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 Council Regular Meeting
TO BE HELD ON

June 16, 2020

During the teleconference meeting, we ask all the public participating to please mute their device. Please advise the City Clerk of your intention to make a comment during public oral communication. Lines will be unmuted to allow you to make your comments, if any. If interpretation services are needed, please dial (310) 372-7549; conference code 673120. Duly Posted 6/12/20 by MQ.

TELECONFERENCE VIA WEBEX- participate by using one of the following numbers (213) 306-3065, (720) 650-7664, (206) 207-1700. Connect by using code 621 669 609; password 5969

6:00 PM

1. CALL TO ORDER

2. CERTIFICATION OF AGENDA POSTING BY CITY CLERK

3. ROLL CALL OF COUNCIL MEMBERS

   Aide Castro, Mayor
   Jorge Casanova, Mayor Pro Tem
   Salvador Alatorre, Council Member
   Marisela Santana, Council Member
   Jose Luis Solache, Council Member

4. PLEDGE OF ALLEGIANCE

5. INVOCATION

6. PRESENTATIONS/PROCLAMATIONS

   • 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:

   • Lynwood Housing Authority

PUBLIC ORAL COMMUNICATIONS
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).)

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.

8. APPROVAL OF THE WARRANT REGISTER

Comments:
The City of Lynwood warrant register dated June 16, 2020 for FY 2019-2020. (FIN)

Recommendation:
Staff recommends that the City Council of the City of Lynwood approve the warrant register dated June 16, 2020 for FY 2019-2020.

9. WE COUNT LA CENSUS CAR CARAVAN

Comments:
The City Council will consider participating in a Census Caravan on June 17, 2020, to promote and further encourage Lynwood residents to complete the 2020 Census questionnaire in order to maximize participation within the City's hard-to-count areas. (CD)

Recommendation:
Staff recommends that the City Council adopt the attached resolution entitled "A Resolution of the City Council of the City of Lynwood, County of Los Angeles, State of California authorizing a Census Car Caravan on June 17, 2020, in collaboration with "SELA" and "WE COUNT LA" to promote and further encourage Lynwood residents to complete Census questionnaires in order to maximize participation in a Hard to Count (HTC) Community."

10. SENIOR CENTER CONGREGATE AND HOME-DELIVERED MEAL PROGRAM

Comments:
The City of Lynwood contracts with Human Services Association (HSA) to provide its Congregate Meal Program and the Home-Delivered Meal Program. The current two (2) year term contract with HSA is set to expire on June 30, 2020. HSA is the authorized meal provider for the County's Mid-Gateway Cities Service Area - which includes THE City of Lynwood. In 2017, the Los Angeles County Department of Community & Senior Services placed County cities in distinct service areas for Congregate Meal programs and Home-Delivered Services with a different authorized meal providers for each service area. Staff is requesting approval of a one-year agreement with the authorized service provider for our area. (REC)

Recommendation:
Staff recommends that the City Council adopt the attached resolutions entitled:

1. "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING
A ONE-YEAR AGREEMENT WITH HUMAN SERVICES ASSOCIATION FROM JULY 1, 2020 THROUGH JUNE 30, 2021 IN THE AMOUNT NOT-TO-EXCEED $40,000 FOR THE SENIOR NUTRITION PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.


11. CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION CONFIRMING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER IN RESPONSE TO THE DECLARATION OF A LOCAL EMERGENCY

Comments:
On May 27 & June 11, 2020 the Lynwood City Manager issued a fifth & sixth public order to apply additional measures as the situation has evolved. In accordance with the Lynwood Municipal Code, any Public Orders issued by the City Manager is to be ratified by the City Council. (CM)

Recommendation:
It is recommended that the City Council adopt a Resolution confirming the two public orders issued by the City Manager in response to the declaration of a local emergency.

12. RESOLUTION IN SUPPORT OF THE "8 CAN'T WAIT" INITIATIVE

Comments:
Recent police-involved fatalities of unarmed Black Americans have brought issues of police reform into the national spotlight and policy makers are calling for major changes to police conduct.

Members of the Los Angeles County Board of Supervisors are calling for the LA County Sheriff and the 46 local police departments across Los Angeles County to implement the "8 Can't Wait" Initiative within their own policies; an initiative introduced by Campaign Zero to reduce police brutality. (CM)

Recommendation:
Approve a resolution in support of the "8 Can't Wait" initiative created by Campaign Zero.

13. RESOLUTION IN SUPPORT OF AB 1196 (GIPSON) - WHICH SEEKS TO ELIMINATE THE USE OF CHOKEHOLDS AND CAROTID RESTRAINTS STATEWIDE BY LAW ENFORCEMENT

Comments:
AB 1196 will create a uniform statewide policy on carotid restraints and ensure that this procedure can no longer be improperly applied on Californians. (CM)

Recommendation:
Approve a resolution in support of AB 1196 (Gipson) - which seeks to eliminate the use of chokeholds and carotid restraints statewide by law enforcement.

14. FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE COMPLETION OF A REMEDIAL ACTION PLAN BY RAMBOLL FOR THE 11600 LONG BEACH BOULEVARD SITE AREA EXTENDING THE TERM OF THE AGREEMENT

Comments:
The Lynwood City Council will consider approving a First Amendment to an existing Professional Services Agreement with Ramboll, an independent contractor, extending the term of the Agreement for the completion of a Remedial Action Plan for the property located at 11600 Long Beach Boulevard. (CD)

**Recommendation:**
Staff recommends that the City Council adopt the following resolution entitled: 
“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR THE COMPLETION OF A REMEDIAL ACTION PLAN RELATED TO THE PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $155,866 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID PROFESSIONAL SERVICES AGREEMENT.”

15. **FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL, INC. EXTENDING THE TERM OF THE AGREEMENT**

**Comments:**
The Lynwood City Council will consider a First Amendment to an existing Professional Services Agreement with Ramboll, an independent contractor, extending the term of the Agreement to complete a Remedial Action Plan for the City-controlled properties within the Alameda Triangle. (CD)

**Recommendation:**
Staff recommends that the City Council adopt the following resolution entitled: 
“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR ENVIRONMENTAL STUDIES AND SERVICES REQUIRED TO PROCEED WITH PROPOSED AFFORDABLE HOUSING PROJECT(S) AT A LOCATION COMMONLY KNOWN AS THE ALAMEDA TRIANGLE EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $57,000.”

16. **FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR ENVIRONMENTAL SERVICES RELATED TO A 90-DAY SOIL VAPOR EXTRACTION PILOT TEST AT 11600 LONG BEACH BOULEVARD SITE AREA EXTENDING THE TERM OF THE AGREEMENT**

**Comments:**
The Lynwood City Council will consider approval of a First Amendment to an existing Professional Services Agreement with Ramboll, an independent contractor, extending the term of the Agreement to continue the required environmental remediation services for 11600 Long Beach Boulevard. (CD)

**Recommendation:**
Staff recommends that the City Council adopt the following resolution entitled: 
“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR ENVIRONMENTAL SERVICES RELATED TO A 90-DAY SOIL VAPOR EXTRACTION PILOT TEST AT PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $54,000 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID PROFESSIONAL SERVICES AGREEMENT.”
17. ADOPTION OF RESOLUTION, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL EARLY ACTION PLANNING GRANTS PROGRAM FUNDS

Comments:
The City Council will consider adopting a resolution for the submittal of a Local Early Action Planning (LEAP) Grant application to the California State Department of Housing and Community Development, in the amount of $300,000, for the purpose of assisting in the funding of the preparation and adoption of planning documents and process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of regional housing needs assessment. (CD)

Recommendation:
Staff recommends that the City Council adopt the following resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS."

NEW/OLD BUSINESS

18. INTENTION TO LEVY AND COLLECT DELINQUENT AND ANNUAL REFUSE CHARGES ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021 AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS)

Comments:
Prior to delinquent charges being placed on the property tax roll, property owners will be notified of the City's intent to levy and collect delinquent charges on the property tax bill; be given an opportunity to object and protest at a public hearing; and given an opportunity to pay the delinquent and unpaid charges. Qualifying charges are those charges that have remained delinquent and unpaid for 60 days or more. Both property owners and account holders will be given an opportunity to pay the delinquent charges to avoid such charges to appear on the County tax roll.

In addition to delinquent garbage and rubbish charges, staff recommends placing annual charges on rubbish and garbage collection on the property tax rolls. Property owners will be notified of the amount of charges and of the City's intent to place such charges on their property tax. Property owners will be given an opportunity to protest and object at a public hearing.

The purpose of this item is to initiate the process to place the delinquent and annual charges relating to garbage and rubbish services on the property tax rolls. (PW)

Recommendation:
Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD OF ITS INTENTION TO LEVY AND COLLECT ANNUAL REFUSE CHARGES AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS) FOR THE FIRST TIME IN FISCAL YEAR 2020-2021 ON THE COUNTY TAX ROLL AND AUTHORIZING AND DIRECTING THE COUNTY ASSESSOR TO INCLUDE DELINQUENT RESIDENTIAL REFUSE BILLS FROM WASTE RESOURCES, INC. (WRI) AS A SPECIAL ASSESSMENT TO BE COLLECTED AT THE SAME TIME AND IN THE SAME MANNER AS COUNTY TAXES AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS AS JULY 7, 2020."

19. INTENTION TO LEVY AND COLLECT DELINQUENT CHARGES IN CONNECTION WITH WATER, SANITATION, STORM DRAIN OR SEWER SYSTEM ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021 AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS)

Comments:
Prior to delinquent charges being placed on the property tax roll, property owners will be notified of the City’s intent to levy and collect delinquent charges on the property tax bill; will be given an opportunity to object and protest at a public hearing; and will be given an opportunity to pay the delinquent and unpaid charges. Qualifying charges are those charges that have remained delinquent and unpaid for 60 days or more.

