling Period</u>	<u>Report Due Date</u>
January – June	April – June	July 15th
July – December	October – December	January 15th

2. Groundwater samples must be analyzed by Cal-LUFT GC/FID or Cal-LUFT GC/MS Method for total petroleum hydrocarbons as gasoline (TPHg), total petroleum hydrocarbons as diesel (TPHd) when diesel is identified at the site; and by EPA Method 8260B for benzene, toluene, ethylbenzene and xylenes (BTEX), **naphthalene**, and fuel oxygenate compounds including methyl tertiary butyl ether (MTBE), di-isopropyl ether (DIPE), ethyl tertiary butyl ether (ETBE), tertiary amyl methyl ether (TAME), and tertiary butyl alcohol (TBA). Ethanol is also required and shall be analyzed by either method above. The analytical detection limits must conform to the Regional Board General Laboratory Testing Requirements (9/06) (http://www.waterboards.ca.gov/losangeles/publications_forms/forms/ust/lab_forms/labreq_9-06.pdf). All respective analytical methods must be certified by the California Environmental Laboratory Accreditation Program (ELAP). All analytical data must be reported by a California-certified laboratory.
3. Prior to consideration of case closure, responsible party must analyze at least one round of groundwater samples including all common aromatic and chlorinated volatile organic compounds per EPA Method 8260B. If the site has a waste oil tank, the full suite of aromatic and chlorinated analytes must be tested and reported per EPA Method 8260B.
4. Prior to collecting groundwater samples, free product thickness (if present) must be determined and the depth to water must be measured in all wells to be sampled. Then the wells are to be properly purged until the temperature, conductivity, and pH stabilize,

and the water is free of suspended and settleable matter, before samples are collected for analysis.

5. Each groundwater monitoring report must include the following:
 - A separate summary table containing current concentrations.
 - A summary table containing all historical data per each well with groundwater depth (or elevation) and well screen intervals.
 - A regional map depicting site vicinity business and street, etc.
 - A site plot plan depicting site location, tank and associated system locations.
 - A site map depicting all well locations and groundwater elevations (contour) with flow gradient and direction.
 - An isoconcentration map for TPHg, benzene, MTBE, and TBA respectively.
 - A hydrograph superimposing on concentration over time at the most impacted well for TPHg, benzene, MTBE, and TBA (or at any other wells as warranted).

E-Report Submittal

Effective November 1, 2011, the Los Angeles Regional Water Quality Control Board implemented a Paperless Office system. For all parties who upload electronic documents to State Database GeoTracker, it is no longer necessary to email a copy of these documents to losangeles@waterboards.ca.gov or submit hard copies to our office. The Regional Board will no longer accept documents (submitted by either hard copy or email) already uploaded to GeoTracker.

General Requirements

1. The contractor who conducts the environmental work as required in this Order shall, at all times, comply with all applicable State laws, rules, regulations, and local ordinances specifically, including but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances. The contractor shall obtain the services of a Professional Geologist or Engineer, Civil (PG/PE-Civil) to comply with the applicable requirements of the Business and Professions Code, sections 7800 et seq. implementing regulations for geological or engineering analysis and interpretation for this case. All documents prepared for others by the contractor that reflect or rely upon geological or engineering interpretations by the contractor shall be signed or stamped by the PG/PE-Civil indicating her/his responsibility for them as required by the Business and Professions Code.
2. All necessary permits must be obtained from the appropriate agencies prior to the start of work.
3. Prior to commencing any fieldwork, Regional Board staff must be given a minimum of 15 days advance notice in writing, so that one of our staff may be present.

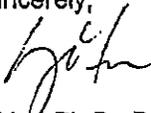
Mr. Emilio Murga
City of Lynwood – City Hall North
(Former Police Station)

- 4 -

May 1, 2014

If you have any questions on this matter, please contact Mr. Jimmie Woo at (213) 576-6698 or jwoo@waterboards.ca.gov.

Sincerely,



Yi Lu, Ph.D., P.G.
Chief of Los Angeles River Watershed Unit
Underground Storage Tank Section

cc: Kathy Jundt, State Water Resources Control Board, Underground Storage Tank Cleanup
Fund
Phuong Ly, Water Replenishment District of Southern California
Richard Lavin, County of Los Angeles, Department of Public Health Services, Drinking
Water Program
Josef Kekua, City of Lynwood



August 9, 2016

Raul Godinez, Director of Public Works/City Engineer
City of Lynwood

Subject: Proposal to conduct sub-Surface Investigation, Groundwater Well installation.

Dear Mr. Godinez:

Beginning in 2005, JLHA conducted three monitoring events at the three monitoring wells located at the Lynwood civic center in relation to the former underground tank at the site. The California Regional Water Quality Control Board is now requiring additional investigation, which includes the installation of a fourth monitoring well. The attached proposal is to review the initial underground tank removal report, discuss the scope of work with the Regional Board and then install one groundwater monitoring well and monitoring the well. JLHA will be subcontracting a majority of the work to Alta Environmental.

Please let me know if you have any questions.

Sincerely,



John L. Hunter, PE.

6131 ORANGETHORPE AVE, Suite 300, BUENA PARK, CALIFORNIA 90620
(562) 802-7880 FAX (562) 802-2297 www.jlha.net
GENERAL ENGINEERING LICENSE A-582340 | HAZARDOUS SUBSTANCE REMEDIATION LIC. 3382

COMPREHENSIVE ENVIRONMENTAL MANAGEMENT

Table 1
 Cost Schedule - GW Well Install and Quarterly Sampling
 11330 Bullis Road, Lynwood CA

Task	Description	Units	Unit Cost	Markup	Subtotal	Total
1	Project Planning, Scoping, Project Management, Agency Negotiations					\$8,900.00
	Labor					\$8,900.00
	Senior III	15 hr	\$180.00	1.00	\$2,700.00	
	Senior I	25 hr	\$160.00	1.00	\$4,000.00	
	Staff Professional	15 hr	\$120.00	1.00	\$1,800.00	
	Administrative	5 hr	\$80.00	1.00	\$400.00	
2	Installation of Groundwater Monitoring Well					\$13,582.60
	Labor - Field					\$3,400.00
	Senior III	2 hr	\$180.00	1.00	\$360.00	
	Senior II	4 hr	\$160.00	1.00	\$640.00	
	Associate I	20 hr	\$120.00	1.00	\$2,400.00	
	Subcontractors					
	Well Drilling/Development (BC2 Environmental)	1 ls	\$4,500.00	1.15	\$5,175.00	\$5,175.00
	Well Survey (JB Koenig & Associates)	1 ls	\$1,500.00	1.15	\$1,725.00	\$1,725.00
	IDW Pickup and Disposal (11 drums)	11 ea	\$120.00	1.15	\$1,518.00	\$1,518.00
	Laboratory Analysis - Soil Samples					\$1,109.75
	TPHg and TPHd by EPA Method 8015M	6 ea	\$75.00	1.15	\$517.50	
	VOCs/Oxygenates by EPA Method 8260B	6 ea	\$65.00	1.15	\$448.50	
	T22 Metals by EPA Method 6010	1 ea	\$75.00	1.15	\$86.25	
	Laboratory Geotracker EDF report	1 ea	\$50.00	1.15	\$57.50	
	Other Direct Costs					\$654.85
	Mileage	40 mi	\$0.70	1.00	\$28.00	
	Permit Fees	1 ea	\$519.00	1.15	\$596.85	
	Daily Consumables	1 ea	\$30.00	1.00	\$30.00	
3	Groundwater Well Installation Report					\$4,400.00
	Labor					\$4,400.00
	Senior Geologist III (PG)	8 hr	\$180.00	1.00	\$1,440.00	
	Staff Professional	24 hr	\$120.00	1.00	\$2,880.00	
	Administrative	1 hr	\$80.00	1.00	\$80.00	
4	Periodic Groundwater Monitoring and Reporting (4 Events)					\$30,621.00
	Labor - 4 Sampling Events					\$6,480.00
	Senior III	0 hr	\$180.00	1.00	\$0.00	
	Senior II	8 hr	\$160.00	1.00	\$1,280.00	
	Associate I	40 hr	\$120.00	1.00	\$4,800.00	
	Administrative	5 hr	\$80.00	1.00	\$400.00	
	Labor - 4 Reporting Events					\$15,280.00
	Senior III	16 hr	\$150.00	1.00	\$2,400.00	
	Senior II	32 hr	\$120.00	1.00	\$3,840.00	
	Associate I	72 hr	\$120.00	1.00	\$8,640.00	
	Administrative	5 hr	\$80.00	1.00	\$400.00	
	Subcontractors - 4 Sampling Events					
	Well Sampling (Confluence)	4 ea	\$1,000.00	1.15	\$4,600.00	\$4,600.00
	Laboratory Analysis for Water Samples (AETL)					\$3,151.00
	TPHg and TPHd by Cal-LUFT GC/MS	16 ea	\$75.00	1.15	\$1,380.00	
	VOCs/oxygenates by EPA Method 8260B	16 ea	\$65.00	1.15	\$1,196.00	
	T22 Metals by EPA Method 6010	4 ea	\$75.00	1.15	\$345.00	
	Laboratory Geotracker EDF report	4 ea	\$50.00	1.15	\$230.00	
	Groundwater Waste Pickup and Disposal	4 ea	\$200.00	1.15	\$920.00	\$920.00
	Other Direct Costs					\$190.00
	Mileage	100 mi	\$0.70	1.00	\$70.00	
	Daily Consumables	4 ea	\$30.00	1.00	\$120.00	
Total Cost (Tasks 1 through 4)						\$57,503.60

Table 1
Cost Schedule - GW Well Install and Quarterly Sampling
11330 Bullis Road, Lynwood CA

Cost Summary	
Labor	\$38,460.00
Subcontractors Total	\$18,198.75
JB Koenig & Associates	\$1,725.00
Confluence	\$4,600.00
BC2 Environmental	\$5,175.00
AETL - Soil Samples	\$1,109.75
AETL - Water samples	\$3,151.00
Belshire	\$2,438.00
ODCs	\$844.85
Total Cost	\$57,503.60
JLHA Oversight 15%	\$8,625.54
New Total	\$66,129.14

**CITY OF LYNWOOD, CALIFORNIA
PROFESSIONAL SERVICES AGREEMENT**

This agreement ("Agreement") is made as of August 16, 2016, by and between the City of Lynwood, a California municipal corporation ("City"), and John L. Hunter and Associates, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITAL

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to consulting services to conduct sub-surface investigation and groundwater well installation adjacent to the City Hall North ("Project"); and,

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by the Consultant are as described in **Exhibit A.**

B. Time of Performance. Consultant shall develop a Work Plan jointly with the City. The Work Plan shall set the Performance Schedule for the work.

2. Term of Agreement. This Agreement shall be for a term of eighteen (18) months commencing on the issuance of the Notice to Proceed as issued by the Director of Public Works/City Engineer, (the Commencement Date") and terminating eighteen months (18) thereafter, (the "Termination Date"), unless sooner terminated pursuant to the provision of the Agreement. In the event Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date. The month-to-month extension shall not increase the not-to-exceed amount under Section 3, Compensation and Payment.

If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation and Payments

A. Compensation. City agrees to compensate Consultant for services rendered in an amount not to exceed Sixty Six Thousand and One Hundred Twenty Nine Dollars (\$66,129). All services and deliverables within the scope of work as defined in **Exhibit A**.

B. Payments. The Consultant shall submit to the City for approval monthly applications for payment for basic and additional services, with reasonable supporting detail. Payments for basic services shall not exceed the Monthly Cost listed above unless approved by the Director of Public Works/City Engineer. Payment shall be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

C. Additional Services. The City Manager may amend this Agreement for additional services in the amount not to exceed Nine Thousand and Nine Hundred Nineteen Dollars (\$9,919).

4. **General Terms and Conditions**. The General Terms and Conditions set forth Exhibit B are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. **Addresses.**

City

City of Lynwood

11330 Bullis Road

Lynwood, CA 90262

Attn: Director of Public Works/ City Engineer

Phone: 310-603-0220

Consultant

John L. Hunter and Associates

6131 Orangethorpe Ave.

Suite 300

Buena Park, CA 90620

Attn: John Hunter

Phone: 562-802-7880

6. **Exhibits**. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A- Scope of Services
Exhibit B- General Terms and Conditions (7 pages).
Exhibit C- August 9, 2016 Proposal from John L. Hunter and Associates

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

CITY OF LYNWOOD, CALIFORNIA

By: _____
Edwin Hernandez
Mayor
Date _____

ATTEST:

By: _____
Maria Quinonez
City Clerk
Date _____

APPROVED AS TO FORM:

By: _____
David A. Garcia, City Attorney
Date _____

CONSULTANT
John L. Hunter and Associates, Inc

By: _____
John Hunter
Date _____

EXHIBIT A

SCOPE OF SERVICES

On May 1, 2014, the Los Angeles Regional Water Quality Control Board (LARQWCB) directed the City to resume groundwater monitoring (Attachment A). The groundwater monitoring program must comply with the following requirements.

- All monitoring wells related to the site must be sampled and monitoring reports must be submitted.
- Groundwater samples must be analyzed in accordance to an approved methodology.
- Prior to consideration of a case closure, City must analyze at least one round of groundwater samples.
- Prior to collecting groundwater samples, free product thickness must be determined and the depth of water must be measured.
- Each groundwater monitoring report must include elements provided by the State Water Board.

The Consultant shall provide the following services:

- Install groundwater monitoring well if needed,
- Prepare groundwater installation report,
- Provide periodic groundwater monitoring and reporting,
- Represent the City with the State Water Resources Control Board.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State City regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. Consultant represents to the City, and City relies on Consultant's representations, that consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for

issues related to Consultant's status as an independent contractor, including Consultant's failure to comply with Collection Agency's duties, obligations, and responsibilities under the Affordable Care Act. Consultant agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to Consultant's obligations under the Affordable Care Act."

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards normally practiced by recognized consulting companies in performing services of a similar nature. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A-1 and Exhibit A-2**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A-1 and Exhibit A-2**, or those so assigned in writing to Consultant by the City Council.

B. The City Manager or his or her designee, shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), or damage to or destruction to third-party property, to the extent caused by the Consultant's negligent or willful acts or omissions of its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits \$1,000,000 per occurrence and in the aggregate.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on policy form coverage specifically designed to protect against

acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be \$1,000,000 per occurrence and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, or reduced (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel or reduce said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality.

Consultant in the course of its duties may have access to confidential data of City, private

individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product.

All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use of dissemination by City. Such material shall not be subject to copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination. City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, the City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under

this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition.

Prior to entering into this Agreement, Consultant has submitted documentation reasonably acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation.

For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws.

Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the

prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

23. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

EXHIBIT C

AUGUST 9, 2016 PROPOSAL FROM JOHN HUNTER AND ASSOCIATES



August 9, 2016

Raul Godinez, Director of Public Works/City Engineer
City of Lynwood

Subject: Proposal to conduct sub-Surface Investigation, Groundwater Well installation.

Dear Mr. Godínez:

Beginning in 2005, JLHA conducted three monitoring events at the three monitoring wells located at the Lynwood civic center in relation to the former underground tank at the site. The California Regional Water Quality Control Board is now requiring additional investigation, which includes the installation of a fourth monitoring well. The attached proposal is to review the initial underground tank removal report, discuss the scope of work with the Regional Board and then install one groundwater monitoring well and monitoring the well. JLHA will be subcontracting a majority of the work to Alta Environmental.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "John L. Hunter". The signature is written in a cursive style with a long horizontal stroke extending from the end.

John L. Hunter, PE.

6131 ORANGETHORPE AVE, Suite 300, BUENA PARK, CALIFORNIA 90620
(562) 802-7880 FAX (562) 802-2297 www.jlha.net
GENERAL ENGINEERING LICENSE A-582340 | HAZARDOUS SUBSTANCE REMEDIATION LIC. 3382

COMPREHENSIVE ENVIRONMENTAL MANAGEMENT

Table 1
 Cost Schedule - GW Well Install and Quarterly Sampling
 11330 Bullis Road, Lynwood CA

Task	Description	Units	Unit Cost	Markup	Subtotal	Total
1	Project Planning, Scoping, Project Management, Agency Negotiations					\$8,900.00
	Labor					\$8,900.00
	Senior III	15 hr	\$180.00	1.00	\$2,700.00	
	Senior I	25 hr	\$160.00	1.00	\$4,000.00	
	Staff Professional	15 hr	\$120.00	1.00	\$1,800.00	
	Administrative	5 hr	\$80.00	1.00	\$400.00	
2	Installation of Groundwater Monitoring Well					\$13,582.60
	Labor - Field					\$3,400.00
	Senior III	2 hr	\$180.00	1.00	\$360.00	
	Senior II	4 hr	\$160.00	1.00	\$640.00	
	Associate I	20 hr	\$120.00	1.00	\$2,400.00	
	Subcontractors					
	Well Drilling/Development (BC2 Environmental)	1 ls	\$4,500.00	1.15	\$5,175.00	\$5,175.00
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	Labor - 4 Reporting Events					\$15,280.00
	Senior III	16 hr	\$150.00	1.00	\$2,400.00	
	Senior II	32 hr	\$120.00	1.00	\$3,840.00	
	Associate I	72 hr	\$120.00	1.00	\$8,640.00	
	Administrative	5 hr	\$80.00	1.00	\$400.00	
	Subcontractors - 4 Sampling Events					
	Well Sampling (Confluence)	4 ea	\$1,000.00	1.15	\$4,600.00	\$4,600.00
	Laboratory Analysis for Water Samples (AETL)					\$3,151.00
	TPHg and TPHd by Cal-LUFT GC/MS	16 ea	\$75.00	1.15	\$1,380.00	
	VOCs/oxygenates by EPA Method 8260B	16 ea	\$65.00	1.15	\$1,196.00	
	T22 Metals by EPA Method 6010	4 ea	\$75.00	1.15	\$345.00	
	Laboratory Geotracker EDF report	4 ea	\$50.00	1.15	\$230.00	
	Groundwater Waste Pickup and Disposal	4 ea	\$200.00	1.15	\$920.00	\$920.00
	Other Direct Costs					\$190.00
	Mileage	100 mi	\$0.70	1.00	\$70.00	
	Daily Consumables	4 ea	\$30.00	1.00	\$120.00	
Total Cost (Tasks 1 through 4)						\$57,503.60

Table 1
 Cost Schedule - GW Well Install and Quarterly Sampling
 11330 Bullis Road, Lynwood CA

Cost Summary	
Labor	\$38,460.00
Subcontractors Total	\$18,198.75
JB Koenig & Associates	\$1,725.00
Confluence	\$4,600.00
BC2 Environmental	\$5,175.00
AETL - Soil Samples	\$1,109.75
AETL - Water samples	\$3,151.00
Belshire	\$2,438.00
ODCs	\$844.85
Total Cost	
	\$57,503.60
JLHA Oversight 15%	\$8,625.54
New Total	\$66,129.14



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Mark Flores, Director of Recreation and Community Services *MF*
Jose Trejo, Deputy of Director

SUBJECT: Request to Issue Request for Proposal (RFP) for Senior Congregate and Home Delivered Meals Service

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE LYNWOOD CITY COUNCIL AUTHORIZING CITY STAFF TO RELEASE A REQUEST FOR PROPOSALS TO QUALIFIED VENDORS TO PROVIDE SENIOR CONGREGATE AND HOME-DELIVERED MEAL SERVICES FOR THE CITY OF LYNWOOD SENIOR NUTRITION MEALS PROGRAM."

Background:

Since the inception of the Senior Nutrition Meals Program, the City of Lynwood through contracted services has provided congregate and home-delivered meals to seniors over the age of 60. This program is financed with Federal Older Americans Act (OAA) grant funds received from the California Department of Aging (CDA). Under this program, over 25,000 hot, nutritious lunches are prepared, delivered and served annually to Lynwood seniors. Congregate meals are served in the dining room of the Senior Center and home delivered meal service is provided to home-bound seniors in the service area of Lynwood. Human Services Association (HSA), is currently providing that service at noon-time, five days a week, Monday through Friday. Approximately 16,000 congregate meals and 9,000 home delivered meals were served during FY 2015-2016. The four year term contract with HSA is set expire on October 29, 2016.



Discussion & Analysis:

The City Council is being asked to adopt the attached Resolution authorizing staff to solicit proposals from qualified vendors to operate the City's Senior Nutrition Meals Program. The City is able to contract with county-approved agencies who receive grant monies from the Federal Older Americans Act to provide congregate and/or home-delivered meal services. These grant funds supplement the cost for food used in meals served under the OAA, and the award of funds is based on the number of meals served. The city currently pays \$1.25 per meal. The program offers clients the opportunity to contribute towards the program by paying a suggested donation of \$2.25 per meal. HSA does not deny service to anyone that is not able to pay the suggested donation. HSA's actual cost per meal provided is approximately \$8.50. The cost difference is made up through fundraising efforts and reimbursement grants from the Federal Older Americans Act.

To comply with the City's purchasing ordinance for contract awards over \$15,000, a request for proposals needs to be issued to obtain the most qualified vendor for the City. Upon approval by the City Council, staff will issue a RFP to solicit proposal from qualified agencies to provide meal services for a four-year contract term, commencing October 31, 2016 through October 30, 2020, contingent upon the availability of funds and contractor performance. The RFP schedule will be as follows:

<u>Item</u>	<u>Date</u>
Council Approval to Issue RFP	August 16, 2016
RFP Published/Sent Out	August 23, 2016
RFP Published (Newspaper)	August 26, 2016
Proposals Due	September 28, 2016
Proposals Evaluated by Staff	October 3, 2016
City Manager's Recommendation to Council	October 18, 2016
Anticipated Contract Start Date	October 31, 2016

Fiscal Impact:

The FY 17 budget for the Lynwood Senior Nutrition Congregate/ Home-Delivered Meal Program is \$24,500. The total cost of the new contract will not be known until proposals are evaluated. An appropriation of funds to the Senior Division Professional Services Account was included in the FY 2016-2017 adopted budget, based on FY 2015-16 expenditures.

Coordinated With:

Finance Department
City Attorney's Office

Attachment:

RFP for Senior Congregate and Home Delivered Meals

RESOLUTION No. _____

A RESOLUTION OF THE LYNWOOD CITY COUNCIL AUTHORIZING CITY STAFF TO RELEASE A REQUEST FOR PROPOSALS TO QUALIFIED VENDORS TO PROVIDE SENIOR CONGREGATE AND HOME-DELIVERED MEAL SERVICES FOR THE CITY OF LYNWOOD SENIOR NUTRITION MEALS PROGRAM

WHEREAS, meeting the nutrition needs of older Americans is a significant means of maintaining health and wellness in our senior citizen population; and

WHEREAS, the City of Lynwood desires to continue to provide congregate and home-delivered meals at noon-time, Monday through Friday at the Lynwood Senior Center and to home-bound, elderly adults; and

WHEREAS, the City's Senior Nutrition Meals Program current annual cost is approximately \$24,500; and

WHEREAS, the City of Lynwood purchasing guidelines requires that a formal Request For Proposals is issued for purchases in excess of \$15,000; and

WHEREAS, the City of Lynwood desires to have qualified vendors bid for the opportunity to provide meal services for the City's Senior Nutrition Meals Program; and

WHEREAS, the City expects to have selected a successor vendor by October 28, 2016.

NOW, THEREFORE, the City of Lynwood does hereby find, order, and resolve as follows:

Section 1. That City staff is authorized to solicit bids for Congregate and Home-Delivered Services from qualified vendors through a Request for Proposals (RFP).

Section 2. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED TO CONTENT:

Mark Flores, Director
Recreation & Community Svcs.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing Resolution was duly adopted by the City Council of the City of Lynwood at a regularly scheduled meeting held in the City Hall of said City on the 16th day of August, 2016, and passed by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Maria Quinonez, City Clerk

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing is a full, true correct copy of Resolution No. _____ on file in my office and that said Resolution adopted on the date and by the vote therein stated.

Dated this 16th day of August 2016.

Maria Quinonez, City Clerk

**CITY OF LYNWOOD
RECREATION AND COMMUNITY SERVICES DEPARTMENT**



TABLE OF CONTENTS

NOTICE FOR REQUEST FOR PROPOSALS

SENIOR NUTRITION PROGRAM

		<u>PAGE(S)</u>
SECTION I	INTRODUCTION	3
SECTION II	BACKGROUND	3
SECTION III	SCOPE OF WORK	4
SECTION IV	VENDOR PERSONNEL REQUIREMENTS	5
SECTION V	REPORTING PROCEDURES	7
SECTION VI	STANDARD PROVISIONS FOR CONTRACT	8
SECTION VII	PROPOSAL INQUIRIES	12
SECTION VIII	PROPOSAL SUBMISSION REQUIREMENTS	13
SECTION IX	SELECTION PROCESS	13
SECTION X	RFP TIMELINE	14
SECTION XI	RFP SUBMITTAL INSTRUCTIONS	14
	SIGNATURE PAGE	16
ATTACHMENTS		
	Exhibit A - Sample Agreement	
	Exhibit B - General Terms and Conditions	
	Exhibit C - Statement of References	

NOTICE INVITING REQUEST FOR PROPOSALS

FOR

SENIOR NUTRITION PROGRAM

The City of Lynwood ("City"), California is seeking proposals from experienced and qualified food vendors to provide congregate meals and home delivered meals for the Senior Nutrition Program.

Proposals must be submitted on or before **3:00 p.m. on Wednesday, September 28, 2016**. Proposals received after the submittal time will be rejected and returned unopened to the sender. Proposals are to be delivered to the following address:

MARIA QUINONEZ, CITY CLERK
CITY CLERK'S OFFICE
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

Each vendor shall provide one original and **six (6) copies** of their proposal in a sealed envelope marked "**SEALED RFP # _____ FOR SENIOR NUTRITION PROGRAM.**"

The submission shall include the entire RFP document and any amendments if issued.

A copy of the RFP may be obtained from City of Lynwood, Recreation & Community Services Department by calling (310) 603-0220, ext. 319 or by visiting the City of Lynwood website at www.lynwood.ca.us and downloading the document.

The City of Lynwood reserves the right to reject any and all proposals.

Inquiries regarding these proposals should be directed to: Mark Flores, Director of Recreation and Community Services, by email at mflores@lynwood.ca.us or by US mail to: 11301 Bullis Road, Lynwood, CA 90262.

There will be a pre-proposal meeting held on **Wednesday, September 7, 2016 at 10:00 a.m. at Bateman Hall**, 11331 Ernestine Avenue, Lynwood, CA 90262. All prospective proposers are urged to attend the pre-proposal meeting.

Thank you for your interest.

REQUEST FOR PROPOSAL

FOR SENIOR NUTRITION PROGRAM

I. INTRODUCTION

The City of Lynwood operates a year-round Senior Nutrition Program which provides nutritious hot meals at lunchtime, Monday through Friday to persons sixty (60) years of age or older. Meals are offered at the Lynwood Senior Center, and are home delivered, to persons sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated.

The City of Lynwood ("City"), California is seeking proposals from experienced and qualified food vendors to provide congregate meals and home delivered meals for the City's Senior Nutrition Program. This RFP describes the general rules for preparing and submitting proposals and the City's requirements for the purpose of serving hot or otherwise appropriate meals daily to persons sixty (60) years or older. The vendor will operate on the City calendar and will assure daily delivery within a timeframe established by the City.

Approximately 24,000 congregate meals and home-delivered meals were purchased in FY 2014/2015 and 25,000 meals in FY 2015/2016. The current average meals per month are 2,100 based upon actual service levels provided in FY 2015/2016. The contractor must be able to allow for daily fluctuation. The daily average projected number of each type of meal served by the current meal provider is shown in the table below:

Year	Average # of Congregated Meals per day	Average # of Home Delivered Meals per day
FY 2014/15	56	32
FY 2015/16	63	36

All costs related to the preparation, delivery, and individual home delivery including condiments, plastic and paper products required to serve meals should be included in the per-meal cost submitted in response to this RFP.

II. BACKGROUND

Located in the industrial heartland of Los Angeles County, the City is nestled less than 20-miles between two of the busiest ports in the world, Port of Long Beach and Port of Los Angeles. Major transportation corridors bound the City of Lynwood: I-710 Long Beach Freeway to the east, I-105 running east and west, and the Alameda Corridor to the west.

The City consists of 4.9 square miles. The City is a general law city operating under a Council-Manager form of government. The City's policymakers are comprised of five (5) members elected at large in overlapping terms.

The Recreation and Community Services Department is responsible for the operations of the City's parks and community recreation facilities. The Recreation and Community Services Department also manages the rentals of public facilities and coordinates the senior citizens meal service.

III. SCOPE OF WORK

The following are tasks and work activities as general minimum work and services that the food vendor shall perform.

a. Vendor's Responsibilities

The Vendor shall be responsible for the complete performance of all of the scope of work herein. This responsibility includes providing services and performing tasks that are related directly to the provision of the senior nutrition program, which consists of two services, congregate meals and home-delivered meals. The vendor shall furnish all food, labor, and equipment to prepare and deliver meals and/or bulk foods for persons 60 years of age or older, in accordance with all applicable Federal, State, and County laws, regulations and guidance; the California Health and Safety Codes, more specifically, the California Uniform Food Facilities Law (CURFFL), revised, effectively January 1, 2002, the health and safety standards and regulations of Title II of the Older Americans Act (OAA), U.S. Department of Health and Human Services Administration on Aging, and the Los Angeles County Area Agency on Aging (AAA) Policies and Procedures. The daily meals service shall be provided Monday through Friday from approximately 11:30 A.M. – 12:30 P.M.

Menus shall be in compliance with OAA Title IIIC meal procedures. All food must be of the highest quality standard and comply with the Dietary Guidelines for Americans, published by the Secretary, U.S. Department of Agriculture. It must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat because of age of our participants. The contractor is responsible for assuring its high quality before it is sent to meal sites. Menus may require modifications based on customer requests.

b. Personnel Levels

The Vendor shall have the capability to provide levels of personnel required to perform regularly scheduled work and meet the requirements that result from providing meals to the Senior Nutrition Program on a daily basis.

The Vendor shall provide a Nutrition Site Manager, Kitchen Aide and Drivers and compensate these employees with wages, benefits and payroll taxes in compliance with all applicable federal, state and local labor laws. Vendor personnel shall handle kitchen operation and serving of congregate meals, inclusive of packing and delivery of home delivered meals in accordance with the California Health Code, the AAA Policies and Procedures and the County of Los Angeles Community and Senior Services (CSS) Contracts Management Manual.

c. Reports and Records

The Vendor shall prepare all required written reports, including reports on incidents and injuries for the City Manager's designated department overseeing the Senior Meal Service contract. A draft report shall be submitted to the City Manager or his designee following the end of the shift in which the incident occurred, and a final report submitted

within 24-hours to the City Manager or his designee. The vendor will maintain a record of the number of meals delivered and provide this information monthly to the City Manager or his designee.

The Vendor also agrees to retain records pertaining to this program for a minimum period of six years after the end of the fiscal year to which they pertain and, upon request, to make these accounts and records available to representatives of the City for audit or administrative review at a reasonable time and place.

d. *Public Information*

Vendor shall provide information as requested from members of the general public lawfully in buildings and/or on the grounds under control of the City.

e. *Relief for Absenteeism and Vacation*

The Vendor shall provide relief personnel as necessary and/or work overtime at no additional cost to the City to ensure that meal service is provided as required. If the Kitchen Supervisor is absent, the Vendor shall provide a replacement that is competent and has been given the authority to carry out the duties of the Kitchen Supervisor.

f. *Storage Space*

The Vendor shall store its supplies, materials and equipment in storage areas designated by the City. The Vendor agrees to keep these areas neat and clean at all times and to comply with applicable fire regulations. Space in the City's facility furnished to the Vendor as a storage area must be cleaned and maintained by the Vendor to the approval of the City Manager or his designee and/or facility's authorized administrator.

IV. VENDOR PERSONNEL REQUIREMENTS

The Contract personnel provided pursuant to the aforementioned Scope of Work and contract will be assigned to a City site/facility.

a. *Vendor Food Service*

The Vendor, at the Vendor's own expense, shall provide and furnish all labor, equipment, vehicle, and supplies for the assigned personnel for their performance of senior citizen's meal services as specified. The Vendor shall supply the City with food service personnel who are properly trained and qualified and who meet the minimum requirements and qualifications as outlined in the Contracts Management Manual issued by (CSS).

b. *Conduct*

Vendor's personnel will be working in a City facility/site location(s), and as such, they must be polite, courteous, helpful, and interested in doing a good job. Professional standards are expected at all times while on a City site.

c. Alcohol and Controlled Substance

Vendor's personnel shall not report for work under the influence of or in possession of any alcoholic beverage, or of any controlled substance. The exception to this requirement is when the Vendor's personnel use a controlled substance as prescribed by a physician, so long as the performance of the duties and responsibilities and/or the safety of the work are not compromised thereby.

- 1) Smoking: is prohibited inside City buildings, structures, shacks and lobbies by Security Officers, City employees and the public per City policy.

d. Soliciting

Soliciting by the Vendor and its personnel is prohibited on City premises. The vendor shall inform food service personnel of this policy prior to commencing work under this Contract.

e. Cleanliness and Neatness

The Contractor shall establish and enforce rules of cleanliness and neatness for its personnel.

f. Personal Appearance

- 1) Hair Standards: Food Service personnel shall keep their hair neat, clean, and well groomed.

Males shall keep their hair properly trimmed. The hair shall be at least moderately tapered, shall not extend below the top of the shirt collar nor cover any portion of the ear, and shall not interfere with the proper wearing of the uniform hat.

Females shall arrange their hair so that it does not extend below the bottom edge of the collar, nor interfere with vision in any way.

- 2) Sideburns: Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. The flare (terminal portion of the sideburn) shall not exceed the width of the main portion of the sideburn by more than one fourth of the un-flared width. The sideburn shall be trimmed and neat in appearance.
- 3) Mustaches: A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the vermilion border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.
- 4) Identification: the Vendor shall furnish identification badges.

V. REPORTING PROCEDURES

a. Customer Complaints and Notifications

All complaints against the Senior Meal Service Program shall be directed in writing to the City Manager or his designee and notifications made to the Vendor. Generally, all complaints shall be resolved within twenty-four (24) hours upon receipt of the complaint. However, the City Manager or his designee reserves the right to extend the length of time needed to investigate the complaint. Complaints include any report of dissatisfaction or poor service against a Contractor's employee (received via telephone, letter, e-mail, fax, or in person), violation of policy/procedure, violation of law, or reported misconduct. The party initially receiving the complaint shall forward a memorandum, detailing the basis for the complaint to the City Manager or his designee, including all related official documents. When a complaint is received on the day preceding a holiday or weekend, it shall be processed on the next working day.

b. Documenting Complaints

The Vendor shall complete a written memorandum, providing the names, addresses, and telephone numbers of all involved persons, including the complainant, witnesses, and the subject employee(s). The narrative portion of the memo shall include a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

c. Complaints Reported to the City

The City Manager or his designee shall notify the Vendor by telephone and/or written notification of any new complaints received and works in cooperation with the Vendor to resolve the complaint. The Vendor will notify the City Manager or his designee of the complaint disposition within forty-eight (48) hours of receiving the complaint, unless an extension has been granted by the City Manager or his designee. **Failure to respond to a complaint or comply with the provisions of this agreement shall be considered a violation of contract requirements.**

d. Complaint Log

The City Manager shall designate the department who will serve as the primary contact for the food services personnel. The City assigned department shall maintain a log of all reported complaints and disposition.

e. Complaint Form and Notices

The Vendor shall develop documentation on the complaint procedure and make the materials readily available for distribution to members of the public upon request. Any materials regarding complaint forms or a description of the complaint procedure must be approved by the City's Human Resources Department prior to distribution.

f. Vendor Personnel Complaint Investigation and Interview

The City Manager or his designee reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Vendor, upon receiving any reported complaint or allegation of misconduct. Any employee who declines or refuses to participate in an interview or cooperate with an investigation conducted by the City Manager or his designee shall be ordered by the Vendor to cooperate with the City Manager or his designee. Failure of the Vendor to cooperate with the investigation and interview conducted by the City Manager or his designee is considered as non-complying with this contract requirement.

VI. STANDARD PROVISIONS FOR CONTRACT

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. Vendor will list the City of Lynwood as additional insured. These provisions are general principles, which apply to all contractors of service to the City of Lynwood.

a. Schedule and Work

Essential parts of the Contract are the Scope of Work and Schedules of Work showing corresponding general outlines and details necessary for a comprehensive understanding of the assignments and work to be performed at a specified City site and facility location.

b. Changes in Scope or Schedule of Services

Changes mutually agreed upon by the City and the Vendor, will be incorporated into this contract by written amendments signed by both parties.

c. Insurance

During the term of the Contract, the Vendor shall, at its own cost and expense, procure and maintain current insurance and indemnity coverage, as follows.

1. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

3. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
4. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.
5. The City, its officers, officials, employees and volunteers shall be named as additional insured on the policy(ies) as to commercial general liability and automotive liability.
6. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.
7. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured to the policy(ies) by the insurance carrier without the insurance carrier giving City thirty (30) days prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

d. Contractor Payment

For acceptable performance, the Vendor shall invoice the City monthly and shall be paid for the total number of meals provided in the previous month. Vendor shall present the invoice to the designated department assigned by the City Manager:

**City of Lynwood
Recreation & Community Services Department
11301 Bullis Road
Lynwood, CA 90262**

1) Statements and Invoices

The Vendor shall prepare and submit to the City Manager or his designee, a monthly statement with invoices for work performed. The statement shall provide current charges and total year-to-date charges. Invoices shall be submitted with appropriate billing information including Purchase Order Number. Those invoices not acceptable to the City Manager or his designee shall be returned to the Vendor for correction and subsequent re-submittal for payment.

2) Holidays

The City shall have the right to request food services on and during all holidays observed by the City. City holidays are as follows:

New Year's Day	January 1
Dr. Martin L. King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving (2 days)	Fourth Thursday and Friday in November
Christmas Day	December 25

e. *Binding Communication*

Communication and information given by the City's City Manager or his designee or by his/her designated representative to the Vendor's Operations Manager shall be as binding as though given to the Vendor in person.

1) Vendor's Address and Legal Service

The address given in the proposal shall be considered the Vendor's mailing and legal address for certified mail delivery. This address shall be changed only by written notice to the City.

The delivery of mail or communication documents addressed to the Vendor, or authorized representative, mailed to such address, depositing it in the United States Mail by regular, registered or certified mail with postage prepaid, shall constitute legal service thereof.

f. *Compliance with Permits, Laws, Taxes and Regulations*

The Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental, be they due and lawful. All costs thereof shall be deemed to be included in the prices proposed for the work under this Contract.