The purpose of this item is to initiate the process to place these delinquent charges and penalties on the property tax rolls. (PW)

Recommendation:
Staff recommends that the City Council adopt the attached resolution entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD OF ITS INTENTION TO LEVY AND COLLECT DELINQUENT CHARGES AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS) IN CONNECTION WITH ITS WATER, SANITATION, STORM DRAINAGE, OR SEWER SYSTEM ON THE TAX ROLL FOR FISCAL YEAR 2020-21 AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS AS JULY 7, 2020.”

CITY COUNCIL ORAL AND WRITTEN COMMUNICATION

ADJOURNMENT

THE NEXT REGULAR MEETING WILL BE HELD ON JULY 7, 2020 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE CITY HALL ANNEX, 11350 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.
DATE:       June 16, 2020

TO:        Honorable Mayor and Members of the City Council

APPROVED BY:    Jose E. Ometeotl, City Manager

PREPARED BY:  John Downs, Director of Finance
              Lilly Hampton, Senior Accounting Technician

SUBJECT:     APPROVAL OF THE WARRANT REGISTER

Recommendation:

Staff recommends that the City Council of the City of Lynwood approve the warrant register dated June 16, 2020 for FY 2019-2020.

Background:

N/A

Discussion and Analysis:

N/A

Fiscal Impact:

N/A

Coordinated With:

City Manager
City Attorney

ATTACHMENTS:
  Description
    Warrant Run 6 16 20
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City of Lynwood

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### Electronic Financial Transaction List

**City of Lynwood**

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City Council Regular Meeting - Page 12 of 140
Electronic Financial Transaction List
City of Lynwood

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## Prepaid-Check List

**City of Lynwood**

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24 Vouchers for bank code: apbank

Bank total: 90,062.22

Total vouchers: 90,062.22
### Prepaid-Check List
City of Lynwood

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**105 Vouchers for bank code: apbank**

**Bank total:** 1,437,874.44
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Michelle Ramirez, Director of Community Development

SUBJECT: WE COUNT LA CENSUS CAR CARAVAN

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING A CENSUS CAR CARAVAN ON JUNE 17, 2020, IN COLLABORATION WITH "SELA" AND "WE COUNT LA" TO PROMOTE AND FURTHER ENCOURAGE LYNWOOD RESIDENTS TO COMPLETE CENSUS QUESTIONNAIRES IN ORDER TO MAXIMIZE PARTICIPATION IN A HARD TO COUNT (HTC) COMMUNITY."

Background:

Every 10 years the United States undertakes the task of counting the entire population to better understand growth trends and to what degree resources are needed to manage and assist its ever increasing population. The count is mandated by the Constitution and conducted by the U.S. Census Bureau, a nonpartisan government agency. The 2020 Census counts the population in all 50 states, the District of Columbia, and five U.S. territories (Puerto Rico, American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, and the U.S. Virgin Islands). Each home will receive an invitation to respond to a short questionnaire via online, by phone, or by mail. Due the rise in technology, this will be the first year it is anticipated 85% of the census surveys will be completed online. Originally, the active period to participate in the 2020 Census count was from March 12, 2020 until June 30, 2020; however, due the COVID-19 outbreak, the planned outreach strategy to the community has been heavily restricted and as this has been a problem nationally, the deadline for collecting census data has been extended to October 31, 2020.

The Census Bureau has designated Lynwood as a Hard-to-Count community (HTC). This means there is a high percentage of Lynwood residents that are less likely to respond without intensive outreach and assistance. As of June 1, 2020, 55% of Lynwood residents have submitted the Census questionnaire to date.

Discussion and Analysis:
The City acknowledges the challenge to get an accurate count due to the unwillingness of certain Lynwood residents to participate whether it is an issue of citizenship, language barriers, homelessness, or other factors that discourage and or complicates one’s ability to be counted. As a counter to these impediments, staff has optimized the use of social media, including the City’s website, to disseminating information about the 2020 Census in hopes of helping our community understand why it is important to fill out the survey and be counted.

Census Caravan
The “We Count LA” campaign is aligning its census efforts with national organizations and their outreach activities in June. This means countywide, regional co-conveners will be organizing Census Caravans on June 17th to encourage the participation and completion of the census questionnaire in the City’s lowest responding census tracts. Media coverage is expected with the intended message to be sent from the southeast region is multi-partner, multi-city unity on the importance of the census count.

In order to inform the City’s HTC areas about the importance of being counted, staff is requesting authorization to participate in the countywide Census Caravan to create an opportunity for residents to become aware and reminded to complete the census questionnaire. City Officials, staff, Community Based Organizations (CBO’s), and community leaders are encouraged to participate in the Census Caravan. Staging and decorating of the cars is anticipated between 2:30 p.m. and 4:00 p.m. with the caravan running through the City’s HTC areas from 4:00 p.m. to 6:00 p.m. As part of the event, staff is requesting a monetary appropriation of $500 from the unappropriated general fund balance for car decorations and snacks for those participating in the proposed 2020 Census event.

Fiscal Impact:

Funding for this project was not included in the Fiscal Year 2019-20 budget; therefore, the attached resolution includes a budget adjustment in the amount of $500 from the unappropriated general fund balance.

Coordinated With:

City Manager’s Office
City Attorney
Finance & Administration Services
Recreation & Community Services

ATTACHMENTS:

Description
Attachment A - Resolution
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING A CENSUS CAR CARAVAN ON JUNE 17, 2020, IN COLLABORATION WITH “SELA” AND “WE COUNT LA” TO PROMOTE AND FURTHER ENCOURAGE LYNWOOD RESIDENTS TO COMPLETE CENSUS QUESTIONNAIRES IN ORDER TO MAXIMIZE PARTICIPATION IN A HARD TO COUNT (HTC) COMMUNITY

WHEREAS, every 10 years the United States undertakes the task of counting its entire population to better understanding growth trends and to what degree resources are needed to manage and assist its ever increasing population; and

WHEREAS, the count is mandated by the Constitution and conducted by the U.S. Census Bureau, a nonpartisan government agency; and

WHEREAS, the Census counts the population in all 50 states, the District of Columbia, and five U.S. territories (Puerto Rico, American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, and the U.S. Virgin Islands); and

WHEREAS, the 2020 Census will mark the 24th time that the country has counted its population since 1790; and

WHEREAS, the originally scheduled active period to participate in the 2020 Census count was March 12, 2020 until June 30, 2020; and

WHEREAS, due the COVID-19 outbreak, the planned outreach strategy to the community has been heavily restricted and as this has been a problem nationally, the deadline for collecting census data has been extended to October 31 2020; and

WHEREAS, based on the Census Bureau, the City of Lynwood is designated as a Hard-to-Count community (HTC), which means there is a high percentage to Lynwood residents that are less likely to respond without intensive outreach and assistance; and

WHEREAS, as of June 1, 2020, approximately 55% of Lynwood residents have completed the census questionnaire; and

WHEREAS, the “We Count LA” campaign is aligning its census efforts with national organizations and their outreach activities in June. This means countywide, regional co-conveners will be organizing Census Caravans on June 17, 2020, to encourage the participation and completion of the census questionnaire in the City’s lowest responding census tracts; and
WHEREAS, in order to inform Lynwood's HTC community about the importance of being counted, staff is requesting authorization to participate in the countywide Census Caravan to create an opportunity for residents to become aware and reminded to complete the census questionnaire; and

WHEREAS, City Officials, staff, Community Based Organizations (CBO's), and Community leaders are invited to participate in the caravan. Staging and decorating of the cars is anticipated between 2:30 p.m. and 4:00 p.m. with the caravan running through the City's HTC areas from 4:00 p.m. to 6:00 p.m.; and

WHEREAS, the City acknowledges the challenge to get an accurate count due to the unwillingness of certain Lynwood residents to participate whether it is an issue of citizenship, language barriers, homelessness, or other factors that discourage and or complicates one's ability to be counted; and

WHEREAS, the estimated cost for event expenditures is $500; and

WHEREAS, the City finds that events to promote a complete count of Lynwood’s HTC population is in the best interest of the City and therefore approval to participate in the caravan and requested funding is in order.

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

Section 1: The City Council approves the participation in the “We County La Census Car Caravan” and authorizes the appropriation of $500 of unappropriated general fund balance for the purpose of covering costs associated with this 2020 Census event.

Section 2. The Fiscal Year 19-20 Budget is hereby amended by appropriating as follows:

<table>
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<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Div.</th>
<th>Object</th>
<th>Description</th>
<th>Amount</th>
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<td></td>
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<tr>
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<td>51</td>
<td>815</td>
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<td>2020 Census Events</td>
<td>$500</td>
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</table>

Section 3. The City Council hereby authorizes the City Manager or his designee to take necessary steps, including the execution of agreements and other related documents as needed to undertake the implementation of this 2020 Census event at a cost not to exceed $500.

Section 4. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

________________________________________
Aide Castro
Mayor

ATTEST:

_______________________________
Maria Quinonez
City Clerk

APPROVED AS TO FORM:  

_______________________________
Noel Tapia
City Attorney

APPROVED AS TO CONTENT:

_______________________________
Jose Ometeotl
City Manager
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Mark Flores, Director of Recreation & Community Services
Jose Trejo, Deputy Director of Recreation & Community Services

SUBJECT: SENIOR CENTER CONGREGATE AND HOME-DELIVERED MEAL PROGRAM

Recommendation:

Staff recommends that the City Council adopt the attached resolutions entitled:


Background:

The City of Lynwood contracts with Human Services Association (HSA) to provide its Congregate Meal Program and the Home-Delivered Meal Program. The current two (2) year term contract with HSA is set to expire on June 30, 2020. HSA is the authorized meal provider for the County’s Mid-Gateway Cities Service Area - which includes THE City of Lynwood. In 2017, the Los Angeles County Department of Community & Senior Services placed County cities in distinct service areas for Congregate Meal programs and Home-Delivered Services with a different authorized meal providers for each service area. Staff is requesting approval of a one-year agreement with the authorized service provider for our area.

Discussion and Analysis:

HSA is the County-approved provider for the Service Area covering the City of Lynwood. As the authorized
provider for Lynwood, HSA also has the established experience and knowledge to successfully operate this
deducted-funded program. The County of Los Angeles has recently granted HSA a one-year contract extension
through June 30, 2020, ensuring that Lynwood area seniors can continue to receive nutritious and healthy meals at
HSA operated nutrition sites. Due to the onset of COVID-19 and the County’s recent contract extension with
HSA, staff is seeking a new, one-year agreement with HSA to align with the County timeline. The City’s expiring
contract with HSA does not have provisions for extension options nor stipulations for month-to-month continuance.

The City’s meal program continues to be active during the COVID-19 pandemic and has increased the number of
seniors receiving meals (from senior clients enrolled in the Congregate Meal and Home Delivered Meal
programs) on a weekly basis from an original average of 460/week to 954/week. Through this program, the City
stands to benefit by continuing to offer the Lynwood Senior Meals program, which provides approximately 15,900
meals annually at the Senior Center, plus an additional 11,000 meals to homebound seniors. Without these
services, some of our most vulnerable seniors (including the older seniors and functionally impaired seniors) may
not receive nutritionally balanced meals and safety checks on a regular basis.

As the County’s authorized provider for the Lynwood area and for the reasons stated within this report, staff
respectfully requests that the City Council waive the formal bid procedures; adopt the attached resolutions - by
4/5ths vote - authoring the City Manager to enter into a new, one (1) year agreement with Human Services
Association and approving funding to continue providing meal services to Lynwood seniors. Section 6-3.13 of the
Lynwood Municipal Code states:

6-3.13 Exceptions:
   a. Any provisions of this section to the contrary notwithstanding, no competitive bidding of any kind
   (whether through informal open market procedures or through formal noticed procedures) shall be
   required to purchase supplies, equipment, routine or professional/special services under any of the
   following circumstances:

      1. When an emergency requires that an order be placed with the most available source of supply;
      or
      2. When the supplies, equipment, services or contract could be obtained from only one
         source; or
      3. If the city council shall find, by resolution adopted by not less than four-fifths (4/5) of its
         members, that such an acquisition may be more economically and efficiently effected through the
         use of an alternate procedure; or
      4. When the city is seeking a contract for garbage collection.

Fiscal Impact:

The value of the contract is not-to-exceed $40,000. The funding for this program is to be included in the proposed
FY 2020/2021 Recreation Department budget.

Coordinated With:

Finance Department
City Attorney’s Office

Attachments:

• A – Draft Contract
ATTACHMENTS:
  Description
  ☐ Reso - HSA Agreement Authorization
  ☐ RESO - HSA Agreement Funding 061620
  ☐ Attachment A - HSA Draft Contract 061620
RESOLUTION No.________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD APPROVING A ONE-YEAR AGREEMENT WITH HUMAN SERVICES ASSOCIATION FROM JULY 1, 2020 THROUGH JUNE 30, 2021 IN THE AMOUNT NOT-TO-EXCEED $40,000 FOR THE SENIOR NUTRITION PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

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 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, on July 17, 2018, the City Council approved Resolution 2018.120 awarding a two-year contract to Human Services Association to provide congregate and home-delivered meal services; and

WHEREAS, said contract is set to expire on June 30, 2020; and

WHEREAS, HSA is the meal provider designated by the Los Angeles County Department of Community & Senior Services for the implementation of Elderly Nutrition Program services in the Lynwood area; and

WHEREAS, the City desires to utilize the services of HSA to continue providing meal services for the City’s senior nutrition meals program that would utilize Federal and State funds to provide said services; and

WHEREAS, HSA has consistently and successfully provided this service to Lynwood seniors for the last twelve years and has also been well received by Lynwood seniors as a whole; and

WHEREAS, the City benefits by continuing to offer the Lynwood Senior Meals program through HSA to ensure that the service to Lynwood seniors is provided without interruption during the COVID-19 pandemic.

WHEREAS, Lynwood Municipal Code Section 6-3.13 entitled “Exceptions” provides that the City’s competitive bidding requirements are not required when the supplies, equipment, services or contract could be obtained from only one source.

WHEREAS, City staff requests that the City Council waive the City’s formal bidding requirements pursuant to the City’s sole source exception because HSA is the meal provider designated by the Los Angeles County Department of Community & Senior Services for the implementation of Elderly Nutrition Program services in the Lynwood area.
NOW, THEREFORE, the City of Lynwood does hereby find, order, and resolve as follows:

Section 1. The City Council for the City of Lynwood finds and declares that the forgoing recitals are true and correct, and incorporates said recitals fully into this Resolution as substantive findings.

Section 2. That the City Manager is authorized to execute a one (1) year agreement with HSA from July 1, 2020 through June 30, 2021, for an estimated annual total contract not-to-exceed $40,000; as approved as to form by the City Attorney.

Section 3. An appropriation in the amount of $40,000.00 is to be included in the proposed FY2020/2021 Senior Division operation budget to cover costs for the Senior Nutrition Meals Program.

Section 4. This resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2020.

Aide Castro, Mayor

ATTEST:

Maria Quinonez, City Clerk
Jose Ometeotl, City Manager

APPROVED AS TO FORM: APPROVED TO CONTENT:

Noel Tapia
Mark Flores, Director
City Attorney
Recreation & Community Services
RESOLUTION No.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD
AUTHORIZING THE FINANCE DIRECTOR TO DESIGNATE THE CDBG-CV FUNDS
APPROVED IN THE AMENDED FISCAL 2015-2020 CONSOLIDATED PLAN FOR THE
SENIOR NUTRITION PROGRAM TO THE DESIGNATED RECREATION
DEPARTMENT BUDGET LINE ITEM

WHEREAS, the City of Lynwood should seek funding wherever possible to fund vital community services, such as, senior services; and

WHEREAS, the U.S. Department of Housing and Urban Development made available supplemental CDBG funding (CDBG-CV grant) to the City; and

WHEREAS, the Lynwood City Council approved an amended Five-Year Consolidated Plan to use COVID-CV funding to support the Senior Nutrition Program for Fiscal Year 2020/2021 in the amount of $50,000, and

WHEREAS, the funds will support the provision of meal services to Lynwood seniors and corresponding budget to be included in the Senior Division Budget for FY 2020/2021.

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

Section 1. The City Council for the City of Lynwood finds and declares that the forgoing recitals are true and correct, and incorporates said recitals fully into this Resolution as substantive findings.

Section 2. The City Council hereby approves the expenditure of $50,000 to provide for the senior nutrition meal program.

Section 3. The City Manager or his designee is authorized to carry out any necessary transactions as so ordered by this resolution.

Section 4. The Finance Department is authorized to appropriate the CDBG-CV grant funds - for the Senior Nutrition Program - within the FY 2020/2021 Recreation Department budget.

Section 5. This resolution shall take effect immediately upon its adoption.
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

__________________________
Aide Castro, Mayor

ATTEST:

__________________________  _________________________ _
Maria Quinonez  Jose E. Ometeotl
City Clerk  City Manager

APPROVED AS TO FORM:  APPROVED AS TO CONTENT:

__________________________
Noel Tapia  Mark Flores, Director
City Attorney  Recreation & Community Services
SENIOR NUTRITION MEAL PROGRAM AGREEMENT

This agreement ("Agreement") is made as of June 16, 2020 by and between the **City of Lynwood**, a municipal corporation ("City") and Human Services Association, a private non-profit agency ("Contractor") with its principal place of business at 6800 Florence Avenue, Bell Gardens, California 90201. City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the City has consistently offered its senior citizens a nutritional meals program consisting of congregate meals and home delivered meals pursuant to the provisions of the Older Americans Act (OAA) and the Older Californians Act (OCA);

WHEREAS, the City has historically provided certain said services through a non-profit agency that has been approved by the Los Angeles County Community and Senior Services (CSS) to provide Elderly Nutrition Programs (ENP) with Federal and State grant funds; and

WHEREAS, the City desires to utilize the services of Contractor to provide meal services for the City’s senior nutrition meals program (hereinafter referred to as “Program”) that would utilize Federal and State funds to provide said services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, on June 16, 2020 the Lynwood City Council authorized the City Manager, or designee, to enter, execute and administer this Contract.

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

1. **Meals Provider Services.**

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

   B. **Time of Performance.** Contractor 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 commence on July 1, 2020 (the “Commencement Date”) and shall terminate on June 30, 2021 (the “Termination Date”), unless sooner terminated pursuant to the provisions of this Agreement.
3. **Compensation.**

   A. City agrees to compensate Contractor 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 total number of meals served.

   B. The maximum amount of this Contract is $40,000 for the one-year period running from July 1, 2020 through June 30, 2021. The total maximum amount is conditioned on the continuing availability of funds or the amount budgeted by the City Council for such meal services in Fiscal Year 2020/2021 of the City during the life of this Agreement.

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:  Mr. Jose Ometeotl, City Manager

   **Contractor**
   
   Human Services Association
   6800 Florence Avenue
   Bell Gardens, CA 90201
   Attn: Darren Dunaway, Associate Director

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 (two (2) 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 OF LYNWOOD**

By: ______________________________   _________

Professional Services Agreement No. ####### – Human Services Association
HUMAN SERVICES ASSOCIATION

By: _______________________________  ______________________________
    Darren Dunaway, Associate Director  Date

ATTEST:

By: ______________________________  ______________________________
    Maria Quinonez, City Clerk  Date

APPROVED AS TO FORM:

By: ______________________________  ______________________________
    Noel Tapia, City Attorney  Date

APPROVED AS TO CONTENT:

By: ______________________________  ______________________________
    Mark Flores, Director
    Recreation & Community Services Department
Exhibit A
Scope of Services and Time of Performance

Scope of Work

Contractor will provide congregate and home delivered meals service for the City of Lynwood senior citizens lunch program. Contractor will abide by all applicable county, state and federal nutrition regulations pertaining to both congregate and home delivered meal services within the City of Lynwood.

A site manager shall be provided to supervise food service in the designated City lunch room. An administrator shall also be provided to work from the company base to ensure compliance of Contractor obligations to this contract. Both site manager and administrator rates of pay are to be incurred by Contractor.

Congregate Meals Services shall be provided at the following location: 11329 Ernestine Avenue, Lynwood, CA 90262.