The Vendor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

g. *Indemnification Agreement*

The Vendor will protect, defend and indemnify the City, its officers, agents, elected officials, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Vendor's own employees, and for loss or damage to any property, including property owned or in the care, custody

or control of City in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Vendor, any sub-contractor, or any employee, agent or representative of the Vendor or any sub-contractor.

h. Term

This contract begins on October 31, 2016 and ends on October 30, 2020.

i. Extent of Contract

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

j. Interest of Vendor and City

Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Vendor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Vendor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Vendor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

k. Equal Employment Opportunity

The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The Vendor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Vendor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Vendor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

l. Assignment

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Vendor without the prior written consent of CITY.

m. Attorneys Fees

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

n. Choice of Law and Forum

This contract is to be interpreted by the laws of California. The parties agree that the proper forum for litigation arising out of this contract is in Los Angeles County, California.

o. No Agency

It is the agreement of both parties that Vendor is an independent contractor, and Vendor is not an agent or employee of CITY. Vendor is, and shall at all times remain as to CITY, a wholly independent contractor. Vendor shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent. Vendor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

p. Confidentiality

Vendor in the course of its duties may have access to confidential data of CITY, private individuals, or employees of the CITY. Vendor covenants that all data, documents, discussion, or other information developed or received by Vendor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Vendor without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this Agreement. Vendor's covenant under this section shall survive the termination of this Agreement.

q. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

r. Termination of Contract

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

VII. PROPOSAL INQUIRIES

The City understands that the proposers may have questions. All questions must be in written form and received, via e-mail at mflores@lynwood.ca.us by **Wednesday, September 14, 2016** addressed to Mark Flores, Director of Recreation and Community Services Department. All questions and answers will be posted on the City's website as an addendum on Monday, September 19, 2016.

VIII. PROPOSAL SUBMISSION REQUIREMENTS

Vendors desiring to respond to the RFP shall submit an original and six (6) copies of the proposal, marked on the outside "RFP FOR SENIOR NUTRITION PROGRAM". The proposals shall include the name of the vendor and the date and time when the response is due. In order to be considered, a proposal must be submitted prior to the **closing of the response period at 3:00 p.m. (PST), Wednesday, September 28, 2016** to the attention of:

*Maria Quinonez, City Clerk
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262*

Responses sent by telephone, telegram or facsimile will not be accepted.

It is the sole responsibility of each vendor to ensure that its response reaches the City Clerk's Office by the time and date specified. Responses received after the specified time and date shall be returned unopened. The time/date stamp clock located in the City Clerk's Office shall serve as the official authority to determine the timeliness of any responses.

Vendors are cautioned that they are responsible for delivery to the specific location cited above, therefore, if the response is delivered by an express mail carrier or by any other means, it is the vendor's responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.

Once opened, all responses become public records and will be available to the public for review.

IX. SELECTION PROCESS

Each of the proposals received will be evaluated for compliance with the requirements stated in this RFP. Failure to meet these requirements will be cause for eliminating the Vendor from further consideration.

The City shall not be liable in any way for any cost incurred by an offer or in the preparation of its proposal in response to this RFP, nor for obtaining any insurance Certificate and/or Surety Bond.

The City reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all parts of this proposal, to be the sole judge of the suitability of the proposals offered, to negotiate directly with one or more vendors, award a contract to more than one vendor, to vary the terms of the approved proposal, and to award a contract to a qualified vendor, irrespective of whether such vendor provides the lowest bid.

Evaluation of the proposals will be made by a panel of appropriate management staff. In addition to evaluation of written proposals, oral interviews and inspection of facilities may

be requested.

The City has the right before making a recommendation to have the premise of the bidder inspected, or to take any other action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, and equipment for ability to comply with conditions of the bid.

The eventual recommendation will be made by the City Manager and the contract will be reviewed and approved by the City Council.

Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

- A. Adherence to the requirements of this Request for Proposals
- B. Ability to meet the stated proposal requirements
- C. Prior experience in performing similar work
- D. Qualifications of the vendor and assigned individuals
- E. Fees charged and cost effectiveness of proposed services
- F. Ability to provide services within the requested timeframe

X. RFP TIMELINE

The following timeline applies to this Request for Proposals, however, the City may change the estimated dates and process as deemed necessary:

1. Council Approval to Issue RFP	August 16, 2016
2. RFP Published/Sent Out	August 23, 2016
3. RFP Published (Newspaper)	August 23-26, 2016
4. Pre-Proposal Meeting	Wednesday, September 7, 2016
5. Written Questions Due	Wednesday, September 14, 2016
6. Proposals Due by 3pm (PST)	Wednesday, September 28, 2016
7. Proposals Evaluated by Staff	October 3, 2016
8. City Council Award of Contractor	October 18, 2016
9. Anticipated Contract Execution Date	October 31, 2016

XI. RFP SUBMITTAL INSTRUCTIONS

In order to facilitate review of the proposals, each vendor must follow the general format, outlined below, with respect to the proposal. Any major deviation from this format may be cause for rejection of a proposal.

- A. **Introduction and Cover Letter**: Provide a cover letter describing your interest in providing Senior Meal Services. Include the name, address, phone number, fax number, email address and federal tax identification number of your company.
- B. **Table of Contents**: List all sections and corresponding page numbers.
- C. **Fee Schedule & Cost**: Provide the fee rate for meal services, listing the actual charges along with a schedule that can be reasonably expected on a monthly basis.
- D. **Company Experience and Approach**: Provide a narrative on the general overview

of the company's relevant experience in providing Senior Meal Services.

- E. **Management and Operations:** Provide a narrative for management and operation of meal services, including but not limited to supervising, scheduling, quality control, resolving conflicts, public relations, etc.
- F. **Company References:** Provide at least three (3) references from current users of similar services. Include company name, contact name, and phone numbers. Provide a brief description of the work performed at each site. (Please use Exhibit C form to provide references)
- G. **Provide a copy of Food Establishment Inspection Report (recent 12 months)**
- H. **Insurance Requirements:** Copies of insurance certificates meeting the City's minimum requirements must be submitted. The Company at all times during the term of the Agreement shall carry, maintain and keep in full force and effect, with an insurance company admitted to do business in California and having a minimum Best's Guide of A+, Class VII or better and approved by City: (1) a policy or policies of board-form commercial general liability insurance with a combined single limit of not less than one-million dollars (\$1,000,000) per occurrence against any injury, death, loss or damage as a result of wrongful or negligent acts by Company, its officers, employees, agents, and independent contractor in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$500,000; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000 per occurrence and (4) worker's compensation insurance in the statutory amount as required by California state law. The City, its officers, employees, attorneys, and volunteers shall be named as additional insured on the policy(ies) as to comprehensive general liability and property damage coverage.
- I. **The signature of authorized individual to bind the contract (Attachment A):** The proposal must be a firm offer for a ninety-day period. Indicate by name and title the individual who will be assigned responsibility for performing the services. Provide resume(s) for each identified individual.

SIGNATURE PAGE

Signature

Company Name

Print Name

Company Address

Title

City

Telephone #

State Zip Code

Federal Tax ID #

Email/URL Address

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

EXHIBIT "A"

SAMPLE CONSULTING SERVICES AGREEMENT

This agreement ("Agreement") is made as of _____ by and between the **City of Lynwood**, a municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide consulting services to City as set forth in the attached **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**. [or can set forth in a separate Schedule C; make appropriate changes throughout agreement if this is used.]

2. Term of Agreement. This Agreement shall commence on _____ (the "Commencement Date") and shall terminate on _____ (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before ninety (90) days prior to the Termination Date, Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three months following the Termination Date. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on

each service.

B. Total payment to Consultant pursuant to this Agreement shall not exceed [total payment in words] (\$ total payment in figures)], which shall be payable in monthly installments of [installment payment in words] (\$ installment payment in figures)]

_____. In the event that this Agreement continues beyond the Termination Date as specified in Section 2, the total additional payment to Consultant in the event no new agreement is signed shall not exceed the sum of _____ for each month of extension or the appropriate prorated amounts if less than a full month of additional services is involved at any time.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant's monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: J. Arnoldo Beltrán, City Manager

Consultant

Attn: _____

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services and Time of Performance (____ () pages)

Exhibit B – General Terms and Conditions (seven (7) pages)

///

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY

CITY OF LYNWOOD

By: _____
Edwin Hernandez, Mayor

Date

CONSULTANT

By: _____

Date

ATTEST:

By: _____
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

By: _____
David A. Garcia, City Attorney

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The _____ shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

- (i) Commercial General Liability Insurance using Insurance Services Office

Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.;

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less that one (1) day prior to beginning of performance under this

Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination. City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Contractor. The effective date of termination shall be upon the date specified in the notice of termination. Contractor agrees that in the event of such termination, City's obligation to pay Contractor shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may,

from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

EXHIBIT "C"

STATEMENT OF REFERENCES

Name of Applicant: _____

Consultant shall provide reference information with current telephone numbers and contract persons within the organizations they represent for whom contractor has performed senior congregate and home-delivered meal services. Examples of similar services shall include brief descriptions of services currently or previously operated by the contractor which are more like the scope of work in the performance requirements of this RFP.

<u>Date of Service</u>	<u>Name /Address</u>	<u>Phone</u>	<u>Contact Person</u>
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Service:

<u>Date of Service</u>	<u>Name /Address</u>	<u>Phone</u>	<u>Contact Person</u>
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Service:

<u>Date of Service</u>	<u>Name /Address</u>	<u>Phone</u>	<u>Contact Person</u>
------------------------	----------------------	--------------	-----------------------

Service:

(Please attach an additional sheet of paper, if required)



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godinez II, P.E., Director of Public Works/City Engineer *RG*
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: Authorization to Issue a Request for Proposal for a Firm to Serve as Construction Manager and Integrator for the City's Water Projects

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE CONSTRUCTION MANAGEMENT AND INTEGRATION SERVICES FOR THE CITY'S WELL NO. 22 (CIP NO. 4011.67.894); SCADA (4011.67.897); AND WELL IMPROVEMENT (CIP NO. 4011.67.901) PROJECTS."

Background:

The City is responsible for operation, maintenance and repair of the City's water system. The City's water system encompasses approximately 4.7 square miles in size and serves approximately 90 percent of the land within the City's corporate limits, with the remainder being served by the Liberty Utilities (formerly Park Water Company). Water supply for the system is derived from local wells and is supplemented by potable water deliveries from the Metropolitan Water District of Southern California (MWD). The City operates and maintains its groundwater wells, distribution system and supply source connection to MWD. The City has five active groundwater wells located throughout the City for groundwater production (Well Nos. 5, 8,9,11 and 19). The City distributes its water to approximately 9,000 service customers through a 90 mile network of distribution water mains.



The City Council approved three (3) Capital Improvement Projects to improve the City's water supply reliability and quality to meet demand: 1) Well 22; 2) SCADA, and 3) Well Site Improvements. The plans and specifications for these projects are being finalized by various consultants. These projects require integration during construction. Instead of hiring three separate construction managers and an integrator, staff recommends that the City Council approve to hire one firm to handle the integration of these projects and to serve as construction manager.

Discussion & Analysis:

The Public Works Department is undertaking three complex Capital Improvement Projects to improve the City's water system.

Well No. 22 (CIP No. 4011.67.894)

Well No. 22, once constructed, will add another well to the City's portfolio of five active wells. The plans and specifications are being completed by SA Associates.

SCADA (CIP No. 4011.67.897)

SCADA is the Supervisory Control and Data Acquisition, a system used to operate our water system. The City's existing vintage SCADA system is not user-friendly; increasingly less reliable; and its capabilities are limited. Under the SCADA project, the vintage SCADA will be replaced by a new SCADA system at the City's Public Works Yard to facilitate the monitoring and automatic operation of the pumping systems including the City's interconnection with the Metropolitan Water District feeder. The plans and specifications are being completed by Cannon Corporation.

Well Improvements (CIP No. 4011.67.901) (formerly CIP No. 901, 914 and 910)

To improve water system reliability, the Well Improvement project will provide generators at the well sites and at the Public Works Yard. Housing the generators will require improvements to the well sites. The provision of emergency generators at the wells, would provide security in the event of an earthquake or power outage. The plans and specifications for this project is being completed by Linkture. Given the significant cost proposed by Linkture to fully update plans and specifications, an alternative strategy was provided to Council to have Linkture sign the plans so that staff can go out to bid. This strategy could make plans susceptible to plan modifications during plan check and contract change orders during installation, however, it avoids the significant cost of \$385,565 originally proposed by Linkture to update the plans.

These three projects require coordination during bidding and construction. To minimize impacts to the active wells, coordination is needed to ensure that the City will always have active wells in production if one or two wells are impacted due to construction. With the Well Improvement Project, staff anticipates extensive plan modifications given the state of the plans and specifications.

During construction, the SCADA project will also rely on the scheduling of the well house improvements to ensure that the electrical panels are in place.

Staff recommends that the City obtain the services of a Consultant who can serve as the integrator and construction manager for these three projects. The City will need a firm who is experienced with managing water Capital Improvement Projects, especially the SCADA project. The firm selected firm must be able to take the Well Improvement Project and be able to make modifications to the plans if needed during plan check.

The services required are not just for project management, but to provide technical expertise on the SCADA, new well construction, sand separator, and generator installation. A key component is to be able to integrate the construction of these 3 projects and to make the necessary modifications to the Well Improvement project to pass plan check.

Fiscal Impact:

Staff is not requesting additional funding for the recommended action at this time. The City Council approved the budgets for the projects listed below.

Project	Budget
Well No. 22 (CIP No. 4011.67.894)	\$ 2,387,919
SCADA (CIP No. 4011.67.897)	823,341
Well Improvements (CIP No. 4011.67.901)	2,100,000
	\$ 5,311,260

Correction in the FY17 CIP Budget

Staff recommends that the City Council authorize the correction in the FY17 Budget. The \$2,100,000 budget for Well Improvements CIP No. 4011.67.901 was inadvertently allocated to an old project Well 5 Rehabilitation Project CIP No. 4011.67.900.

The budgets for the three projects Well Generators (CIP 4011.67.901); Water Well Sand Separator (CIP 4011.67.914) and Water Well Beatification (CIP 4011.67.910) have been merged under CIP 4011.67.901 under Well Improvements.

Coordinated With:
Finance & Administration
City Attorney

RESOLUTION. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FROM QUALIFIED FIRMS TO PROVIDE CONSTRUCTION MANAGEMENT AND INTEGRATION SERVICES FOR THE CITY'S WELL NO. 22 (CIP NO. 4011.67.894); SCADA (4011.67.897); AND WELL IMPROVEMENT (CIP NO. 4011.67.901) PROJECTS

WHEREAS, the City Council approved the Well No. 22, SCADA, and Well Improvement Project as part of the FY17 Capital Improvement Program; and

WHEREAS, once constructed these projects will improve the City's water system reliability; and

WHEREAS, these projects are complex and requires integration as well as construction management to complete.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council authorizes staff to issue a Request for Proposal to obtain a qualified firm to provide integration and construction management services for Well No. 22, SCADA and Well Improvement Projects.

Section 2. The City Council authorizes correction to FY17 Capital Improvement Budget to assign the budget currently under CIP 4011.67.900 to the correct CIP 4011.67.901 and authorizes the renaming of CIP 4011.67.901 from Emergency Generators to Well Site Improvements to reflect the merging of the Well Beatification, Sand Separator and Emergency Generators projects under one single project.

Section 3. The City Clerk is directed to certify the adoption of this Resolution.

Section 4. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 16th day of August, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godínez II, P.E.
Director of Public Works /City Engineer



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltran, City Manager *JAB*

PREPARED BY: Raul Godinez II, P.E. Director of Public Works/City Engineer *RG*
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Contract Amendment for Infrastructure Engineers
For Construction Management, Inspection and Engineering
Services
For the Long Beach Boulevard Street Improvement Project
Project No. 4011.67.993

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AMENDING EXISTING CONTRACT WITH INFRASTRUCTURE ENGINEERS IN THE AMOUNT NOT TO EXCEED \$181,760 FOR CONSTRUCTION MANGEMENT, INSPECTION AND ENGINEERING SERVICES FOR THE LONG BEACH BOULEVARD STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993, AUTHORIZING THE CITY MANAGER TO MAKE THE NECESSARY FUND APPROPRIATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT."

Background:

On December 16, 2014, the City Council selected Infrastructure Engineers (I.E.) to perform construction inspection on Bradfield Avenue, Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue, Josephine Street, Louise Avenue and Los Flores Boulevard at a fee \$182,350.

As of this date, I.E. has completed construction inspection on Bradfield Avenue, Linden Street, Virginia Avenue, Elmwood Avenue. The inspection on Walnut Avenue, Redwood Avenue and Josephine Street has been performed by our in-house City Public Works Inspector, at the direction of the Public Works Director /City Engineer.



Discussion & Analysis:

After evaluating staffing needs, the Public Works Director/City Engineer determined that inspection of the residential street improvement program should be performed with our in-house City Public Works Inspector. Currently, there is a balance of approximately \$110,000 in measure R Bond fund which is set aside to perform inspection by I.E. on the remaining residential streets. These funds could be reprogrammed to address other residential streets.

On August 2, 2016, the City Council awarded a construction contract to Nobest Inc. for the construction of Long Beach Boulevard from Imperial Highway to Tweedy Boulevard. Due to the complexity of the construction, staff is reconsidering its previous decision to manage this project in-house, and is instead requesting assistance in construction inspection, construction management and other engineering services, to address such issues as requests for information, submittal review, and other issues that may come up during construction.

As such, staff is requesting to maintain the inspection on the remaining residential streets by the City inspector, thereby relieving the Measure R Bond Fund, and thereby shifting and amending I.E.'s contract to perform inspection, construction management and other engineering services on the Long Beach Boulevard Improvement Project, Phase I. Accordingly, staff sought and received approval from MTA on August 2nd, 2016 to appropriate \$600,000 in Prop C funds to cover these additional costs.

Public Works Department staff subsequently requested a proposal from I.E. to perform the aforementioned tasks. On Monday August 8, 2016, the City received a proposal from I.E. to perform these tasks in an amount not the exceed \$181,760.

The proposal for engineering services submitted by I.E. in the amount of \$181,760 is eligible for the use of Prop C Fund, and within the amount previously approved by MTA.

Fiscal Impact:

Prop C Fund will be used for the services requested on Long Beach Boulevard, and there are sufficient funds in Prop C's fund balance. The fund transfer will be as follows;

FROM	TO
Unappropriated Prop C Fund	Long Beach Boulevard Project No. 4011.67.993
\$600,000	\$600,000

Coordinated With:

City Attorney's Office
City Manager's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AMENDING EXISTING CONTRACT WITH INFRASTRUCTURE ENGINEERS IN THE AMOUNT NOT TO EXCEED \$181,760 FOR CONSTRUCTION MANGEMENT, INSPECTION AND ENGINEERING SERVICES FOR THE LONG BEACH BOULEVARD STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993, AUTHORIZING THE CITY MANAGER TO MAKE THE NECESSARY FUND APPROPRIATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, on December 16, 2014, the City Council selected Infrastructure Engineers (I.E.) to perform construction inspection on Bradfield Avenue, Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue, Josephine Street, Louise Avenue and Los Flores Boulevard at a fee \$182,350; and

WHEREAS, on August 2, 2016, the City Council awarded a construction contract to Nobest Inc. for the construction of Long Beach Boulevard from Imperial Highway to tweedy Boulevard; and

WHEREAS, due to the complexity of the construction on Long Beach Boulevard, staff is requesting assistance in construction inspection, construction management and other engineering services; and

WHEREAS, staff is requesting to maintain the inspection on the remaining residential streets by the City inspector using measure R Bond Fund, and thereby shifting and amending I.E.'s contract to perform inspection, construction management and other engineering services on the Long Beach Boulevard Improvement Project in the amount not the exceed \$181,760; and

WHEREAS, the proposal for engineering services submitted by I.E. in the amount of \$181,760 is eligible for the use of Prop C Fund. And on August 2, 2016, the City received a confirmation from MTA to use Prop C funds for Planning in the amount of \$600,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER AND RESOLVE AS FOLLOWS:

Section 1. That the City Council hereby approves the contract amendment to Infrastructure Engineers for the for engineering services in the amount not to exceed \$181,760 for the Long Beach Boulevard Improvement project, Project No. 4011.67.993; from Imperial Highway to Tweedy Boulevard.

Section 2. That the Mayor is authorized to execute the agreement between the City and Infrastructure Engineers in a form approved by the City Attorney.

Section 3. That the City Manager or designee is authorized to make the following funds appropriation and transfer in the amount of \$600,000 as follows:

FROM	TO
Unappropriated Prop C Fund	Long Beach Boulevard Project No. 4011.67.993
\$600,000	\$600,000

Section 4. That this resolution shall take effect immediately upon its adoption.

Section 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 16th day of August 2016.

Edwin E. Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godinez II, P.E.
Director of Public Works / City Engineer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, _____, and passed by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, _____.

City Clerk, City of Lynwood

**CONTRACT AMENDMENT
FOR
INSPECTION, CONSTRUCTION MANAGEMENT AND
ENGINEERING SUPPORT AGREEMENT
WITH INFRASTRUCTURE ENGINEERS**

WHEREAS, on December 16, 2014, the City Council selected Infrastructure Engineers (I.E.) to perform construction inspection on Bradfield Avenue, Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue, Josephine Street, Louise Avenue and Los Flores Boulevard at a fee \$182,350; and

WHEREAS, the City of Lynwood, herein after called "City", and Infrastructure Engineers, herein after called "Contractor", have agreed to enter into a contract amendment, ("Amendment") for inspection, construction management and engineering support for the Long Beach Boulevard Improvement project, Project No. 4011.67.993, Federal project No. HPLUL 5250 (023), from Imperial Highway to Tweedy Boulevard; and

WHEREAS, this contract amendment revises the contract terms and adjusted service compensation; and

WHEREAS, the Consultant is willing to continue service to the City; and

NOW, THEREFORE in consideration of mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. The term of this Agreement, as amended, shall continue in full force and effect commencing on **August 16, 2016**, and expiring on **June 30, 2017**, (termination date).
2. The highlights of this Amendment are listed below, and as further detailed in the Scope of Services, incorporated into and made part of this Amendment:
 - a. City inspector to maintain the inspection on the remaining residential streets using measure R Bond Fund remaining in the contract, and thereby shifting and amending I.E.'s contract to perform inspection, construction management and other engineering services on the Long Beach Boulevard Improvement Project, Project No. 4011.67.993. Federal Project No. HPLUL 5250 (023) from Imperial Highway to Tweedy Boulevard.
 - b. That the City Council hereby approves the contract amendment to Infrastructure Engineers in the amount not to exceed \$181,760 and without any contract change orders.

3. All other terms and conditions of said Agreement dated December 16, 2014, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this first amendment to the Services Agreement this 16th day of August, 2016.

CITY OF LYNWOOD

By: _____ Date _____
Edwin Hernandez Mayor J. Arnoldo Beltrán City Manager Date

ATTEST:

By: _____
Maria Quiñones
City Clerk

APPROVED AS TO FORM:

APPROVES AS TO CONTENT:

By: _____
David A. Garcia
City Attorney

Raul Godínez II, P.E.
Director of Public Works/City Engineer

CONSULTANT

By: _____

Date

INSPECTION SERVICES AGREEMENT

This agreement ("Agreement") is made as of **January 06, 2015**, by and between the **City of Lynwood**, a California municipal corporation (the "City"), and **Infrastructure Engineers** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an Independent contractor to provide Construction Inspection services to City as set forth in the attached **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees ; and

WHEREAS, the City has followed proper procedures and have approved this Inspection Services Agreement at its January 6, 2015 meeting; and

WHEREAS, the City has allocated \$182,350 for construction inspection-related services.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**.

2. Term of Agreement. This Agreement shall be for a term of 365 days, commencing on **January 06, 2015**, (the "Commencement Date") and terminating 365 days afterwards, and until all construction inspection on the project are completed (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement.

3. Compensation.

A. City agrees to compensate Consultant for Construction Inspection services only, under this Agreement in compliance with the schedule set forth in **Exhibit A**, and any non-Construction Inspection services provision shall not be applicable to this Agreement. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City, after completion of that task outlined in **Exhibit A**, to the written satisfaction of the City. Each Invoice shall include a breakdown of all monthly services performed together with the hours spent on each service. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot

guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant for the design of streets pursuant to this Agreement shall not exceed **ONE HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED FIFTY (\$182,350)**, which shall be payable as set forth in the Compensation Schedule in the attached Exhibit A.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses only if approved in advance in writing by the City Manager or designee. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant's monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. **General Terms and Conditions.** The General Terms and Conditions set forth in Exhibit B are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. **Addresses.**

City of Lynwood

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: Director of Public Works/City Engineer

Consultant

Sid Mousavi, CEO
Infrastructure Engineers
1815 E. Heim Avenue, Suite 100
Orange, CA 92865

6. **Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services; Construction Inspection Services "Appendix A"; Fee Proposal and Compensation Schedule (One (1) page)

Exhibit B – General Terms and Conditions (Six (6) pages)

SIGNATURES ON FOLLOWING PAGE

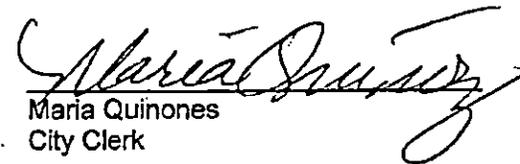
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY OF LYNWOOD

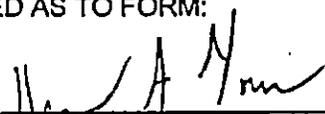
By: 
Jose Luis Solache, Mayor

6/16/15
Date

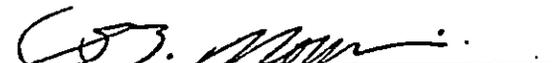
ATTEST:

By: 
Maria Quinones
City Clerk

APPROVED AS TO FORM:

By: 
David A. Garcia, City Attorney

CONSULTANT



By: Sid J. Mousavi

5/4/2015
Date

EXHIBIT "A"

* CONSTRUCTION INSPECTION INCLUDED (LAS FLORES ADDED) City of Lynwood - Various Streets Improvements

Fee Schedule

Item	Street	Beginning	End	Topographical Survey	Geotechnical/Pavement Investigation	Engineering Design	Bid Administration & Construction Support	Construction Management & Inspection	Total
1	Linden Street	MLK Boulevard	Sanborn Avenue	\$ 3,450	\$ 4,600	\$ 13,400	\$ 3,600	\$ 16,800	\$ 45,850
2	Virginia Avenue	Bolin Road	Thornton Avenue	\$ 6,375	\$ 2,430	\$ 38,500	\$ 14,000	\$ 42,000	\$ 110,255
3	Josephine Street	Muriel Drive	Atlantic Avenue	\$	\$	\$	\$	\$ 54,000	\$ 54,000
4	Bradfield Avenue	Carlin Avenue	Agnes Avenue	\$	\$	\$	\$	\$ 26,400	\$ 26,400
5	Walrus Avenue	Bulls Road	Birch Street	\$ 4,600	\$ 5,750	\$ 23,925	\$ 8,700	\$ 26,100	\$ 69,075
6	Redwood Avenue	Scars Street	Peach Street	\$ 4,025	\$ 4,830	\$ 17,600	\$ 4,400	\$ 13,200	\$ 44,055
7	Louise Avenue	Wright Road	Elmwood Avenue	\$	\$	\$	\$	\$ 12,600	\$ 12,600
8	Elmwood Avenue	Duncan Avenue	Louisa Avenue	\$ 2,875	\$ 4,025	\$ 14,400	\$ 3,600	\$ 10,800	\$ 35,700
9	Otinda Avenue	Carlin Avenue	Gibson Avenue	\$ 1,725	\$ 2,875	\$ 8,900	\$ 1,300	\$ 3,900	\$ 18,700
10	Virginia Avenue	Sanborn Ave.	MLK Blvd.	\$ 3,450	\$ 4,600	\$ 14,800	\$ 5,400	\$ 16,200	\$ 44,450
Total									\$ 462,083

11 - Las Flores - Bellinger State

\$ 38,500 \$ 26,825
\$ 200,500 \$ 547,920

CONSTRUCTION INSPECTION FEE - \$ 200,500
FAIR & REASONABLE FEE = 70% - 182,350

CONSTRUCTION INSPECTION - \$ 182,350
DESIGN FEE 265,920

TOTAL FEE \$ 448,270

**EXHIBIT B
GENERAL TERMS AND CONDITIONS**

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit A. However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit A, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and

hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement for a period of four years and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of the Consultant or any of the Consultant's employees, except as otherwise set forth in the Agreement. The Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. The Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to the Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to the Consultant's status as an independent contractor, including Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Consultant agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to the Consultant's obligations under the Affordable Care Act.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one Insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

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

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bulls Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance

and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. **Confidentiality.** Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. **Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive, or promise to give or receive, any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement for a period of one year.

8. **Termination.** City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

9. **Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's

services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager or his designee, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City City Manager or his designee that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City City Manager or his designee shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws. Consultant shall keep itself informed of State, Federal and

Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the

City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

RESOLUTION NO. 2015.003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AWARDING A CONTRACT TO INFRASTRUCTURE ENGINEERS IN THE AMOUNT NOT-TO-EXCEED \$448,270; FOR THE DESIGN OF LINDEN STREET, VIRGINIA AVENUE, WALNUT AVENUE, REDWOOD AVENUE, ELMWOOD AVENUE, OLANDA AVENUE, VIRGINIA AVENUE AND LOS FLORES BOULEVARD; STREET IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE THE NECESSARY FUND TRANSFERS AND APPROPRIATIONS

WHEREAS, on November 24, 2014, staff released a Request for Qualification (RFQ's) for the design of Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue and Los Flores Boulevard; and

WHEREAS, the City received ten (10) Statements of Qualifications (SOQ's) from professional engineering firms in the City Clerk's Office on December 10, 2014; and

WHEREAS, on December 16, 2014, the City Council selected Infrastructure Engineers to prepare the contract documents for the design of Linden Street from MLK Boulevard to Sanborn Avenue, Virginia Avenue from Bullis Road to Thorson Avenue, Walnut Avenue from Bullis Road to Birch Street, Redwood Avenue from State Street to Peach Street, Elmwood Avenue from Duncan Avenue to Louise Avenue, Olanda Avenue from Carlin Avenue to Gibson Avenue, Virginia Avenue from Sanborn Avenue to MLK Boulevard and Los Flores Boulevard from Bellinger Street to State Street at a fee not-to-exceed \$265,920 plus a fee for construction inspection of \$182,350.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the City Council of the City of Lynwood awards a consulting services contract to Infrastructure Engineers in the not-to-exceed amount of \$448,270 for the design and construction inspection of Linden Street, Virginia Avenue, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue and Los Flores Boulevard.

Section 2. That the Mayor is authorized to execute the Agreement between the City of Lynwood and Infrastructure Engineers in a form approved by the City Attorney.

Section 3. That the City Manager or designee is authorized to make the following funds appropriation and transfer.

FROM

Un-appropriated Measure R Fund

\$448,270

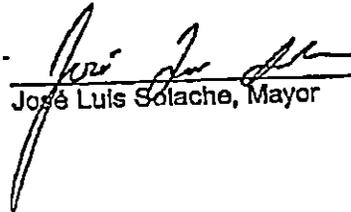
TO

Linden Street, Virginia Avenue,
Walnut Avenue, Redwood
Avenue, Elmwood Avenue,
Olanda Avenue, Virginia Avenue,
Los Flores Boulevard
\$448,270

Section 4. That this Resolution shall take effect immediately upon its adoption.

Section 5. That the City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 6th day of January, 2015.


Jose Luis Solache, Mayor

ATTEST:

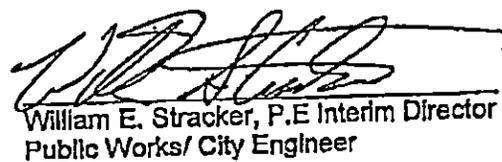

Maria Quinonez, City Clerk

APPROVED AS TO FORM:


David A. Garcia, City Attorney

APPROVED AS TO CONTENT:


J. Arnoldo Beltran, City Manager


William E. Stracker, P.E Interim Director
Public Works/ City Engineer

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

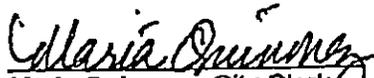
I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the 6th day of January, 2015.

AYES: COUNCIL MEMBERS ALATORRE, CASTRO, HERNANDEZ,
SANTILLAN-BEAS AND SOLACHE

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE


Maria Quinonez, City Clerk

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Resolution No. 2015.003 on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this 6th day of January, 2015.


Maria Quinonez, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 Lic #0020739	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): E-MAIL ADDRESS: mswaney@dealeyrenton.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED AAEINCORP Advanced Applied Engineering, Inc dba: Infrastructure Engineers 1815 E. Heim Ave. #100 Orange, CA 92865 714-940-0100	INSURER A: Travelers Property Casualty Co of A NAIC # 25674
	INSURER B: American Automobile Ins. Co. 21849
	INSURER C: Travelers Casualty & Surety Comp. 19038
	INSURER D: Travelers Indemnity Co. of Connect 25682
	INSURER E: INSURER F:

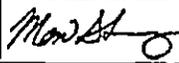
COVERAGES **CERTIFICATE NUMBER:** 38507264 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC (INSR)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6802860L055	7/25/2014	7/25/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NO OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA4588L98A	7/25/2014	7/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEO <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUP8793Y117	7/25/2014	7/25/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WZP81020249	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made Form			105654647	7/25/2014	7/25/2015	\$1,000,000 per claim \$1,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy excludes claims arising out of the performance of professional services. Umbrella Liability policy is follow-form to underlying GL/AU/Employers Liability Policies. Insured owns no company vehicles; therefore, hired/non-owned Auto Liability is the maximum coverage that applies. AM Best's Rating on all policies above: A/XII or greater.
 RE: Constr. Insp. Agreement, Street Improv Proj; Linden St; Virginia Ave; Walnut Ave; Redwood Ave; Elmwood Ave; Olanda Ave; Virginia Ave; & Los Flores Blvd, Resolution #2015.003 -- The City, its officers, officials, employees and volunteers are named as additional insured as respects general & hired/non-owned auto liability for claims arising from the operations of the named Insured as required by contract or See Attached...

CERTIFICATE HOLDER City of Lynwood* Attn: Risk Mngmt 11330 Bullis Rd Lynwood CA 90262	CANCELLATION 30 Day NOC/10 Day for NonPay of Prem SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: AAEINCORP

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dealey, Renton & Associates		NAMED INSURED Advanced Applied Engineering, Inc dba: Infrastructure Engineers 1815 E. Helm Ave. #100 Orange, CA 92865 714-940-0100	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

agreement. Insurance includes primary and non-contributory wording per the attached endorsement(s). Insurance coverage includes waiver of subrogation per the attached endorsement(s).

POLICY NUMBER: 6802860L055

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 5/5/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Lynwood*
Attn: Risk Mngmt
11330 Bullias Rd
Lynwood CA 90262

PROJECT/LOCATION OF COVERED OPERATIONS:

RE: Constr. Insp. Agreement, Street Improv Proj: Linden St; Virginia Ave; Walnut Ave; Redwood Ave; Elmwood Ave; Olanda Ave; Virginia Ave; & Los Flores Blvd, Resolution #2015.003 --

*The City of Lynwood, its officers, officials, employees and volunteers

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
 - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us In COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Advanced Applied Engineering, Inc

Policy Number WZP81020249

Producer: Dealey, Renton & Associates

Effective Date 5/5/2015

Schedule

Person or Organization

City of Lynwood*
Attn: Risk Mngmt
11330 Bullis Rd
Lynwood CA 90262

Job Description

RE: Constr. Insp. Agreement, Street Improv
Proj: Linden St; Virginia Ave; Walnut
Ave; Redwood Ave; Elmwood Ave; Olanda
Ave; Virginia Ave; & Los Flores Blvd,
Resolution #2015.003 --
*The City of Lynwood, its officers,
officials, employees and volunteers --

Additional Premium %

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

POLICY #: BA4588L98A

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

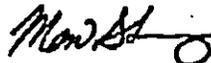
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/5/2015	Countersigned By:
Named Insured: Advanced Applied Engineering, Inc	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): RE; Constr. Insp. Agreement, Street Improv Proj: Linden St; Virginia Ave; Walnut Ave; Redwood Ave; Elmwood Ave; Olanda Ave; Virginia Ave; & Los Flores Blvd, Resolution #2015.003 --

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. Transfer of Right Of Recovery Against Others To Us of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



INFRASTRUCTURE ENGINEERS

1815 E. Heim Ave., Ste. 100
Orange, CA 92865
Tel.: 714.940.0100
Fax: 714.940.0700

www.infrastructure-engineers.com

August 8, 2016

Elias Saikaly, PE
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Subject: Proposal for Long Beach Boulevard Construction Management and Inspection Services

Dear Elias,

Infrastructure Engineers is pleased to offer this proposal for construction management and inspection services for the City's Long Beach Boulevard improvements project. As you know, roadway improvement projects are one of our core competencies; we have designed, managed, inspected, and successfully completed dozens of roadway projects, among them being several for the City of Lynwood, including the recent completion of Las Flores Boulevard. We value the relationship we have with the City and we treat each City project as the most important one on our books.

Our Staff

We offer the resumes of Ken Putman, PE, and Art Ortega for your consideration for the roles of construction manager and construction inspector, respectively. These two seasoned professionals will bring their considerable experience to bear in representing the City – acting as your advocates and 'watchdogs' for the Long Beach Boulevard construction project.

Ken Putman, PE, is a veteran with more than 30 years of experience in designing and overseeing major infrastructure projects. He has been involved in public works management, planning improvements, and rehabilitation projects throughout Southern California for various agencies. His experience includes the direction of preparation of engineering designs; plans and specifications for capital project improvements, including street improvements and utilities coordination, infrastructures facilities, such as sewer and storm drain systems, dry utilities, street lighting, traffic signals, new and replacement water main and water supply plant facilities; urban renewal projects such as sports parks, golf courses, local parks, libraries, and various public buildings and facilities. Ken has directed this work both by in-house city staff and by consultants. He has also directed contract management and inspection of the construction for capital projects totaling millions of dollars per year.

Art Ortega has more than 35 years of experience, including 17 years with Los Angeles Department of Public Works, Road Maintenance Department. This work included oversight of asphalt paving, grading, concrete finishing, as well as acting as crew leader. Art spent an additional 18 years with the Los Angeles County, Construction Division as a construction inspector, senior construction inspector, and head construction inspector, and finished up his tenure with the County at the Bridge Section of Construction Division, providing inspection of bridge seismic retrofit projects. Art's considerable experience includes inspection and contract compliance of various construction projects that involved excavation, grading and compacting subgrade, placement of base material and asphalt concrete, concrete sidewalks, curbs, and gutters, curb ramps, cross-gutters, concrete pavement, bus pads, storm drain catch basins and various other parkway improvements, such as landscaped medians and traffic signals.

Project Understanding

We understand the City of Lynwood is requesting street rehabilitation inspection services on Long Beach Boulevard, from Imperial Highway to Tweedy Boulevard. The project involves the reconstruction of pavement, curbs and gutters, removal and replacement of median islands, a new irrigation system, sidewalk improvements, traffic signal upgrades, and other associated items.