Home Delivered Meals shall be provided to the names and addresses of program participants identified to Contractor by the City.

Special Events

The Senior Center holds a variety of special luncheons and special events throughout the year for seniors in celebration of holiday events and special days. Contractor will work with the Senior Center Manager to ensure a County approved themed meal in the amount required will be available for the special luncheons and dinners.

Time of Performance

Congregate Meals Services - Meals service are to be provided Monday through Friday from 11:30 a.m. to 12:30 p.m. Contractor will deliver and setup food services to ensure meals are ready to serve by the start of the lunch hour. It is the responsibility of Contractor to ensure that meals are properly prepped and ready to serve by the start of the 11:30 a.m. lunch hour. Contractor will conduct the daily clean up of the kitchen facility used to serve meals. The facility should be properly cleaned no later 1:30 p.m.

Home Delivered Meals Services - Meals will be delivered Monday through Friday from 10:30 a.m. to 1:30 p.m. Participants who sign up for home delivered meals services will be notified of their approximate delivery time upon enrolling in home delivered meals services.

The following holidays are to be excluded from meals services: New Years Day, Martin Luther King Day, Presidents Day, Cesar Chavez Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, and
Christmas Day.

**Cost of Service**

Contractor will charge the City for meals in the following manner:
- $1.25 per each congregate meal
- $1.25 per each home delivered meal
- A “Special Event” meal schedule and menu will be provided to the City for the special luncheons and dinners. City will be charged a flat rate per meal based on specific meal items and services.

Suggested voluntary donation of $2.25 shall remain in effect through the term of the contract. Contractor will ask participants to make a voluntary donation however meals will be provided to participants irrespective of the donation.
EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor 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. Contractor agrees to pay all required taxes on amounts paid to Contractor 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 Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Meals Provider, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

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


A. Contractor 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 Contractor, 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 Contractor other than those specified in Exhibit A, or those so assigned in writing to Contractor by the City Manager or his/her designee.

B. The Recreation & Community Services Department of the City shall, until further notice to Contractor, administer this Agreement and provide for immediate supervision of the Contractor with respect to the services to be provided hereunder.
3. Indemnification.

A. Contractor 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 Contractor to perform said services and duties.

B. City and its respective elected and appointed boards, officials, agents, employees and volunteers (individually and collectively, "Indemnites") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, defend, protect and hold harmless Indemnites 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 Indemnites may suffer or incur or to which Indemnites 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 Contractor’s performance or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Contractor, its agents, officers, directors, subcontractors, 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. Contractor 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 Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required in this Section, Contractor 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 Indemnites 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 coverage which may have been required under this Agreement or any additional insured endorsements which may extend to City.

4. Insurance.

A. Without limiting Contractor’s indemnification of Indemnites pursuant to Section 3 of this Agreement, Contractor 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 Contractor 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 Contractor or Contractor employees will use personal autos in any way on this project, Contractor 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 policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor 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 insured’s 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 insured’s 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. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Contractor 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. Contractor’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 Contractor’s insurance and shall not contribute with it.

G. Contractor agrees that if it does not keep the aforementioned said 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 Contractor’s and the cost of such insurance may be deducted, at the option of City, from payments due to Contractor.

5. **Confidentiality.** Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor’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 Contractor 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 Contractor.

7. **Conflict of Interest.**

   A. Contractor 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 Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor 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. Contractor 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 Contractor. Contractor’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.** Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

10. **Financial Condition.** Prior to entering into this Agreement, Contractor 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, Contractor shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Contractor 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 Contractor after review and shall not be retained by City.

11. **Non-Discrimination and Equal Employment Opportunity.**

   A. Contractor 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Meals Provider 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. Contractor 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.** Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor’s obligations hereunder, without the prior written consent of City, and any attempt by Contractor 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, the City Manager may require a written annual administrative performance evaluation 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. If any noncompliance with the Agreement is found, City may direct Contractor to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. **Compliance with Laws.** Contractor 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 Contractor 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 Contractor to comply with this Section.

15. **Licenses.** At all times during the term of this Agreement, Contractor 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 Contractor 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 Contractor, 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 Contractor.

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 Meals Provider’s regular business hours or by facsimile before or during Contractor’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 Contractor 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 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 Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Jose Ometeotl, City Manager
Shanell Shipe, Assistant to the City Manager

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO ADOPT A RESOLUTION CONFIRMING CERTAIN ACTIONS COMPLETED BY THE CITY MANAGER IN RESPONSE TO THE DECLARATION OF A LOCAL EMERGENCY

Recommendation:

It is recommended that the City Council adopt a Resolution confirming the two public orders issued by the City Manager in response to the declaration of a local emergency.

Background:

On March 16, 2020, the Lynwood City Council declared a local emergency in response to the emerging threats to the public’s health and safety related to the COVID-19 pandemic. On March 16, April 2 & 10 and May 8, 2020 the Lynwood City Council also issued four Public Orders to help reduce the spread of COVID-19 in the City.

Discussion and Analysis:

On May 27 and June 11, 2020 pursuant to the powers set forth at LMC Section 2-18.4(a), the Lynwood City Manager issued public orders to apply additional measures as the situation has evolved. In accordance with the Lynwood Municipal Code, all Public Orders issued by the City Manager must be confirmed by the City Council.

Fiscal Impact:

The fiscal impact is unknown at this time. The City Manager’s Office will provide a report within 60 days after the
City Council's action.

**Coordinated With:**

City Attorney's Office

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
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<td>Fifth Public Order</td>
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<td>Sixth Public Order</td>
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<td>Resolution Regarding Public Order Confirmation</td>
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Fifth Public Order Under City of Lynwood Emergency Authority

Issue Date: May 27, 2020

Subject: Amended Emergency Measures to Address COVID-19

The novel coronavirus pandemic is a global emergency that is unprecedented in modern history. Profoundly impacting our daily lives, it has inspired Lynwood residents to respond with courage, compassion, wisdom and resolve to overcome this crisis and help each other.

In a short period of time and at an unprecedented scale, residents in every community have embraced urgent social distancing best practices and aggressive hygienic precaution, not just to protect themselves, but to protect others. Lynwood residents understand with exceptional clarity that there is only one way to get through this difficult moment: together.

The City’s recent emergency orders — curtailing large public gatherings; temporarily closing many government facilities; closing bars and entertainment venues; prohibiting restaurants from serving to dine-in customers while permitting take-out, delivery and drive-thru; and a ban on evictions of residential and commercial tenants who cannot pay rent due to financial impacts caused by COVID-19 — have been followed with a willing and generous spirit.

While we have previously taken strong action, now the City must adopt amended emergency measures as we proceed through recovery and still work to limit the spread of COVID-19.

With this virus, we are still safer at home.

Accordingly, by virtue of authority vested in me as City Manager of the City of Lynwood pursuant to the provisions of the Lynwood Municipal Code, Chapter 2, Section 18-4 to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency, I hereby declare the following order to be necessary for the protection of life and
property and I hereby order, effective 12:01 a.m. on May 28, 2020, until the end of the local emergency period, that:

All retail establishments, including those in indoor and outdoor shopping centers, can open for business at 50% capacity; flea markets, and swap meets can also resume operations subject to the social distancing requirements outlined in the City’s previous Orders.

Pools, hot tubs and saunas that are in a multiunit residence or part of a homeowners association can open.

The following business types are still NOT able to open at this time.
- Bars and nightclubs
- Gyms and fitness centers
- Movie theaters
- Live entertainment venues, banquet halls, festival spaces, etc.
- Community centers

Gatherings of people not from the same household are still prohibited, except for faith-based services and in-person protests.

People 65 or older and all people with underlying health conditions should remain in their residences as much as possible, health experts say. People in these categories should leave their residences only to seek medical care, exercise or obtain food or other necessities. Telecommuting should continue as much as possible.

Currently, dine-in restaurants and food trucks are free to operate with takeout and delivery only and non-essential retail can offer curb-side pick-up.

Businesses that plan to reopen are required to follow state guidance. Barber shops as well as hair and nail salons are now permitted to operate in Lynwood and are required to follow state guidance.

State guidance for dine-in restaurants:

State guidance for shopping centers:

State guidance for retail:

State guidance for places of worship and providers of religious services and cultural ceremonies:

State guidance for hair salons and barbershops:
To the extent that this Order is in conflict with earlier Orders, this Order shall supersede the others.

Due to the evolving situation with the potential spread of the COVID-19 virus, violations of these operational restrictions may result in the immediate closure of individual businesses and establishments to all business activity. Furthermore, pursuant to Lynwood Municipal Code Chapter 3 Section 6.3, it is unlawful to commit any act forbidden by this public order. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the Lynwood Municipal Code including violating this or any other public order may be guilty of a misdemeanor, which is punishable by a fine or imprisonment.
Sixth Public Order Under City of Lynwood Emergency Authority

Issue Date: June 11, 2020

Subject: Amended Emergency Measures to Address COVID-19

The novel coronavirus pandemic is a global emergency that is unprecedented in modern history. Profoundly impacting our daily lives, it has inspired Lynwood residents to respond with courage, compassion, wisdom and resolve to overcome this crisis and help each other.

While we have previously taken strong action, now the City must adopt amended emergency measures as we proceed through Stage 3 of Recovery and still work to limit the spread of COVID-19.

With this virus, we are still safer at home.

Accordingly, by virtue of authority vested in me as City Manager of the City of Lynwood pursuant to the provisions of the Lynwood Municipal Code, Chapter 2, Section 18-4 to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency, I hereby declare the following order to be necessary for the protection of life and property and I hereby order, effective 12:01 a.m. on June 12, 2020, until the end of the local emergency period, that:

In accordance with the Five Stage Reopening process, the following businesses are now allowed to reopen.

- Restaurants and Cafés, including for interior Dining
- Gyms and fitness centers;
- Day camps;
- Outdoor recreation such as swimming pools;
- Hotels for leisure travel.

The State of California issued new guidance documents giving each business or activity adequate opportunity to create reopening plans.
To the extent that this Order is in conflict with earlier Orders, this Order shall supersede the others.

Due to the evolving situation with the potential spread of the COVID-19 virus, violations of these operational restrictions may result in the immediate closure of individual businesses and establishments to all business activity. Furthermore, pursuant to Lynwood Municipal Code Chapter 3 Section 6.3, it is unlawful to commit any act forbidden by this public order. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the Lynwood Municipal Code including violating this or any other public order may be guilty of a misdemeanor, which is punishable by a fine or imprisonment.

If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions or applications of this Order.
RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, CALIFORNIA
CONFIRMING A PUBLIC ORDER ISSUED UNDER THE CITY’S EMERGENCY AUTHORITY

WHEREAS, the City Council of the City of Lynwood is responding to the spread of
coronavirus disease 2019, a respiratory illness that international, national, state, and local health
and governmental authorities are responding to an outbreak of the respiratory disease caused by
a novel coronavirus, also known and abbreviated as COVID-19, (“COVID-19”); and

WHEREAS, while the complete medical origins and implications of COVID-19 are not yet
fully understood, reported symptoms and illnesses from COVID-19 range from mild to severe,
including fever, coughing, shortness of breath, and illnesses resulting in death; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) has stated that
certain populations face elevated risk; and

WHEREAS, CDC has also stated that widespread transmission of COVID-19 would
translate into large numbers of people needing medical care at the same time and other critical
infrastructure may also be affected; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency
Committee of the World Health Organization declared the outbreak a “public health emergency
of international concern”;

WHEREAS, on January 31, 2020, the U.S. Department of Health and Human Services
declared a public health emergency to aid the nation’s healthcare community in responding to
COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and
Department of Public Health declared a local emergency and local public health emergency to
aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 4, 2020, State of California Governor Gavin Newsom proclaimed a
State of Emergency as a result of the threat of COVID-19 in the State of California to make
additional resources available, formalize emergency actions already underway across multiple
state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 11, 2020, the Director-General of the World Health Organization
characterized COVID-19 outbreak as a pandemic; and

WHEREAS, on March 12, 2020, Governor Newsom issued Executive Order N-25-20. The
Governor stated, among other things, that despite sustained efforts, COVID-19 remains a threat
and further efforts are needed to control the spread of the virus; that local officials may issue
guidance limiting or recommending limitations upon attendance at public assemblies,
conferences, or other mass events; and that individuals exposed to COVID-19 may be unable to
work, may experience a loss of income, health care, medical coverage, and the ability to pay for
housing and basic needs. The Governor ordered, among other things, that residents are to heed
orders of state and local health officials, including social distancing measures; and that provisions
of state law relating to disability insurance, unemployment insurance, emergency medical
services, taxes, medical facilities, and public meetings, are modified during this emergency; allows local or state legislative bodies to hold meetings via teleconference and to make meetings accessible electronically; and allows local and state emergency administrators to act quickly to protect public health; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national emergency and that the federal government would make $50 billion in emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, as of May 12, 2020, the Los Angeles County Department of Public Health reported thirty-three thousand one hundred eighty (33,180) confirmed cases of COVID-19 and one thousand six hundred thirteen (1,613) deaths within Los Angeles County; and

**WHEREAS**, as of March 15, 2020, CDC issued an interim guidance for large events and mass gatherings, recommending that for the next eight (8) weeks, in-person events that consist of fifty (50) people or more throughout the United States be postponed or canceled, with examples of large events and mass gatherings to be conferences, festivals, parades, concerts, sporting events, weddings, and other types of assemblies; and

**WHEREAS**, as of March 15, 2020, Governor Newsom amended his previous orders, including, directing the home isolation of all seniors who are sixty-five (65) years and older and those with chronic conditions; directed the closure of bars, nightclubs, and wineries/breweries in the State of California until further notices as these were identified as “non-essential functions” under the circumstances; and

**WHEREAS**, as of March 16, April 2 & 10 and May 8, 2020, the City Council of the City of Lynwood adopted Public Orders to apply City Measures in response to this COVID-19 pandemic; and

**WHEREAS**, the City Council of the City of Lynwood will amend the public order adopted on May 8th to apply additional measures as the situation has evolved; and

**WHEREAS**, without a specific vaccine or treatment for this disease, social distancing is the most effective and readily available tool to slow the spread of novel COVID-19; and

**WHEREAS**, Article XI Section 7 of the California Constitution provides the City of Lynwood with broad police powers to enact laws and policies to protect the public health, safety and welfare within its jurisdictional limits; and

**WHEREAS**, the City of Lynwood remains vigilant with federal, state, and county official updates related to COVID-19 because information, orders, and directives continue to change daily; and

**WHEREAS**, the COVID-19 pandemic has caused, and will continue to cause, conditions of extreme peril to persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, requiring the combined forces of other agencies or political subdivisions to combat; and
WHEREAS, on May 27 and June 11, 2020, the City Manager issued public orders pursuant to powers and duties delegated to the City Manager pursuant to Chapter 2, Section 18 of the Lynwood Municipal Code regarding matters reasonably related to the protection of life and property as affected by the declared local emergency; and

WHEREAS, Chapter 2, Section 18 of the Lynwood Municipal Code requires the City Council to confirm the City Manager’s public order at the earliest practicable time following the issuance of the public order.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

SECTION 1: The City Council of the City of Lynwood hereby finds and declares that the foregoing recitals are true and correct, and incorporates them herein as findings and as a substantive part of the attached public order.

SECTION 2: The City Council adopt this Resolution confirming the attached public orders.

SECTION 3: The City Clerk shall attest and certify to the passage and adoption of this Resolution and ratification of the attached public order.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Resolution and attached public order is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution and attached public orders. The City Council declares that it would have adopted this Resolution and attached public orders, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Resolution and attached public orders are declared to be severable.


_______________________________________________________________
Aide Castro, Mayor

ATTEST:

_______________________________________________________________
Maria Quinonez, City Clerk
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Shanell Shipe, Assistant to the City Manager

SUBJECT: RESOLUTION IN SUPPORT OF THE "8 CAN'T WAIT" INITIATIVE

Recommendation:

Approve a resolution in support of the "8 Can't Wait" initiative created by Campaign Zero.

Background:

Recent police-involved fatalities of unarmed Black Americans have brought issues of police reform into the national spotlight and policy makers are calling for major changes to police conduct. For decades, systemic racism, implicit bias, and excessive use of force have resulted in the disproportionate killing of black men and women by police.

Across the nation, people are rising up to say that they have had enough of the senseless killing of unarmed black men and women at the hands of the police. Members of the Los Angeles County Board of Supervisors are calling for the LA County Sheriff and the 46 local police departments across Los Angeles County to implement the "8 Can't Wait" Initiative within their own policies; an initiative introduced by Campaign Zero to reduce police brutality. This initiative will cause those law enforcement agencies to evaluate their own use of force policies and update them to make meaningful progress in preventing the use of unnecessary lethal force by their officers.

The men and women who go into law enforcement perform very significant responsibilities, under difficult and often dangerous circumstances, including enforcing our nation's laws, preserving the peace, and preventing and responding to crime and terrorism, while adhering to the policies that are put in place while protecting people in the communities in which they serve. Police are able to do their jobs most effectively when there is trust between them and the communities they serve and protect.

Discussion and Analysis:

Police violence is distributed disproportionally, with black people being 3 times more likely to be killed by police than their white counterparts. This violence, in practice, is justified by legal and administrative policies that govern
how and when police can use force against civilians. In theory, police departments establish rules regarding the use of force, which include the expectation and power to discipline officers who fail to uphold the department’s standards.

Instead, many police departments fail to establish common sense restrictions on police use of force – including deadly force – that would actually benefit the communities they are supposed to protect and serve.

Even though black Americans make up 13% of the U.S. population, they account for 26% of all people who were shot and killed by police from 2015 to 2019. While law enforcement agencies play an important role in protecting public safety, it is imperative that reforms be made to protect the lives of civilians that they encounter. Because of this, the anti-police brutality organization Campaign Zero has identified eight reforms to use of force policies that have been shown to reduce the number of officer-involved killings.

1. Requiring officers to intervene to stop another officer from using excessive force.
2. Restricting, or prohibiting, the use of chokeholds, strangleholds, and carotid restraints.
3. Requiring officers to de-escalate situations, when possible, before using force.
4. Using a Force Continuum or Matrix that defines and limits the types of force that can be used to respond to specific types of resistance.
5. Requiring officers to give a verbal warning before using deadly force.
6. Prohibiting officers from shooting at people in moving vehicles unless the person poses a deadly threat by means other than the vehicle.
7. Requiring officers to exhaust all other reasonable alternatives before resorting to using deadly force.
8. Requiring comprehensive reporting that includes both use of force and threats of force.

Each of these 8 reforms was associated with a 15% reduction in police killings for the average police department; all together reducing police violence by 72%. Fundamentally changing use of force polices can dramatically reduce the number of people killed by police in America.

Fiscal Impact:

There is no fiscal impact.

Coordinated With:

City Attorney's Office

ATTACHMENTS:

- Description
- 8 Can't Wait Resolution
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA SUPPORTING THE “8 CAN’T WAIT” INITIATIVE

WHEREAS, the Lynwood City Council is in support of policy changes to protect all citizens and ensuring transparency in law enforcement agencies; and

WHEREAS, the policies reducing violent interactions with police outlined in the “8 Can’t Wait” initiative are a priority for this Council; and

WHEREAS, the Lynwood City Council believes that public trust and confidence in the fair and efficient operation of public safety is vital to the success of this city and believes that adoption of these new policies will contribute to the safety and well-being of the community; and

WHEREAS, recent police-involved fatalities of unarmed Black Americans have brought issues of police reform into the national spotlight and policy makers are calling for major changes to police conduct; and

WHEREAS, members of the Los Angeles County Board of Supervisors are calling for the LA County Sheriff and the 46 local police departments across Los Angeles County to implement the "8 Can't Wait" Initiative within their own policies; an initiative introduced by Campaign Zero to reduce police brutality; and

WHEREAS, while law enforcement agencies play an important role in protecting public safety, it is imperative that reforms be made to protect the lives of civilians that they encounter. Because of this, the anti-police brutality organization Campaign Zero has identified eight reforms to use of force policies that have been shown to reduce the number of officer-involved killings; and

WHEREAS, requiring officers to intervene to stop another officer from using excessive force; restricting, or prohibiting, the use of chokeholds, strangleholds, and carotid restraints; requiring officers to de-escalate situations, when possible, before using force; using a Force Continuum or Matrix that defines and limits the types of force that can be used to respond to specific types of resistance; requiring officers to give a verbal warning before using deadly force; prohibiting officers from shooting at people in moving vehicles unless the person poses a deadly threat by means other than the vehicle; requiring officers to exhaust all other reasonable alternatives before resorting to using deadly force; requiring comprehensive reporting that includes both use of force and threats of force are the eight reforms associated with the initiative; and

WHEREAS, each of these 8 reforms was associated with a 15% reduction in police killings for the average police department; all together reducing police violence by 72%; and
WHEREAS, fundamentally changing use of force polices can dramatically reduce the number of people killed by police in America.