The total budget for the entire project is approximately \$3,000,000. However, Phase 1 of the project is established at 100 working days to complete, with a scheduled start in the month of August.

Pre-construction Activities

- Attend pre-construction meeting including developing the agenda and meeting minutes.
- Review of the contractor's submitted baseline construction schedule to ascertain compliance with bid documents.
- Review of project plans.
- Field inspection of the project limits and features.

Construction

- Inspector will observe the work by the contractor on a daily basis.
- Inspector will closely monitor contractor's operations to ensure a quality end product.
- Inspector will prepare a daily inspection report that clearly identifies the daily activities, work accomplished, number of employees and equipment on the job and issues and concerns.
- Material delivery tickets will be verified and attached to the inspection reports.
- Construction Manager will prepare weekly project progress reports.
- Construction Manager will also prepare weekly statement of working days, which will be sent to the Contractor.
- Construction Manager will continuously monitor contractor's performance against submitted schedule.
- Construction Manager will update cost reports and construction invoicing forecasts and monitor project's budget, and reviewing and verify contractor's progress payment requests.

Post-construction Activities

- Plan check review for all completed work.
- Conduct a job walk with the contractor.
- Develop punch list.
- Ensure compliance with closeout documents and warranties.

Engineering Support Services throughout the project

- Constructability review of plans and specifications.
- Respond to request for information (RFI).
- Review technical material submittals.
- Review MSDS documents.
- Review safety and training compliance documents.
- Review contractor's industrial hygiene compliance.
- Review contractor's environmental compliance.
- Review contractor's labor reporting compliance.
- Prepare State and Federal compliance documents.
- Technical inspection and interpretation of plans during construction.
- Engineering field review and documentation of project.
- Monitor contractor's construction schedule and phasing.
- Prepare storm water pollution prevention plans.
- Process permits from environmental agencies.

Fees

We offer the following cost proposal for this project:

Phase	Staff	Rate	Time Commitment	Fees
Pre-construction	Construction Manager	\$125	16 hours	\$2,000
	Senior Public Works Inspector	\$90	24 hours	\$2,160
Construction	Construction Manager	\$125	30 days x 8 hours	\$30,000
	Senior Public Works Inspector	\$90	100 days x 8 hours	\$72,000
Post-construction	Construction Manager	\$125	24 hours	\$3,000
	Senior Public Works Inspector	\$90	40 hours	\$3,600
Engineering Support	Senior Engineer	\$115	600 Hours	\$69,000

Optional Services	Staff	Rate	Time Commitment	Fees
Physical plant inspection of asphalt material	See Attachment from PA Associates	Hourly rate for sub-consultant plus 15%		
Special inspection and testing for Portland cement concrete	See Attachment from PA Associates	Hourly rate for sub-consultant plus 15%		
Geo-technical Services	See Attachment from PA Associates	Hourly rate for sub-consultant plus 15%		

Because the City of Lynwood is a valued client, we are offering rates that are considerably reduced from our 2016 hourly rates. The fees for the services above are based on a not to exceed amount of \$181,760 and will not include change orders. Optional services can be selected as needed and will be charged at the submitted hourly rate.

We believe Ken and Art will suit the City's needs for this important project and meet or exceed your expectations for delivery of the project on time and within your budget. If you have any questions, please do not hesitate to contact me.

Sincerely,
Infrastructure Engineers

A handwritten signature in black ink, appearing to be 'S Forster', written over a horizontal line.

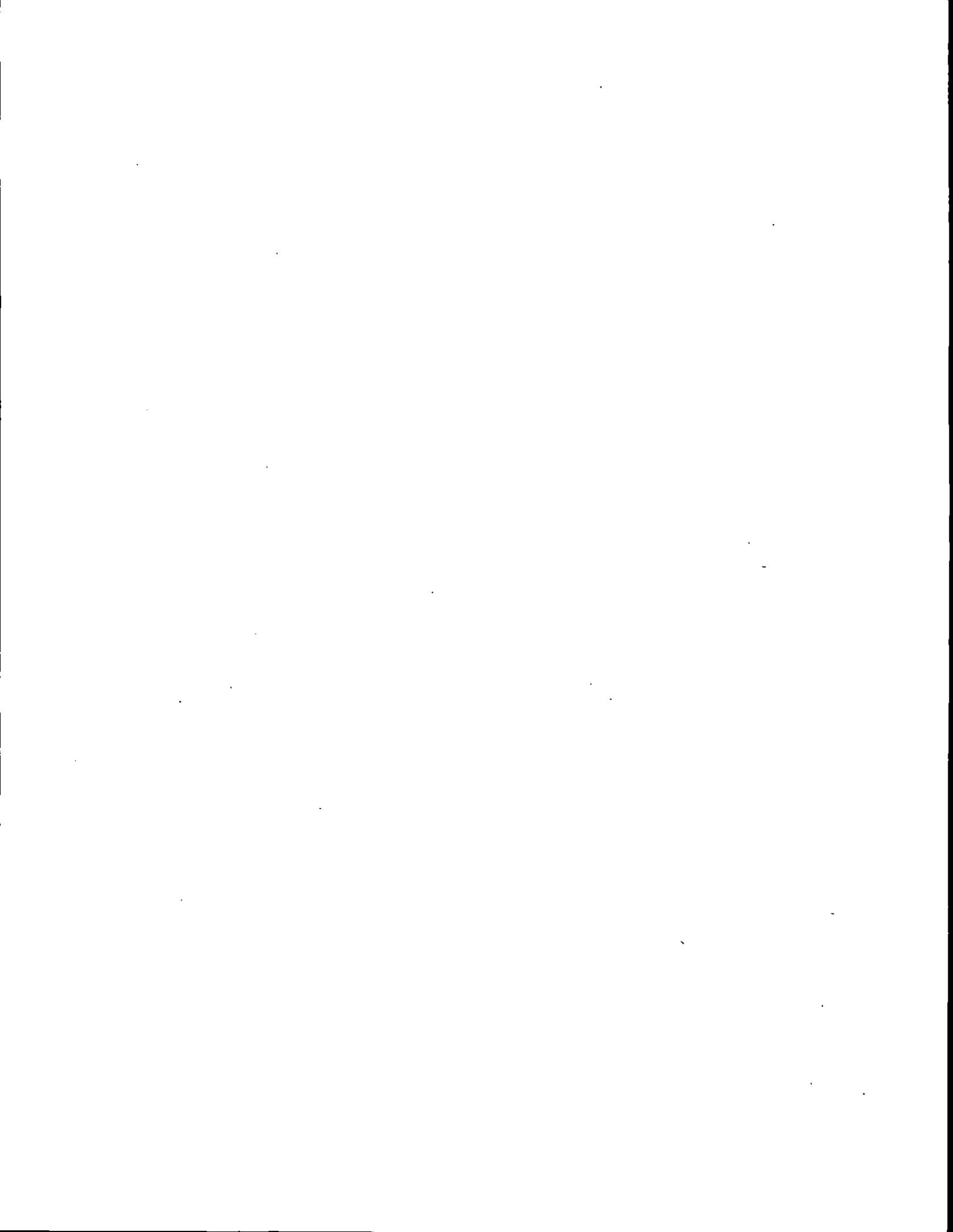
Steve Forster
City Engineering Services Manager

2016 HOURLY RATE SCHEDULE
As of July 1, 2016



Principal In Charge	\$195	Municipal Engineering Support	
Civil Engineering		Interim City Manager	\$185
Project Manager	\$160	Assistant/Deputy City Manager	\$165
Senior Engineer	\$140	City Engineer	\$150
Senior Plan Check Engineer	\$150	City Traffic Engineer	\$140
Plan Check Engineer	\$140	Deputy City Engineer	\$140
Engineering Associate	\$110	Dep. City Traffic Engineer	\$135
Engineering Assistant	\$100	Plan Check Engineer	\$140
GIS Analyst	\$130	Plan Checker	\$130
CAD Manager	\$130	CIP Manager	\$140
CAD Operator	\$95	Engineering Technician	\$85
Traffic Engineering		Building & Safety	
Principal Engineer	\$160	Building Official	\$150
Senior Traffic Engineer	\$135	Plan Check Engineer	\$140
Traffic Engineer	\$130	Plan Examiner	\$130
Plan Checker	\$130	Senior Building Inspector	\$100
Engineering Associate	\$110	Building Inspector	\$85
Engineering Assistant	\$100	Counter Technician	\$80
Engineering Technician	\$85	Water/Wastewater/NPDES	
Surveying		Water Engineer	\$140
Project Manager	\$160	Program Manager (NPDES)	\$160
Survey Analyst	\$130	Senior Water Engineer	\$150
Plan Checker (Subdivision & Survey Document)	\$140	Engineering Associate	120
Construction Management		Engineering Assistant	\$100
Construction Manager	\$160	Administrative & Clerical Services	
Resident Engineer	\$150	Organizer/Supervisor	\$95
Scheduler/Controller	\$130	Administrative Assistant	\$80
Senior P.W. Observer	\$100	Clerk Typist	\$70
P.W. Observer	\$85	Other Charges	
Technician	\$85	Delivery	\$95
Utilities Coordinator	\$110	Mileage (Current federal guideline rate @ time of billing)/Mile	
Program Management		Travel	Cost + 15%
Project Director	\$150	Reimbursements	Cost + 15%
Sr. Program Coordinator	\$130		
Program Assistant	\$80		
Labor Compliance Coordinator	\$90		
Fund Administrator	\$100		

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time.





July 25, 2016

Geotechnical Engr.
Material Testing
Engineering Geology
Environmental

**P.A. & ASSOCIATES, INC.
SCHEDULES FEES**

Client: AAE, Inc.

PROPOSED FEES & INFORMATION

Our billing schedule and current hourly billing rates for our personnel are as follows:

Professional Service Fees	(Hourly Rate)
Principal Engineer/Geologist.....	125.00
Project Engineer/Geologist.....	115.00
Staff Engineer/Geologist.....	95.00
Staff Engineer/Environmental.....	95.00
Field Engineer/Geologist.....	95.00
Field Engineer/Environmental.....	95.00
Concrete & Asphalt Inspection.....	75.00
Soil Field Technician with Nuclear Gauge.....	75.00
Soil Field Technician.....	70.00
Prevailing Wage Hourly Surcharge for Technician	20/hr.

Overtime will be charged at the basic rate plus 50%. Overtime is defined as the excess above 8 hours on weekdays, time before 7 a.m. or after 5 p.m., and all Saturdays, and holidays. Sundays and work after 9 PM and before 5 AM will be charged at the basic rate plus 100%. Minimum charge is 2 hours for show-up time, if not canceled prior to arrival, and 4 & 8 hours if inspection time is equal or less than 4 & 8 hours.

Support Services	(Hourly Rate)
Word Processing.....	45.00
Secretarial Services.....	40.00
General office.....	40.00
Sample/Document Pickup & Delivery.....	30.00

Expert witness testimony will be charged at \$220 per hour; minimum charge of \$880.

Reimbursable Expenses

Heavy equipment, supplemental insurance, permit travel, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 10%.

Continued on next page...

Client: AAE, Inc.

Laboratory Charges	Unit Price
Maximum Dry Density & Optimum Moisture Content, ASTM D1557	\$ 120.00
Moisture and Density, ASTM D698	30.00
R-Value (Untreated), Caltrans 301	320.00
Sand Equivalent, Cal. 217 or ASTM D2419	75.00
Particle Size-Sieve Analysis, ASTM D422	120.00
Percent Passing No. 200 Sieve	45.00
Atterberg Limits and Plasticity Index, ASTM D4318 - D84.....	150.00
Expansion Index, UBC No. 29-2	100.00
Direct Shear (Undisturbed), ASTM 3080	120.00
Direct Shear (Remolded), ASTM 3080	135.00
Consolidation, ASTM D2435	120.00
Sulfate Content (minimum of 4 tests)	75.00
Concrete Strength Test	35.00
Pavement Coring, Measuring the thickness, per core, a minimum of four	75.00

Invoices are rendered biweekly, payable upon receipt.

SCHEDULING AND QUALITY OF OUR SERVICES

Essential to the success of every project is the element of timing. P.A. & Associates recognizes the constraints imposed upon our Clients due to extraneous factors and incorporates a priority for each geotechnical service it undertakes.

It is our utmost intention to respond immediately in case of an urgent need for our assistance. However, in offering our quality services to our client, it is prudent to be scheduled at least 24 hours before the need of assistance on your project.



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godínez, II, P.E., Director of Public Works / City Engineer *RG*
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: Adoption of Plans, Contract Documents and Working Details
For the Wisconsin Avenue, Sequoia Drive, Michigan Avenue
And Cornish Avenue Street Improvement Project
Project No. 4011.68.026

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE WISCONSIN AVENUE, SEQUOIA DRIVE, MICHIGAN AVENUE AND CORNISH AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.026 AND AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO SOLICIT BIDS FOR STREET REHABILITATION".

Background:

On February 17, 2015, by Resolution No. 2015.031, the City Council approved Community Development Block Grant (CDBG) funding to design and construct four streets, Wisconsin Avenue, Sequoia Drive, Michigan Avenue, in the amount of \$280,000.

On August 19, 2015, staff released a Request for Proposal (RFP) to the pre-approved consulting firms for the design of Wisconsin Avenue from Long Beach Boulevard to State Street, Sequoia Drive from Long Beach Boulevard to State Street, Michigan Avenue from Long Beach Boulevard to State Street, and Cornish Avenue from Le Sage Street to Shirley Avenue.

And on January 19, 2016, the City Council awarded the design services contract to Civil Source in the amount of \$44,600.

This project entails rehabilitation of street pavement, damaged curbs and gutters, driveway approaches, sidewalks, wheelchair ramps, pavement striping and signage.

AGENDA
ITEM

15

Also, this project includes the replacement of 2 existing water lines with new, 8" water main lines on Wisconsin Avenue; from Long Beach Boulevard to State Street and Cornish Avenue; from Le Sage Street to Shirley Avenue. The initial contract with Civil Source was amended on April 5, 2016 to include the design of two water lines for Wisconsin Avenue and Cornish Avenue for an amount of \$14,700.

The plans, contract documents, and working details of this project have been completed and are ready for adoption by the City Council.

Discussion and Analysis:

Pursuant to California Public Contract Code Section 22039 and Lynwood City Code Section 6-6.7, the City is required to adopt plans, contract documents and working details for all public projects exceeding \$125,000. The construction cost estimate for this project is \$900,000 and is broken down as follows:

Estimated construction cost	\$	800,000
Construction contingencies		50,000
Construction administration		20,000
Inspection		30,000
Total Estimated Construction Cost:	\$	900,000

Fiscal Impact:

The project is funded by CDBG Funds, Measure R Bond Fund and Water Funds; there is adequate funding to complete the construction project. The funding breakdown is as follows:

CDBG:	\$230,000
Measure R Bond:	\$100,000
Water Fund:	\$570,000

Coordinated With:

City Attorney's Office
City Clerk's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD ADOPTING THE PLANS, CONTRACT DOCUMENTS AND WORKING DETAILS FOR THE WISCONSIN AVENUE, SEQUOIA DRIVE, MICHIGAN AVENUE AND CORNISH AVENUE STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.68.026 AND AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO SOLICIT BIDS FOR STREET REHABILITATION

WHEREAS, the plans, contract documents and working details for Wisconsin Avenue from Long Beach Boulevard to State Street, Sequoia Drive from Long Beach Boulevard to State Street, Michigan Avenue from Long Beach Boulevard to State Street, and Cornish Avenue from Le Sage Street to Shirley Avenue, Street Improvement Project, Project No. 4011.68.026, are complete and ready for the City Council's review, consideration and adoption; and

WHEREAS, the estimated construction cost of said project is \$900,000; and

WHEREAS, the Department of Public Works of the City of Lynwood has determined that said project is in accordance with the California Environmental Quality Act (CEQA) and is categorically exempt pursuant to Section 15301 (C) of the CEQA guidelines pertaining to statutory exemptions; and

WHEREAS, the project is ready to be advertised for the solicitation of bids.

WHEREAS, the project is funded by CDBG Funds, Measure R Bond Fund and Water Funds. The funding breakdown is as follows:

CDBG:	\$230,000
Measure R Bond:	\$100,000
Water Fund:	\$570,000

NOW, THEREFORE, NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. Wisconsin Avenue from Long Beach Boulevard to State Street, Sequoia Drive from Long Beach Boulevard to State Street, Michigan Avenue from Long Beach Boulevard to State Street, and Cornish Avenue from Le Sage Street to Shirley Avenue, Street Improvement Project, Project No. 4011.68.026 is in conformance with the California Environmental Quality Act (CEQA) and is categorically exempt.

Section 2. That the City Council of the City of Lynwood hereby adopts the Plans, Contract Documents and Working Details for the street Improvement Project.

Section 3. That the City Council of the City of Lynwood authorizes the solicitation of bids for said project.

Section 4. This resolution shall go into effect immediately upon its adoption.

Section 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 16th day of August, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Garcia
City Attorney

Raul Godinez, II, P.E.
Director of Public Works / City Engineer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, _____, and passed by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, _____.

City Clerk, City of Lynwood



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Arturo Ramos

Recommendation:

Staff recommends that the City Council pay the claim of Arturo Ramos v. City of Lynwood in the amount of \$161.68.

Background:

On June 15, 2016, Mr. Ramos filed a claim for damages. He claims that on March 23, 2016, his department was re-located to another location within City Hall. On the date of the relocation Mr. Ramos was absent. When he returned to work the next day he found that his ear buds were missing. A search for the ear buds was unsuccessful. The claimant purchased the ear buds on December 27, 2015 in the amount of \$161.68.

Discussion & Analysis:

Liability will adhere to the City in this matter. The City would be responsible for Mr. Ramos' loss as it neglected to properly secure his property. The City is liable under California Government Code §820. (a) Except as otherwise provided by statute (including Section 820.2), a public employee is liable for injury caused by his act or omission to the same extent as a private person. (b) The liability of a public employee established by this part (commencing with Section 814) is subject to any defenses that would be available to the public employee if he were a private person.

Fiscal Impact:

The Self Insurance Fund in the FY 17 Adopted Budget will cover this cost. The action recommended in this report will have a fiscal impact of \$161.68.

Coordinated With:

Department of Development, Compliance & Enforcement Services
City Attorney



How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)
Please attach two original estimates.

Provided copy of the receipt.

Expenditures made on account of accident or injury (date and item): _____

N/A

Name of address of witnesses, doctors and hospitals: _____

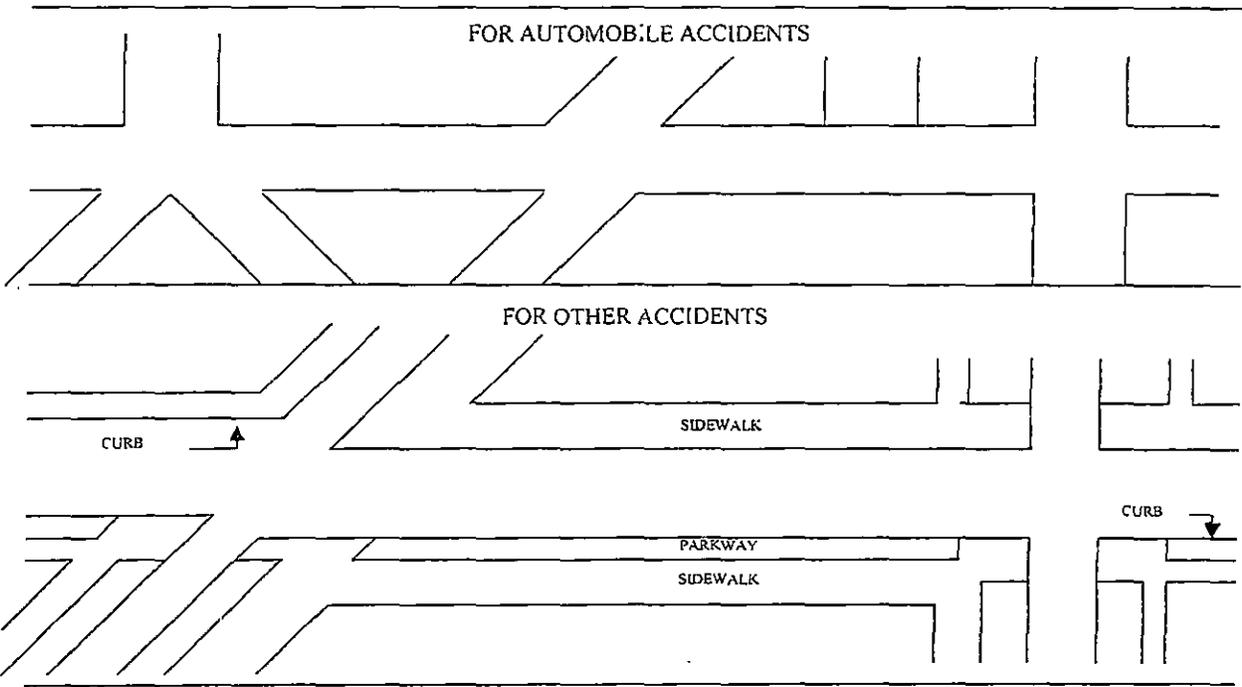
N/A

PLEASE READ THE FOLLOWING CAREFULLY

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 distance 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 the 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 a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Arthur Rauer
SIGNATURE

06/15/16
DATE

Attachment 1

~~On or about Thursday, March 24, 2016 my desk, files, and other items were re-located to the~~
new office located inside main City Hall, former City treasurer's office. During the transfer two items were lost; the first item was a Galls handheld LED tactical flash light and the second item was my Jaybird X2 Bluetooth earphones.

I reported these items to my supervisor, JD Whitaker via email on Monday, March 28, 2016. My supervisor, JD Whitaker was able to locate the tactical flash light a few days later and was returned to me, but the Bluetooth earphones were never found.

I was never given prior notice to properly pack everything for the relocation and avoid the unfortunate incident. My supervisor sent an email instructing us, Ramos, Solorzano, and Spears to pack and prepare for the relocation on Wednesday, March 23, 2016. Unfortunately, Wednesday, March 23, 2016 was my scheduled day off. My work schedule at that time was Saturday thru Tuesday so I was off on Wednesday, Thursday, and Friday; therefore I was unable to properly pack all items for the relocation.

After a few follows with my supervisor, he referred to human resources to file a claim for the Jaybird X2 Bluetooth earphones that were lost or thrown away by staff.

Arturo Ramos

From: JD Whitaker
Sent: Monday, March 28, 2016 1:59 PM
To: Arturo Ramos
Subject: RE: Items Misplace During the Moved Out.

Officer Ramos,

Thank you. I will forward this email to Sal Mendez.

JDW

Sent via the Samsung GALAXY S@ 5, an AT&T 4G LTE smartphone

----- Original message -----

From: Arturo Ramos <aramos@lynwood.ca.us>
Date: 3/28/2016 1:42 PM (GMT-08:00)
To: JD Whitaker <jdwhitaker@lynwood.ca.us>
Cc: aaron@afscme36.org, "Haydee M. Sainz" <hsainz@lynwood.ca.us>, David Spears <dspears@lynwood.ca.us>
Subject: Items Misplace During the Moved Out.

Officer Whitaker,

The following items are missing or possibly misplace :

- ~ Galls Handheld LED Tactical Flash Light.
- ~ Jaybird X2 Bluetooth Phone Ear Pieces.

These items were located inside my desk drawers. Please look in this matter.

Also, I just want you to inform you that I partially packed my work items on Tuesday and just left unpacked only the essential items needed to perform my work.

As of the end of Tuesday, March 22, 2016, I was still not officially notified of the exact moving date. I read your email today that was send on Wednesday, March 23, 2016, after I retrieved my iPad, phone, and all work equipment that was store and locked in the former copy room since they move my staff out the trailer.

Unfortunately, I was not able to follow your directive and pack the rest of the items because I was off, my work schedule is Saturday thru Tuesday. My sincere apologies if this created any inconveniences, but I could have prepared better If I was notify in a timely manner.

Thank you,

Arturo Ramos
Code Enforcement Officer

Send from my iPad

Arturo Ramos

From: JD Whitaker
Sent: Wednesday, March 23, 2016 12:03 PM
To: David Spears; Arturo Ramos; Arturo Solorzano
Cc: Erika Ramirez
Subject: Moving Time

Officers,

Please begin to pack up your items today. Ensure that all items are packed and ready to move before 1700hrs. If you have any questions, feel free to contact me.

Thanks,

JDW

WELCOME TO BEST BUY #104
5000 W 147TH ST
HAWTHORNE, CA 90250
(310) 644-9312

Keep your receipt!



Val #:000163-382372-838617-843014-745297-367

0104 002 0737 12/27/15 11:29

4202500 X2-M 129.99
JAYBIRD X2 PREMIUM WIRELESS BU
50.00 SALE DISCOUNT
Sales Tax 11.70
9998236 2YR 100-149 19.99 N
2YR 100-149.99 PORT DEV GSP-R
GSP# 5494715854
SKU # 4202500
Sales Tax 0.00

SUBTOTAL 149.98
Sales Tax 11.70

TOTAL 161.68

*****2963 Swiped USD\$ 147.12

STORE CREDIT
APPROVAL 201000

REMAINING BALANCE: 0.00

*****0807 Swiped USD\$ 14.56

DEBIT

ARTURO RAMOS

APPROVAL 561559

REFERENCE NUMBER: 2211285995226

OTHER SAVINGS: 50.00

TOTAL SAVINGS: 50.00

MY BEST BUY
MEMBER ID 0119419274

Terms & Conditions for the service plans
you've purchased are available at
www.bestbuy.com/servicestermsconditions

Product Replacement terms & conditions are
available at
bestbuy.com/servicestermsconditions.
I agree to the delivery of these terms via
a link that will be sent to me by email.

ARTURO,

THANKS FOR SHOPPING AT BEST BUY TODAY!

YOUR MY BEST BUY BALANCE AS OF 12/27/2015

POSTED POINTS: 1

GO TO BestBuy.com FOR MORE INFO

14-day return period on Phones and Carrier
Connectable Devices for all customers.

15-day return period on
almost everything else.

Purchases made between Nov. 1, 2015 and
Dec. 31, 2015 qualify for our Holiday
Return and Exchange promise and most
purchases may be returned
through Jan. 15, 2016.

A valid receipt is required for all
returns. Except where prohibited, we may
request an ID. ID info may be stored in a
secure, encrypted database used for
tracking returns and exchanges.

Returned items missing packaging or
accessories are subject to
a missing item deduction.

For return promise details and a complete
list of exceptions, ask for a policy flyer
or go to www.BestBuy.com>Returns.

To learn about our privacy practices
please visit www.BestBuy.com/privacy.

YOUR CUSTOMER SERVICE PIN IS:
0104 002 0737 122715



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager 

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management 
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Jose Montes

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Jose Montes and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

On June 27, 2016, Mr. Montes filed a claim alleging property damage due to a tree branch that fell on his vehicle on June 20, 2016. The vehicle a 1999 GMC Yukon sustained damage in the amount of \$1,907.33.

Discussion & Analysis:

Trimmingland records indicate that the tree in question received a full trim on February 2, 2010. It received a grid pruning on April 4, 2015. There are no prior indications that the tree was diseased or weakened and the City received no prior complaints regarding the tree. Weather was not a factor. The temperature at the time of incident was 87 degrees and the wind speed was about 10 mph.

Pursuant to Government Code Section 835 the claimant must establish that the tree posed a dangerous condition at the time of the incident. A dangerous condition as defined in Government Code Section 830 is a condition of property that creates a substantial, as distinguished from a minor, trivial or insignificant, risk of damage when property is used with due care in a manner in which it was reasonably foreseeable that it would be used.

In addition, the claimant must establish that the existence of the dangerous condition was created by the negligence of the City or an employee of the City was aware of the dangerous condition. There is no indication that the City had prior notice of a dangerous condition.



The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney

(Rev. 10/11)

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED 6-27-16
CLAIM NO. 200317
DEPT. PW.

RECEIVED
CITY OF LYNWOOD

JUN 27 2016

SUBMIT TO:
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

HUMAN RESOURCES &
RISK MANAGEMENT

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSONAL PROPERTY, MUST BE FILED NO 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 OCCURANCE (Gov. Code, Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: JOSE MONTES

Date of Birth: _____ Social Security No.: _____

Home address of claimant: 4259 NILAND ST.

City: LYNWOOD State: CA Zip Code: 90262 Telephone No: (310) 245-7172

Give address to which you desire notice or communication to be sent regarding this claim: _____

4259 Niland St City: LYNWOOD State: CA Zip Code: 90262

Date of Accident: 6-20-16 Time: AM 5:30 PM 5:30

Place of Accident: 4259 Niland St. Lynwood, CA, 90262

How did damage or injury occur? (Give full details)
IN FRONT OF MY HOUSE IS A BIG TREE
AND ONE BRANCHE Fall down ON MY TRUCK
AND DAMAGE PAINT AND LEFT MIRROR

Were Sheriffs at the scene? Yes _____ No X File No. (If known): _____

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: _____

Give total amount of claim (include estimate amount of any prospective injury or damage): _____

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)
Please attach two original estimates.

Expenditures made on account of accident or injury (date and item): _____

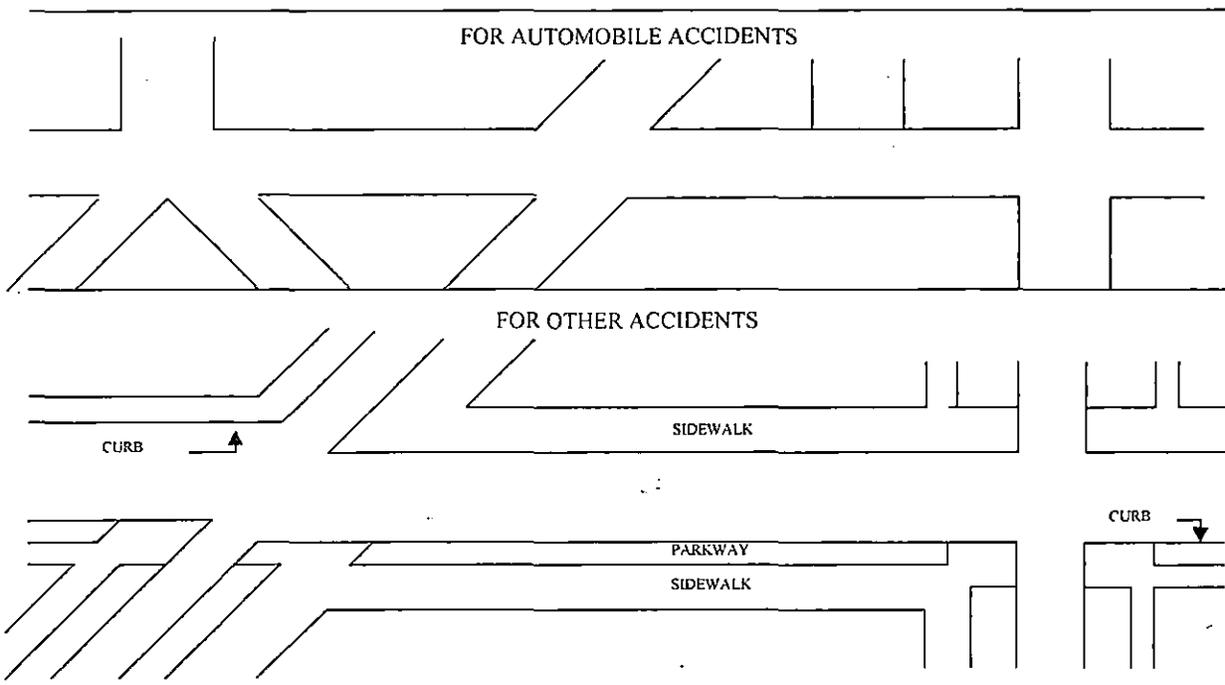
Name of address of witnesses, doctors and hospitals: _____

PLEASE READ THE FOLLOWING CAREFULLY

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 distance 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 the 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 a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Jose L. Montes
SIGNATURE

6-27-16
DATE



REGISTRATION CARD VALID FROM: 02/02/2016 TO: 02/02/2017

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
GMC	1999	1999	EZ	2001	120	11	4EHK010
BODY TYPE MODEL	MP	MO	VEHICLE ID NUMBER				
UT	G	XN	1GKEC13R2XJ747539				
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED		
AUTOMOBILE	02/02/16	19	02/02/16	9	B2727304		
						PR EXP DATE: 02/02/2016	

REGISTERED OWNER

MONTE JOSE J/
MONTE OFELIA
4259 NILAND ST

LYNWOOD
CA 90262

AMOUNT DUE	AMOUNT RECVD
\$ 102.00	CASH : 12.00
	CHCK : 90.00
	CRDT :

AMOUNT PAID
\$ 102.00

LIENHOLDER

H00 C53 5T 0010200 0026 CS H00 020216 11 4EHK010 539



EZ AUTO COLLISION REPAIR INC

Workfile ID: 44bc2f7b
BAR: ARD00282371

ezautocollisionrepair@gmail.com
5061 Gage Ave, BELL, CA 90201
Phone: (323) 744-2137
FAX: (323) 749-0355

Preliminary Estimate

Customer: Montes, Jose

Job Number:

Insured: Montes, Jose
Type of Loss:
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Montes, Jose
(310) 604-0135 Evening

Inspection Location:
EZ AUTO COLLISION REPAIR INC
5061 Gage Ave
BELL, CA 90201
Repair Facility
(323) 744-2137 Business

Insurance Company:

VEHICLE

1999 GMC YUKON 4X2 4D UTV 8-5.7L-FI

VIN: 1GKEC13R2XJ747539
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors

Body Side Moldings
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers

Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
Cassette

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: Montes, Jose

Job Number:

1999 GMC YUKON 4X2 4D UTV 8-5.7L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		HOOD					
2	Refn	Hood					3.2
3		Add for Clear Coat					1.3
4		ROOF					
5	* Rpr	Roof panel				3.0	4.7
6		Overlap Major Adj. Panel					-0.4
7		Add for Clear Coat					0.9
8		PILLARS, ROCKER & FLOOR					
9	Refn	RT Uniside assy				s	5.2
10		Overlap Major Adj. Panel					-0.4
11	*	Add for Clear Coat					1.0
12		FRONT DOOR					
13	Refn	RT Outer panel					2.5
14		Overlap Major Adj. Panel					-0.4
15	*	Add for Clear Coat					0.4
16	Repl	RT Power mirror w/o heat	15764758	1	158.33	0.4	
17		REAR DOOR					
18	Refn	RT Door shell					2.3
19		Overlap Major Adj. Panel					-0.4
20	*	Add for Clear Coat					0.4
21	#	Repl Cover Car		1	8.00	T	
22	#	Subl Hazardous waste removal		1	5.00	T	
SUBTOTALS					171.33	3.4	20.3

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			158.33
Body Labor	3.4 hrs @	\$ 45.00 /hr	153.00
Paint Labor	20.3 hrs @	\$ 52.00 /hr	1,055.60
Paint Supplies	20.3 hrs @	\$ 32.00 /hr	649.60
Miscellaneous			13.00
Subtotal			2,029.53
Sales Tax	\$ 820.93 @	9.0000 %	73.88
Grand Total			2,103.41
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			2,103.41

MyPriceLink Estimate ID: 175747181263765504

Preliminary Estimate

Customer: Montes, Jose

Job Number:

1999 GMC YUKON 4X2 4D UTV 8-5.7L-FI

ESTIMATE OF REPAIR:

The Estimate of Repair includes parts, labor, diagnosis, and any applicable taxes. If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for loss or damage to your vehicle from fire, theft, accidents or any cause beyond our control. All tests will be made by our employees at your risk.

AUTHORIZED

SIGNATURE: _____ DATE: _____

POWER OF ATTORNEY:

I do hereby appoint the aforementioned business as my attorney in fact to accept on my behalf any and all checks, drafts, or bills of exchange for deposit to the aforementioned business' account for credit on my account for repairs on my vehicle which has been released and accepted.

ACCEPTED

BY: _____ DATE: _____

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

Preliminary Estimate

Customer: Montes, Jose

Job Number:

1999 GMC YUKON 4X2 4D UTV 8-5.7L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE1GC92, CCC Data Date 6/16/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Date: 6/24/2016 03:31 PM
 Estimate ID: 484
 Estimate Version: 0
 Preliminary
 Profile ID: Mitchell
 Quote ID: 9292389

B & M Body Shop

10404 Atlantic Ave., South Gate, CA 90280
 (323) 569-7338

2348, AS

Damage Assessed By: Efrain Reyes
 Classification: Drive-In

Type of Loss: Collision
 Payer: Customer

Deductible: UNKNOWN

Insured: JOSE MONTES
 Owner: JOSE MONTES
 Address: 4259 NILAND ST., LYNWOOD, CA 90262
 Telephone: Home Phone: (310) 604-0135

Mitchell Service: 916482

Description: 1999 GMC Yukon SLE
 Body Style: 4D Ut 117" WB
 VIN: 1GKEC13R2XJ747539
 OEM/ALT: O
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITIONING, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, LUGGAGE RACK, ANTI-LOCK BRAKE SYS.
 ALUM/ALLOY WHEELS, LEATHER STEERING WHEEL, POWER ADJUSTABLE EXTERIOR MIRROR
 CASSETTE PLAYER, PRIVACY GLASS, CLOTH SEAT
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, DAYTIME RUNNING LIGHTS
 KEYLESS ENTRY SYSTEM, REAR BENCH SEAT

Drive Train: 5.7L Inj 8 Cyl 2WD
 License: 4EHK010 CA
 Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	602190	BDY	REPAIR	Hood Panel	Existing		2.0*
2	AUTO	REF	REFINISH	Hood Outside			C 3.2
3	601991	BDY	REPAIR	R Fender Panel	Existing		2.0* #
4	AUTO	REF	REFINISH	R Fender Outside			C 2.2
5	613810	BDY	REPAIR	R Frt Door Repair Panel	Existing		2.0* #
6	AUTO	REF	REFINISH	R Frt Door Outside			C 2.3
7	621105	BDY	REMOVE/REPLACE	R Frt Door Power Mirror Assy	ORDER FROM DEALER	158.33	0.2 #
8	AUTO	BDY	REMOVE/INSTALL	R Frt Door Trim Panel			0.4
9	600732	BDY	REPAIR	R Rear Door Repair Panel	Existing		1.0* #
10	AUTO	REF	REFINISH	R Rear Door Outside			C 2.1
11	601617	BDY	REMOVE/REPLACE	R Rear Door Channel Run	15018506	94.93	0.2 #
12	600807	BDY	REPAIR	Roof Panel	Existing		1.0*
13	AUTO	REF	REFINISH	Roof Panel Outside			C 4.5
14	616040	BDY	REMOVE/INSTALL	Roof Luggage Rack			2.4
15	AUTO	REF	ADD'L OPR	Clear Coat			2.5
16	933003	REF	ADD'L OPR	TINT COLOR			0.5*
17	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		5.00 *	0.5*
18	AUTO		ADD'L COST	Paint/Materials		553.60 *	
19	AUTO		ADD'L COST	Hazardous Waste Disposal		5.00 *	

ESTIMATE RECALL NUMBER: 06/24/2016 15:29:57 484
 Mitchell Data Version: OEM: MAY_16_V

Software Version: 7.1.203

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 All Rights Reserved

Page 1 of 2

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount	
Body	11.2	50.00	0.00	0.00	560.00	Taxable Parts	253.26	
Refinish	17.8	50.00	5.00	0.00	895.00	Sales Tax @ 10.000%	25.33	
Non-Taxable Labor					1,455.00	Total Replacement Parts Amount	278.59	
Labor Summary	29.0				1,455.00			
III. Additional Costs					Amount	IV. Adjustments		Amount
Taxable Costs					558.60	Customer Responsibility		0.00
Sales Tax @ 10.000%					55.86			
Total Additional Costs					614.46			
Paint Material Method: Rates Init Rate = 32.00 , Init Max Hours = 99.9, Addl Rate = 0.00								
						I. Total Labor:	1,455.00	
						II. Total Replacement Parts:	278.59	
						III. Total Additional Costs:	614.46	
						Gross Total:	2,348.05	
						IV. Total Adjustments:	0.00	
						Net Total:	2,348.05	

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.





AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JNB*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management *HMS*
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Douglas Lima

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Douglas Lima and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

On February 22, 2016, Mr. Lima filed a claim alleging property damage due to a tree branch that fell on his vehicle (2013 Toyota Scion TC) on February 1, 2016. The location of the loss is 10760 San Miguel Avenue in Lynwood.

Discussion & Analysis:

Although liability will adhere to the City in this matter, the claimant is not entitled to pursue a claim on behalf of his insurance carrier (Allstate) whom has submitted a subrogation claim.

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney



2/22/16
2003117
PW

SUBMIT TO:
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

RECEIVED
CITY OF LYNWOOD

FEB 22 2016

- HUMAN RESOURCES & RISK MANAGEMENT
1. CLAIMS FOR DEATH, INJURY TO PERSON, OR DAMAGE TO REAL PROPERTY, MUST BE FILED NO 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. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Name of Claimant: Douglas Martin Lima

Date of Birth: Social Security No.:

Home address of claimant: 10760 San Miguel Ave.

City: Lynwood State: CA Zip Code: 90262 Telephone No.: (562) 991-2540

Give address to which you desire notice or communication to be sent regarding this claim: Same

San Miguel Ave City: Lynwood State: CA Zip Code: 90262

Date of Accident: 02-01-2016 Time: AM 8:00 PM

Place of Accident: 10760 San Miguel Ave Lynwood

How did damage or injury occur? (Give full details)
my cars where park
outside of my reciden and when about
8am a tree colapa and damage my
Sienna roof bumper front and fender,
Hood and windshield "scrach them"

Were Sheriffs at the scene? Yes No X File No. (If known):

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: THE City of Lynwood: Neighbors and my self complain about the tree that it was very dangerous and they never do anything about it.
Give total amount of claim (include estimate amount of any prospective injury or damage):

How was amount of claim computed? (Be specific. List doctor bills, wage rate repair estimates, etc.)
Please attach two original estimates.

A/ 1558.89

Expenditures made on account of accident or injury (date and item): _____

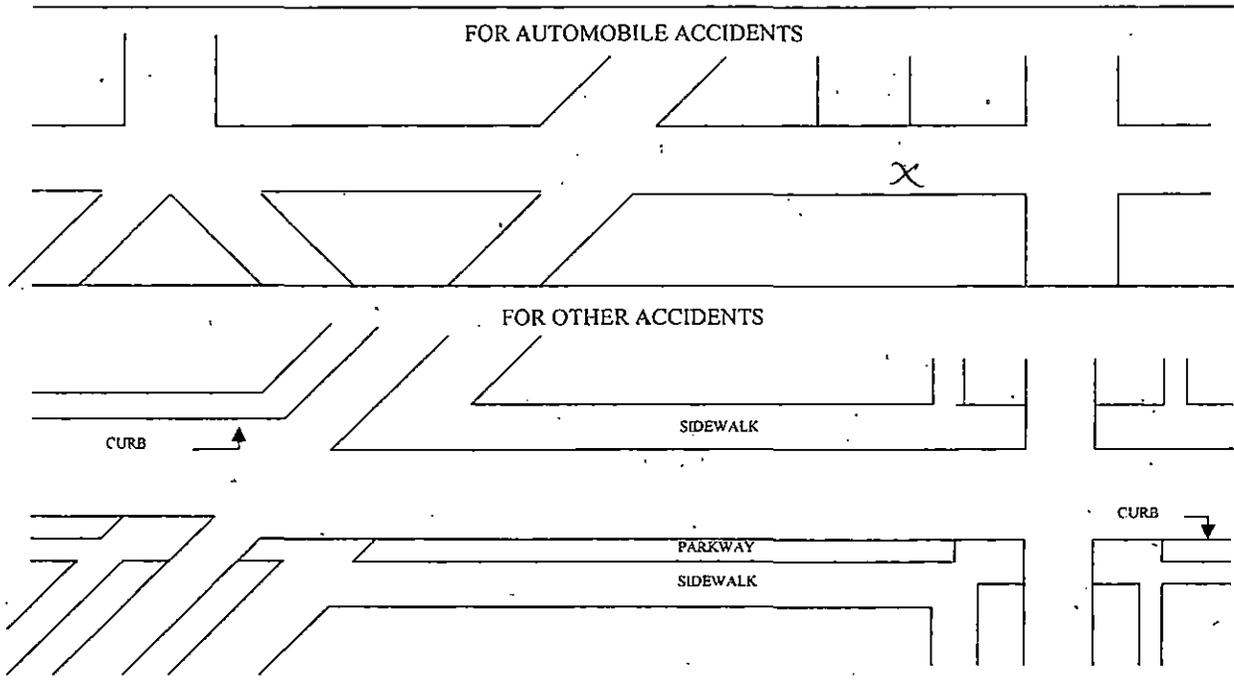
Name of address of witnesses, doctors and hospitals: _____

PLEASE READ THE FOLLOWING CAREFULLY

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 distance 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 the 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 a proper diagram signed by claimant



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF: AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HERE STATED UPON MY INFORMATION AND BELIEF: AND AS TO THOSE MATTERS I BELIEVE IT TO BE TRUE. I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

[Signature]
SIGNATURE

2-22-16,
DATE

PENSKE COLLISION CENTER_C

9136 FIRESTONE BLVD, DOWNEY, CA 90241

Phone: (562) 904-5634

FAX: (562) 904-5677

Workfile ID:
Federal ID:

3444bf56
954371918

Preliminary Estimate

Customer: LIMA, DOUGLAS

Job Number:

Written By: Richard Melendez

Insured: LIMA, DOUGLAS
Type of Loss:
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
LIMA, DOUGLAS

Inspection Location:
PENSKE COLLISION CENTER_CF
9136 FIRESTONE BLVD
DOWNEY, CA 90241
Repair Facility
(562) 904-5634 Business

Insurance Company:

VEHICLE

Year: 2004	Body Style: 4D VAN	VIN: 5TDZA23C14S048907	Mileage In:
Make: TOYO	Engine: 6-3.3L-FI	License: 5EPB603	Mileage Out:
Model: SIENNA 4X2 CE	Production Date:	State:	Vehicle Out:
Color: GREY Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors

Body Side Moldings
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Rear Defogger
Keyless Entry
Rear Window Wiper
Telescopic Wheel

Dual Air Condition

RADIO

AM Radio
FM Radio
Stereo
CD Player
Cassette

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)

SEATS

Cloth Seats
Bucket Seats
3rd Row Seat
Retractable Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

Preliminary Estimate

Customer: LIMA, DOUGLAS

Job Number:

Vehicle: 2004 TOYO SIENNA 4X2 CE 4D VAN 6-3.3L-FI GREY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	*	Rpr Bumper cover CE base model				2.5	3.0
3		Add for Clear Coat					1.2
4		HOOD					
5	*	Rpr Hood				1.0	2.6
6		Add for Clear Coat					1.0
7		WINDSHIELD					
8		R&I RT Nozzle				0.2	
9		R&I LT Nozzle				0.2	
10	#	Buff glass		1		1.0	
11		ROOF					
12	*	Rpr Roof panel w/o roof rack				1.0	4.8
13		Overlap Major Adj. Panel					-0.4
14		Add for Clear Coat					0.9
15		R&I RT Drip molding				0.5	
16		R&I LT Drip molding				0.5	
17	#	Rpr Tint Color w/ 3 variances				0.5	
18	#	COVER CAR		1	10.00 T	0.5	
19	#	Hazardous Waste		1	5.00 X		
20	#	COLOR,SAND & RUB		1		2.5	
SUBTOTALS					15.00	10.4	13.1

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	10.4 hrs @	\$ 45.00 /hr	468.00
Paint Labor	13.1 hrs @	\$ 45.00 /hr	589.50
Paint Supples	13.1 hrs @	\$ 34.00 /hr	445.40
Miscellaneous			15.00
Subtotal			1,517.90
Sales Tax	\$ 455.40 @	9.0000 %	40.99
Grand Total			1,558.89
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,558.89

*ADDITIONAL DAMAGES OPEN TILL TEAR DOWN...

Preliminary Estimate

Customer: LIMA, DOUGLAS

Job Number:

Vehicle: 2004 TOYO SIENNA 4X2 CE 4D VAN 6-3.3L-FI GREY

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Preliminary Estimate

Customer: LIMA, DOUGLAS**Job Number:**

Vehicle: 2004 TOYO SIENNA 4X2 CE 4D VAN 6-3.3L-FI GREY

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARM8530, CCC Data Date 2/15/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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SYMBOLS FOLLOWING LABOR:

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CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

COMPLAINT:

CAUSE:

A

CORRECTION:

COMPLAINT:

CAUSE:

B

CORRECTION:

COMPLAINT:

CAUSE:

C

CORRECTION:

COMPLAINT:

CAUSE:

D

CORRECTION:

COMPLAINT:

CAUSE:

E

CORRECTION:

ENGINE: CID _____
4 CYL 6 CYL V/6 V/8 DIESEL HYBRID

TRANSMISSION:
3 SPEED 4 SPD 5 SPD AUTO TYPE _____

ACCESSORIES:
P/S P/B A/C AIR OTHER _____

TIRE CONDITION
LF _____ /32 RF _____ /32
LR _____ /32 RR _____ /32

TIRE PRESSURE
LF _____ psi RF _____ psi
LR _____ psi RR _____ psi

BRAKE CONDITION
LF _____ /MM _____ % RF _____ /MM _____ %
LR _____ /MM _____ % RR _____ /MM _____ %

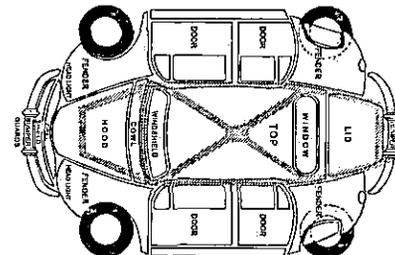
FUEL GAUGE
1/4 _____ 1/2 _____ FULL _____

QUALITY TECH _____
CONTROL ASM _____
FOREMAN'S SIG. **X** _____

LABOR RECORD

FLAG SHEET	OFF	10
FLAG SHEET	ON OFF	9
FLAG SHEET	ON OFF	8
FLAG SHEET	ON OFF	7
FLAG SHEET	ON OFF	5
FLAG SHEET	ON OFF	4
FLAG SHEET	ON OFF	3
FLAG SHEET	ON OFF	2
FLAG SHEET	ON OFF	1

INDICATE ANY DAMAGE CUSTOMER HAS ON VEHICLE
PREVIOUS TO MAKING REPAIRS



PRIOR DAMAGE

RF RR
F R
LF LR

ALLSTATE NORTHBROOK INDEMNITY COMPANY

LA CENTRAL AUTO MCO
P.O. Box 6520
Diamond Bar, CA 91765
Phone: (877) 859-1173

Claim #: 000400316477h01
Workfile ID: c2f23743

Preliminary Estimate

Adjuster: Claims office, Auto Express, (800) 255-7828 Day

Insured: Douglas Lima Owner Policy #: 000934060866 Claim #: 000400316477h01
Type of Loss: Comprehensive Date of Loss: 02/01/2016 12:00 AM Days to Repair: 0
Point of Impact: 16 Non-Collision Deductible: 500.00

Owner (Insured): Douglas Lima 10760 San Miguel Ave Lynwood, CA 90262 (562) 991-2540 Day	Inspection Location: BELL DRIVE IN 4625 E GAGE AVE BELL, CA 90201 Drive-in (323) 771-3429 Day	Appraiser Information: (714) 719-6498	Repair Facility: Penske Toyota Downey, CA
------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------	-------------------------------------------------	--------------------------------------------------------

VEHICLE

Year: 2004 Color: red Int: gray License: 5epb603 Production Date:
Make: TOYO Body Style: 4D VAN State: CA Odometer: 123609
Model: SIENNA 4X2 LE Engine: 6-3.3L-FI VIN: 5TDZA23C14S048907 Condition:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Body Side Moldings

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Dual Air Condition

RADIO

AM Radio
FM Radio
Stereo
CD Player
Cassette
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats
Bucket Seats
3rd Row Seat
Retractable Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

California Emissions

Preliminary Estimate

2004 TOYO SIENNA 4X2 LE 4D VAN 6-3.3L-FI red

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	SUPPLEMENT HOTLINE 909 612-6796		1	0.00	0.0	0.0
2	#	If there is anything else that I can do for you to ensure		1	0.00	0.0	0.0
3	#	your complete satisfaction, please call me at (714)719-6498.		1	0.00	0.0	0.0
4	FRONT BUMPER						
5		O/H bumper assy		0	0.00	2.5	0.0
6	<>	Refn Bumper cover w/park sensor w/o distance		0	0.00	0.0	3.0
7	#	Refn Partial Refinish w/ Full Clear-less base coat reduction		0	0.00	0.0	-1.0
8	HOOD						
9		Refn Hood		0	0.00	0.0	2.6
10		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
11	#	Refn Partial Refinish w/ Full Clear		0	0.00	0.0	-0.5
12	WINDSHIELD						
13		R&I RT Nozzle		0	0.00	0.2	0.0
14		R&I LT Nozzle		0	0.00	0.2	0.0
15	*	Rpr Glass NAGS, w/o solar w/heat wiper park NOTE: buff and clean out scuff marks.		0	0.00	1.0	0.0
16	ROOF						
17		Refn Roof panel w/roof rack		0	0.00	0.0	4.8
18		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
19		Clear Coat		0	0.00	0.0	2.5
20		R&I RT Side rail		0	0.00	0.5	0.0
21		R&I LT Side rail		0	0.00	0.5	0.0
22	#	Refn Partial Refinish w/ Full Clear-less base coat reduction		0	0.00	0.0	-1.0
23	**	Repl A/M Cover Car		1	8.00	0.2	0.0
24	#	Color Tint - minor		1	0.00	0.5	0.0
25	OTHER CHARGES						
26	#	E.P.C.		1	3.50		
SUBTOTALS					11.50	5.6	9.8

Preliminary Estimate

2004 TOYO SIENNA 4X2 LE 4D VAN 6-3.3L-FI red

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			8.00
Body Labor	5.6 hrs @	\$ 45.00 /hr	252.00
Paint Labor	9.8 hrs @	\$ 45.00 /hr	441.00
Paint Supplies	9.8 hrs @	\$ 34.00 /hr	333.20
Other Charges			3.50
Subtotal			1,037.70
Sales Tax	\$ 341.20 @	9.0000 %	30.71
Total Cost of Repairs			1,068.41
Deductible			500.00
Total Adjustments			500.00
Net Cost of Repairs			568.41

SUPPLEMENT REQUEST PROCESS INSTRUCTIONS:

SUPPLEMENT HOTLINE 909-612-6796

THIS ESTIMATE CONTAINS ALL VISIBLE DAMAGE AT THE TIME OF INSPECTION ONLY. YOUR VEHICLE MAY REQUIRE A TEARDOWN TO FULLY ASSESS ALL THE RELATED DAMAGE. ANY CHANGES TO THIS ESTIMATE MUST BE AUTHORIZED BY AN ALLSTATE REPRESENTATIVE. THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL REPAIRS MUST BE AUTHORIZED BY VEHICLE OWNER.

If we have recommended a repair shop, please read the information below:

WE ARE PROHIBITED BY LAW FROM REQUIRING THAT REPAIRS BE DONE AT A SPECIFIC AUTOMOTIVE REPAIR DEALER. YOU ARE ENTITLED TO SELECT THE AUTO BODY REPAIR SHOP TO REPAIR DAMAGE COVERED BY US. WE HAVE RECOMMENDED AN AUTOMOTIVE REPAIR DEALER THAT WILL REPAIR YOUR DAMAGED VEHICLE. WE RECOMMEND YOU CONTACT ANY OTHER AUTOMOTIVE REPAIR DEALER YOU ARE CONSIDERING TO CLARIFY ANY QUESTIONS YOU MAY HAVE REGARDING SERVICES AND BENEFITS. IF YOU AGREE TO USE OUR RECOMMENDED AUTOMOTIVE REPAIR DEALER, WE WILL CAUSE THE DAMAGED VEHICLE TO BE RESTORED TO ITS CONDITION PRIOR TO THE LOSS AT NO ADDITIONAL COST TO YOU OTHER THAN AS STATED IN THE INSURANCE POLICY OR AS OTHERWISE ALLOWED BY LAW. IF YOU EXPERIENCE A PROBLEM WITH THE REPAIR OF YOUR VEHICLE, PLEASE CONTACT US IMMEDIATELY FOR ASSISTANCE.

Preliminary Estimate

2004 TOYO SIENNA 4X2 LE 4D VAN 6-3.3L-FI red

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

2004 TOYO SIENNA 4X2 LE 4D VAN 6-3.3L-FI red

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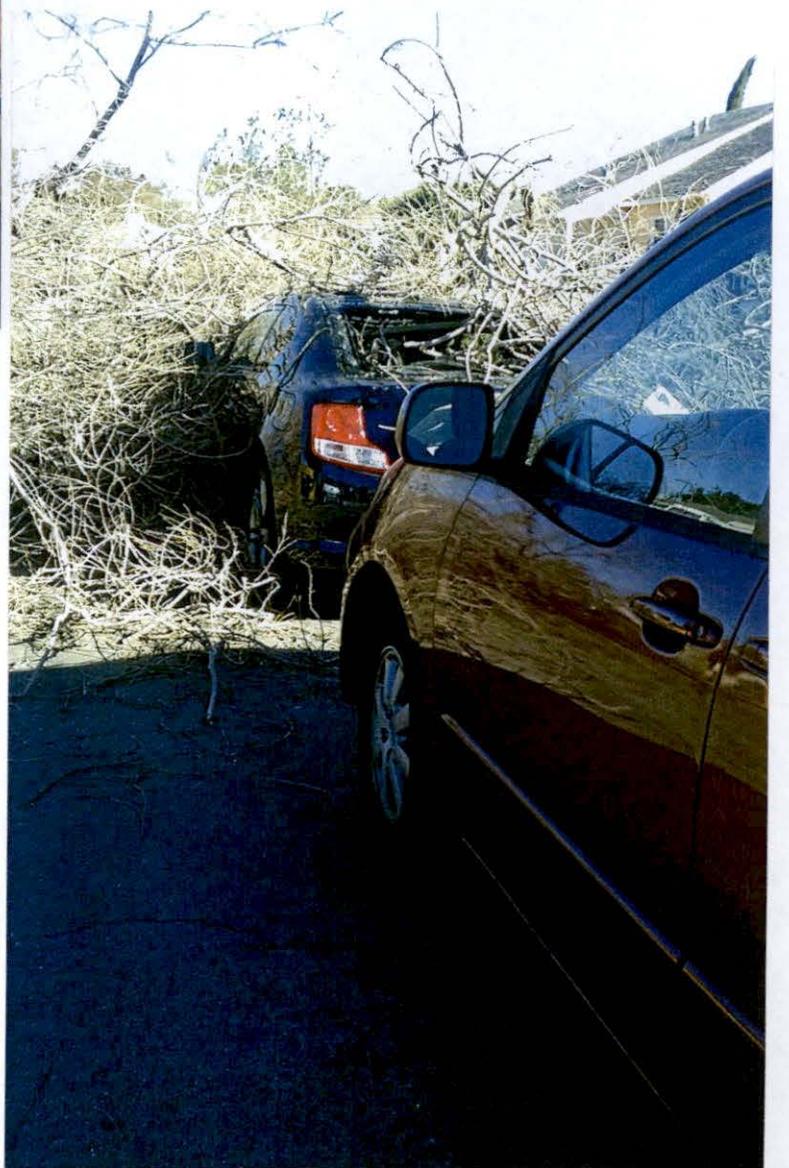
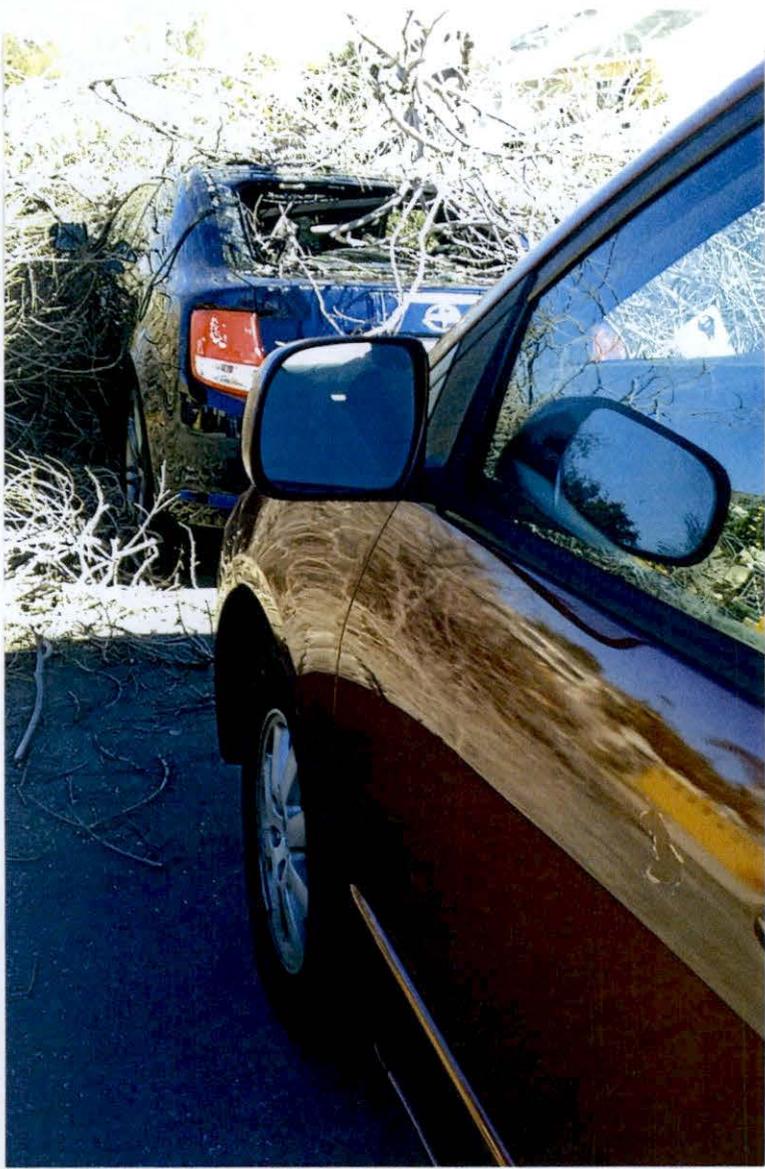
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Preliminary Estimate

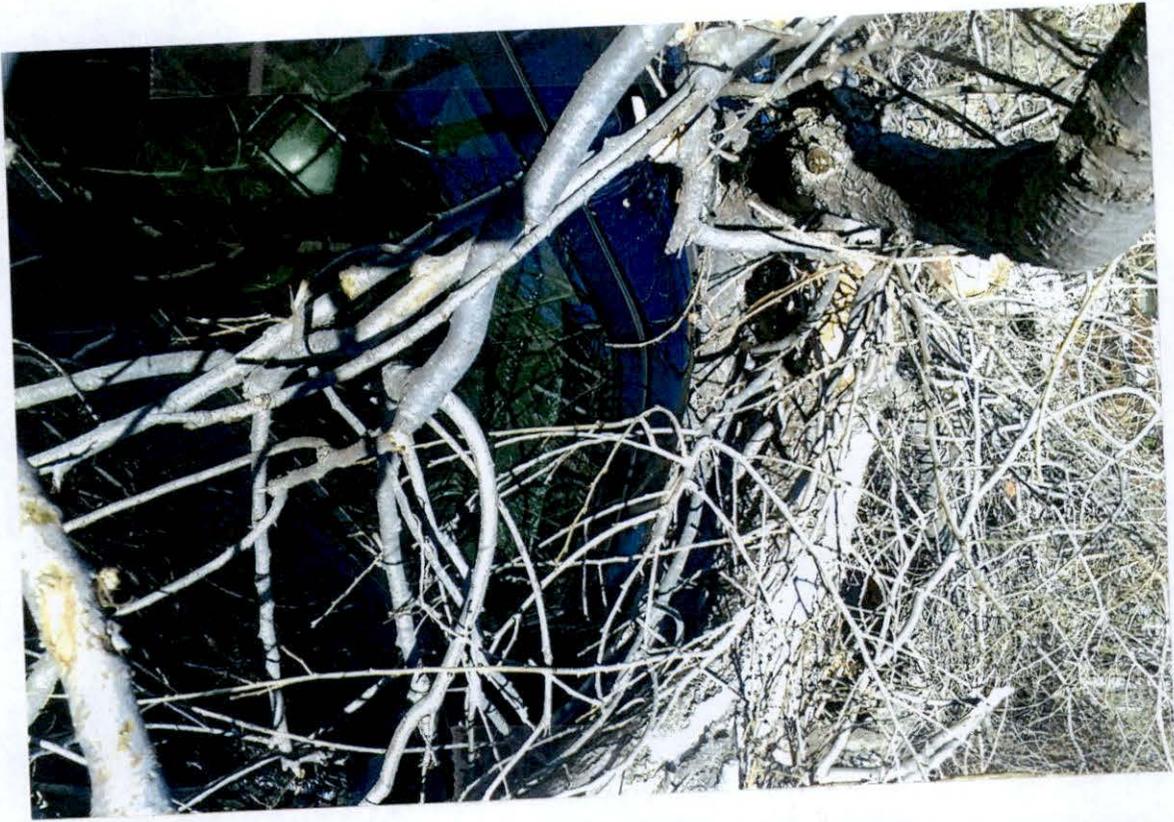
2004 TOYO SIENNA 4X2 LE 4D VAN 6-3.3L-FI red

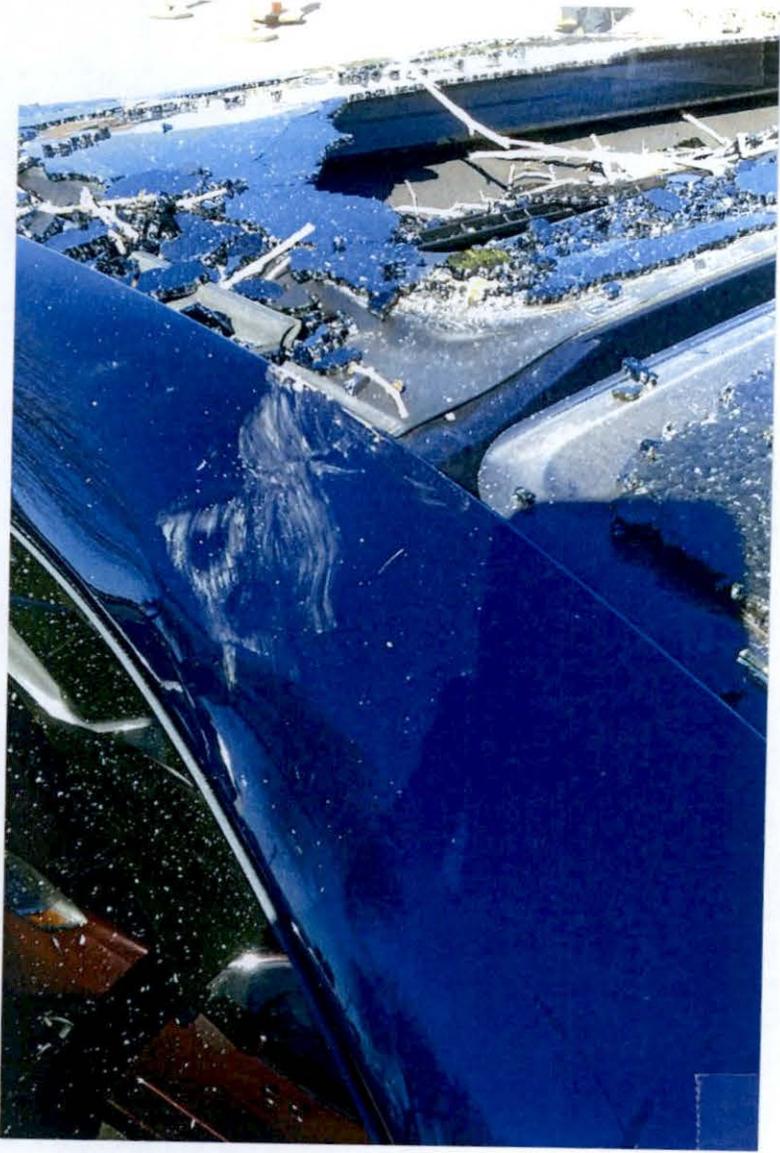
IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S CHOICE OF PARTS POLICY.

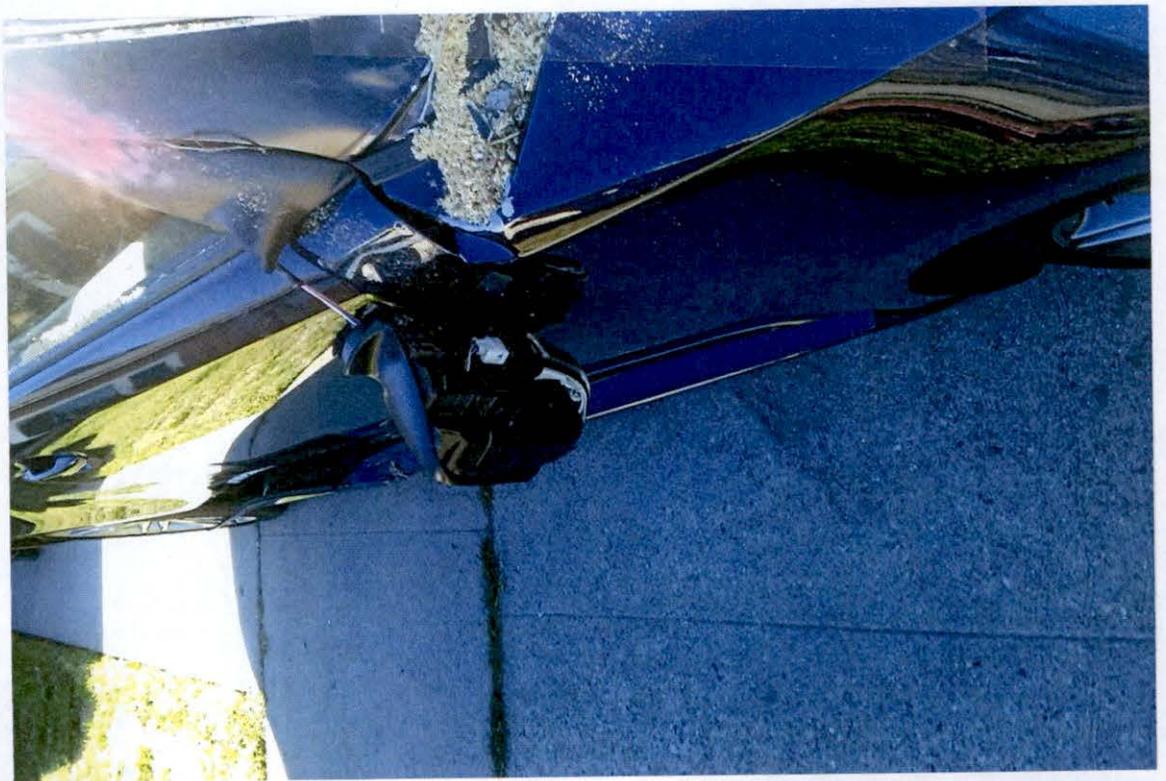
THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE AFTERMARKET OR COMPETITIVE CRASH PARTS ARE AT LEAST EQUAL TO THE ORIGINAL EQUIPMENT MANUFACTURER PARTS IN TERMS OF KIND, QUALITY, SAFETY, FIT AND PERFORMANCE THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE KIND, QUALITY, SAFETY, FIT AND PERFORMANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. HOWEVER, IF YOU CHOOSE NOT TO USE ONE OR MORE OF THE AFTERMARKET OR COMPETITIVE CRASH PARTS THAT MAY BE LISTED ON THIS ESTIMATE IN THE REPAIR OF YOUR VEHICLE, THE INSURANCE COMPANY WILL SPECIFY THE USE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, EITHER NEW OR RECYCLED AT THE INSURANCE COMPANY'S OPTION, AT NO ADDITIONAL COST TO YOU. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.