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

Section 1: The Lynwood City Council strongly condemns the killings of George Floyd and Breonna Taylor, and stands against racism, discrimination, and reckless activity within police agencies that lead to such atrocities and erode trust.

Section 2. The City Council stands in solidarity and resolves to work with the LA County Board of Supervisors in pushing to create a more equitable and just City.

Section 3. The City Council is in support of the “8 Can’t Wait” initiative and calls for the LA County Sheriff to adopt the proposed measures within their own policies to ensure fair and efficient operations when dealing with members of the Lynwood community and surrounding areas.

Section 4. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

Aide Castro
Mayor

ATTEST:

Maria Quinonez
City Clerk

APPROVED AS TO FORM:

Noel Tapia
City Attorney

APPROVED AS TO CONTENT:

Jose Ometeotl
City Manager
RESOLUTION IN SUPPORT OF AB 1196 (GIPSON) - WHICH SEEKS TO ELIMINATE THE USE OF CHOKEHOLDS AND CAROTID RESTRAINTS STATEWIDE BY LAW ENFORCEMENT

Recommendation:

Approve a resolution in support of AB 1196 (Gipson) - which seeks to eliminate the use of chokeholds and carotid restraints statewide by law enforcement.

Background:

Assembly Bill 1196 seeks to eliminate the use of chokeholds and carotid artery restraints statewide by law enforcement.

Discussion and Analysis:

AB 1196 will create a uniform statewide policy on carotid restraints and ensure that this procedure can no longer be improperly applied on Californians. The carotid restraint is one of the most commonly used strangleholds. To perform this hold, a peace officer applies pressure on either side of the windpipe—but not on the windpipe itself—to slow or stop the flow of blood to the brain via the carotid arteries. While designed to render subjects unconscious, this hold can go wrong in two main ways: either when improperly applied, or when a subject’s physical disposition—if they suffer from coronary artery disease, for example—makes the hold dangerous or lethal. Simply maintaining restricted blood flow for one minute after the suspect is rendered unconscious can lead to irreversible brain damage.

Fiscal Impact:

There is no fiscal impact.
Coordinated With:

City Attorney

ATTACHMENTS:

- Description
- AB 1196 Fact Sheet
- AB 1196 Resolution
Assembly Bill 1196 seeks to eliminate the use of chokeholds and carotid artery restraints statewide by law enforcement.

The carotid restraint is one of the most commonly used strangleholds. To perform this hold, a peace officer applies pressure on either side of the windpipe—but not on the windpipe itself—to slow or stop the flow of blood to the brain via the carotid arteries.

While designed to render subjects unconscious, this hold can go wrong in two main ways: either when improperly applied, or when a subject's physical disposition—if they suffer from coronary artery disease, for example—makes the hold dangerous or lethal. Simply maintaining restricted blood flow for one minute after the suspect is rendered unconscious can lead to irreversible brain damage.

In the Eric Garner case, NY Commissioner James O’Neill said that the officer’s failure to relax his grip while subduing him triggered a fatal asthma attack. Now with the high profile death of George Floyd in Minneapolis, where a peace officer used his knee to subdue and detain him, it is clear that similar methods of restraining suspects are incredibly risky and should no longer be allowed.

Police Departments in several major cities such as San Diego and San Francisco have already taken steps to prohibit their use but statewide policies regarding neck restraints can vary greatly between both departments and agencies, resulting in a lack of accountability for the officers who use them.

AB 1196 will create a uniform statewide policy on carotid restraints and ensure that this procedure can no longer be improperly applied on Californians.
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA SUPPORTING AB 1196 (GIPSON) - WHICH SEEKS TO ELIMINATE THE USE OF CHOKEHOLDS AND CAROTID RESTRAINTS STATEWIDE BY LAW ENFORCEMENT

WHEREAS, the Lynwood City Council is in support of policy changes to protect all citizens and ensuring transparency in law enforcement agencies; and

WHEREAS, AB 1196 will create a uniform statewide policy on carotid restraints and ensure that this procedure can no longer be improperly applied on Californians; and

WHEREAS, the carotid restraint is one of the most commonly used strangleholds. To perform this hold, a peace officer applies pressure on either side of the windpipe—but not on the windpipe itself—to slow or stop the flow of blood to the brain via the carotid arteries.

WHEREAS, AB 1196 is a priority for this Council; and

WHEREAS, the Lynwood City Council believes that public trust and confidence in the fair and efficient operation of public safety is vital to the success of this city and believes that adoption of this new policy will contribute to the safety and well-being of the community; and

WHEREAS, recent police-involved fatalities of unarmed Black Americans have brought issues of police reform into the national spotlight and policy makers are calling for major changes to police conduct; and

WHEREAS, while law enforcement agencies play an important role in protecting public safety, it is imperative that reforms be made to protect the lives of civilians that they encounter. Because of this, AB 1196 is being introduced to ensure improper restraints can no longer be used on Californians statewide; and

WHEREAS, fundamentally changing use of force polices can dramatically reduce the number of people killed by police in America.

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

Section 1: The Lynwood City Council strongly condemns the killings of George Floyd and Breonna Taylor, and stands against racism, discrimination, and reckless activity within police agencies that lead to such atrocities and erode trust.
Section 2. The City Council understands legislation alone will not heal the wounds George Floyd and other unnecessary deaths has caused, prohibiting the carotid restraint will create uniformity across the state and ensure that it will no longer be improperly applied on Californians.

Section 3. The City Council is in support of AB 1196, which seeks to eliminate the use of chokeholds and carotid restraints statewide by law enforcement.

Section 4. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

__________________________
Aide Castro
Mayor

ATTEST:

__________________________
Maria Quinonez
City Clerk

APPROVED AS TO FORM:                  APPROVED AS TO CONTENT:

__________________________        ________________________
Noel Tapia                        Jose Ometeotl
City Attorney                     City Manager
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Michelle G. Ramirez, Director of Community Development

SUBJECT: FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE COMPLETION OF A REMEDIAL ACTION PLAN BY RAMBOLL FOR THE 11600 LONG BEACH BOULEVARD SITE AREA EXTENDING THE TERM OF THE AGREEMENT

Recommendation:

Staff recommends that the City Council adopt the following resolution entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR THE COMPLETION OF A REMEDIAL ACTION PLAN RELATED TO THE PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $155,866 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID PROFESSIONAL SERVICES AGREEMENT.”

Background:

In 2014, the City of Lynwood was the recipient of a settlement from the owner of 11600 Long Beach Boulevard ("Site"), where underground gasoline storage tanks associated with the former gas station leaked into the groundwater and soil in the area. The gas station closed in 2010, environmental studies were prepared, the tanks were removed three years later, and groundwater monitoring wells were installed throughout the Site. Environmental studies also noted releases of dry cleaner solvents from the release of PCE into the soil sometime between 1963 and the 1980s as well as an additional gasoline-impacted groundwater resulting from leaks at the underground storage tanks at the adjoining 11716 Long Beach Boulevard (U-Haul facility).

To move the remediation process forward, sampling and testing was conducted and the preparation of a draft Redial Action Plan (RAP) for consideration by the California Regional Water Quality Control Board, Los Angeles Region, the lead regulatory agency overseeing cleanup, was completed. The City allocated a portion of the settlement funds and approved a contract with Tetra Tech, Inc. (an environmental consultant) to commence work on the necessary corrective actions mandated by the Regional Water Quality Control Board, pursuant to State Law. However, deliverables outlined in the scope of work were not completed within allotted time and due to the loss of critical staff, the City terminated the
contract and did not extend to complete scope.

On November 6, 2018, the City entered into a Professional Services Agreement ("Agreement") with Ramboll for the completion of the RAP for a not to exceed amount of $155,866. This was done as Ramboll employed several key members of the previous environmental consulting firm who conducted the initial work/remediation and held valuable historical knowledge, which would take a new environmental firm substantial time, money, and resources to evaluate and get up to speed. Due to unforeseen circumstances, including arson and other Site vandalism, the project tasks were not completed within anticipated scheduled timeline.

**Discussion and Analysis:**

Pursuant to Section 25296.10 of the Health and Safety Code, the City is responsible to take certain protective actions to ensure the protection of human health, safety, and the environment stemming from the toxic material released into the soil and groundwater.

Staff desires to get back on track with the remediation activities for the completion of the RAP, and is seeking authorization to execute a First Amendment to the Agreement with Ramboll. Ramboll’s scope of services outlines an engagement period wherein the City would be able to secure groundwater-monitoring reports as well as conduct additional sampling and testing necessary to prepare the RAP for consideration by regulatory agencies. Out of the originally approved $155,866, there is $50,208 of unused funds left that can be used to complete the tasks of the original agreement. Ramboll is requesting additional time to perform necessary tasks to prepare the RAP and complete required public hearings/review period with Water Board and Department of Toxic Substances (DTSC).