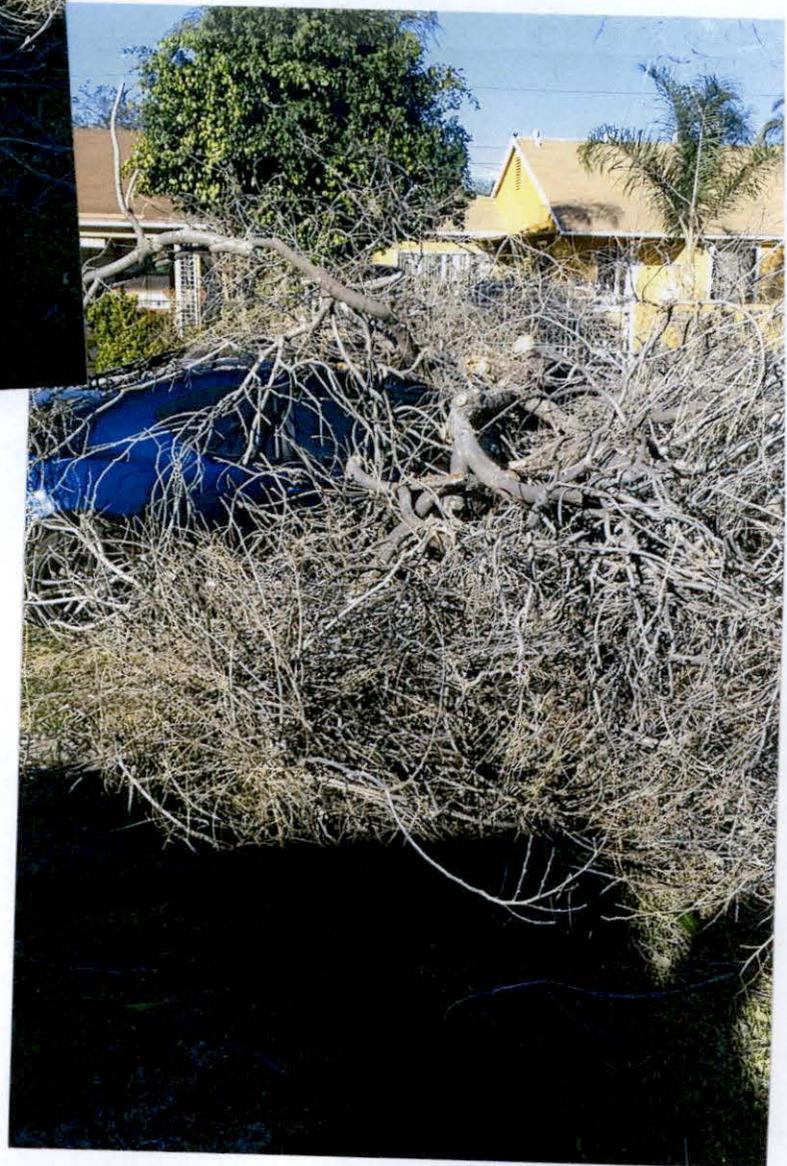
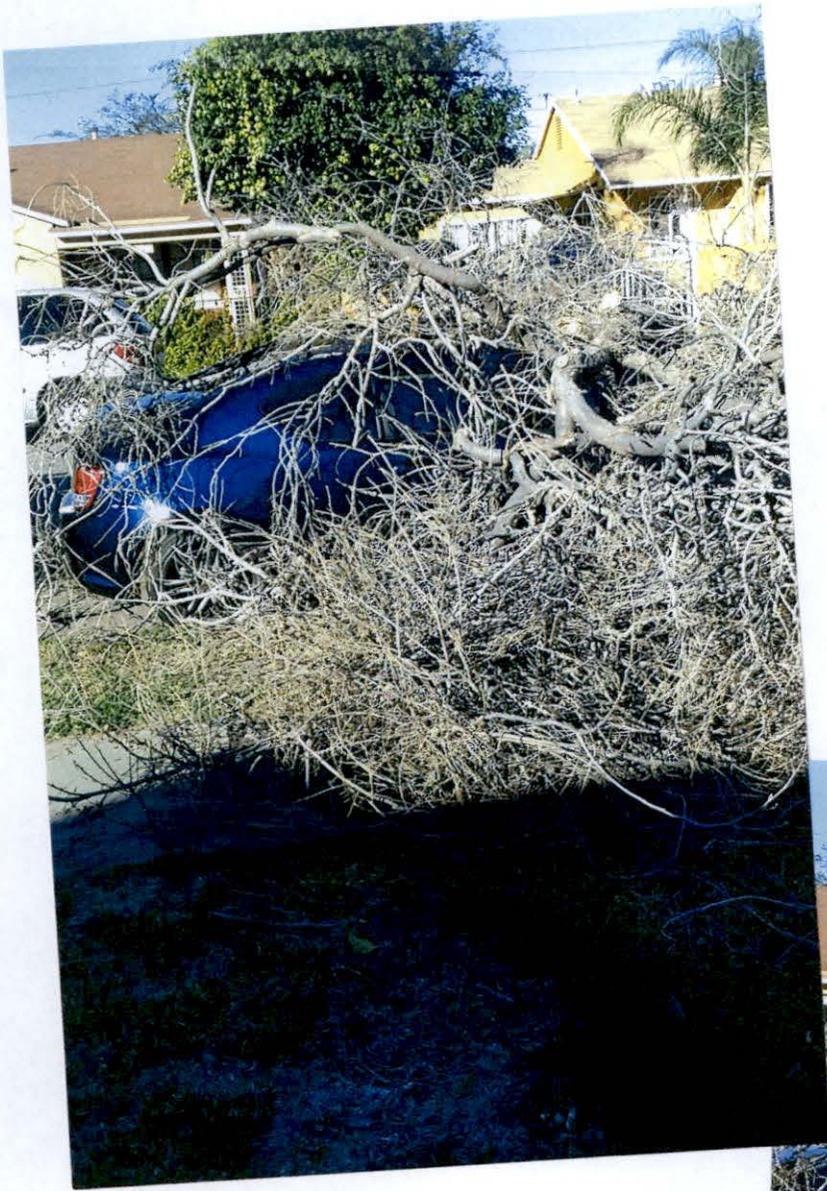


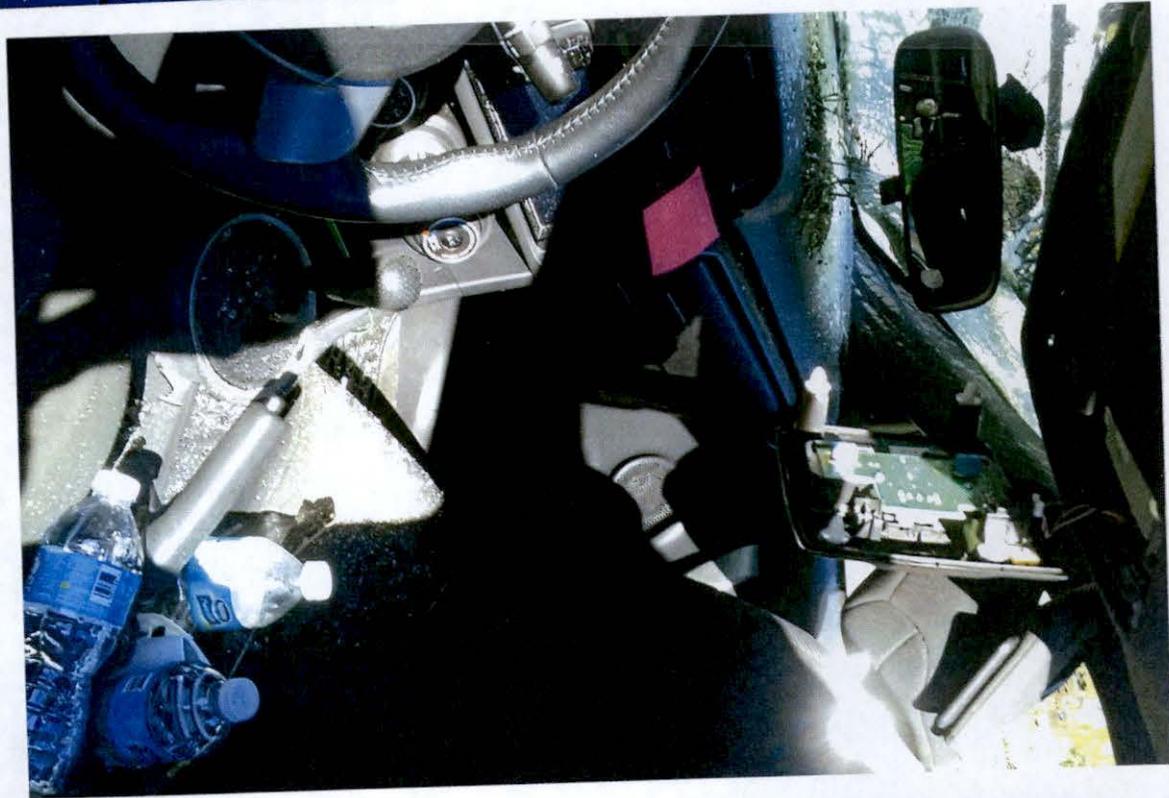
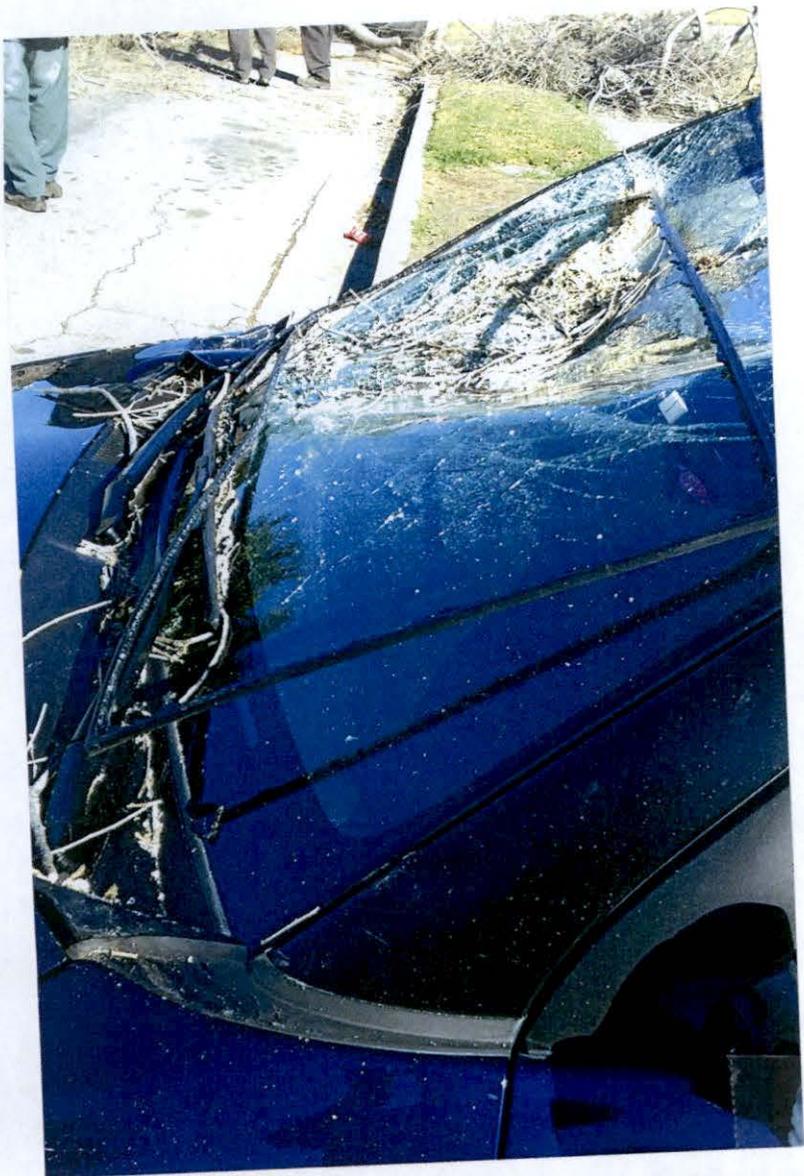




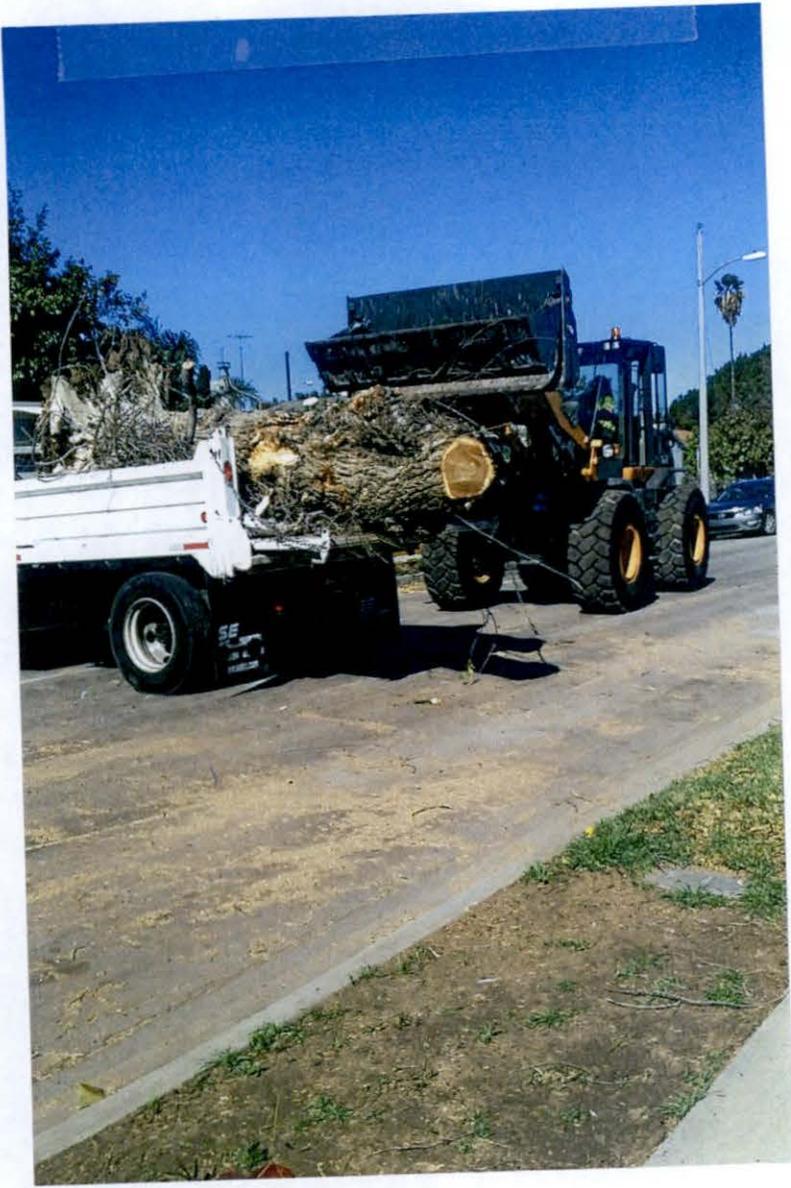














AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JNB*

PREPARED BY: Haydee M. Sainz, Director of Human Resources & Risk Management
Joel Meza, AdminSure Claims Adjuster

SUBJECT: Claim for Damages by Luciano Perez

Recommendation:

After conducting a thorough review of information pertaining to the allegations of the claim, staff has determined that the City has met all criteria that provides immunity in its entirety to the City. Based on the findings, staff recommends that the City Council reject the claim of Luciano Perez and direct staff to send a standard letter of rejection, in which the claimant will be advised of the rights afforded after the rejection letter is served.

Background:

On May 3, 2016, Mr. Perez filed a claim alleging property damage due to a tree branch that fell on his vehicle on December 24, 2015. The vehicle a 2008 Honda Civic sustained damage in the amount of \$1,775.28.

Discussion & Analysis:

City records indicate that the tree in question was last trimmed on October 16, 2014. There are no prior indications that the tree was diseased or weakened and the City received no prior complaints regarding the tree.

Pursuant to Government Code Section 835 the claimant must establish that the tree posed a dangerous condition at the time of the incident. A dangerous condition as defined in Government Code Section 830 is a condition of property that creates a substantial, as distinguished from a minor, trivial or insignificant, risk of damage when property is used with due care in a manner in which it was reasonably foreseeable that it would be used.

In addition, the claimant must establish that the existence of the dangerous condition was created by the negligence of the City or an employee of the City was aware of the dangerous condition. There is no indication that the City had prior notice of a dangerous condition.

The rejection notice provides claimants with information pertaining to their right to pursue the matter in Small Claims Court. An appearance in Small Claims Court is made by the City's third party administrator (representation by attorneys is not allowed in Small Claims Court). The claimant has a six-month statute of limitations pursue a Small Claims Action. The Court renders a decision on the case and all parties are notified via U.S. Mail.

AGENDA
ITEM
19

Fiscal Impact:

The action recommended in this report will not have a fiscal impact on the City.

Coordinated With:

Public Works
City Attorney

(Rev. 10/11)

LIABILITY

City Claim Reporting Form
For all Persons or Property

DATE FILED 3-29-16
CLAIM NO. 200 B/17
DEPT. PN

RECEIVED
CITY OF LYNWOOD

MAY 3 - 2016

RECEIVED
CITY OF LYNWOOD

MAR 29 2016

HUMAN RESOURCES &
RISK MANAGEMENT

SUBMIT TO:
CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

1. CLAIMS FOR DEATH, INJURY TO PERSON, OR TO PERSON OR PROPERTY, MUST BE FILED NO 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. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Branch fall
on his car
house
calls into
the office

Name of Claimant: L. VICENTE PEREZ

Date of Birth: 1-1-19 Social Security No.: _____

Home address of claimant: 1177 Deanean Ave

City: Lynwood State: CA Zip Code: 90262 Telephone No.: 323-245-3537

Give address to which you desire notice or communication to be sent regarding this claim: 1177 Deanean Ave City: Lynwood State: CA Zip Code: 90262

Date of Accident: 12/24/2015 Time: AM _____ PM _____

Place of Accident: on Deanean by the side walk

How did damage or injury occur? (Give full details)
El carro estaba estacionado cuando una rama de un árbol se cayó en el techo. Dañando el techo y parte del Bidón y paredes. Dañando y otros cables en otras partes del carro. Llamada y café

Were Sheriffs at the scene? Yes _____ No X File No. (If known): _____

What particular act or omission do you claim caused the injury or damage? Give the name of the City employee causing the injury or damage, if known: Mantenimiento del árbol. Esta muy podado y seco.

Give total amount of claim (include estimate amount of any prospective injury or damage): _____

please resubmit
to Aminsure

Date: 1/14/2016 10:54 AM
 Estimate ID: 553
 Estimate Version: 0
 Preliminary
 Profile ID: RIVERA'S AUTO BODY

RIVER'S AUTO BODY

9010 ROSECRANS AVE , BELLFLOWER, CA 90706
 (562) 630-7446
 Fax: (562) 630-2588
 Email: riverasautobody@yahoo.com
 BAR #: ARD00218897

Damage Assessed By: JUAN RIVERA
 Classification: None

Deductible: UNKNOWN

Insured: luciano perez

Mitchell Service: 910607

Description: 2008 Honda Civic LX
 Body Style: 4D Sed
 VIN: 2HGFA16578H524738
 OEM/ALT: A
 Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER
 AIR CONDITIONING, CRUISE CONTROL, TILT STEERING COLUMN, AM/FM STEREO
 DRIVER AIRBAG, FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS.
 TIRE INFLATION/PRESSURE MONITOR, ANTI-THEFT SYSTEM, AUXILIARY INPUT, CD PLAYER
 POWER ADJUSTABLE EXTERIOR MIRROR, FIRST ROW BUCKET SEAT, CLOTH SEAT
 SIDE AIRBAGS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER
 DAYTIME RUNNING LIGHTS, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT

Drive Train: 1.8L Inj 4 Cyl 5A FWD
 Search Code: B864413

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Door</u>							
1	003649	BDY	REPAIR	R Frt Door Shell	Existing		3.0* #
2		REF	REFINISH	R Frt Door Outside			C 2.1
3	002695	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding			0.3
4	003652	BDY	REMOVE/REPLACE	R Frt Door Blackout Tape	67324-SNA-A11	43.12	0.2 #
<u>Rear Door</u>							
5	001808	BDY	REPAIR	R Rear Door Shell	Existing		3.0*
6		REF	REFINISH	R Rear Door Outside			C 1.6
7	002719	BDY	REMOVE/INSTALL	R Rear Otr Door Belt Moulding			0.3
8	001852	BDY	REMOVE/REPLACE	R Rear Door Blackout Tape	67824-SNA-A11	17.72	0.2 #
<u>Roof</u>							
9	002734	BDY	REMOVE/INSTALL	R Roof Drip Moulding			0.3
10	004235	BDY	REPAIR	Roof Panel	Existing		10.0*
11		REF	REFINISH	Roof Panel Outside			C 2.8
<u>Quarter Panel</u>							
12	002147	BDY	REPAIR	R Quarter Outer Panel	Existing		2.0* #
13		REF	REFINISH	R Quarter Panel Outside			C 1.8
<u>ADDITIONAL OPERATIONS</u>							
14		REF	ADD'L OPR	Clear Coat			2.1
<u>Additional Costs & Materials</u>							
15			ADD'L COST	Paint/Materials		364.00 *	

ESTIMATE RECALL NUMBER: 01/14/2016 10:50:08 553

Mitchell Data Version: OEM: NOV_15_V
 MAPP: NOV_15_V
 Software Version: 7.1.189

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Page 1 of 3

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	19.3	50.00	0.00	0.00	965.00	Taxable Parts	60.84
Refinish	10.4	50.00	0.00	0.00	520.00	Sales Tax @ 9.000%	5.48
Non-Taxable Labor					1,485.00	Total Replacement Parts Amount	66.32
Labor Summary	29.7				1,485.00		
 						IV. Adjustments	Amount
III. Additional Costs					Amount	Customer Responsibility	0.00
Taxable Costs					364.00		
Sales Tax @ 9.000%					32.76		
Total Additional Costs					396.76		
Paint Material Method: Rates Init Rate = 35.00 , Init Max Hours = 99.9, Addl Rate = 0.00							
 						I. Total Labor:	1,485.00
						II. Total Replacement Parts:	66.32
						III. Total Additional Costs:	396.76
						Gross Total:	1,948.08
 						IV. Total Adjustments:	0.00
						Net Total:	1,948.08
						TOTAL LOSS	

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH ARE NOT IDENTIFIED ON THE FIRST INSPECTION MAY BE DISCOVERED AND YOU WILL BE CONTACTED FOR AUTHORIZATION FOR ADDITIONAL WORK.

"PARTS PRICES ARE SUBJECT TO MANUFACTURE PRICE INCREASES WITHOUT NOTICE."

I HEREBY AUTHORIZE "RIVER'S AUTO BODY" TO REPAIR THE ABOVE MENTIONED VEHICLE AS PER INSURANCE OR BODY SHOP ESTIMATE. I UNDERSTAND PAYMENT IN FULL WILL BE DUE UPON RELEASE OF MY VEHICLE, INCLUDING ADDITIONAL CHARGES. YOU AND YOUR EMPLOYEES MAY OPERATE MY VEHICLE FOR PURPOSES FOR TESTING, INSPECTION OR DELIVERY AT MY RISK. YOU WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE VEHICLE OR ARTICLES LEFT IN THE VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

STORAGE CHARGES WILL BE CHARGED FORTY-EIGHT HOURS AFTER REPAIR ARE COMPLETED.

Sign: _____ Date: _____

POWER OF ATTORNEY

I AUTHORIZE "RIVERA'S AUTO BODY" TO SIGN ANY AND ALL INSURANCE CHECKS THAT ARE NECESSARY TO PAY FOR DAMAGES TO THE VEHICLE.

Sign: _____ Date: _____

Woodies Auto Body Inc

Workfile ID:

e5df5ab0

13124 LAKEWOOD BLVD, BELLFLOWER, CA 90706

Phone: (562) 634-2578

Preliminary Estimate

Customer: PEREZ, LUCIANO**Job Number:**

Written By: Alicia Loza

Insured: PEREZ, LUCIANO
Type of Loss:
Point of Impact:Policy #:
Date of Loss:Claim #:
Days to Repair: 0**Owner:**
PEREZ, LUCIANO**Inspection Location:**
Woodies Auto Body Inc
13124 LAKEWOOD BLVD
BELLFLOWER, CA 90706
Repair Facility
(562) 634-2578 Day**Insurance Company:**

VEHICLE

Year: 2008	Body Style: 4D SED	VIN: 2HGFA16578H524738	Mileage In:
Make: HOND	Engine: 4-1.8L-FI	License: 6ELF588	Mileage Out:
Model: CIVIC LX	Production Date:	State: CA	Vehicle Out:
Color: GRAY Int:	Condition:	Job #:	

TRANSMISSIONAutomatic Transmission
Overdrive**POWER**Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors**DECOR**

Dual Mirrors

Tinted Glass

Console/Storage

CONVENIENCEAir Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Telescopic Wheel**RADIO**AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection**SAFETY**Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)Front Side Impact Air Bags
Head/Curtain Air Bags**SEATS**Cloth Seats
Bucket Seats**WHEELS**

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Power Trunk/Gate Release

Preliminary Estimate

Customer: PEREZ, LUCIANO

Job Number:

Vehicle: 2008 HOND CIVIC LX 4D SED 4-1.8L-FI GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper cover				1.3	
3	Repl	RT Spacer sedan USA built	71193SNA02	1	1.40		
4		WINDSHIELD					
5	R&I	Windshield Honda USA built				3.0	
6		ROOF					
7	*	Rpr RT Roof rail outer (HSS)				4.0	
8	*	Rpr Roof panel w/o sunroof LX, LX-S, GX				8.0	3.0
9		Add for Clear Coat					1.2
10	Repl	RT Roof molding	73158SNA013	1	78.75	0.4	
11	R&I	LT Roof molding				0.4	
12		FRONT DOOR					
13	Blnd	RT Door shell					1.0
14	R&I	RT Door w'strip USA built				0.5	
15	R&I	RT Belt w'strip				0.3	
16	R&I	RT Mirror assy w/power w/o heated, USA built royal blue				0.4	
17	R&I	RT Handle, outside w/o paint USA built				0.5	
18	R&I	RT R&I trim panel				0.4	
19		REAR DOOR					
20	*	Rpr RT Outer panel				2.0	2.0
21		Overlap Major Non-Adj. Panel					-0.2
22		Add for Clear Coat					0.4
23	R&I	RT Door w'strip				0.5	
24	Repl	RT Belt w'strip	72910SNA01	1	48.75	0.3	
25	*	R&I RT Body side mldg USA built gray				0.3	
26	Repl	RT Black out tape USA built	67824SNEA00ZA	1	17.83	0.3	
27	R&I	RT Handle, outside w/o painted USA built				0.5	
28	R&I	RT R&I trim panel				0.4	
29		BACK GLASS					
30	R&I	Back glass Honda USA built				2.7	
31		QUARTER PANEL					
32	Blnd	RT Quarter panel					1.2
33		REAR LAMPS					
34	R&I	RT Tail lamp assy				0.3	
35		REAR BUMPER					
36	*	Rpr Bumper cover w/o Si				3.0	3.0
37		Add for Clear Coat					1.2
38	#	MATCH & TINT		1		1.0	
39	#	BUFF & POLISH		1		1.0	

Preliminary Estimate

Customer: PEREZ, LUCIANO

Job Number:

Vehicle: 2008 HOND CIVIC LX 4D SED 4-1.8L-FI GRAY

40	#	COVER CAR	1	12.00		
41	#	HAZ WASTE	1	3.00		
SUBTOTALS				161.73	31.5	12.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			161.73
Parts Markup	\$ 146.73	9.0 %	13.21
Body Labor	31.5 hrs @	\$ 46.00 /hr	1,449.00
Paint Labor	12.8 hrs @	\$ 46.00 /hr	588.80
Paint Supplies	12.8 hrs @	\$ 36.00 /hr	460.80
Subtotal			2,673.54
Sales Tax	\$ 174.94 @	9.0000 %	15.74
Grand Total			2,689.28
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			2,689.28

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

Preliminary Estimate

Customer: PEREZ, LUCIANO

Job Number:

Vehicle: 2008 HOND CIVIC LX 4D SED 4-1.8L-FI GRAY

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4442, CCC Data Date 1/11/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

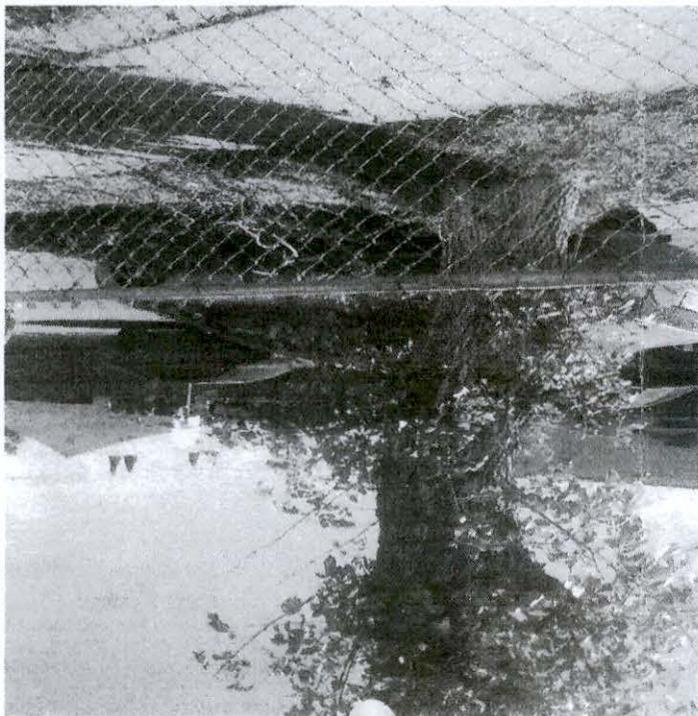
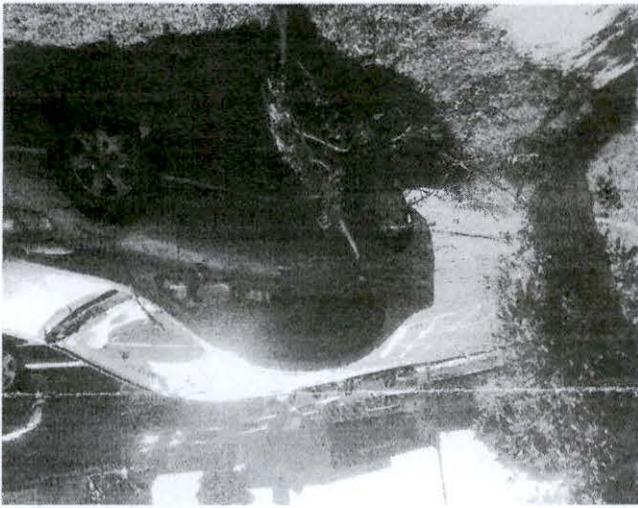
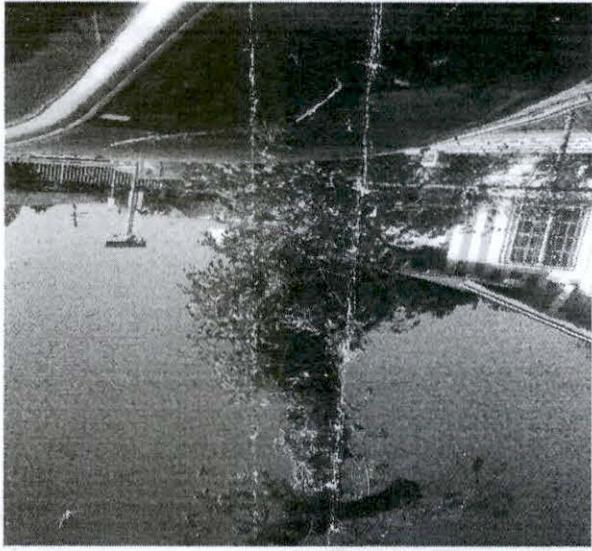
OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.







AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Raul Godínez II, P.E., Director of Public Works / City Engineer *RGA*
Eliás Saikaly, P.E., Senior Public Works Manager

SUBJECT: Contract Award for Avant Garde
For Funding Administration and Labor Compliance Services
For Long Beach Boulevard Project Phase I

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDED A CONTRACT TO AVANT GARDE IN THE AMOUNT NOT TO EXCEED \$34,165 FOR FUNDING ADMINISTRATION AND LABOR COMPLIANCE SERVICES FOR THE LONG BEACH BOULEVARD PHASE 1 STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT".

Background:

The Long Beach Boulevard Improvement Project, from Imperial Highway to Tweedy Boulevard, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Prop. C Funds and Federal funds, which are administered by L. A. Metro and Caltrans respectively.

On August 2, 2016, the City Council awarded a construction contract to Nobest Inc. for the Long Beach Boulevard phase 1, from Imperial Highway to Tweedy Boulevard with a total estimated construction budget of \$4,666,803.27.

Discussion & Analysis:

The construction on Long Beach Boulevard involves several trades from the subcontractors and the prime contractor; such as electrical, landscaping, concrete, asphalt, striping, material testing and inspection and geotechnical. As required by the contract documents, the prime contractor and each subcontractor are required to submit



certified payroll and adhere to all federal and Cal Recycle requirements for the duration of the project.

The Need for Professional Consultant Support

Given the current staffing levels and the volume of C.I.P. work that we are currently pursuing, Public Works Department staff requested a proposal from Avant Garde to perform labor compliance, review contractor's and subcontractor's compliance with federal requirements, review weekly certified payroll, process reimbursement requests, and prepare a project close-out for submittal to Caltrans.

On July 28, 2016, the City received a proposal from Avant Garde (attached) to perform these tasks on Long Beach Boulevard Phase I, in an amount not to exceed \$34,165

The proposal for funding administration and labor compliance services submitted by Avant Garde in the amount of \$34,165 is eligible for the use of Prop C Fund, and within the amount previously approved by MTA.

LMC 6-3.13 Exception to Bidding; 4/5ths Vote of the City Council for an Exception to Bidding for Consulting Services

Lynwood Municipal Code Section 6-3.13(a)(3) provides exception to competitive bidding of any kind if the City Council finds by resolution by not less than four-fifths (4/5) of its members, that such acquisition may be more economically and efficiently effected through the use of an alternate procedure. Given the fact that the City Council recently awarded a construction contract for the Long Beach Blvd Improvement Project, there is an immediate need to bring a firm onboard with the expertise that Avant Garde has in funding administration and labor compliance; therefore, staff recommends that the City Council approve an agreement with Avant Garde. Obtaining the services of Avant Garde provides for an efficient process to obtain such services to immediately put the systems in place that will ensure compliance with our funding partners before we hold our pre-construction meeting with our contractor.

Fiscal Impact:

Prop C Fund will be used for the services requested on Long Beach Boulevard, and there are sufficient funds in Prop C's fund balance.

Coordinated With:
City Attorney's Office
City Clerk's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDING A CONTRACT TO AVANT GARDE IN THE AMOUNT NOT TO EXCEED \$34,165 FOR FUNDING ADMINISTRATION AND LABOR COMPLIANCE SERVICES FOR THE LONG BEACH BOULEVARD PHASE 1 STREET IMPROVEMENT PROJECT, PROJECT NO. 4011.67.993, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the Long Beach Boulevard Improvement Project, from Imperial Highway to Tweedy, is listed in the fiscal year 16-17 CIP budget for construction. The project is funded by Federal funds (Caltrans) and Prop. C Fund; and

WHEREAS, the construction on Long Beach Boulevard involves several trades from the subcontractors and the prime contractor; such as Electrical, landscaping, concrete, asphalt, striping, material testing and inspection and geotechnical; and

WHEREAS, the Public Works Department does not have the staffing resources to adequately perform the functions of fund management and labor compliance, given its current CIP work load; and

WHEREAS, the construction contract for this project was recently awarded, and the Public Works Department has an immediate need to have the professional services of a consultant perform fund administration and labor compliance; and

WHEREAS, Public Works Department staff consequently requested a proposal from Avant Garde to perform labor compliance, review contractor's and subcontractor's compliance with federal requirements, review weekly certified payroll, process reimbursement requests, and prepare a project close-out for submittal to Caltrans; and

WHEREAS, on July 28, 2016, the City received a proposal from Avant Garde to perform these tasks on Long Beach Boulevard Phase 1, in an amount not-to-exceed \$34,165; and

WHEREAS, the proposal for funding administration and labor compliance services submitted by Avant Garde in the amount of \$34,165, is eligible for the use of Prop C Funding, and within the amount previously approved by MTA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the Mayor is authorized to execute the agreement between the City and Avant Garde, in the amount of \$34,165 in a form approved by the City Attorney.

Section 2. Lynwood Municipal Code Section 6-3.13(a)(3) provides exception to competitive bidding of any kind if the City Council finds by resolution by not less than four-fifths (4/5) of its members, that such acquisition may be more economically and efficiently effected through the use of an alternate procedure.

Section 3. That the City Council finds the immediate need to have the professional services of a consultant to perform fund administration and labor compliance on the Long Beach Blvd Improvement Project, to successfully prosecute this project.

Section 4. That the City Council authorizes Avant Garde to start immediately as soon as this resolution is adopted to be followed by an executed agreement and approved purchase order.

Section 5. This resolution shall take effect immediately upon its adoption.

Section 6. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 16th day of August, 2016.

Edwin E. Hernandez, Mayor

ATTEST:

Maria Quiñonez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Garcia, City Attorney

J. Arnoldo Beltrán, City Manager

Raul Godinez II, P.E.,
Director of Public Works/City Engineer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of _____, _____, and passed by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and forgoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, _____

City Clerk, City of Lynwood

AVANT GARDE

July 28, 2016

Raul Godínez
Director of Public Works
City of Lynwood
11330 Bullis Road
Lynwood, CA

Subject: Fee Proposal for Funding Administration and Labor Compliance Services for Long Beach Blvd. Project Phase I

Dear Mr. Godínez:

It is with great pleasure that I provide you this fee proposal to perform Funding Administration and Labor Compliance services for your federally funded project.

Avant-Garde has developed an excellent reputation for individual expertise, high quality professional services, timely delivery of presentation-quality work products and a wide range of professional services that are applied in accomplishing the objectives of the assignments undertaken by the firm. Each member of Avant-Garde's staff has provided professional consultant services on similar projects in the past and is thoroughly familiar with the processes required pursuant to Caltrans Local Assistance Procedures. Avant-Garde has completed and is continuing to work on several Caltrans submittals within the various stages for the following agencies: City of Perris, City of San Jacinto, City of Montebello, Bell Gardens, La Puente, Irvine, Maywood, Temple City, Glendora, La Mirada, Diamond Bar, Pico Rivera and City of Industry.

Avant-Garde has the expertise to be presented with a new project and immediately assess its agreements, coordination efforts with affiliated agencies, and schedules to provide detailed analysis or strategy to move the project forward expeditiously.

We have prepared this fee proposal, which will address the following: (A) our proposed scope of work, (B) the project schedule, and (C) our consulting fees.

A. Scope of Work

Our services will include the following:

Funding Administration

Our first order of business will be to collect and review the existing project documents and discuss the immediate tasks at hand. Data may include but not limited to: financial data i.e. E-76 for the project secured for engineering, confirmation of local match and FTIP programming, and copies of Executed Administering Agency-State Agreements for Federal Projects.

Second the City is currently on Caltrans-inactive list. We will work with the City to submit an invoice by the deadline August 20, 2016. We will work with the City and the Engineering team to collect the data necessary to complete the necessary submittals. Avant-Garde has developed coordination checklists to be used throughout the course of data collection to facilitate the exact information needed from the Agency.

AVANT GARDE

Funding Administration Services which includes:

- Preparation of the Project Award submittal to Caltrans
- Processing of Reimbursement Requests (6)
- Coordination with Project Staff and Caltrans and;
- Preparation of the Project Close-out submittal to Caltrans

Labor Compliance

Labor Compliance Services which includes:

- Attend Pre-construction meeting and discuss federal prevailing requirements and postings.
- Set up and maintain Labor Standards Enforcement Files for Primes and subcontractor(s), if any.
- Review Contractor's compliance with all State and Federal required postings.
- Conduct Employee Field Interview to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis- Bacon Wage Decision.
- Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the event any labor violations are reported and investigations confirm the violations, prepare investigative reports and backup. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by Federal or State Laws and Regulations.
- Identify labor deficiencies and prepare letters of findings. Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken. Final resolutions will be documented.

B. Project Schedule

Our services Fee is based on 120 working days and will commence upon receiving written Notice-to-Proceed.

AVANT GARDE

C. Compensation

The estimated total, not-to-exceed cost is \$34,165 please see breakdown of activities below). Please note that our fee will be billed on a time and material. If construction exceeds the projected time, our services will be billed on time and material, or an additional not-to-exceed fee can be provided at your request.

TASKS	Billing Rate	Program Manager \$ 110.00	Program Coordinator \$ 85.00	Program Assistant \$ 65.00	Total Hours	Total Cost
1	Submittal for Award and Review of project documents i.e.l programming, project budget	12	25	15	52	\$ 4,420
2	Reimbursement Submittal (6)	18	60	36	114	\$ 9,420
3	Project Close-out	8	25	8	41	\$ 3,525
4	Labor Compliance	12	72	144	228	\$ 16,800
Totals:		50	182	203	435	\$ 34,165

If you have any questions, or if I can be of further assistance, please feel free to contact me at 909-979-6587 or by email at lcalleros@agi.com.co.

Sincerely,

Lissette Calleros

Lissette Calleros
Vice President

Acceptance of Proposal:

City Representative

SERVICES AGREEMENT

This agreement ("Agreement") is made as of **August 16, 2016**, by and between the **City of Lynwood**, a California municipal corporation (the "City"), and **Avant Garde** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide consulting services to City as set forth in the attached **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**.

2. **Term of Agreement**. This Agreement shall be for a term of 6 months, commencing on August 16, 2016 or upon the issuance of the Notice to Proceed as issued by the Director of Public Works/City Engineer, (the "Commencement Date") and terminating 6 months afterwards, (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date, Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date with payment not to exceed \$15,000 and applies to any extension of the existing contract. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant for the design of streets pursuant to this Agreement shall not exceed **THIRTY FOUR THOUSAND ONE HUNDRED SIXTY FIVE (\$34,165)**, which shall be payable as set forth in the Compensation Schedule in the attached **Exhibit A**.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses only if approved in advance in writing by the City Manager or designee. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant's monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City of Lynwood

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: Director of Public Works/City Engineer

Consultant

Avant Garde
Lissette Calleros, Vice President
3670 W. Temple Ave. Ste. 278
Pomona, CA 91768

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services and Design Services Approach "Appendix A" (Two (2) pages); Civil Source. Fee Proposal and Compensation Schedule (Three (3) pages)
Exhibit B – General Terms and Conditions (Six (6) pages)

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY OF LYNWOOD

By: _____ Date _____
Edwin E. Hernandez, Mayor

ATTEST:

By: _____
Maria Quinones
City Clerk

APPROVED AS TO FORM:

By: _____
David A. Garcia, City Attorney

CONSULTANT

By: _____ Date _____

EXHIBIT A

SCOPE OF SERVICES

AVANT GARDE

July 28, 2016

Raul Godinez
Director of Public Works
City of Lynwood
11330 Bullis Road
Lynwood, CA

Subject: Fee Proposal for Funding Administration and Labor Compliance Services for Long Beach Blvd. Project Phase I

Dear Mr. Godinez:

It is with great pleasure that I provide you this fee proposal to perform Funding Administration and Labor Compliance services for your federally funded project.

Avant-Garde has developed an excellent reputation for individual expertise, high quality professional services, timely delivery of presentation-quality work products and a wide range of professional services that are applied in accomplishing the objectives of the assignments undertaken by the firm. Each member of Avant-Garde's staff has provided professional consultant services on similar projects in the past and is thoroughly familiar with the processes required pursuant to Caltrans Local Assistance Procedures. Avant-Garde has completed and is continuing to work on several Caltrans submittals within the various stages for the following agencies: City of Perris, City of San Jacinto, City of Montebello, Bell Gardens, La Puente, Irvine, Maywood, Temple City, Glendora, La Mirada, Diamond Bar, Pico Rivera and City of Industry.

Avant-Garde has the expertise to be presented with a new project and immediately assess its agreements, coordination efforts with affiliated agencies, and schedules to provide detailed analysis or strategy to move the project forward expeditiously.

We have prepared this fee proposal, which will address the following: (A) our proposed scope of work, (B) the project schedule, and (C) our consulting fees.