These activities would allow for not only compliance with the Regional Water Quality Control Board (RWQCB) and Department of Toxic Substance Control (DTSC) requirements, but contribute to expediting the potential redevelopment of these and nearby properties located within the Lynwood Transit Area Specific Plan district. The City entered into a Memorandum of Understanding with Lynwood Springs LLC to redevelop the Site and several nearby properties in a manner consistent with the Lynwood Transit Area Specific Plan and the remediation of this Site is crucial for future development of the Site and surrounding properties.

**Proposed Extension**

Staff is requesting authorization to execute a First Amendment to the Agreement extending the term of the Agreement to proceed with the completion of the RAP and move said project forward. The unused funds from the original contract ($50,208) will be applied to the Agreement extension from the same funding source, which does not affect the General Fund.

**Fiscal Impact:**

There is no impact to the General Fund. The total cost for these services would not exceed the remaining balance ($50,208) of the originally approved appropriation ($155,866) for the project, which is funded from an appropriation of 11600 Long Beach Boulevard Settlement Fund.

**Coordinated With:**

City Manager’s Office
City Attorney
Finance & Administration Services

**ATTACHMENTS:***

- Attachment A - Resolution
- Attachment B - First Amendment to the Professional Services Agreement
- Attachment C - Scope of Services
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR THE COMPLETION OF A REMEDIAL ACTION PLAN RELATED TO THE PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $155,866 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the City of Lynwood (“City”) has been notified by the Regional Water Quality Control Board, Los Angeles Region, that corrective action must be taken to ensure protection of human health, safety, and the environment due to unauthorized releases of toxic material into the groundwater and soil in the vicinity of 11600 Long Beach Boulevard (“Site”); and

WHEREAS, in 2014, the City reached a settlement with responsible parties and the property owner of 11600 Long Beach Boulevard for purposes of addressing the contamination and acquired funds from said settlement necessary to undertake some of the costs of remediation required; and

WHEREAS, on November 6, 2018, the City approved a Professional Services Agreement (“Agreement”) with Ramboll (“Consultant”) to provide environmental consulting services to the City including but not limited to the completion of a Remedial Action Plan (RAP) and groundwater monitoring for the Site; and

WHEREAS, the total amount of the Agreement was for a not to exceed amount of $155,866, which was allocated from the 11600 Long Beach Boulevard Settlement account, and

WHEREAS, due to unforeseen circumstances, including arson and other site vandalism, the project tasks were not completed within anticipated scheduled timeline; and

WHEREAS, out of the originally approved $155,866, there is $50,208 of unused funds left that can be used to complete the tasks of the original agreement; and

WHEREAS, in an effort to proceed with the completion of the RAP for the Site and to move other environmental aspects of the project forward, the balance of $50,208 is requested herein be carried forward to provide the needed resources to compensate Consultant for said services; and
WHEREAS, the tasks outlined in Agreement’s Scope of Work, which include the preparation of technical environmental documents, is critical for the continuance of the remediation at the Site and the furtherance of development activities and

WHEREAS, the City and the Consultant wish to enter into a First Amendment to the Agreement to allow the completion of the RAP using the balance of $50,208 approved for the project.

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

Section 1. The City Council of the City of Lynwood hereby authorizes the appropriation of $50,208 from the 11600 Long Beach Boulevard Settlement account (which is the balance of the unused funds left from the original Professional Services Agreement) for environmental consulting services, in connection with the Site, for the completion of the draft RAP and general environmental consulting services.

Section 2. The City Council of the City of Lynwood hereby authorizes the City Manager, or his designee, to take necessary steps, including the execution of the First Amendment to the Agreement and other related documents with Ramboll to undertake the implementation of all related services under the Agreement’s Scope of Work.

Section 3. The City Council of the City of Lynwood hereby authorizes, in a form approved by the City Attorney, a First Amendment to the Agreement with Ramboll for a not to exceed amount of $50,208 for the period of November 6, 2018 to December 31, 2020, unless brought back to Council for amendment and or extension.

Section 4. This resolution shall become effective immediately upon its adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

__________________________________________  
Aide Castro                          
Mayor

ATTEST:

__________________________________________  
Maria Quinonez                           
City Clerk

APPROVED AS TO FORM:  
Noel Tapia                          
City Attorney

APPROVED AS TO CONTENT:  
Jose Ometeotl                          
City Manager
FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LYNWOOD AND RAMBOLL, U.S. CORPORATION

This first amendment ("First Amendment") is made as of June 16, 2020, for the purpose of amending the existing agreement dated November 6, 2018, by and between the CITY OF LYNWOOD ("City"), a municipal corporation, and RAMBOLL, U.S. CORPORATION ("Consultant").

RECITALS

WHEREAS, on November 6, 2018, the City and Consultant entered into a Professional Services Agreement ("Agreement") authorizing the Consultant to provide environmental consulting services to the City including but not limited to the completion of a Remedial Action Plan (RAP) and groundwater monitoring at the site of 11600 Long Beach Boulevard; and

WHEREAS, the City and Consultant are desirous of amending the Agreement to extend the term.

NOW, THEREFORE, the Parties hereto do hereby agree as follows:

1. Term. The term of the Agreement shall be extended and shall now terminate on December 31, 2020, unless sooner terminated pursuant to the provisions of the Agreement.

2. Entire Agreement. Except as expressly set forth in this First Amendment, all of the terms and conditions set forth in the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates written below.

CITY OF LYNWOOD

By: ______________________________  _________________________
    Aide Castro, Mayor     Date

RAMBOLL, U.S. CORPORATION

By: ______________________________  _________________________
    Leo Rebele,     Date

ATTEST:

By: ______________________________
    Maria Quinonez, City Clerk

APPROVED AS TO FORM:

By: ______________________________
    Noel Tapia, City Attorney
SCOPE OF WORK AND COST ESTIMATE FOR PROVIDING ENVIRONMENTAL CONSULTING SERVICES IN CONNECTION WITH THE PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD LYNWOOD, CALIFORNIA

Dear Mr. Naulls:

Ramboll US Corporation (Ramboll) is pleased to present this Scope of Work and Cost Estimate to the City of Lynwood (City) in connection with next steps in the cleanup of the contamination associated with the 11600 Long Beach property. The 11600 Long Beach Avenue property is also known as the Garfield Express property, with the broader project area known as the Northgate Markets project (formerly referred to as the Lynwood Springs project area).

The scope of work outlined below is intended to significantly advance the current state of the remedial program at the Site. In particular, the contemplated scope is intended to "dovetail" with the scope that is being contemplated for implementation by Northgate Markets for the development of an agency-approved Response Plan under the California Land Reuse and Revitalization Act (CLRRA).

Specifically, the scope outlined below is intended to move forward the cleanup planning activities for the "source property" – while Northgate is addressing the contamination at the non-source properties in order to make the site safe for the intended use as a grocery store/commercial development.

BACKGROUND

In 2017, the City of Lynwood contracted Tetra Tech, Inc. to conduct certain tasks to advance the remedial agenda for the Site. The work included a groundwater monitoring event, soil vapor sampling program and implementation of a 90-day pilot test to evaluate a recommended soil vapor extraction (SVE) system. Tetra Tech submitted the results of the pilot testing in July of 2018. Ramboll’s scope of work will build upon the previous investigation data and incorporate the results of a new pilot test (funded by Northgate) into a Response Plan that is intended to go hand in hand with another Response Plan being prepared by Northgate for the non-source properties.
REGULATORY FRAMEWORK
The LARWQCB has been the oversight agency for the cleanup of the Site as well as the adjacent U-Haul site. Dr. Yue Rong of the LARWQCB has indicated his strong preference to continue to include the U-Haul property in any future remedial program. However, DTSC has expressed an interest in taking over the case due to the off-site impacts. It is our understanding that Northgate is also working with DTSC to address development-related environmental risks as well as potential vapor intrusion mitigation measures that need to be undertaken to address the contamination. At this time, Ramboll anticipates that the Response Plan will be submitted to DTSC for approval.

SCOPE OF WORK
The following presents Ramboll’s Scope of Work for the pre-remediation tasks:

Task 1: Assistance with City Paving/Well Issues and Disposal of Hazardous Waste
At the request of the City, Ramboll provided assistance with the protection of groundwater monitoring wells due to the street work in Long Beach Boulevard. Ramboll assisted with communicating the scope of work to the LARWQCB, provided field oversight and training to City staff and provided specifications for new monitoring well monuments. Costs of resurveying the affected wells are included in the budget.

Ramboll was directed to assist the City with the emergency management of hazardous and non-hazardous waste drums that were left at the 11600 Long Beach Boulevard property under poor conditions by the prior contractor. A total of 52 drums containing non-hazardous and hazardous waste were identified within the fenced enclosure at the Kim property. Several of the drums were found to be bulging due to pressure build-up. At the request of the City, Ramboll contracted with an emergency response contractor, American Integrated Services (AIS) to relieve the pressure and transfer the contents to new drums in order to prevent accidental spillage of free product gasoline and comply with transportation regulations. Ramboll also applied for a US Environmental Protection Agency (EPA) Generator Identification Number, as required by law, to remove the free product gasoline containing drums. Ramboll also arranged for Kim to execute certain non-hazardous waste manifests and sign the application of the USEPA Generator ID number. To date, 17 drums have been removed and disposed by Ramboll’s contractor. The removal of the remaining drums are subject to receipt of the EPA Generator ID number, which is expected to be received this month.

Task 2: 2018 Groundwater Monitoring Event
The LARWQCB typically requires quarterly or semi-annual groundwater monitoring. However, since funding has been limited, no recent groundwater monitoring has been conducted. The most recent groundwater monitoring event occurred approximately one year ago. Groundwater contaminant concentrations change significantly over time, and in the absence of active remediation can spread from the source area, both laterally and vertically. Ramboll will conduct a new round of groundwater monitoring at the Site to obtain the most recent information regarding the extent of the groundwater contaminant plume in relation to the site.