A. Scope of Work

Our services will include the following:

Funding Administration

Our first order of business will be to collect and review the existing project documents and discuss the immediate tasks at hand. Data may include but not limited to: financial data i.e. E-76 for the project secured for engineering, confirmation of local match and FTIP programming, and copies of Executed Administering Agency-State Agreements for Federal Projects.

Second the City is currently on Caltrans-inactive list. We will work with the City to submit an invoice by the deadline August 20, 2016. We will work with the City and the Engineering team to collect the data necessary to complete the necessary submittals. Avant-Garde has developed coordination checklists to be used throughout the course of data collection to facilitate the exact information needed from the Agency.

AVANT GARDE

Funding Administration Services which includes:

- Preparation of the Project Award submittal to Caltrans
- Processing of Reimbursement Requests (6)
- Coordination with Project Staff and Caltrans and;
- Preparation of the Project Close-out submittal to Caltrans

Labor Compliance

Labor Compliance Services which includes:

- Attend Pre-construction meeting and discuss federal prevailing requirements and postings.
- Set up and maintain Labor Standards Enforcement Files for Primes and subcontractor(s), if any.
- Review Contractor's compliance with all State and Federal required postings.
- Conduct Employee Field Interview to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis- Bacon Wage Decision.
- Reconcile Weekly Certified Payroll Reports (CPR) & Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the event any labor violations are reported and investigations confirm the violations, prepare investigative reports and backup. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by Federal or State Laws and Regulations.
- Identify labor deficiencies and prepare letters of findings. Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken. Final resolutions will be documented.

B. Project Schedule

Our services Fee is based on 120 working days and will commence upon receiving written Notice-to-Proceed.

AVANT GARDE

C. Compensation

The estimated total, not-to-exceed cost is \$34,165 please see breakdown of activities below). Please note that our fee will be billed on a time and material. If construction exceeds the projected time, our services will be billed on time and material, or an additional not-to-exceed fee can be provided at your request.

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If you have any questions, or if I can be of further assistance, please feel free to contact me at 909-979-6587 or by email at lcalleros@agi.com.co.

Sincerely,

Lissette Calleros

Lissette Calleros
Vice President

Acceptance of Proposal:

City Representative

**EXHIBIT B
GENERAL TERMS AND CONDITIONS**

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and

hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement for a period of four years and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of the Consultant or any of the Consultant's employees, except as otherwise set forth in the Agreement. The Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. The Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to the Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to the Consultant's status as an independent contract, including Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Consultant agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to the Consultant's obligations under the Affordable Care Act.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

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

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City,

its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive, or promise to give or receive, any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement for a period of one year.

8. Termination. City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves

the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager or his designee, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City City Manager or his designee that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City City Manager or his designee shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the

City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltran, City Manager *JAB* *RB*

PREPARED BY: Raul Godínez II, P.E. Director of Public Works/City Engineer
Elias Saikaly, P.E., Senior Public Works Manager

SUBJECT: CDBG Street Design Contract Award
Birch Street, Fir Street, Lugo Avenue, Platt Avenue, Beechwood Avenue, Louise Avenue and Nevada Avenue.
Project No. 4011.68.026

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDING THE ENGINEERING DESIGN SERVICES CONTRACT FOR BIRCH STREET, FIR STREET, LUGO AVENUE, PLATT AVENUE, BEECHWOOD AVENUE, LOUISE AVENUE AND NEVADA AVENUE, PROJECT NO. 4011.68.026 TO CIVIL SOURCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS FROM THE UNAPPROPRIATED CDBG FUND AND THE WATER FUND".

Background:

On February 1, 2016, the City Council approved Community Development Block Grant (CDBG) funding to design and construct several streets, in the amount of \$629,983. The list includes Birch Street; from Platt Avenue to Fernwood Avenue, Walnut Avenue; from Spruce Avenue to Birch Street; Redwood Avenue; from State Street to Peach Street, Fir Street; from Fernwood Avenue to Walnut Avenue, Lugo Avenue; from Bullis Road to Spruce Avenue and Platt Avenue; from Birch Street to Fernwood Avenue.

In addition, on May 3, 2016 the City Council approved Community Development Block Grant funding to design and construct several streets, in the amount of \$670,000 for Beechwood Avenue; from Atlantic Avenue to Wright Road, Louise Avenue; from Monrovia Avenue to Long Beach Boulevard and Nevada Avenue; from Cedar Avenue to Josephine Street.

However, all the above streets required the installation of a new water main line, with the exception of Birch Street, which already has a newly installed water main line. As such, on June 7, 2016, staff released a Request for Proposal (RFP) to the pre-approved consulting firms for the design of the water lines and rehabilitation of the streets.

Discussion & Analysis:

On June 23, 2016, the City received two (2) proposals from consulting firms, Civil Source and Infrastructure Engineers, with a design cost proposal of \$108,700 and \$215,310, respectively, for the design of the water main lines and street rehabilitation.

Given the competitiveness of the proposals received in response to the City's RFP, the cost and firm's experience and expertise, staff recommends that the City Council award the contract to Civil Source in the amount not to exceed \$108,700.

Fiscal Impact:

The design of the project is funded by the CDBG Fund and Water Fund. The funding breakdown is as follows:

CDBG:	\$49,900
Water Fund:	\$58,800

Coordinated With:

City Attorney's Office
City Manager's Office
Finance Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AWARDED THE ENGINEERING DESIGN SERVICES CONTRACT FOR BIRCH STREET, FIR STREET, LUGO AVENUE, PLATT AVENUE, BEECHWOOD AVENUE, LOUISE AVENUE AND NEVADA AVENUE, PROJECT NO. 4011.68.026 TO CIVIL SOURCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS FROM THE UNAPPROPRIATED CDBG FUND AND THE WATER FUND

WHEREAS, on February 1, 2016, the City Council approved Community Development Block Grant (CDBG) funding to design and construct several streets, in the amount of \$629,983. The list includes Birch Street; from Platt Avenue to Fernwood Avenue, Walnut Avenue; from Spruce Avenue to Birch Street; Redwood Avenue; from State Street to Peach Street, Fir Street; from Fernwood Avenue to Walnut Avenue, Lugo Avenue; from Bullis Road to Spruce Avenue and Platt Avenue; from Birch Street to Fernwood Avenue; and

WHEREAS, on May 3, 2016, the City Council approved Community Development Block Grant funding to design and construct Beechwood Avenue; from Atlantic Avenue to Wright Road, Louise Avenue; from Monrovia Avenue to Long Beach Boulevard and Nevada Avenue; from Cedar Avenue to Josephine Street, in the amount of \$670,000; and

WHEREAS, on June 7, 2016, staff released a Request for Proposal (RFP) to the pre-approved consulting firms for the design of these streets and for design of the water lines for Fir Street , Lugo Avenue, Platt Avenue, Beechwood Avenue, Louise Avenue and Nevada Avenue; and

WHEREAS, on June 23, 2016, the City received two (2) proposals from consulting firms; Civil Source and Infrastructure Engineers with a design cost proposal of \$108,700 and \$215,310 respectively for the water main lines and for street improvement design; and

WHEREAS, the project is funded by CDBG Funds and Water Funds, with the funding breakdown is as follows:

CDBG:	\$49,900
Water Fund:	\$58,800

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council awards the design services contract to Civil Source for the design of Birch Street, Fir Street, Lugo Avenue, Platt Avenue, Beechwood Avenue, Louise Avenue and Nevada Avenue.

Section 2. That the City Council authorizes the Mayor to execute the Agreement with Civil Source in a form approved by the City Attorney.

Section 3. The City Council of the City of Lynwood authorizes the City Manager to appropriate funds from the unappropriated CDBG fund and Water Fund to Birch Street, Fir Street, Lugo Avenue, Platt Avenue, Beechwood Avenue, Louise Avenue and Nevada Avenue Street Improvement Project; Project No. 4011.68.026 as follows;

From	To
Unappropriated CDBG Fund	Birch Street, Fir Street, Lugo Avenue, Platt Avenue, Beechwood Avenue, Louise Avenue and Nevada Avenue Project No. 4011.68.026
\$49,900	\$49,900
Water Fund	
\$58,800	\$58,800

Section 4. That this resolution shall take effect immediately upon its adoption.

Section 5. That the City Clerk shall certify as to the adoption of this City Council resolution.

PASSED, APPROVED and ADOPTED this 16th day of August, 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quinonez
City Clerk

J. Arnoldo Beltrán
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David A. Garcia
City Attorney

Raul Godinez II, P.E.
Director of Public Works / City Engineer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the day of _____, 20____, and passed by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this _____ day of _____, 20____.

City Clerk, City of Lynwood

SERVICES AGREEMENT

This agreement ("Agreement") is made as of **August 16, 2016**, by and between the **City of Lynwood**, a California municipal corporation (the "City"), and **Civil Source** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide consulting services to City as set forth in the attached **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**.

2. **Term of Agreement**. This Agreement shall be for a term of 6 months, commencing on August 16, 2016 or upon the issuance of the Notice to Proceed as issued by the Director of Public Works/City Engineer, (the "Commencement Date") and terminating 6 months afterwards, (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date, Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date with payment not to exceed \$15,000 and applies to any extension of the existing contract. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant for the design of streets pursuant to this Agreement shall not exceed **ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED (\$108,700)**, which shall be payable as set forth in the Compensation Schedule in the attached **Exhibit A**.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses only if approved in advance in writing by the City Manager or designee. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant's monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City of Lynwood

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: Director of Public Works/City Engineer

Consultant

Amy Amirani, Principal-In-Charge
9890 Irvine Center Drive
Irvine, CA 92618

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services and Design Services Approach “Appendix A” (Two (2) pages); Civil Source. Fee Proposal and Compensation Schedule (Two (2) pages)
Exhibit B – General Terms and Conditions (Six (6) pages)

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY OF LYNWOOD

By: _____
Edwin E. Hernandez, Mayor

_____ Date

ATTEST:

By: _____
Maria Quinones
City Clerk

APPROVED AS TO FORM:

By: _____
David A. Garcia, City Attorney

CONSULTANT

By: _____

_____ Date

EXHIBIT A

SCOPE OF SERVICES

FEE PROPOSAL

CITY OF LYNWOOD

PROFESSIONAL ENGINEERING DESIGN SERVICES

STREET REHABILITATION AND WATER MAINS UPGRADE FOR SELECTED STREETS

PACKAGE 1

BIRCH STREET (Street Rehabilitation Only), FIR STREET, LUGO AVENUE, & PLATT AVENUE

TASK NO.	WORK DESCRIPTION	PROJECT DIRECTOR/QA/QC \$160		PROJECT MANAGER \$140		PROJECT ENGINEER \$120		CADD DESIGNER \$80		SUB-CONSULTANTS	TOTAL HOURS	TOTAL FEE \$
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
1	Existing Plan Review, Survey, Preliminary & Final Design											
1.1	Project Kick off Meeting		\$0	4	\$560		\$0		\$0		4	\$560
1.2	Research & Data Collection		\$0	1	\$140	1	\$120	4	\$320		6	\$580
1.3	Utility Investigation & Coordination		\$0	1	\$140	2	\$240	4	\$320		7	\$700
1.4	Field Survey		\$0	2	\$280	2	\$240	4	\$320	\$9,000	8	\$9,840
1.5	Geotechnical Investigation & Report		\$0	2	\$280	2	\$240		\$0	\$11,500	4	\$12,020
1.6	Preliminary Plans (60%)	1	\$160	12	\$1,680	32	\$3,840	158	\$12,640		203	\$18,320
1.7	90% PS&E	1	\$160	5	\$700	12	\$1,440	20	\$1,600		38	\$3,900
1.8	100% PS&E	1	\$160	2	\$280	2	\$240	10	\$800		15	\$1,480
1.9	Final PS&E	1	\$160	2	\$280	2	\$240	4	\$320		9	\$1,000
1.10	Project Meetings & Coordination		\$0	4	\$560	1	\$120		\$0		5	\$680
2	Construction Engineering Support											
2.1	Attend Pre-Bid Conference, Review Submittals & RFIs		\$0	2	\$280	1	\$120		\$0		3	\$400
2.2	Project Close-Out/Prepare Record Drawings		\$0	1	\$140	1	\$120	2	\$160		4	\$420
	Total Hours	4		38		58		206			306	
TOTAL "NOT TO EXCEED" FEE											\$49,900	

FEE PROPOSAL

CITY OF LYNWOOD

PROFESSIONAL ENGINEERING DESIGN SERVICES

STREET REHABILITATION AND WATER MAINS UPGRADE FOR SELECTED STREETS

PACKAGE 2

BEECHWOOD AVENUE, LOUISE AVENUE, & NEVADA AVENUE

TASK NO.	WORK DESCRIPTION	PROJECT DIRECTOR/QA/QC \$160		PROJECT MANAGER \$140		PROJECT ENGINEER \$120		CADD DESIGNER \$80		SUB-CONSULTANTS	TOTAL HOURS	TOTAL FEE \$
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
1	Existing Plan Review, Survey, Preliminary & Final Design											
1.1	Project Kick off Meeting		\$0	4	\$560		\$0		\$0		4	\$560
1.2	Research & Data Collection		\$0	1	\$140	1	\$120	4	\$320		6	\$580
1.3	Utility Investigation & Coordination		\$0	1	\$140	2	\$240	4	\$320		7	\$700
1.4	Field Survey		\$0	2	\$280	2	\$240	2	\$160	\$12,000	6	\$12,680
1.5	Geotechnical Investigation & Report		\$0	2	\$280	1	\$120		\$0	\$12,500	3	\$12,900
1.6	Preliminary Plans (60%)	1	\$160	15	\$2,100	48	\$5,760	178	\$14,240		242	\$22,260
1.7	90% PS&E	1	\$160	5	\$700	15	\$1,800	28	\$2,240		49	\$4,900
1.8	100% PS&E	1	\$160	2	\$280	4	\$480	10	\$800		17	\$1,720
1.9	Final PS&E	1	\$160	2	\$280	2	\$240	4	\$320		9	\$1,000
1.10	Project Meetings & Coordination		\$0	4	\$560	1	\$120		\$0		5	\$680
2	Construction Engineering Support											
2.1	Attend Pre-Bid Conference, Review Submittals & RFIs		\$0	2	\$280	1	\$120		\$0		3	\$400
2.2	Project Close-Out/Prepare Record Drawings		\$0	1	\$140	1	\$120	2	\$160		4	\$420
	Total Hours	4		41		78		232			355	
TOTAL "NOT TO EXCEED" FEE											\$58,800	

**EXHIBIT B
GENERAL TERMS AND CONDITIONS**

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification.

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and

hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement for a period of four years and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of the Consultant or any of the Consultant's employees, except as otherwise set forth in the Agreement. The Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. The Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to the Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to the Consultant's status as an independent contractor, including Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Consultant agrees to defend, indemnify, and hold the City harmless for any and all taxes, claims, and penalties against the City related to the Consultant's obligations under the Affordable Care Act.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

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

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City,

its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive, or promise to give or receive, any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement for a period of one year.

8. Termination. City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves

the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager or his designee, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City City Manager or his designee that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City City Manager or his designee shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

17. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the

City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Erika Ramirez, Interim Director Development, Compliance & Enforcement Services *er*

SUBJECT: Agreement with Phoenix Group Information Systems for Parking and Administrative Citation Processing Services

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING AN AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING AND ADMINISTRATIVE CITATION PROCESSING AND FOR THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT IN A FORM APPROVED BY THE CITY ATTORNEY THROUGH JUNE 30, 2018 FOR A NOT TO EXCEED AMOUNT OF \$80,000"

Background:

The agreement between the City of Lynwood ("City") and Phoenix Group Information Systems, ("Phoenix") was approved by City Council on November 20, 2012 via Resolution No. 2012.204. The agreement authorizes Phoenix to provide parking and administrative citation processing services to the City. The agreement commenced on February 1, 2013 and expired February 1, 2016, continuing on a month-to-month basis.

Parking and administrative processing services are an essential service to the enforcement division of the Development, Compliance & Enforcement Services Department. This includes the processing of all parking, animal and code citations issued by officers. It also includes, the collections of funds, noticing of delinquent citations, collecting delinquent citations, communicating to the DMV and Franchise Tax Board (as it pertains to parking citations), and processing data collection.

At the beginning of 2016, the Parking Enforcement & Animal Control Division was exploring the implementation of issuing electronic parking citations. The City had the intent to not extend the contract with Phoenix and rather enter into an agreement with "NuPark". NuPark had more advanced technological system and competitive pricing; however changes in their management recreated delays in obtaining equipment, scheduling training, and the determining a concrete launch date. This in combination

AGENDA
ITEM

22

with the City's priority to begin issuing electronic parking citations, staff ceased discussions with NuPark and approached Phoenix. Phoenix was able to offer a smart phone based option with connectivity to a mobile Bluetooth printer that is worn on the belt of the Parking Enforcement Officer. Because of the expedited attention of Phoenix the City began issuing electronic parking on April 21, 2016.

Over the course of fiscal year 2015/16 Phoenix processed 13,987 parking citations, 201 late notices and 3,812 collections letters. In addition 342 administrative citations were issued, 124 final notices, and 15 collection letters.

Discussion & Analysis:

Phoenix has been providing municipalities with managing the citation process from beginning to collection including notices, online collections, and coordination with the Franchise Tax Board for over 25 years. The Department requires these services from a citation management company for the issuance of electronic parking citations and for the processing and collecting of parking and administrative citations.

While the term of the agreement with Phoenix expired on February 1, 2016, it allows for the agreement to continue for a period of (3) month period following the Termination Date. Therefore, the new agreement would have an initiation date of May 12, 2016 and has a proposed expiration date of June 30, 2018.

The City's cost is determined by the activity performed. The tables below summarize the various charges per activity.

Parking Services

Activity	Cost	Description
Cost per citation	\$.70	Cost per citation issued and entered in Wincite (citation processing software).
Notice of Violation/ Delinquent Notice	\$.88	A notice of violation (delinquent notice) is sent after an individual received the initial citation as a courtesy reminder. Includes postage.
Out of State Citations	32%	Out of State processing including any costs charged by the state for the registered owner. The percentage is only for citations that are collected.
Automated Citation Issue Discount	(\$0.10)	Discount for each electronic citation issued.
On-line Contesting (City is not currently using this service)	\$35.00	Monthly cost for on-line contesting capabilities for the individual through payment website.
Letter Issued	\$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, or habitual violations (Scofflaw), Collections notification, final warning, etc. PHX will not implement

		processing special letters without the consent of the City.
Handheld/Hardware/Software Support	\$200.00	Monthly cost for Wincite Mobile software maintenance.
FTB (Franchise Tax Board)	15%	Franchise Tax Board collections.

Administrative Services

Activity	Cost	Description
Citations Issued	\$1.25	Cost per citation issued and entered into Wincite
Notice Sent	\$0.93	A notice of violation (delinquent notice) is sent after an individual received the initial citation as a courtesy reminder. Includes postage
Letters Issued	\$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, or habitual violations (Scofflaw), Collections notification, final warning, etc. PHX will not implement processing special letters without the consent of the Agency.

Additional Services

Activity	Cost	Description
Expedited Collections	20%	If bail amount is received after 90 days and before 14 months from citation period.
Special Collections	28%	Activated based on age of collections
Hearing Officer	\$70.00 per hour	PHX will provide an impartial hearing officer to appear at scheduled hearings, enter the decision in the system and send out the decision letter. 3 hour minimum.
Hearing Scheduling	FREE	Hearings will be scheduled as directed by the CITY. PHX will send out hearing schedule letters, handle reschedules and notification to the CITY and the citizen.

Please note that the City is currently only renders "Parking Services" and "Administrative Services", not "Additional Services" listed above.

Fiscal Impact:

The cost of processing and collecting parking and administrative citations has steadily increased each year and it is expected to continue to increase as enforcement continues to be a high priority in the City. Also, due to the implementation of electronic parking citations, there is now a monthly software maintenance fee of \$200. However, there is also now a discount of (\$.10) per electronic citation issued. The Department's approved FY16 Budget includes the annual cost of \$30,000.

Attachment:

Resolution
Agreement
Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, AUTHORIZING AN AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS FOR PARKING AND ADMINISTRATIVE CITATION PROCESSING AND FOR THE MAYOR TO EXECUTE THE CONTRACT AMENDMENT IN A FORM APPROVED BY THE CITY ATTORNEY THROUGH JUNE 30, 2018 FOR A NOT TO EXCEED AMOUNT OF \$80,000”

WHEREAS, the City Council of the City of Lynwood adopted Resolution No. 2012.204 on November 20, 2012 and entered into an agreement with Phoenix Group Information Systems (“Phoenix”) to provide professional Parking and Administrative Citation Processing Services; and

WHEREAS, the contract with Phoenix expired on February 1, 2016 but allowed (3) months on a month-to-month basis; and

WHEREAS, services have continue uninterrupted on a month-to-month basis; and

WHEREAS, Phoenix has processed 13,987 parking citations, 201 parking citation late notices, 3,812 parking collections letters; and 342 administrative citations, 124 administrative citation final notices, and 15 administrative citation collection letters; and

WHEREAS, the contractual professional services for parking and administrative citation processing is required as identified in Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. That the City Council of the City of Lynwood approves and authorizes the City Manager to negotiate a contract amendment with the Phoenix Group Information Systems to provide professional Parking and Administrative Citation Processing Services as outlined in attached Exhibit A from May 2, 2016 through June 30, 2018.

Section 2. The City Council further directs that the total budget for the negotiated contract does not exceed the sum of \$80,000 with a maximum of \$40,000 per fiscal year.

Section 3. Except as provided above, terms and conditions of agreement shall be negotiated by the City Manager.

Section 4. The City Council authorizes the Mayor to execute the aforementioned agreement in a form approved by the City Attorney.

Section 5. This resolution shall take effect immediately upon its adoption.

Section 6. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 16th day of August, 2016.

Edwin Hernandez
Mayor

ATTEST:

María Quiñónez
City Clerk

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

J. Arnoldo Beltrán
City Manager

Erika Ramirez, Interim Director
Development Services

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the day of August 16, 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

Maria Quiñónez
City Clerk, City of Lynwood

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) §

I, the undersigned City Clerk of the City of Lynwood, and Clerk of the City Council of said City, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. _____ on file in my office and that said resolution was adopted on the date and by the vote therein stated.

Dated this 16th day of August, 2016

Maria Quiñónez
City Clerk, City of Lynwood

PARKING AND ADMINISTRATIVE CITATION PROCESSING SERVICES AGREEMENT

This agreement ("Agreement") is made as of May 2, 2016 by and between the **City of Lynwood** A California municipal corporation (the "city"), and **PHONEIX GROUP** information systems , a California Corporation ("Consultant or PHX"). City and consultant are sometimes hereinafter individually referred to as a "party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to utilize the services of consultant as an independent contractor to provide consulting services to City as set forth in the attached **Exhibit A**; and

WHEREAS, Consultant represents that is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. Consultants Services.

- A. Scope of Services. The nature of scope and the specific services to be performed by Consultant are as described in **Exhibit A**.
- B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**.

2. Term of Agreement. This Agreement shall be for a term of 26 months, commencing on May 2, 2016 (the "Commencement Date") and terminating on June 30, 2018 (The "Termination Date"), unless sooner terminated pursuant to the provisions of this agreement. On or before thirty (30) days prior to the termination date, Consultant and City shall meet to discuss this agreement and its possible extension or modification. In the event Parties do not enter into a new agreement prior to the termination date, this Agreement shall continue on a month to month basis under the same terms for a period not to exceed \$15,000 and applies to any extension of the existing contract. If the Parties execute no new agreement by the end of the three month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation

A. City agrees to compensate Consultant for services under this Agreement in Compliance with the schedule set forth in **Exhibit A**. Payment will be made only after Submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service. City shall endeavor to pay invoices bearing correct and authorized charges within (30) days of the date they are received; however, Consultant acknowledges and agrees that due to city warrant run procedures, the City cannot guarantee that payment will occur within this time

period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant (pursuant to this Agreement shall not exceed: EIGHTY THOUSAND (80,000) for the entire term of agreement, based on the estimated cost of \$40,000 annual cost; which shall be payable as set forth in the Compensation Schedule in the attached Exhibit A. To the extent that any consultant work is charged directly to a developers deposit, not to exceed amount will be adjusted accordingly as approved to the City Manager.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out of town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses only if approved in advance in writing by the City Manager or designee. Consultant shall only be reimbursed for those expenses which (I) Appear on Consultants monthly invoices; (ii) are accompanied by a copy of city's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions The General Terms and Condition set forth in **Exhibit B** are incorporated as part of this agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this agreement, the General Terms and Conditions shall control unless it's clear from the context that both parties intended the provisions of the other exhibit(s) control.

5. Addresses

City of Lynwood

City of Lynwood
11330 Bullis Rd.
Lynwood, CA 90262

Attn: City Manager

Consultant

PHOINEX GROUP information Systems
2677 N. Main Street, Suite 400
Santa Ana, CA 92705

Attn: City Manger

6. Exhibits. All exhibits referred to in this agreement are listed here and incorporated and made part of this Agreement by this reference.

Exhibit A- Scope of services, Time of Performance arid Compensation Schedule
(Seven (7) Pages)

Exhibit B – General Terms and Conditions (Six (6) Pages)

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SIGNATURE ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

CITY OF LYNWOOD

By: _____ Date: _____

Edwin Hernandez, Mayor

ATTEST:

By: _____ Date: _____

Maria Quinones, City Clerk

APPROVED ASTO FORM:

By: _____

David A. Garcia, City Attorney

CONSULTANT

PHOENIX GROUP Information Systems

By: _____ Date: _____

Robert Murphy, President

EXHIBIT "A" SCOPE OF SERVICES

1.0 PROCESSING SERVICES PROVIDED

PHX shall receive and process parking and administrative citations issued by the AGENCY. PHX will provide the AGENCY with a Processing Management System and allow access to the PHX database via the internet and Wincite™. PHX will provide pre-numbered batch cards for tracking and controlling the citations sent from the Agency to PHX. PHX will notify AGENCY as soon as is reasonably possible of any discrepancies.

The AGENCY will be responsible for submitting citations to PHX daily or weekly via electronic communication or hard copy (To avoid duplication please submit either electronic communications or hard copy but not both). PHX will communicate with the AGENCY regarding status of payment updates on a monthly basis. The AGENCY can also update in-house payment information to the PHX database.

1.1 Fine Schedule: The AGENCY will provide to PHX their existing fee schedule such as: late fees, penalties, and due dates. The AGENCY will keep PHX updated on any changes to their fee schedule. All fee schedule changes will require signature approval by both parties before implantation.

1.2 Parking Delinquent Notices: PHX will generate and mail the notices for citations that have been referred to PHX by AGENCY following the guidelines set forth in CVC 40207. Notices that are sent from PHX to registered Owner (RO) of the cited vehicle. RO information is gathered from current DMV records. The notice will include all the information included on the citation and consequences for nonpayment, and/or any additional information required by the code section. The notice of violation includes a remittance return portion for payment. Additional letters may be generated if required by agency.

1.3 Registered Owner Information: PHX will be responsible for maintaining online communications with the California DMV. This communication is required as part of this agreement to request registered owner information

1.4 Payment Dispositions: The AGENCY will forward any payment information as well as cancellations, dismissals, voids, corrections and/or other relevant information pertaining to the citation(s) status. PHX will update the AGENCY on a monthly basis regarding status of payment updates. The AGENCY may also update this information directly to the data base remotely.

2.0 PAYMENT PROCESSING

Payment Processing services are provided by PHX for AGENCY. PHX has an internal online payment processing capability to insure correct payment and due date.

PHX will do everything in its power to reduce duplicate payments. If a duplicate payment is made it will be returned to the INDIVIDUAL by PHX expeditiously

2.1 Invoicing: Invoices for total services provided by PHX (processing, collections, and additional, (agreed upon) fees, will be sent monthly to AGENCY

Access to INDIVIDUAL information will be available based on a license plate or citation number. Wincite™ will access, store, and present data in real time. Data is comprised of citation and INDIVIDUAL information and includes total amount due (may include credit card fees) before final authorization is complete. Payments can be made with Discover, MasterCard, Visa, or AMX. The INDIVIDUAL will be charged a credit card transaction fee of \$3.95 or 3.25% with no additional costs passed to the AGENCY.

2.4 Credit Card Charge Back: The process includes the following:

1. Charge back notification received by PHX
2. PHX locates the citation(s) that were paid on the transaction being disputed
3. A letter of dispute describing the charge sent to the credit care company
4. If the dispute is found in favor of the credit card holder, then the charge back is accepted and a notice of unpaid fees are sent to the registered owner
5. PHX reverses the payment of the citation(s) and reopens the citation(s) immediately
6. PHX enters notes regarding the credit card payment information including, but not limited to
 - a. Original Transactions
 - b. Chargeback ID(s)
 - c. Any pertinent correspondence regarding the charge back
7. Charge back paperwork is then filed by PHX for later retrieval if necessary
8. Charge backs are reflected in the monthly reporting

2.5 Bank Account and Depositing Procedures: Mail (INDIVIDUAL non- Electronic Payments) will be picked up from a local Post Office daily and Mail normally processed within 24 hours. The bank deposits are endorsed to the bank selected by your AGENCY. Payments can be taken at both AGENCY site and PHX. AGENCY shall have an internal online payment processing capability to enter payment data.

2.6 Changes to Payment Processing Procedures The AGENCY retain the right to change the payment processing procedure. Changes to the payment processing procedure will be agreed upon in advance and in writing between the AGENCY and PHX

3.1 CUSTOM WEBSITE: PHX will create a website and link for public inquiry and payment. The website will simulate the AGENCY'S existing website to provide consistency when the public is transitioning from the AGENCY'S website to PHX provided pay site. The website will be interrogated with any existing PHX web services. The AGENCY shall submit any requests for web content updates to PHX in writing. Upon receipt of any written web content update requests from AGENCY, PHX shall either implement AGENCY'S requested changes as soon as possible or else respond to AGENCY with any questions or concerns.

The credit card option will be set-up and maintained by PHX at no additional costs to AGENCY. The services include:

1. Setting up a custom header and footer based on graphics approved by AGENCY
2. All Merchant Fees
3. Internet security and website fees
4. Provide for the ability to make payments , contest the citation, and provide any governing rules that are applicable

3.1 Remote Data Entry: Remote Data Entry capability will be provided to AGENCY via Internet using Internet Explorer and Wincite™. Each operator within the AGENCY will be set up with a unique password and security level, as requested by AGENCY. Individual function levels will include view only, edit, add, and dismiss/void capabilities.

3.2 User Accounts: Accounts may be established by AGENCY and/or PHX. Access is limited to employees of the AGENCY only. This limitation specifically excludes PHX and/or consultants. Expectations of the limitation must be approved in writing by PHX and AGENCY

3.3 Hardware/Software (Equipment) Requirements: A minimum operating system with Microsoft Internet Explorer 7.0 or greater and Windows XP Pro or greater will be required by the agency to access systems and services provided by PHX. PHX will provide Wincite™ to the agency for citation data and reporting access. Any license requirements to operate any software not provided by PHX will be the responsibility of the AGENCY.

3.4 Online PHX Services Provided: PHX will provide the following to the AGENCY:

1. Access to the citation data is available by citation number, vehicle license number, name , or VIN number , permit number , driver's license number or ID number (whichever is applicable)
2. All citation information
3. Current Status of the citation
4. Delinquent notice information, due date, mailing date
5. Administrative review, hearing court appeals, and disposition information
6. Payment information, including all date, amounts, and payment codes
7. Registered owner information and Electronic facsimile of the original citation

4.1 REPORTING: PHX will supply AGENCY with electronic monthly reporting. The reports will be supplied to the AGENCY in a PDF format available for access, using Adobe Reader, with the option to export to Excel. The reports include (if applicable) but are not limited to the following:

1. Monthly Billing Report
2. Officer Summary Report
3. Officer Summary Y-T-D Monthly Recap
4. Void/Dismiss Report by Operator

5. Habitual Offender Hot Sheet Report and Detail
6. DMV monthly reports
7. Out of state Revenue Detail Report
8. Revenue Collection Detail Report
9. Revenue Distribution Surcharge Report
10. Contested Citations pending and outcome
11. Refunds 'Due' Report
12. FTB or Special Collections Report

The monthly production report schedule may change as needed. Reporting information may also be provided to the AGENCY in Excel or other method mutually agreeable to both parties.

Additional requirements to be submitted to PHX writing

5.0 SURCHARGES It is the responsibility of the AGENCY to identify and outline to PHX all surcharges (fees) applicable for the AGENCY. PHX will provide a monthly Surcharge Disbursement Report that includes the surcharges identified by the AGENCY as part as monthly reports as identified in Section 4.0 REPORTING.

6.0 OWNERSHIP OF SOFTWARE

AGENCY acknowledges that the software provided by PHX and software programs provided by PHX and used by the AGENCY have been developed by PHX. The software provided is the **PROPIETARY AND INTELECTUAL PROPERTY** OF PHX. AGENCY agrees that all rights to any intellectual property is **Confidential Information** and shall remain the exclusive property of PHX.

7.0 COLLECTIONS AND FTB

If Authorized by AGENCY, PHX will pursue INDIVIDUALS with unpaid citations that meet the criteria of special collections and/or Franchise Tax Board collections (FTB). PHX Collections Criteria includes: Not paid, Not suspended, and in an OPEN status. PHX will mail out a delinquent letter or warning. If the citation remains unpaid PHX will use one or several collections efforts including but not limited to: special Collections and/or FTB collection.

All payment updates by FTB will be forwarded to PHX by AGEBCY for updating and reporting.

8.0 Programming Costs

AGENCY agrees o pay the following costs for services:

Parking Services

Activity	Cost	Description
Cost per citation	\$.70	Cost per citation issued and entered in Wincite

Notice of Violation/ Delinquent Notice	\$.88	A notice of violation (delinquent notice) is sent after an individual received the initial citation as a courtesy reminder. Includes postage.
Out of State Citations	32%	Out of State processing including any costs charged by the state for the registered owner. The percentage is only for citations that are collected.
Automated Citation Issue Discount	(\$.10)	Discount for each electronic citation issued.
On-line Contesting (<i>City is not currently using this service</i>)	\$35.00	Monthly cost for on-line contesting capabilities for the individual through payment website.
Letter Issued	\$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, or habitual violations (Scofflaw), Collections notification, final warning, etc. PHX will not implement processing special letters without the consent of the Agency.
Handheld/Hardware/Software Support	\$200.00	Monthly cost for Wincite Mobile software maintenance.
FTB (Franchise Tax Board)	15%	Franchise Tax Board collections.

Administrative Services

Activity	Cost	Description
Citations Issued	\$1.25	Cost per citation issued and entered into Wincite
Notice Sent	\$.93	A notice of violation (delinquent notice) is sent after an individual received the initial citation as a courtesy reminder. Includes postage.

Letters Issued	\$1.25	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, or habitual violations (Scofflaw), Collections notification, final warning, etc. PHX will not implement processing special letters without the consent of the Agency.
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Additional Services

Activity	Cost	Description
Expedited Collections	20%	If bail amount is received after 90 days and before 14 months from citation period.
Special Collections	28%	Activated based on age of collections.
Hearing Officer	\$70.00 per hour	PHX will provide an impartial hearing officer to appear at scheduled hearings, enter the decision in the system and send out the decision letter. 3 hour minimum.
Hearing Schedule	FREE	Hearings will be scheduled as directed by the CITY. PHX will send out hearing schedule letters, handle reschedules and notification to the CITY and the citizen.

8.1 Payment plans and settlement agreements: If AGENCY chooses to allow payment arrangements due to INDIVIDUAL financial hardship PHX will establish the number of payments and the final due date of the citation. The citation will be suspended to an agreed upon date in Wincite™ in accordance to payment arrangement between the AGENCY and the INDIVIDUAL.

8.2 Postal Increases: In the event of a postal increase PHX will provide the adjustment of fees to offset the postal increase; such increases will be notified to the AGENCY in writing.

Phoenix Group Information Systems considers the fees/rates contained in this service agreement to be a trade secret and require City to notify us immediately (less than 48 hours) after a public records request for this information is made.

9.0 DATA RETENTION POLICY

Data will be removed and/or archived from the system daily. Data archived from the system will be retained by PHX in an archived database and is retained for a period of five years unless returned to the AGENCY before that time. The AGENCY has the option to request such data. Data retained by PHX shall be done so in the format of Phoenix Group Information Systems' choice, unless otherwise agreed upon in writing by both parties.

9.1 Criteria for removal/archival of data will be: **Closed citations:** Any citation date older than 18 months, and has been closed for a period of one year. **Open citations:** Any citations open that is not on DMV hold, and older than 24 months. Regardless of age open citations that are on DMV files with a hold on the registration will remain on the system until DMV clears the citation.

9.2 Hard copy data: Every six months during the term of this Agreement, all hard copy files of date generated under this Agreement shall either be (1) returned to the AGENCY upon AGENCY'S written request, or else (2) shredded by PHX for the AGENCY.

10.0 TERM AND RENEWALS:

Except as otherwise stated, these terms and conditions shall be in effect between both parties: Commencing on February 2, 2016 this agreement will be binding until June 30, 2017. Prices and fees are subject to change in accordance with the CPI (Consumer Price Index) and State and County municipal fee schedules. PHX will notify AGENCY of any changes in writing prior to renewal date. AGENCY will be notified in writing by PHX of any agreement changes and/or fee increases. Changes will not take effect until written approval received fro AGENCY.

10.1 Return and Ownership of Citation Data: All electronic and handwritten citations, reports, electronic media, and other relevant documents, shall be the property of the AGENCY and shall be returned to the AGENCY upon either the completion of this Agreement or the termination of this Agreement within 15 days. This including copies and reproductions assembled or prepared by PHX employees, agents, and/or officers, in connection with this Agreement. Citation data returned to AGENCY by PHX shall be done so in the format of Phoenix Group Information Systems' choice, unless otherwise agreed upon in writing by both parties.

10.2 Exclusivity: AGENCY agrees to utilize only the services of PHX during the term of this agreement for the processing of citations and all other signed services. AGENCY agrees to not directly or indirectly divulge TRADE SECRETS, PROPIETARY and/or INTELLECTUAL PROPERTY of PHX to any unauthorized person or entity. This Non-Disclosure obligation shall survive the termination of this agreement.

10.3 Books and Records: PHX will maintain adequate books and records for citations forwarded to the PHX for processing. Upon two week written notice all records shall be available for inspections or audit by AGENCY at PHX's location during regular working hours.

10.4. Dispute Resolution: In the event of any dispute between AGENCY and PHX arising out of this Agreement, either party may initiate by written notice a meeting with the other party to resolve the dispute. If such a meeting is called, both parties shall send to the meeting representatives who have the authority to negotiate and bind their respective organizations to a resolution. If the dispute cannot be resolved within 30 days from the date of the initial notice, or if either party wished to pursue the dispute, Client and Consultant agree to attempt to settle the dispute by mediation before resorting to arbitration. Unless otherwise mutually agreed to by Client and Consultant, any unresolved controversy of claim arising from or relation to this contract of breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the AGENCY and PHX agree, the mediator involved in the parties' may be asked to serve as the arbitrator.

11.0 LIMITATION OF LIABILITY

PHX's sole liability to the AGENCY, or any third party, for claims arising out of errors or omissions in the series provided is as follows: To furnish a correct report or data and to correct AGENCY files provided that AGENCY promptly advised PHX. PHX shall not have any liability under this Agreement for any money damages resulting from claims made by AGENCY for delays, non-service, errors, omissions, interruptions, in the services provided.

12.1 INSURANCE

PHX shall procure and maintain for the duration of the contract the following insurance against claims for injuries to person or damages of property. Claims may arise from, or in connection, with the performance of the Contract by PHX agents, representatives, employees, sub-contractors.

- A. General Liability: \$1,000,000 combined single limit for each occurrence.
- B. Worker's Compensation as required by the Labor Code of the State of California.

13.0 CONFIDENTIAL/FILE SECURITY

Reasonable security provisions will be provided by PHX to insure the access to AGENCY computer records and files will be available only to the AGENCY. PHX cannot guarantee against loss or alteration of computer records but will take extraordinary precautions to prevent such occurrences. PHX will hold all AGENCY data in strict confidence and shall not provide any data to any other party unless directed by AGENCY in writing or as ordered by a lawful local, state, or federal entity.

14.0 SECTION HEADINGS

Section headings that appear in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of text.

15.0 COMMENCEMENT OF WORK

Work shall not commence under the Contract until a fully executed agreement has been received by PHX and PHX has been given approval to proceed. Any work performed by PHX prior to the date of approval shall be considered as having been performed at PHX's own risk and as a volunteer service.

16.0 CANCELLATION

AGENCY and PHX reserves the right to cancel this Agreement at any time upon ninety (90) days written notice to the other party to the address listed in this Agreement. At such time, PHX agrees to provide AGENCY with all AGENCY data together with an electronic file of all AGENCY data. In the event of cancellation, electronic files will be provided in the format of Phoenix Group Information System's choice, unless otherwise agreed upon in writing by both parties.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

- A. Consultant is, and shall at all times remain as to CITY, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any Consultant's employees except as set forth in this Agreement. Consultant shall not, at any time, or in any manner represent that it or any of its agent or employees are in any manner agents or employees of City.
- B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.
- C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation law. City Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this section1.

2. Standard of Performance

- A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. The City Manager or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks or services described in **Exhibit A**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

- B. The City shall, until further notice to Consultant, administer this Agreement and provide immediate supervision of Consultant with respect to the services to be provided hereunder.

3. Indemnification

- A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.
- B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteer (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgment, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of allegedly cause by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.
- C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligation on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and fend Indemnitees as set forth herein survive termination of this Agreement for a period of four years and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

- A. Without limiting Consultants indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:
- i. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
 - ii. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
 - iii. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
 - iv. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.
- B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

- C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A.VII.
 - D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, cancelled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager", City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.
 - E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitle "Additional Insured Endorsement".
 - F. The Consultant's insurance shall be primary as respects the City, its offices, officials, employees and volunteers. Any insurance or self-insurance or self-insured maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted at the option of City, from payments due Consultant.
- 5. Confidentiality.** Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon termination of this Agreement Consultant's covenant under this section shall survive the termination of this Agreement.
- 6. Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the

property of City without restriction of limitation upon its use or dissemination by City. Such material shall not be subject of a copyright application by Consultant.

7. Conflict of Interest

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive, or promise to give or receive, any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination to this Agreement.

8. Termination. City may terminate this Agreement with or without cause upon thirty (30) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the *notice of termination*. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engage in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right; for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the *City Manager or his designee*, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this

Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City City Manager or his designee that Consultant is in at least as sound a financial position as was the case prior entering into this Agreement. Financial information submitted to the City City Manager or his designee shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

- A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating hereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer of that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation. For an Agreement in effect for twelve months or longer, a written annual administrative performance evaluations shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period either orally or in writing, shall be considered. City shall meet with Consultant prior preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

- 14. Compliance with Laws.** Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulation which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Cod. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.
- 15. Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.
- 16. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party or any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right of remedy available to City with regard to such breach of default.
- 17. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.
- 18. Notices.** Any notices, *bills*, *invoices*, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours; or (b) on the third day business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, *from time to time*, designate in writing pursuant to the provisions of this section.
- 19. Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

23. Authority. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council

APPROVED BY: J. Arnaldo Beltrán, City Manager *JAB*

PREPARED BY: Amanda Hall, Director of Finance *AH*
Delania G. Whitaker, Financial Analyst *DW*

SUBJECT: Procure America – Phase II

Recommendation:

It is recommended that the City Council adopt the attached resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO PROCEED WITH PHASE II OF THE COST REDUCTION SERVICES AND AUDITS PROVIDED BY PROCURE AMERICA".

Background:

Procure America is partnered with the Independent Cities Association (ICA) and provides cost reduction services to members on a pure contingency basis. The telecommunications and document management review consists of deep analysis of contract terms, current operations and operational goals. Upon completion of reviews, Procure America provides a comprehensive report of each cost category. The telecommunications and document management reports include cost savings opportunities and recommendations to move forward. Procure America will receive 50% of any net savings realized.

On August 24, 2015, Council approved a cost reduction consulting services agreement with Procure America to provide audit services recommended by the Ad Hoc Audit Committee. On May 3, 2016, Council adopted a resolution directing and authorizing the City Manager to implement all cost-reduction recommendations from Procure America, resulting from their review of utility billings.

AGENDA
ITEM

23

Discussion & Analysis:

Phase I of Procure America's services, focused on the City's utility & treasury costs, has been completed. \$92,000 in estimated annual savings for utilities was identified and the rate changes to capture those savings are being implemented now. The treasury review did not find any savings as the City is currently receiving favorable rates and fee structures. If Council provides approval for staff to proceed with services provided by Procure America, Phase II will focus on the City's telecommunications (voice, data & mobile) and document management (printers, copiers and multi-functional printers).

Fiscal Impact:

There is no cost associated with approval of this item. With the implementation Phase II, there is the potential for cost savings in areas pertaining to the City's telecommunications and document management.

Coordinated With:

City Manager's Office

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO PROCEED WITH PHASE II OF THE COST REDUCTION SERVICES AND AUDITS PROVIDED BY PROCURE AMERICA

WHEREAS, Procure America offers cost-reduction and auditing services for a percentage from realized savings, derived from Procure America recommendations; and

WHEREAS, the Council Ad Hoc Committee recommended award of a contract to Procure America to perform cost-reduction auditing services; and

WHEREAS, the City Council approved award of a contract to Procure America on November 24, 2015; and

WHEREAS, Phase I of Procure America's cost-reduction audit has concluded; and

WHEREAS, \$92,000 in estimated annual savings for utilities was identified and the rate changes to capture those savings are being implemented now; and

WHEREAS, staff is seeking Council's approval to proceed with Phase II of the cost reduction services and audits.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD HEREBY RESOLVE AS FOLLOWS:

Section 1. By approval of this resolution, the City Council of the City of Lynwood hereby authorizes the City Manager, or his designee to proceed with phase II of the cost reduction services and audits provided by Procure America.

Section 2. That the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 16th day of August 2016.

Edwin Hernandez
Mayor

ATTEST:

Maria Quiñonez
City Clerk

APPROVED AS TO FORM:

David A. Garcia
City Attorney

APPROVED AS TO CONTENT:

J. Arnoldo Beltrán
City Manager



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council
Honorable President and Members of the Lynwood Utility Authority

APPROVED BY: Arnolando Beltran, City Manager/Executive Director *JB*

PREPARED BY: Amanda Hall, Director of Finance *AH*

SUBJECT: Approval of Bond Sale Plan for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A

Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority approve Staff's proposed Bond Plan for the upcoming sale of the Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

Background:

The Authority currently has outstanding its \$9,755,000 Lynwood Utility Authority Enterprise Revenue Bonds, 2008 Series A (the "2008 Bonds"), and its \$5,735,000 Lynwood Utility Authority Enterprise Refunding Revenue Bonds, 2009 Series A (the "2009 Bonds"). The bonds are eligible for refinancing, which will allow the City to reduce its annual debt service payments.

To carry out the refinancing (refunding), the City proposes to issue its Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A via a Public Sale. At present, considering current market rates and all fees and costs, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding.

Discussion and Analysis: The City has the option to use the expected savings to reduce the annual costs of the Authority, or to leverage the savings for new bonds and use the additional bond proceeds to fund new projects. Securing the additional funding will not increase the terms remaining nor the debt service. The added funds result from the considerable reduction in interest rates (from 5.06% to 2.98%). The table below summarizes the two options:

Bond Sale Plan	Sell Refunding Bonds Only	Sell Refunding & New Money Bonds
Total Bonds Sold*	\$11,405,000	\$13,930,000
Reduction in Annual Debt Service*	\$120,000	\$0
New Money for Projects*	\$0	\$2,900,000

* Preliminary estimate. Subject to change due to actual market conditions at time of bond sale.

AGENDA
ITEM
24

Staff recommends that the City and Authority authorize the Bond Sale Plan that includes the sale of new money bonds for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

Fiscal Impact:

Approval of the proposed Bond Sale Plan means that the expected savings of \$120,000 per year from the proposed refunding would be leveraged to pay for debt service on the new money bonds, resulting in no net fiscal impact from the bond sale.



CITY OF LYNWOOD

As Successor Agency to the Lynwood Redevelopment Agency

Edwin Hernandez, Mayor
Aide Castro, Mayor Pro-Tem
Salvador Alatorre, Councilmember
Maria Teresa Santillan-Beas, Councilmember
Jose Luis Solache, Councilmember

This Agenda contains a brief general description of each item to be considered. Copies of the Staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

AGENDA

CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY

AUGUST 16, 2016
REGULAR MEETING
6:00 P.M.
CITY HALL
11330 BULLIS ROAD

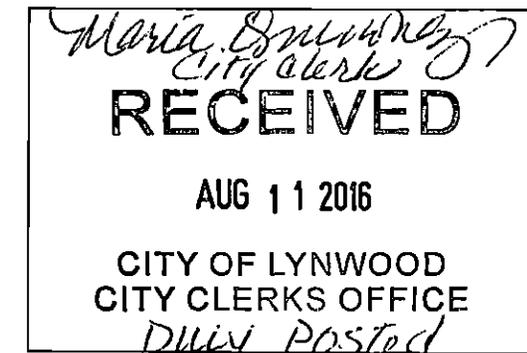
EDWIN HERNANDEZ
MAYOR

AIDE CASTRO
MAYOR PRO-TEM

MARIA TERESA SANTILLAN-BEAS
COUNCILMEMBER

CITY MANAGER
J. ARNOLDO BELTRÁN

CITY CLERK
MARIA QUINONEZ



SALVADOR ALATORRE
COUNCILMEMBER

JOSE LUIS SOLACHE
COUNCILMEMBER

CITY ATTORNEY
DAVID A. GARCIA

CITY TREASURER
GABRIELA CAMACHO

OPENING CEREMONIES:

- A. Call Meeting to Order
- B. Roll Call (ALATORRE-SANTILLAN BEAS-SOLACHE-CASTRO-HERNANDEZ)
- C. Certification of Agenda Posting by City Clerk

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

CONSENT CALENDAR

1. MINUTES FROM PREVIOUS MEETINGS:

Regular Meeting – June 21, 2016

2. APPROVAL OF THE WARRANT REGISTER

Comments:

City of Lynwood Successor Agency warrant register dated August 16, 2016 for FY 2016/17

Recommendation:

Staff respectfully recommends that the Lynwood City Council as Successor Agency approve the warrant register dated August 16, 2016.

3. APPROVAL OF A 4TH AMENDMENT TO THE AGREEMENT FOR FOX, CASTLE & NICHOLSON, LLP TO CONTINUE PROVIDING CONSULTING SERVICES REGARDING PROJECT-RELATED SOIL CONTAMINATION FOR THE LYNWOOD SUCCESSOR AGENCY

Comments:

The former Lynwood Redevelopment Agency ("Agency") engaged in environmental clean-up activities necessary to carry out and implement the Redevelopment Plan for Project Area "A and in implementing such Redevelopment Plan and the Implementation Plan, the Successor Agency to the former Redevelopment Agency (Agency) is desirous of continuing using the services of Cox, Castle & Nicholson, LLP ("CCN") to work with Agency Staff and Agency Counsel in compelling

responsible parties in the Imperial Highway Brownfield Area and other projects to remediate contaminated properties. (DCE)

Recommendations:

Staff recommends that the Agency and City adopt the attached resolution entitled: "A JOINT RESOLUTION OF THE CITY OF LYNWOOD AND THE CITY OF LYNWOOD AS SUCCESSOR TO THE LYNWOOD REDEVELOPMENT AGENCY APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH COX, CASTLE & NICHOLSON, LLP FOR CONSULTING SERVICES REGARDING PROJECTS RELATED TO SOIL CONTAMINATION NOT TO EXCEED \$350,000."

CLOSED SESSION

- A. With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION -
Government Code section 54956.9(d)(1)

1. Name of Case: Los Angeles Superior Court Case No. BS 106 592,
Esperanza Rogel, et al. vs Redevelopment Agency
of the City of Lynwood

2. Name of Case: Sacramento Superior Court Case No. 34-2014-
80001977,
Esperanza Rogel, et al. vs Redevelopment Agency
of the City of Lynwood

ADJOURNMENT

CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY MEETINGS WILL BE POSTED AS NEEDED. THE NEXT MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 11330 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council as Successor to the Lynwood Redevelopment Agency

APPROVED BY: J. Arnoldo Beltrán, City Manager *JAB*

PREPARED BY: Maria Quinonez, City Clerk *MQ*
Daryl Betancur, Executive Assistant to City Clerk *DB*

SUBJECT: City of Lynwood as Successor to the Lynwood Redevelopment Agency Minutes

Recommendation:

Staff recommends the City Council as the Successor Agency to the Lynwood Redevelopment Agency, approve the following minutes:

- Regular Meeting – June 21, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated with: N/A



**CITY OF LYNWOOD AS SUCCESSOR AGENCY TO THE
LYNWOOD REDEVELOPMENT AGENCY
REGULAR MEETING
June 21, 2016**

The City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency met in a regular meeting in the Council Chambers, 11330 Bullis Road, Lynwood, California on the above date at 6:13 p.m.

Mayor Hernandez presiding.

Council Members Alatorre, Santillan-Beas, Solache, Castro and Mayor Hernandez were present.

Also present were City Manager Beltrán, City Attorney Garcia, City Clerk Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

City Clerk Quiñonez announced that the Agenda had been duly posted in accordance with the Brown Act.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

None

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

None

PUBLIC HEARING

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to hear item No. 1 of the Lynwood as Successor Agency to the Lynwood Redevelopment Agency in conjunction with public hearing item No. 8 on the regular agenda. Motion carried by unanimous consent.

Item #1. ADOPTION OF THE FISCAL YEAR 2016-2017 BUDGET

RESOLUTION NO. 2016.120 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, ADOPTING THE FISCAL YEAR 2016-17 BUDGET (TO BE PROVIDED AT THE JUNE 21, 2016 MEETING BASED ON JUNE 20, 2016 INPUT FROM THE CITY COUNCIL)

RESOLUTION NO. 2016.008 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE LYNWOOD REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2016-17 SUCCESSOR AGENCY BUDGET

RESOLUTION NO. 2016.121 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, APPROVING THE PROPOSED FEE REVISIONS AND ADOPTING THE FY 2016-17 MASTER FEE SCHEDULE

RESOLUTION NO. 2016.122 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA, ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2016-17 PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

Following a considerable discussion during the regular meeting, item was tabled to July 5, 2016 by Minute Order No. 2016-12.

CONSENT CALENDAR

MOTION: It was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to approve the consent calendar. Motion carried by the following roll call vote:

ROLL CALL

AYES: COUNCIL MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND MAYOR HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Item #2. MINUTES OF THE PREVIOUS MEETING

Regular Meeting of June 7, 2016

Approved by Minute Order No. 2016-13.

CLOSED SESSION

NONE

ADJOURNMENT

Having no further discussion, it was moved by Mayor Pro Tem Castro, seconded by Council Member Alatorre to adjourn the regular City of Lynwood as Successor Agency to the Lynwood Redevelopment Agency meeting and recess to the Lynwood Housing Authority meeting at 6:14 p.m.

Edwin Hernandez, Mayor

Maria Quiñonez, City Clerk



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council as
Successor Agency to the Lynwood Redevelopment Agency

APPROVED BY: J. Arnoldo Beltrán, Executive Director *JAB*

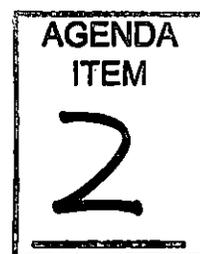
PREPARED BY: Amanda Hall, Director of Finance *AH*
Monica Ochoa, Accounting Technician

SUBJECT: Approval of the Warrant Register

Recommendation:

Staff respectfully recommends that the Lynwood City Council as Successor Agency approve the warrant register dated August 16, 2016.

----- Attached Warrant Register dated August 16, 2016-----



Prepaid Voucher List
Successor Agency of the Lynwood Redevelopment Agency

Bank code : sa_usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
5391	8/4/2016	000173 U.S. BANK TRUST	146154000082516		DEBT SVC PMT-2011 SERIES B		
				11-000773	1021.76.211.67601	145,000.00	
				11-000773	1021.76.211.67605	223,700.00	
			2076613000081516		DEBT SVC PMT-SERIES 2013A		
				11-000774	1021.76.211.67601	23,678.77	
					Total :	392,378.77	
1 Vouchers for bank code : sa_usb						Bank total :	392,378.77
3 Vouchers in this report						Total vouchers :	402,410.92

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Voucher List
Successor Agency of the Lynwood Redevelopment Agency

Page: 2

Bank code : sa_usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
5392	8/16/2016	007223 COX, CASTLE & NICHOLSON LLP	427016		LEGAL SVCS-12/2015		
				11-000769	1021.76.211.62001	8,661.95	
			428188		LEGAL SVCS-1/2016		
				11-000769	1021.76.211.62001	386.40	
			434245		LEGAL SVCS-5/2016		
				11-000769	1021.76.211.62001	139.15	
					Total :	9,187.50	
5393	8/16/2016	000001 KING FENCE, INC.	31124		FENCE RENTAL ANNUAL RENEWAL		
				11-000770	1021.76.211.67423	459.00	
					Total :	459.00	
2 Vouchers for bank code : sa_usb						Bank total :	9,646.50
2 Vouchers in this report						Total vouchers :	9,646.50



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council
Honorable Mayor and Members of the City Council as
Successor Agency to the Lynwood Redevelopment Agency

APPROVED BY: J. Arnaldo Beltran, City Manager/Executive Director *JAB*

PREPARED BY: Erika Ramirez, Development Compliance and
Enforcement Services *ER*
Bruno Naulls, Project Manager *BN*

SUBJECT: Approval of a 4th Amendment to the Agreement for Cox,
Castle & Nicholson, LLP to Continue Providing Consulting
Services Regarding Project-Related Soil Contamination for
the Lynwood Successor Agency

Recommendation:

Staff recommends that the Agency and City adopt the attached resolution entitled: "A JOINT RESOLUTION OF THE CITY OF LYNWOOD AND THE CITY OF LYNWOOD AS SUCCESSOR TO THE LYNWOOD REDEVELOPMENT AGENCY APPROVING THE FORTH AMENDMENT TO THE AGREEMENT WITH COX, CASTLE & NICHOLSON, LLP FOR CONSULTING SERVICES REGARDING PROJECTS RELATED TO SOIL CONTAMINATION NOT TO EXCEED \$350,000, WHICH SERVICES ARE TO BE FUNDED BY THE LYNWOOD SUCCESSOR AGENCY THROUGH THE ROPS PROCESS."

Background:

The former Lynwood Redevelopment Agency ("Agency") engaged in environmental clean-up activities necessary to carry out and implement the Redevelopment Plan for Project Area "A" and in implementing such Redevelopment Plan and the Implementation Plan, the Successor Agency to the former Redevelopment Agency (Agency) is in need of the services of Cox, Castle & Nicholson, LLP ("CCN") to work with Agency Staff and Agency Counsel in compelling responsible parties in the proposed Imperial Highway Brownfield Area and other projects to remediate contaminated properties.

On December 21, 2010, Consultant was approved by way of a service retainer agreement to provide certain consulting and litigation services, as needed, to the



former Lynwood Redevelopment Agency on projects with soil, ground water and/or soil gas contamination.

On December 5, 2011, the retainer agreement was replaced with a Consulting Services Agreement (the "Agreement") by and between the former Lynwood Redevelopment Agency and Consultant. The Agreement contained a scheduled expiration on March 5, 2013, but also authorized extensions per Section 2 of the Agreement to allow the Consultant continued litigation and related services that were ongoing before ABX1 26 became law.

On November 25, 2013, an Agreement extension was executed to allow the Consultant to continue litigation and related services to the Successor Agency which expired on December 5, 2014. A second amendment was approved which extended the term of the Agreement to June 30, 2015.

Due the nature of the project, Consultant's services were still valued and required to provide potential litigation and related services for Project. The parties executed a third amendment which expired on June 30, 2016.

During the term of the third amended Agreement, unforeseen circumstances disabled the Agency's ability to pay for consultant's services and therefore said services were temporarily suspended. Invoices for work performed on projects by consultant solely funded by Successor Agency funds were not paid during the 15-16B Recognized Obligation Payment Schedule (ROPS) period and the third amendment expired on June 30, 2016.

It is anticipated in the upcoming fiscal year the Agency will be able to proceed with the project and reactivate Consultant's services and reimburse Consultant for work performed during the 15-16B ROPS period. Due to the expiration date of the third amended agreement, an 4th Amendment extension is in order.

Discussion & Analysis:

Based on the workload summary report provided (attached) the Agency has determined that Consultant's services are still needed in order to effectively address ongoing potential litigation issues regarding responsible parties for contamination at the Alameda Triangle site; legal aspects of implementing the settlement orders at the Lynwood Springs site, and fulfill the Successor Agency's obligations under the Dissolution Act. The Successor Agency's Recognized Obligation Payment Schedule (ROPS) 16-17 (for the period July 1, 2015 through June 30, 2016) provides budgetary resources that can be utilized for the Consultant's ongoing work assisting the Successor Agency and anticipated legal issues for the upcoming fiscal year.

This fourth Amendment to the Agreement is appropriate to provide for the Consultant's ongoing services associated with the City's remediation efforts at said sites which will include cost for use of environmental professionals to assist in compiling information used by Cox Castle Nicholson's legal team. The total cost of

remediation for the properties that are the subject of these services is estimated to be \$7,500,000.

Amendment:

In consideration of performance by the parties of the covenants and conditions of said Agreement, the parties hereto agree to amend agreement as follows:

1. Term. Section 2 of the Agreement, entitled "Term of Agreement" shall be amended in its entirety and shall read as follows:

"2. Term of Agreement. This Agreement shall commence on December 5, 2011 (the "Commencement Date") and terminate on June 30, 2017 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date, Consultant and Agency shall meet to discuss this Agreement and its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date with the sum invoiced during the three months following the Termination Date not to exceed \$15,000. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period."

2. Compensation. The Parties agree that Section 3.B of the Agreement is deleted in its entirety and replaced with the following (with all other provisions of Section 3 remaining unmodified and in full force and effect):

B. Total payments to Consultant pursuant to this Agreement shall not exceed (i) those amounts agreed to by the Parties in subsequent amendments to this Agreement for the time period between December 5, 2011, and June 30, 2016; and (ii) THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) for the period of July 1, 2016, to June 30, 2017, which amounts shall be payable as set forth in the Compensation Schedule in the attached Exhibit A, except that the hourly rates for Consultant shall be updated to 2016-2017 levels (subject to the same 8% discount referenced in Exhibit A).

CCN is listed on the Agency's Enforceable and Recognized Obligations Payment Schedule (EOPS and ROPS) and therefore qualifies for continued contractual services and payment. Staff recommends the contract time period extend from January 1, 2011 to June 30, 2017 to cover the services outlined in the Scope of Services attached to the Agreement provided with this report and any outstanding invoices from the prior period of the third amended contract (if any).

Fiscal Impact:

There will be no impact to the General fund. The fiscal impact in FY 16-17 is not to exceed \$350,000. Funds will come from the Settlement proceeds of Lynwood Redevelopment Agency, et al, v. Barry Ross, et al, U.S. District Court Case No. CV11-02207-MMM (AGRx) as needed, and 16-17 eligible DOF approved ROPS RPTTF funds. 15-16B eligible ROPS RPTTF funds will be used for unpaid invoices from said period.

Coordinated With:

Agency Counsel
Finance Department
City Manager's Office

Attachments:

Resolution
Consultant Services 4th Agreement Amendment
Consultant Services Agreement
Workload Summary Report

CITY RESOLUTION NO. _____

LYNWOOD SUCCESSOR AGENCY RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY OF LYNWOOD AND THE CITY OF LYNWOOD AS SUCCESSOR TO THE LYNWOOD REDEVELOPMENT AGENCY APPROVING THE FORTH AMENDMENT TO THE AGREEMENT WITH COX, CASTLE & NICHOLSON, LLP FOR CONSULTING SERVICES REGARDING PROJECTS RELATED TO SOIL CONTAMINATION NOT TO EXCEED \$350,000, WHICH SERVICES ARE TO BE FUNDED BY THE LYNWOOD SUCCESSOR AGENCY THROUGH THE ROPS PROCESS

WHEREAS, the former Lynwood Redevelopment Agency ("Agency") engaged in environmental clean-up activities necessary to carry out and implement the Redevelopment Plan for Project Area "A; and

WHEREAS, in implementing such Redevelopment Plan and the Implementation Plan, the City of Lynwood, as Successor Agency to the former Redevelopment Agency ("Successor Agency") is desirous of continuing using the services of Cox, Castle & Nicholson, LLP ("CCN") to work with Agency Staff and Agency Counsel in compelling responsible parties in the proposed Imperial Highway Brownfield Area and other projects to remediate contaminated properties, including resolving outstanding post settlement issues regarding the matter of Lynwood Redevelopment Agency, et al, v. Barry Ross, et al, U.S. District Court Case No. CV11-02207-MMM (AGRx); and

WHEREAS, On December 21, 2010, Consultant was approved by way of a service retainer agreement for up to \$100,000 to provide certain consulting and litigation services, as needed, to the former Lynwood Redevelopment Agency on projects with soil, groundwater and/or soil gas contamination; and

WHEREAS, that 2010 retainer agreement was replaced with a Consulting Services Agreement (the "Agreement") by and between the former Lynwood Redevelopment Agency and Consultant, which Agreement was dated December 5, 2011 and increased the not to exceed amount to \$240,000; and

WHEREAS, following the commencement of litigation and related services by Consultant, as provided for in the Agreement, the California Supreme Court, on December 29, 2011, issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright elimination of all 425 redevelopment agencies in the State of California; and

WHEREAS, subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for

administering the enforceable obligations of the former redevelopment agencies (collectively, "Dissolution Act"); and

WHEREAS, the Successor Agency has designated the services provided by Consultant, as described in the Agreement, to be an enforceable obligation under the Dissolution Act, and the Department of Finance (DOF) has not objected to such designation; and

WHEREAS, the Agreement contained a scheduled expiration on March 5, 2013, but also authorized extensions per Section 2 of the Agreement and was intended to be extended so that Consultant could continue to litigate and provide related services that were ongoing before ABX1 26 became law; and

WHEREAS, Consultant has continued to provide litigation and related services to the Successor Agency, and the Parties therefore executed an Amendment to the Agreement dated November 25, 2013, which extended the term of the Agreement (to December 5, 2014); and

WHEREAS, the litigation resulted in settlements pursuant to which the Successor Agency in conjunction with the City of Lynwood (collectively the "Agency") holds settlement payments, which have ongoing remediation issues, among others, and consequently has determined that Consultant's services are still needed in order to implement the settlements and fulfill the Successor Agency's obligations under the Dissolution Act; and

WHEREAS, Consultant may at times require to utilize the services of environmental specialist to provide needed geotechnical information in the performance of the obligatory duties of this Agreement when pursuing parties responsible for contamination at Brownfield sites covered under this Agreement; and

WHEREAS, in order to continue providing litigation and related services to the Successor Agency, the Parties therefore executed a Second Amendment to the Agreement which extended the term of the Agreement to June 30, 2015 and a third amendment, which extended the Agreement to June 30, 2016; and

WHEREAS, during the term of the third amended agreement, unforeseen circumstances disabled the Agency's ability to pay for consultant's services and therefore said services were temporarily suspended and Invoices for work performed on projects by consultant solely funded by Successor Agency funds were not paid during the 15-16B Recognized Obligation Payment Schedule (ROPS) period; and

WHEREAS, the DOF approved Successor Agency's ROPS 16-17 (for the period July 1, 2016 through June 30, 2017) will provide budgetary resources to the Redevelopment Property Tax Trust Fund (RPTTF) to reactivate Consultant's services and be utilized for the Consultant's ongoing work assisting the

Successor Agency with implementation of the settlement and costs related to potential litigation at other Brownfield sites covered by the Agreement including partial cost for geotechnical support as it relates to remediation efforts and reimburse Consultant for work performed during the 15-16B ROPS period (January 1, 2016 through June 30, 2016); and

WHEREAS, the settlement proceeds provide budgetary resources for resolving the balance of the Successor Agency's litigation expenses, and legal fees through June 30, 2017 if the DOF makes findings against the use of additional RPTTF funds if needed during the ROPS 16-17 period; and

WHEREAS, the Agency finds this fourth Amendment to the Agreement is appropriate to provide for the Consultant's ongoing services which also covers partial compensation of environmental subconsultants which provide vital geotechnical data as needed.

NOW, THEREFORE, THE AGENCY BOARD AND CITY COUNCIL DO HEREBY DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. Pursuant to authority provided under Health & Safety Code subsections 34171(d)(1)(F), 34177.3(a), and 34180(a) and (h) that the Successor Agency hereby authorizes the continued use of CCN to provide supportive professional litigation and environmental services for current projects of the Agency using ROPS 16-17 RPTTF. The fourth amendment not to exceed contract amount recommended is \$350,000.

Section 2. That the City and Successor Agency hereby approve the use of settlement proceeds from Settlement Agreement of Lynwood Redevelopment Agency, et al, v. Barry Ross, et al, U.S. District Court Case No. CV11-02207-MMM (AGRx) in any balance of the Successor Agency's litigation expenses and legal fees through June 30, 2017 if the DOF makes findings against the use of additional RPTTF funds if needed during the ROPS 16-17 period (July 1, 2016-June 30, 2017).

Section 3. That the Successor Agency hereby approves the draft fourth amendment of the subject agreement as submitted to the Agency and agreed herein subject to final review and execution by all parties thereto.

Section 4. That the City and Successor Agency authorize the Chairperson, Executive Director or appointed designee to execute a fourth amendment to the agreement with CCN in a not to exceed amount of \$350,000, in a form approved by the Agency Counsel. The appropriations for said amendment will not exceed \$350,000 for the period beginning January 1, 2016 ending June 30, 2017 unless otherwise amended.

Section 5. That this resolution shall take effect immediately upon approval by majority vote of the members of the Successor Agency Board.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF AUGUST, 2016.

Edwin Hernandez
Mayor/Chair

ATTEST:

Maria Quinonez
City Clerk/Secretary

J. Arnoldo Beltrán
City Manager/Executive Director

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

David Garcia
City Attorney/Agency Counsel

Erika Ramirez,
Development, Compliance and
Enforcement Director

FOURTH AMENDMENT TO PROFESSIONAL CONSULTING SERVICES AGREEMENT

This FOURTH AMENDMENT TO PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Third Amendment") is made as of July 1, 2016 by and between the **City of Lynwood, as Successor to the Lynwood Redevelopment Agency**, a public body, corporate and politic ("Successor Agency") and **Cox Castle & Nicholson, LLP.**, a California Limited Liability Partnership ("Consultant"). Successor Agency and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Successor Agency desires to continue utilizing the services of Consultant as an independent contractor to provide consulting services to Successor Agency as set forth in the attached **Exhibit A** to the Parties' Agreement (as that term is defined below); and

WHEREAS, Consultant has represented that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, On December 21, 2010, Consultant was approved by way of a service retainer agreement for up to \$100,000 to provide certain consulting and litigation services, as needed, to the former Lynwood Redevelopment Agency on projects with soil, groundwater and/or soil gas contamination; and

WHEREAS, that 2010 retainer agreement was replaced with a Consulting Services Agreement (the "Agreement") by and between the former Lynwood Redevelopment Agency and Consultant, which Agreement was dated December 5, 2011; and

WHEREAS, following the commencement of litigation and related services by Consultant, as provided for in the Agreement, the California Supreme Court, on December 29, 2011, issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright elimination of all 425 redevelopment agencies in the State of California; and

WHEREAS, subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for administering the enforceable obligations of the former redevelopment agencies (collectively, "Dissolution Act"); and

WHEREAS, the Successor Agency has designated the services provided by Consultant, as described in the Agreement, to be an enforceable obligation under the Dissolution Act, and the Department of Finance (DOF) has not objected to such designation; and

WHEREAS, the Agreement contained a scheduled expiration on March 5, 2013, but also authorized extensions per Section 2 of the Agreement and was intended to be extended so that Consultant could continue to litigate and provide related services that were ongoing before ABX1 26 became law; and

WHEREAS, Consultant has continued to provide litigation and related services to the Successor Agency, and the Parties therefore executed an Amendment to the Agreement dated November 25, 2013, which extended the term of the Agreement (to December 5, 2014) and increased the not to exceed value to three hundred ninety thousand dollars (\$390,000); and

WHEREAS, the litigation resulted in settlements pursuant to which the Successor Agency (in conjunction with the City of Lynwood) holds settlement payments, which related to ongoing remediation issues, among others, and consequently has determined that Consultant's services are still needed in order to implement the settlements and fulfill the Successor Agency's obligations under the Dissolution Act; and

WHEREAS, in order to continue providing litigation and related services to the Successor Agency, the Parties therefore executed a Second Amendment to the Agreement which extended the term of the Agreement (to June 30, 2015) and a third amendment which extended the term to June 30, 2016; and

WHEREAS, during the term of the third amended agreement, unforeseen circumstances disabled the Agency's ability to pay for consultant's services and therefore said services were temporarily suspended pending fund availability and causing the need to extend the Agreement; and

WHEREAS, the DOF approved Successor Agency's Recognized Payment Obligation Schedule (ROPS) 16-17 (for the period July 1, 2016 through June 30, 2017) will provide budgetary resources to the Redevelopment Property Tax Trust Fund (RPTTF) to reactivate Consultant's services and be utilized for the Consultant's ongoing work assisting the Successor Agency with implementation of the settlement and costs related to potential litigation at other Brownfield sites covered by the Agreement including partial cost for geotechnical support as it relates to remediation efforts and reimburse Consultant for work performed during the 15-16B ROPS period (January 1, 2016 through June 30 2016); and

WHEREAS, the Successor Agency's ROPS 16-17 and proceeds from said Settlement Agreement provides budgetary resources that can be utilized for the Consultant's ongoing work assisting the Successor Agency with implementation of the settlements and payment of costs related to potential litigation at other Brownfield sites covered by the is Agreement; and

WHEREAS, Consultant may at times require the services of environmental specialist to provide needed environmental information in the performance of the obligatory duties of this Agreement when pursuing parties responsible for contamination at Brownfield sites covered under this Agreement; and

WHEREAS, this Fourth Amendment to the Agreement is appropriate to provide for the Consultant's ongoing services and to cover partial compensation of environmental subconsultants which provide vital environmental data.

NOW, THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

1. **Term.** Section 2 of the Agreement, entitled "Term of Agreement" shall be amended in its entirety so that it shall read as follows:

"2. **Term of Agreement.** This Agreement shall commence on December 5, 2011 (the "Commencement Date") and terminate on June 30, 2017 (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date, Consultant and Agency shall meet to discuss this Agreement and its possible extension and or modification. In the event the Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date with the sum invoiced during the three months following the Termination Date not to exceed \$15,000. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period."

2. **Compensation.** The Parties agree that Section 3.B of the Agreement is deleted in its entirety and replaced with the following (with all other provisions of Section 3 remaining unmodified and in full force and effect):

"B. Total payments to Consultant pursuant to this Agreement shall not exceed (i) those amounts agreed to by the Parties in subsequent amendments to this Agreement for the time period between December 5, 2011, and December 30, 2015; and (ii) THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) for the period of January 1, 2016, to June 30, 2017, which amounts shall be payable as set forth in the Compensation Schedule in the attached Exhibit A, except that the hourly rates for Consultant shall be updated to 2016-2017 levels (subject to the same 8% discount referenced in Exhibit A).

3. **Full Force and Effect.** The Parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

SUCCESSOR AGENCY:

**CITY OF LYNWOOD, AS SUCCESSOR TO
THE LYNWOOD REDEVELOPMENT
AGENCY**

By: _____
J. Arnoldo Beltran, City Manager
Executive Director

ATTEST:

By: _____
Maria Quinonez, Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

David Garcia
Successor Agency Counsel

CITY OF LYNWOOD:

**CITY OF LYNWOOD, SOLELY WITH
RESPECT TO THE DISBURSEMENT OF
SETTLEMENT PROCEEDS HELD BY CITY
FOR REMEDIATION EFFORTS AT 11600
LONG BEACH BOULEVARD**

By: _____
J. Arnoldo Beltran, City Manager

ATTEST:

By: _____
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

David Garcia
City Attorney

CONSULTANT:

COX CASTLE & NICHOLSON, LLP

By: _____
Preston W. Brooks

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**Memorandum*****PRIVILEGED AND CONFIDENTIAL / ATTORNEY WORK PRODUCT***

To: Arnoldo Beltran
Bruno Naulls

From: Keith B. Walker

Date: June 13, 2016

File No: 073195 & 063104

Re: Summary of Ongoing and Contemplated Work for the City of Lynwood

I. INTRODUCTION

In connection with the amendment of the Professional Consulting Services Agreement between the City of Lynwood (the "City") and Cox, Castle & Nicholson LLP ("CC&N"), you have asked for a summary of previous, ongoing and contemplated work to be performed by CC&N. The work performed by CC&N follows the suspension of legal work for the City, at the City's request, due to various budget-related issues that are reportedly in the process of being resolved. The summaries below discuss the nature of the legal work being performed by CC&N for the various City projects, the current status of the work, and the projected work and related costs for the next steps in the projects.

II. LYNWOOD SPRINGS

Extensive soil and groundwater contamination is present in the City of Lynwood's redevelopment area referred to as "Lynwood Springs." In order to obtain funds for the remediation of the Lynwood Springs contamination, CC&N was engaged to litigate a cost recovery action against the Ross Family Trust and Barry Ross, the prior owner of and trustee for the property from that is the source of the contamination (11600 Long Beach Boulevard).

CC&N was successful in the litigation, obtaining a settlement of \$2,694,000, which includes real property and mortgages. Directly following the conclusion of the litigation, it was necessary for CC&N to perform the following services:

- Enforcing the judgment obtained in the litigation to attach assets of defendant Kyung Kim;
- Enforcing the Settlement Agreement in order to ensure that all settlement proceeds are paid to the City;

- Appointing a receiver to manage the assets provided by the Ross Family Trust in connection with settlement;
- Negotiating with the developer for the Lynwood Springs project area (contemplated to be Northgate-Gonzalez) to ensure that its financial commitment is sufficient to complete the contemplated development;
- Engaging environmental consultants (e.g., Tetra Tech, Inc.) to perform the necessary investigation and remediation work to clean up Lynwood Springs so that redevelopment can proceed, including with respect to characterizing the nature extent of the contamination at the source property (11600 Long Beach Boulevard, owned by Kyung Kim and Kang Kim);
- Meetings and discussions with the California Department of Toxic Substances Control (“DTSC”) in regard to ongoing free product removal/remediation performed by the City’s former environmental consultant (Gannett Fleming, Inc.); and
- Analyzing issues and potential liabilities associated with relocation of tenants from properties formerly owned by the Ross Family Trust.

Now that the litigation has been resolved, CC&N’s involvement remains essential for completion of the following tasks:

- Negotiating with DTSC to tailor the remediation necessary for addressing the contamination at Lynwood Springs, in order to maximize the amount of settlement funds available for cleanup and development;
- Negotiations with affordable housing developers (currently identified as Amcal) for purposes of developing the areas of the property not being developed by Northgate-Gonzalez;
- Negotiations with Northgate-Gonzalez in regard to completion of the contemplated development, including drafting and negotiation of the agreement that would detail the development being undertaken by Northgate-Gonzalez and Amcal related to Lynwood Springs, including a schedule of performance and other commitments to ensure completion of the proposed development (the “Performance Agreement”);
- Compelling the relocation of tenants of properties formerly owned by the Ross Family Trust, to facilitate Northgate-Gonzalez’s contemplated development; and
- Addressing issues related to compliance with the California Environmental Quality Act (“CEQA”) as the act pertains to the contemplated commercial and residential development of Lynwood Springs.

Work Performed up until to the Suspension of Work

The work described above is the work that was being performed up until the suspension of work. Therefore, the resumption of work will further address the numerous outstanding issues implicated by the bullet-point summaries above.

Mandatory Work Performed During the Suspension

When the City requested that work be suspended for Lynwood Springs, CC&N was able to avoid incurring (or to avoid charging the City for) additional fees associated with Lynwood Springs.

Impact of the Suspension

The predominant impact of the suspension of work was to delay the ongoing resolution of the work described in the bullet-point summaries above which, ultimately, has the effect of delaying the commencement of development.

Requirements for Resumption of Work

CC&N's work can resume immediately without any intermediate steps.

Projected Goals and Workload for 2016 – and Projected Costs

The work projected for 2016 consists of the following:

- Generation of the Term Sheet for the Performance Agreement;
- Negotiating the provisions to be included in the Performance Agreement;
- Development of the proposed remedial approach;
- Assistance with the agreements with DTSC under the California Land Reuse and Revitalization Act (CLRRA) for the investigation and remediation work;
- Commencement of the relocation process for the commercial tenants at the Kim property;
- Compelling Northgate-Gonzalez to complete a traffic study; and
- With the traffic study data, finalization of the project description.
- Projected Costs: \$70,000.

Projected Goals and Workload for 2017 – and Projected Costs

- Negotiation of the Performance Agreement;
- Addressing CEQA requirements relating to the commercial and residential development of Lynwood Springs;
- Completion of the relocation of the commercial tenants at the Kim Property and the residential tenants at the former Trust-held properties;
- Negotiation and resolution of property taxes owed to the County of Los Angeles for the Kim property and for the former Trust-held residential properties;
- Finalization of the agreement for the affordable housing project covering the areas of Lynwood Springs not being developed by Northgate-Gonzalez; and
- Approval of a Remedial Action Plan with DTSC, and the commencement of performance of the Remedial Action Plan.
- Projected Costs: \$120,000.

III. ALAMEDA TRIANGLE PROJECT AREA

There is significant contamination associated with the Alameda Triangle Project Area. Under AB 440 (also known as the “Gatto Act”), municipalities such as the City of Lynwood can compel current and former owners and operators (*i.e.*, potentially responsible parties, or “PRPs”) to investigate and remediate environmental contamination. These rights are similar to the rights that were historically available to redevelopment agencies under the Polanco Redevelopment Act.

CC&N has performed the following tasks in relation to the Alameda Triangle Project Area:

- Engaged environmental consultants to determine the extent of remediation to be performed at the Alameda Triangle Project Area, including the preparation of the Remedial Investigation, Feasibility Study, and Remedial Action Plan;
- Issued demands to PRPs regarding their obligations under the Gatto Act – in order to generate a cleanup fund that can be used for the remediation of the environmental contamination (and to compel the PRPs to complete the remediation process);
- Meetings and negotiations with Edvin Tavanian, the owner of three of the six parcels that make up the Alameda Triangle Project Area, to persuade him to perform certain remediation tasks;
- Meetings and negotiations with the California Department of Transportation (“Caltrans”), which owns two of the six parcels that make up the Alameda

Triangle Project Area, regarding the remediation to be performed at those parcels;
and

- Analysis and preparation of documentation relating to adopting an Interim Control Ordinance to restrict the establishment of new industrial areas in the Alameda Triangle Project Area, pending adoption of the transit-oriented development specific plan.

Now that PRPs have responded to the Gatto Act Notifications and in light of continuing discussions between the City, Caltrans, Edvin Tavanian and the PRPs, CC&N's involvement will be essential with respect to accomplishing the following objectives:

- Enforcing the Gatto Act in order to create a remediation fund for cleaning up the Alameda Triangle Project Area;
- Compelling the PRPs to investigate and fully remediate contamination at the Alameda Triangle Project Area;
- Negotiating with DTSC in order to ensure that cleanup standards are consistent with the contemplated development of the Alameda Triangle Project Area;
- Addressing issues related to compliance with CEQA as the act pertains to any proposed future development; and
- Addressing issues pertaining to the Interim Control Ordinance.

Work Performed up until to the Suspension of Work

The work described above is the work that was being performed up until the suspension of work. Therefore, the resumption of work will further address the numerous outstanding issues implicated by the bullet-point summaries above.

Mandatory Work Performed During the Suspension

When the City requested that work be suspended for Alameda Triangle Project Area, CC&N was able to avoid incurring (or to avoid charging the City for) additional fees associated with the Alameda Triangle Project Area.

Impact of the Suspension

The predominant impact of the suspension of work was to delay the ongoing resolution of the work described in the bullet-point summaries above which, ultimately, delays the commencement development of the Alameda Triangle Project Area.

Requirements for Resumption of Work

CC&N's work can resume immediately without any intermediate steps.

Projected Goals and Workload for 2016 – and Projected Costs

The work projected for 2016 consists of the following:

- Establishing the cleanup standards for the Caltrans parcels in coordination with DTSC and Caltrans;
- Compelling Edvin Tavanian to complete the remediation of his parcels and obtain regulatory closure from EPA;
- Compelling Edvin Tavanian to perform the remediation not otherwise addressed by EPA requirements; and
- Securing the adoption of the Interim Control Ordinance.
- Projected Costs: \$60,000.

Projected Goals and Workload for 2017 – and Projected Costs

- Compelling Caltrans to perform the investigation and remediation work necessary for obtaining regulatory closure for the Caltrans parcels at the Alameda Triangle Project Area;
- Compelling Edvin Tavanian to complete the investigation and remediation work necessary for obtaining regulatory closure for his parcels at the Alameda Triangle Project Area;
- Enforcing the Interim Control Ordinance to restrict the establishment of new industrial areas in the Alameda Triangle Project Area (pending adoption of the transit-oriented development specific plan); and
- Addressing CEQA requirements relating to potential future development of the Alameda Triangle Project Area.
- Projected Costs: \$100,000.



Cox, Castle & Nicholson LLP
555 California Street, 10th Floor
San Francisco, California 94104-1513
P 415.392.4200 F 415.392.4250

Robert P. Dory
415.262.5115
rdory@coxcastle.com

File No. 99999

December 13, 2010

**PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION; ATTORNEY WORK PRODUCT**

Sarah Magana Withers
Director of Redevelopment
City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

Fred Galante
City Attorney
Aleshire & Wynder LLP
18881 Van Karman Av.
Tower 17, Suite 400
Irvine, CA 92612

Re: Engagement

Dear Ms. Withers and Mr. Galante:

It has been our pleasure to meet with you and discuss Lynwood's redevelopment projects and the special counsel services the City of Lynwood Redevelopment Agency ("Agency" or "you") may need as it pursues its projects. It would our firm's pleasure and privilege to work with staff, the City Attorney, and of course the Council/Agency Board and the community to accomplish the Agency's goals.

As follow-up to our recent meetings and discussions, we have prepared this engagement agreement to address the range of special counsel services we recent discussed with Mr. Galante. Based on that discussion, we understand that the Agency wants to focus Cox Castle & Nicholson's work on Plaza Mexico, so we will create a "matter" number for that and a separate "matter" number for general consultation that may be requested in connection with other sites.

In addition to providing the scope of work, time and budget estimates for those two matters, this Agreement also addresses the other terms of our engagement. We apologize for the length and formality of this Agreement, but we believe that it is important that our clients have a clear understanding of Cox Castle & Nicholson's (the "Firm") policies regarding legal services and fees from the inception of our relationship. Moreover, many of the provisions of

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 2

this Engagement Agreement ("Agreement") are required or recommended by California law, the State Bar of California, or the Code of Professional Responsibility of the American Bar Association.

1. Scope of Engagement. By means of this Agreement, the Agency is engaging the Firm to provide special counsel services to assist the Agency and its regular outside counsel with legal issues associated with the investigation, remediation, acquisition, cleanup cost recovery, and related redevelopment issues arising in connection with "brownfield" sites, in particular the Plaza Mexico site. Our initial identification of tasks associated with that tract is provided in Attachment A, and we would anticipate refining that task list through further discussion of priorities and budget resources. As noted above, we will also create a "general consultation" matter for work that is not specific to Plaza Mexico. Subject to our mutual agreement, the Agency could also engage us to perform additional services in the future.

For each of the matters covered by this Agreement, we would endeavor to keep the Agency informed of the progress of those matter and to respond promptly to your inquiries. On its part, the Agency acknowledges the need to provide us with truthful and accurate information, and the need to cooperate and to keep us informed of any developments.

2. Fees and Hourly Rates; Budgeting. Our billing practice is to charge for our legal services, based primarily on the amount of time, including local travel time, devoted to a matter at hourly rates for the particular professionals involved. These hourly rates are generally based upon these professionals' experience, expertise, and standing. Our standard hourly rates generally range from \$295.00 per hour to \$620.00 per hour for our most senior attorneys. Both Preston Brooks and Robert Doty have the same standard rate (\$560.00 per hour for 2010). The Firm appreciates that public agencies are a different market than private sector clients and that they face unique budgetary pressures in the current environment. Accordingly, the Firm would cap our rates at \$465.00 per hour for 2010 and 2011. That represents an approximately 17% discount this year, and likely a discount for 2011 in excess of 20%. We would apply an 8% discount to the rates applicable to any associates or "senior counsel" attorneys who work on the Agency's matters. Billing is in either quarter-hour or tenth-of-an-hour increments.

We are happy to work with the Agency to establish "not to exceed amounts" if the Agency customarily uses that approach when it engages other professionals. We would also work with you to develop and revise budgets periodically as the precise nature of the needed services is defined and/or revised.

We normally treat our hourly rates as guidelines and do not always merely multiply the time by the hourly rate to determine the proper fee. When billing, we review our computer-prepared time records carefully and make appropriate downward adjustments if we feel they are called for under the circumstances. In our experience, this manner of billing is

customary for firms like ours, where work is performed by various professionals, many of whom are specialists in the type of work being undertaken.

We normally charge for all activities undertaken in providing legal services to you under this Agreement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence and other documents; legal research; court and other appearances; including preparation and participation; and telephone calls, including calls with you, other attorneys or persons involved with this matter, and governmental agencies. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will record his or her time spent, and we will review those time entries as part of our monthly review process, making adjustments as warranted to avoid duplication of effort that does not produce corresponding value to the Agency. We will charge for local travel time, but not for out of town travel (nor for airline tickets or local hotel/meal disbursements should travel logistics require Robert Doty to stay overnight).

3. Additional Services and Outside Expenditures. We may provide additional services in-house in connection with our legal representation of you. These in-house additional services typically include photocopying, computerized research, facsimile services, long distance telephone, postage, staff overtime, word processing, and small field expenses for mileage, meals, parking, lodging, and the like. Our practice is to bill these services directly at our usual and customary rates. A summary of our charges for these services is available on request.

Our legal representation may also involve additional services provided by third party vendors outside of the Firm. The Agency will be required either to pay for these outside additional services directly, or to reimburse us if we make payment for these services on its behalf. We sometimes will make payment for, and then bill for reimbursement of smaller items such as filing fees, photocopying by outside copying services, recording fees, messenger services, service of process, and Court fees. When there are substantial expenditures involving outside vendors (such as for depositions, expert witnesses, or exhibit preparation) or substantial out-of-pocket expenditures (such as extended field expenses, large outside copying jobs, or jury fees), we will require either that the Agency pay those sums to us before we expend them, that it provide an advance deposit for such expenditures, or that it directly contract with and pay the outside vendor.

4. Monthly Statements and Payment Terms. Our practice is to send a monthly statement of our charges for legal services and in-house additional services rendered and for reimbursement of payments made on our client's behalf for outside additional services. The detail in the monthly statement will inform you of the nature and progress of our work and

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 4

of the charges and expenditures being incurred. The invoices will correspond to the specific matters created to correspond to particular projects.

Each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge, at the rate of ten percent (10%) per year, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment. Although we reserve that right, we have agreed that it will not invoke without further discussion with and approval by you.

We specifically reserve the right to withdraw from this representation and to cease performing immediately all services if we do not receive full payment of any amounts owed to us within thirty (30) days of any statement.

We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if the Agency should have any question about or objection to a monthly statement, our services, or our charges, then it should raise such issue(s) promptly for discussion. If the Agency objects to only a portion of the charges on a statement, then it agrees to pay the remainder, which will not constitute a waiver of any objection.

5. Advance Deposit for Payments. No advance deposit for payments is required at this time. However, we reserve the right to require an advance deposit for payment of our charges for services and expenditures in the future due to circumstances such as substantial expenditures, imminence of trial or other hearing, or delayed payment of any prior statement.

6. Withdrawal From Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. We encourage our clients to inquire about any matter relating to our engagement agreements or monthly statements which may be in any way unclear or appear unsatisfactory. If you do not meet your obligation of timely payments or deposits under this Agreement, we reserve the right to withdraw from your representation on that basis alone, subject of course to any required judicial, administrative, or other approvals.

This Agreement is also subject to termination by either party upon reasonable notice for any reason. If there were to be such a termination, however, the Agency would remain liable for all unpaid charges for services provided and expenditures advanced or incurred.

7. Duties Upon Termination of Active Representation. Upon termination of our active involvement in a particular matter for which we had previously been engaged, we will have no further duty to inform the Agency of future developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless the

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 5

Agency and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged. If an Agency matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post judgment services (such as recording abstracts, filing judgment liens, and calendaring renewals of judgments) as are expressly agreed to and for the Agency will be obligated to pay.

8. Document Storage Policies. The Firm's policy with regard to documents and other materials at the conclusion of a matter is to maintain them in storage. All documents and other materials in our file may be destroyed or discarded after a period of seven (7) years following the conclusion of the matter without notice. Accordingly, if there are any documents or other materials the Agency wishes to have retrieved from its files at the conclusion of a matter, it will be necessary to advise us of that request to ensure that they are not destroyed.

9. Arbitration. We appreciate the opportunity to serve as the Agency's attorneys and anticipate a productive and harmonious relationship. If you should feel for any reason that there is a problem with the services we have performed or with our charges, we encourage you to bring that to our attention immediately. If we perceive a problem with this representation, we likewise will endeavor to discuss it with the Agency. Most problems should be rectified by communication and discussion. However, a dispute might arise between us which could not be resolved by negotiation. We believe that such attorney-client disputes are most satisfactorily resolved through final and binding arbitration rather than by litigation. Both the United States Supreme Court and the California Supreme Court have endorsed arbitration as an accepted and favored method of resolving disputes, because it is economical and expeditious.

In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Arbitration rules of evidence and procedure are often less formal and less rigid than the rules which apply in Court. Arbitration usually results in a decision much more quickly than proceedings in Court, and the attorneys' fees and other costs incurred by both sides may be substantially less. The Agency is free to discuss the advisability of arbitration with us, or with its regular outside counsel or any of its other advisors, and to ask any questions which it may have.

By signing this Agreement, we both agree that, in the event of any dispute or claim arising out of or relating to this Agreement, our relationship, our charges, or our services (including but not limited to disputes or claims regarding professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud, or violation of any statute (hereinafter referred to as "Professional Claims")), **SUCH DISPUTE OR CLAIM SHALL BE RESOLVED BY SUBMISSION TO FINAL AND BINDING ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA, BEFORE A RETIRED JUDGE OR JUSTICE. BY AGREEING TO ARBITRATE, YOU WAIVE ANY RIGHT YOU HAVE TO A COURT OR JURY TRIAL.** Venue with regard to any ancillary proceedings arising out of such dispute or

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 6

claim shall also be in Los Angeles County. We will attempt to agree upon a single arbitrator, who will decide the dispute or claim. If we are unable to mutually agree on a retired judge or justice, to serve as the sole arbitrator, then either party may petition a court of competent jurisdiction to appoint a retired judge or justice to serve as sole arbitrator. The fees of the arbitrator will be paid initially equally by both the Firm and you. However, the arbitrator shall have the right to order either party to pay all fees and costs as part of his award.

In arbitration, we shall both be entitled to conduct discovery in accordance with the provisions of the California Code of Civil Procedure, but either of us may request that the arbitrator limit the amount or scope of such discovery and, in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

The arbitrator shall decide the matter in accordance with the applicable law. Any error in law by the arbitrator or in application of the law shall be deemed in excess of the arbitrator's authority. Any such error in law may be reviewed *de novo* by the Superior Court upon a Petition to Vacate or Confirm the arbitration award and may thereafter be appealed as with any other judgment. The provisions of the California Arbitration Act shall govern this arbitration.

Under California law, the Agency has the right, if it desires, to request arbitration of any fee dispute before an arbitrator or panel of arbitrators selected by a local bar association or the State Bar ("Bar Arbitration") and a trial *de novo* in court (which is a new trial without regard to the prior decision or knowledge by the court of the prior decision) if dissatisfied with the result. If the Agency requests a Bar Arbitration, the law provides that evidence of any claim of malpractice or professional misconduct (i.e. Professional Claims) is admissible only concerning the fees or costs in dispute and that the Bar Arbitrators shall not award any affirmative relief in the form of damages, offset or otherwise on account of such claim.

By signing this Agreement, the Agency agrees that if a Bar Arbitration is conducted, that Bar Arbitration or any trial *de novo* in Court thereafter shall determine only the issue of the amount of fees properly chargeable, if any, and that such Bar Arbitration or trial *de novo* in Court thereafter shall have no effect on the provisions set forth above which require arbitration before a retired judge or justice of any Professional Claims. Any such Professional Claims shall be solely determined in an arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration or trial *de novo* thereafter. This agreement to arbitrate the Professional Claims is separate from the agreement to arbitrate claims related to any fee dispute, and if arbitration of a fee dispute is determined to be invalid, the agreement and right to arbitrate the Professional Claims shall not be deemed to be invalid.

10. Consent to Electronic Communications. In order to improve efficiency in this matter, we intend to use advanced communications devices (e.g., email, document transfer by computer, cellular telephones, and facsimile transfers). The use of such devices under current

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 7

technology may place the Agency's confidences and privileges at risk. However, we believe the effectiveness involved in use of these devices outweighs the risk of accidental disclosure. By signing this letter, the Agency acknowledges its consent to the use of these devices.

11. Disclaimer of Guarantee. Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of any matter are expressions of opinion only. If we should provide an estimate of the fees and costs which may be incurred in connection with our representation of the Agency, it is important that the Agency understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be. We will work with you to establish realistic "not to exceed" amounts, to complete tasks within them and/or revise them as warranted, but "not to exceed" amounts are not guarantees or agreements as to the ultimate level of effort or fees associated with completion of a particular task unless they are expressly stated to be guaranteed maximums.

12. Future Matters. Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent the Agency shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

13. Conflicts and Consents to Representations of Other Parties. Our undertaking to represent the Agency in matters described in this Agreement will not generally act as a bar so as to prevent the Firm from representing any existing or future client with respect to a claim, litigation or transaction adverse to the Agency or the City of Lynwood, so long as in the course of our representation of the Agency we have not obtained any information that would be adverse to your interests with respect to such claim, litigation or transaction.

More specifically, this letter will confirm that the Firm has disclosed to the Agency that the Firm represents a broad array of clients across the full spectrum of issues affecting real property, including but not limited to zoning, land use, and entitlements. We have disclosed to you one such current matter. The Firm represents M + D Properties and 3000 E. Imperial, LLC in connection with certain property owned by them in Lynwood and elsewhere in California, and Preston Brooks has worked extensively with M + D on issues affecting the development of their properties, including but not limited to advice in connection with the purchase of the 3000 E. Imperial Highway property, and litigation against Robertshaw Controls Company and Whittaker Corporation in connection with contamination emanating from that site. Robert Doty has not worked on that matter, however. Inasmuch as the M + D matter has been on-going for some time such that any interruption of our work for M + D would be prejudicial to them, we ask the Agency to confirm specifically that (1) nothing in this engagement with the

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 8

Agency will prevent the firm from continuing its work on behalf of M + D and (2) neither the Agency nor the City of Lynwood will seek to disqualify the Firm from representing M + D.

Apart from that specific matter, we have advised you that clients of the Firm are active in many municipal jurisdictions throughout California, so the Firm may, now or in the future, represent entities or individuals that own, acquire, or seek to develop land within Lynwood. In the event that those individuals or entities seek governmental approvals from the Agency and/or the City of Lynwood, the Agency and the City consent to our representation of these individuals or entities in connection with these approvals or actions; provided, however, that with the exception of the M + D matter, the attorneys directly involved in representing the Agency will not represent those other clients in seeking approvals from the Agency or City. In other words, nothing in our representation under this Agreement shall prevent the Firm from representing landowners or other applicants within the Agency's or the City's jurisdiction. If one of these potential future representations were to involve litigation against the Agency or City, we would consult with the Agency and/or the City to resolve such conflict through the use of ethical walls or other appropriate, similar means.

14. Client. The Firm's client for the purpose of our representation is only the person or entity identified in this Agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any parent, brother-sister, their officers, directors, agents, or employees.

* * *

If this Agreement correctly sets forth the Agency's understanding of the scope of the services to be rendered to you by Cox, Castle & Nicholson LLP and if all of the terms set forth in this Engagement Letter are satisfactory, then please sign the original of the letter and return it so that we will be engaged as your legal counsel. Please also sign the enclosed copy of this letter and retain it for your records. If the scope of services described is incorrect or if the terms set forth are not satisfactory, please let us know in order that we can discuss either aspect.

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 9

We look forward to working with you and thank you once again for the opportunity to be of service.

Very truly yours,

COX, CASTLE & NICHOLSON LLP

Robert P. Doty and Preston W. Brooks

RPD/PWBse

The undersigned has read and understands the above Agreement, and accepts and agrees to all of its terms and conditions.

CITY OF LYNWOOD REDEVELOPMENT AGENCY

January 18, 2011
December 18, 2010

SARAH MAGANA WITHERS
DIRECTOR OF REDEVELOPMENT

CITY OF LYNWOOD WITH RESPECT TO THE
CONFLICT WAIVER/CONSENT PROVISION

January
December 18, 2010

CITY ATTORNEY

Date

Aide Castro, Mayor

ATTACHMENT A: INITIAL ANTICIPATED SCOPE OF WORK

I. Plaza Mexico Extension

1. **Technical Strategy:** Confer with the technical consultants and likely developer regarding the extent of investigation and remediation work necessary for the anticipated land uses; assist with development of a regulatory agency strategy to secure approval for a remediation plan sufficient to permit redevelopment to proceed and to support cost recovery; assist with development of a detailed task list and schedule for implementation of the technical/regulatory strategy.

Most of the work here is a matter of consultation regarding documents generated by technical consultants. We would not expect to generate significant amounts of formal written work product beyond a memoranda summarizing the strategy and/or responding to discrete inquiries.

2. **Monitor and Enforce On-Going Remediation:** Monitor properties within the project area that are about to undergo remediation; evaluate strategies against the Responsible Party ("RP") performing the investigation and remediation; determine scope of remediation and impact on redevelopment in project area; work with technical consultants to evaluate redevelopment opportunities, including type of buildings and timing of redevelopment, in connection with remediation footprint and timing; enforce lapses by RPs not performing remediation effectively and/or timely (short of litigation).

3. **Cost Recovery Strategy:** Confer with technical consultant regarding site use history research and identification of PRPs; evaluate available information concerning "as if clean" values and other PRP assets, if any; evaluate technical information potentially linking PRPs to the contamination to assess the viability of litigation with those PRPs; in consultation with the Agency's regular counsel, evaluate Agency's ability to employ eminent domain in tandem or in parallel with statutory and common law theories (e.g., Polanco, CERCLA/RCRA, nuisance); assist the Agency and its regular counsel with preparation of a detailed task list and schedule for execution of the cost recovery strategy.

4. **CEQA:** In conjunction with the Agency's regular counsel, evaluate the CEQA issues associated with the remediation process and develop a CEQA compliance strategy (and task list) for use by the Agency and the regulatory agency; coordinate that strategy with any pre-existing CEQA strategy.

5. **ENA:** Confer/Negotiate regarding ENA with developer to address cost-sharing/funding and associated issues. The deliverable here would be an ENA or similar agreement jointly prepared by the Agency's regular counsel, CCN as special counsel, and the

Sarah Magana Withers
Fred Galante
December 13, 2010
Page 11

developer's counsel. With respect to M+D Properties, Inc., this would require a conflict waiver letter executed by both M +D and the Agency.

6. **Time Estimate:** 60 to 120 days.

7. **Budget Estimate:** \$35,000 to \$100,000 depending on the amount of technical information to be reviewed, the site use history and regulatory background information, the status of development-related plans and pre-existing CEQA materials, and the level of effort by other involved counsel.

8. **Cost Recovery Litigation:** Prepare a task list, time line, and budget (to be prepared during the same initial evaluation process).

II. General Consultation

1. **Program Documents:** Confer with Staff and the Agency's regular counsel regarding toxics/brownfield issues at other redevelopment project sites and/or associated with updating various program documents: general and specific plan, redevelopment project area plans, and the CEQA document(s) associated with updates/modifications to those program documents
2. **Time/Budget Estimates:** To be developed after further consultation to clarify the contours of this effort.

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This Agenda contains a brief general description of each item to be considered. Copies of the staff reports or other written documentation relating to each item of business referred to on the Agenda are on file in the Office of the City Clerk and are available for public inspection. Any person who has a question concerning any of the agenda items may call the City Manager at (310) 603-0220, ext. 200.

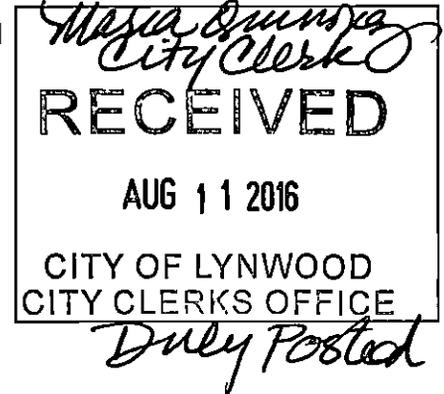
Procedures for addressing the Members of the Authority

IN ORDER TO EXPEDITE LYNWOOD UTILITY AUTHORITY BUSINESS, WE ASK THAT ALL PERSONS WISHING TO ADDRESS THE AUTHORITY FILL OUT A FORM PROVIDED AT THE DOOR, AND TO TURN IT IN TO THE SECRETARY PRIOR TO THE START OF THE MEETING. FAILURE TO FILL OUT SUCH A FORM WILL PROHIBIT YOU FROM ADDRESSING THE MEMBERS OF THE AUTHORITY IN THE ABSENCE OF THE UNANIMOUS CONSENT OF THE AUTHORITY.

AGENDA ITEMS ON FILE FOR CONSIDERATION
AT THE REGULAR MEETING OF

THE LYNWOOD UTILITY AUTHORITY
TO BE HELD ON AUGUST 16, 2016

6:00 P.M.
COUNCIL CHAMBERS
11330 BULLIS ROAD, LYNWOOD, CA 90262



EDWIN HERNANDEZ
PRESIDENT

AIDE CASTRO
VICE PRESIDENT

SALVADOR ALATORRE
MEMBER

MARIA T. SANTILLAN-BEAS
MEMBER

JOSE LUIS SOLACHE
MEMBER

EXECUTIVE DIRECTOR
J. ARNOLDO BELTRÁN

FINANCE DIRECTOR
AMANDA HALL

SECRETARY
MARIA QUINONEZ

TREASURER
GABRIELA CAMACHO

DAVID A. GARCIA
AUTHORITY COUNSEL

OPENING CEREMONIES

1. **CALL TO ORDER**
2. **ROLL CALL OF MEMBERS**
 - Salvador Alatorre
 - Maria T. Santillan-Beas
 - Jose Luis Solache
 - Aide Castro
 - Edwin Hernandez
3. **CERTIFICATION OF AGENDA POSTING BY SECRETARY**

PUBLIC ORAL COMMUNICATIONS

(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS

THIS PORTION PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE LYNWOOD UTILITY AUTHORITY ON ITEMS WITHIN THE JURISDICTION OF THE LYNWOOD UTILITY AUTHORITY AND NOT LISTED ON THE AGENDA. IF AN ITEM IS NOT ON THE AGENDA, THERE SHOULD BE NO SUBSTANTIAL DISCUSSION OF THE ISSUE BY THE LYNWOOD UTILITY AUTHORITY, BUT LYNWOOD UTILITY AUTHORITY MEMBERS MAY REFER THE MATTER TO THE STAFF OR SCHEDULE SUBSTANTIVE DISCUSSION FOR A FUTURE MEETING.

(The Ralph M. Brown Act, Government Code Section 54954.2 (a).)

CONSENT CALENDAR

All matters listed under the Consent Calendar will be acted upon by one motion affirming the action recommended on the agenda. There will be no separate discussion on these items prior to voting unless members of the Authority or staff request specific items be removed from the Consent Calendar for separate action.

4. **MINUTES OF PREVIOUS MEETINGS:**
 - Regular Meeting – February 2, 2016
 - Regular Meeting – June 21, 2016

NEW/OLD BUSINESS

5. **APPROVAL OF BOND SALE PLAN FOR THE PROPOSED LYNWOOD UTILITY AUTHORITY ENTERPRISE REFUNDING REVENUE BONDS, SERIES 2016A**

Comments:

The Authority currently has outstanding its \$9,755,000 Lynwood Utility Authority Enterprise Revenue Bonds, 2008 Series A (the "2008 Bonds"), and its \$5,735,000 Lynwood Utility Authority Enterprise Refunding Revenue Bonds, 2009 Series A

(the "2009 Bonds"). The bonds are eligible for refinancing, which will allow the City to reduce its annual debt service payments.

To carry out the refinancing (refunding), the City proposes to issue its Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A via a Public Sale. At present, considering current market rates and all fees and costs, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding. (FIN)

Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority approve Staff's proposed Bond Plan for the upcoming sale of the Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

ADJOURNMENT

The Lynwood Utility Authority meetings will be posted as needed. The next meeting will be held in the Council Chambers of City Hall, 11330 Bullis Road, City of Lynwood, California.



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable President and Members of the Lynwood Utility Authority

APPROVED BY: J. Arnaldo Beltrán, Chief Administrative Officer *JAB*

PREPARED BY: Maria Quinonez, Authority Secretary *MQ*
Daryl Betancur, Executive Assistant to City Clerk *DB*

SUBJECT: Lynwood Utility Authority Minutes

Recommendation:

Staff recommends the Lynwood Utility Authority, approve the following minutes:

- Regular Meeting – February 2, 2016
- Regular Meeting – June 21, 2016

Background: N/A

Discussion & Analysis: N/A

Fiscal Impact: N/A

Coordinated with: N/A



**LYNWOOD UTILITY AUTHORITY
REGULAR MEETING
February 2, 2016**

The Lynwood Utility Authority of the City of Lynwood met in a regular meeting in the Council Chambers, 11330 Bullis Road on the above date at 7:57p.m.

President Hernandez presiding.

Members Alatorre, Santillan-Beas, Solache, Vice President Castro and President Hernandez were present.

Also present were Executive Director J. Arnoldo Beltrán, Authority Counsel Garcia, Secretary Quinonez, Interim Deputy Secretary Betancur and City Treasurer Camacho.

Secretary Quinonez announced that the Agenda had been duly posted in accordance with the Brown Act.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

NONE AGENDA PUBLIC ORAL COMMUNICATIONS

NONE

CONSENT CALENDAR

Item #4. MINUTES OF PREVIOUS MEETINGS:
Regular Meeting – July 7, 2015

MOTION: It was moved by Vice President Castro, seconded by Council Member Alatorre and carried by unanimous vote to approve the minutes as presented. Motion carried by the following roll call vote:

ROLL CALL

AYES: MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND
PRESIDENT HERNANDEZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

NEW/OLD BUSINESS

Item #5. ADOPTION OF THE RESOLUTION APPROVING THE APPOINTMENT OF MISSION TRAIL ADVISOR, LLC TO MANAGE THE REFUNDING OF THE 2008 SERIES ENTERPRISE REVENUE BONDS.

Item No. 5 was heard in conjunction with item No. 20 on the regular City Council agenda.

MOTION: It was moved by Vice President Castro, seconded by Member Santillan-Beas and carried by unanimous vote to approve the minutes as presented. Motion carried by unanimous consent by a vote of 5-0.

ROLL CALL

AYES: MEMBERS ALATORRE, SANTILLAN-BEAS, SOLACHE, CASTRO AND PRESIDENT HERNANDEZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

RESOLUTION NO. 2016.001 ENTITLED:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING THE APPOINTMENT OF MISSION TRAIL ADVISOR, LLC ("MTA") TO MANAGE THE REFUNDING OF THE 2008 SERIES A ENTERPRISE REVENUE BONDS

RESOLUTION NO. 2016.002 ENTITLED:

RESOLUTION OF THE LYNWOOD UTILITY AUTHORITY APPROVING THE APPOINTMENT OF MISSION TRAIL ADVISOR, LLC ("MTA") TO MANAGE THE REFUNDING OF THE 2008 SERIES A ENTERPRISE REVENUE BONDS

ADJOURNMENT

Having no further discussion, it was moved by Vice President Castro, seconded by Member Solache to adjourn the Lynwood Utility Authority meeting at 7:59 p.m. and reconvene to the regular City Council meeting. Motion carried by unanimous consent.

Edwin Hernandez, President

Maria Quiñonez, Secretary

**LYNWOOD UTILITY AUTHORITY
REGULAR MEETING
June 21, 2016**

The Lynwood Utility Authority of the City of Lynwood met in a regular meeting in the Council Chambers, 11330 Bullis Road on the above date at 6:17 p.m.

President Hernandez presiding.

Members Alatorre, Santillan-Beas, Solache, Vice President Castro and President Hernandez were present.

Also present were Executive Director J. Arnoldo Beltrán, Authority Counsel Garcia, Secretary Quiñonez, Executive Assistant to City Clerk Betancur and City Treasurer Camacho.

Secretary Quinonez announced that the Agenda had been duly posted in accordance with the Brown Act.

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NONE

NONE-AGENDA PUBLIC ORAL COMMUNICATIONS

NONE

PUBLIC HEARING

Item #4. ADOPTION OF THE FY 2016-17 LYNWOOD UTILITY AUTHORITY
BUDGET

MOTION: It was moved by Vice President Castro, seconded by Member Alatorre to hear item No. 4 in the Lynwood Utility Authority agenda in conjunction with item No. 8 public hearing on the regular City Council agenda. Motion carried by unanimous consent.

ADJOURNMENT

Having no further discussion, it was moved by Vice President Castro, seconded by Member Alatorre to adjourn the Lynwood Utility Authority meeting at 6:19 p.m. and reconvene to the regular City Council meeting. Motion carried by unanimous consent.

Edwin Hernandez, President

Maria Quiñonez, Secretary



AGENDA STAFF REPORT

DATE: August 16, 2016

TO: Honorable Mayor and Members of the City Council
Honorable President and Members of the Lynwood Utility Authority

APPROVED BY: Arnoldo Beltran, City Manager/Executive Director *JB*

PREPARED BY: Amanda Hall, Director of Finance *AH*

SUBJECT: Approval of Bond Sale Plan for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A

Recommendation:

Staff recommends that the City Council and the Lynwood Utility Authority approve Staff's proposed Bond Plan for the upcoming sale of the Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

Background:

The Authority currently has outstanding its \$9,755,000 Lynwood Utility Authority Enterprise Revenue Bonds, 2008 Series A (the "2008 Bonds"), and its \$5,735,000 Lynwood Utility Authority Enterprise Refunding Revenue Bonds, 2009 Series A (the "2009 Bonds"). The bonds are eligible for refinancing, which will allow the City to reduce its annual debt service payments.

To carry out the refinancing (refunding), the City proposes to issue its Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A via a Public Sale. At present, considering current market rates and all fees and costs, the City and Authority can expect to save approximately \$120,000 per year from the proposed refunding.

Discussion and Analysis: The City has the option to use the expected savings to reduce the annual costs of the Authority, or to leverage the savings for new bonds and use the additional bond proceeds to fund new projects. Securing the additional funding will not increase the terms remaining nor the debt service. The added funds result from the considerable reduction in interest rates (from 5.06% to 2.98%). The table below summarizes the two options:

Bond Sale Plan	Sell Refunding Bonds Only	Sell Refunding & New Money Bonds
Total Bonds Sold*	\$11,405,000	\$13,930,000
Reduction in Annual Debt Service*	\$120,000	\$0
New Money for Projects*	\$0	\$2,900,000

* Preliminary estimate. Subject to change due to actual market conditions at time of bond sale.



Staff recommends that the City and Authority authorize the Bond Sale Plan that includes the sale of new money bonds for the proposed Lynwood Utility Authority Enterprise Refunding Revenue Bonds, Series 2016A Public Sale.

Fiscal Impact:

Approval of the proposed Bond Sale Plan means that the expected savings of \$120,000 per year from the proposed refunding would be leveraged to pay for debt service on the new money bonds, resulting in no net fiscal impact from the bond sale.