Task 3: Preparation of Baseline Human Health Risk Assessment and Identification of Data Gaps
Ramboll will utilize the most recent soil vapor data generated in 2017, along with historical soil data and the most recent groundwater monitoring report (based on Task 2), to prepare a baseline human health
risk assessment. The HHRA will evaluate the exposure pathways (e.g., construction worker, future site occupant) in order to understand baseline conditions as they exist across the Site and to identify additional data needs that will be required by DTSC to be fulfilled prior to approval of the proposed mitigation remedy. DTSC previously stated that additional vapor investigations beyond the previous investigation work will be required. The baseline risk evaluation will be instrumental in defining the scope of such additional investigation work in order to achieve a cleanup that will be protective of the proposed development as well as surrounding properties and receptors. In addition, the baseline HHRA will be used to develop site-specific, risk-based cleanup goals for the Site to be incorporated into the Response Plan (RP).

**Task 4: Supplemental Soil, Soil Vapor and Groundwater Sampling (contingency task)**
This task includes the supplemental site investigation anticipated to be required by DTSC in order to delineate the extent of the VOC plume in and around the proposed development footprint and residential neighborhood. This task will include the preparation of the work plan, revisions to the scope as requested by DTSC and performing the scope of the investigation. It is anticipated that more than one round of investigation and data collection may be required. In addition, DTSC may require the completion of an indoor air sampling program for any potentially affected residential properties. Additionally, additional groundwater investigation may be required if it is determined the existing groundwater well network is not adequately capturing the lateral and/or vertical extent of the gasoline or chlorinated solvent contamination.

**Task 5: Supplemental HHRA (contingency task)**
Upon completion of the additional investigation(s), a supplemental HHRA will be included in the RI/FS (Task 6). This document will provide the foundation to be used to develop the scope of vapor intrusion mitigation design, such as subslab depressurization systems as well as protections for other exposure scenarios (e.g., construction worker, trespasser). It should be noted that the vapor mitigation design required for the future Northgate Markets grocery store will be conducted by the developer and the scope of such design is excluded in this budget.

**Task 6: Preparation of a Updated Conceptual Site Model**
Following collection of the additional soil and soil vapor data, along with groundwater monitoring/investigation data, Ramboll will prepare an updated conceptual site model (CSM) to provide a description of the nature and extent of the contamination in connection with the Site. The most recent CSM was prepared in 2006. Therefore, substantial additional investigation and remediation data that has been collected since 2006 will need to be incorporated in the revised CSM, as requested by DTSC. The Revised CSM will serve as the basis for the preparation of the feasibility study.

**Task 7: Preparation of Feasibility Study**
The FS will evaluate the range of available cleanup technologies applicable to the site conditions, based on the previous remedial activities and the CSM. The FS process consists of the development and screening of remedial alternatives or cleanup options and a detailed analysis of a limited number of the most promising options to establish the basis for a remedy selection decision. A range of viable alternatives are developed that meet the remedial response objectives developed during scoping process, and are refined as the feasibility study progresses.
Task 8: Preparation of Response Plan (RP)

Task 8a: Response Plan

A draft Response Plan (if under CLRRA) will be prepared to provide the details of the selected remedy/combination of remedies, detailed construction schedule and details of any excavation/site preparation work where contamination may be encountered. In addition, the RAP/RP will include details on how the development plan and buildings will allow for the future remedial activities associated with the Kim Property cleanup to take place on-site. The RP will be comprehensive in addressing the free product gasoline and dissolved phase VOC plume at the Site, as well as soil vapor contamination that is migrating beneath residential neighborhood. To the extent possible, accommodations will be made to address the regional groundwater impacts that have commingled with the U-Haul property. This includes free product recovery and groundwater monitoring within the right-of-ways of Louise Street and Long Beach Boulevard. It is expected that the final RP will include the following design elements, subject to evaluation in the FS:

1. Soil Vapor Extraction
2. Limited Soil Excavation associated with abandonment of utilities
3. Free Product Removal
4. Dissolved-phase VOC remediation (chemical oxidation or enhanced reductive dechlorination)
5. Vapor mitigation (for proposed buildings)
6. WDR Monitoring and Long-term Groundwater Monitoring

Task 8b: Address DTSC Comments on Draft RP

Upon completion of the draft RP, the document will be submitted to either the RWQCB or DTSC for review (lead agency to be determined). Two rounds of comments are expected from the agency are expected on the draft RP. Ramboll will work with the City and regulatory agencies to address the comments as efficiently as possible. Following approval by the agency, a final draft RP will be submitted for public noticing.

Task 8c: Public Noticing of RP and Community Outreach Program

The final Draft RP will be opened up for public comment upon the agency’s approval. A 30-day public notice period will allow for the community within a specified radius of the Site (usually ½ mile) to provide input into the proposed remedy. If substantial comments are received, or if the agency decides it is necessary, a public workshop may be held, which will require participation by Ramboll. Cost of participation in meetings, meeting preparation, etc. will be conducted on a time and materials fee basis.

Task 8d: Issue Final RAP/Response Plan

Upon incorporating any public comments, working with LARWQCB and/or DTSC, the City and Northgate Markets (proposed developer), Ramboll will issue the final RP.
**Task 9: Project Management and Coordination**

This task covers general ongoing project management and consulting, budget administration, client communication, regulatory interaction and other general coordination cost. Costs typically range from 20-30 percent of the overall budget. For the purposes of the scope, Ramboll has assumed 20 percent.

**ESTIMATED PROJECT COSTS**

The following is an estimate of the anticipated costs and should be considered an order-of-magnitude cost estimate, based on Ramboll’s experience with similar projects. Actual cost will depend on the level of effort required in interfacing with DTSC.

<table>
<thead>
<tr>
<th>Task Item</th>
<th>Cost</th>
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<td>Task 1: Assistance with City Paving/Well Issues &amp; Disposal of Hazardous Waste</td>
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<td>Task 2: Groundwater Monitoring Event</td>
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<td>Task 3: Preparation of Baseline HHRA and Identification of Data Gaps</td>
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<td>Task 4: Supplemental Soil Vapor, Soil and Groundwater Sampling</td>
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<td>Task 5: Supplemental HHRA</td>
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<td>Task 6: Preparation of Updated CSM</td>
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<td>Task 7: Preparation of Feasibility Study</td>
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<td>Task 8: Preparation of Response Plan</td>
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<td>Task 8a: Response Plan</td>
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<td>Task 8b: Address DTSC Comments of RAP/RP</td>
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<td>Task 8c: Public Noticing and Community Outreach Program</td>
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<td>Task 8d: Issue Final RAP/RP</td>
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<td>Task 9: Project Management and Coordination (est. 20% of Tasks 1-8)</td>
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<td><strong>TOTAL ESTIMATED CONSULTING &amp; ENGINEERING COSTS (EXCL. CONTINGENCY COSTS)</strong></td>
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ASSUMPTIONS AND LIMITATIONS

- Costs are approximate and based on Ramboll’s experience with similar projects; DTSC interaction significantly impacts the cost and schedule.
- Preparation and approval of work plan is assumed to be part of contingency task.
- Regulatory agency fees and permit fees are not included and assumed to be paid by City.
- Contingency budget is included for tasks expected to be funded through other means.
- Replacement and/or Installation of additional groundwater monitoring wells are not included in contingency budget.
- Investigation-derived wastes assumed to be non-hazardous.

SCHEDULE

Ramboll will initiate implementation of the above-specified tasks immediately upon project authorization. The tentatively project schedule is provided below:

November 2018  Contract Approval
November 2018  Groundwater Monitoring Program Conducted
               Prepare Baseline HHRA & ID Data Gaps
January 2018    Conduct Supplemental Site Investigation (If required, contingency task)
March 2019      Supplemental HHRA Completed (if required; contingency task)
May 2019        Submit Updated CSM
June 2019       Submittal of FS
August 2019     Approval of FS
                Submittal of RAP/RP
November 2019   Approval of RAP/RP

CLOSING

We appreciate the opportunity to be of service to the City of Lynwood. Please feel free to contact us with any questions regarding the contents of this letter.

Sincerely,

Leo M. Rebele
Principal
D 949.798.3604
lrebele@ramboll.com
LR:gw
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Michelle G. Ramirez, Director of Community Development

SUBJECT: FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL, INC. EXTENDING THE TERM OF THE AGREEMENT

Recommendation:

Staff recommends that the City Council adopt the following resolution entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR ENVIRONMENTAL STUDIES AND SERVICES REQUIRED TO PROCEED WITH PROPOSED AFFORDABLE HOUSING PROJECT(S) AT A LOCATION COMMONLY KNOWN AS THE ALAMEDA TRIANGLE EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $57,000.”

Background:

In 2013, a Remedial Action Plan (RAP) for the Alameda Project Area was drafted for submittal to the Department of Toxic Substances (DTSC) for review and approval. Due to funding constraints, the process of approving the RAP was not completed. In order for DTSC to finalize the RAP for the Alameda Triangle Site, a Remediation Response Plan (“Response Plan”) needed to be updated with current environmental data and refined to include only City-controlled properties. In order to continue the process and provide the needed information, on June 4, 2019, the City engaged Ramboll (an environmental consulting firm) to complete the review with DTSC. Ramboll’s lead person for this project, Leo Rebele, had represented the City regarding this issue in the past. In fact, Mr. Rebele, as well as a number of other team members of Ramboll, were formerly employed by Tetra Tech who had assisted the City initially in the preparation of the Alameda Project Area RAP. While a majority of the work has been completed, there are still a few outstanding tasks that need to be finished.

Discussion and Analysis:

On June 4, 2019, the City entered into a Professional Services Agreement (“Agreement”) with Ramboll to provide needed environmental services for the completion of an Alameda Triangle RAP for the approval by DTSC, which included services needed in connection with the completion of a Response Plan. The total amount of the
Agreement was $57,000, which was funded from the Authority’s Low-Mod Income Housing Asset Fund (LMIHAF). Out of the originally approved funding of $57,000, there is $11,459.10 of unused funds left that can be used to complete outstanding tasks requested by DTSC. The preparation of technical environmental documents for completion of the Response Plan is critical for the proposed future development of affordable housing on the city-controlled Alameda Triangle properties.

**Proposed Extension**
Staff is requesting authorization to execute a First Amendment to the Agreement extending the term of the Agreement for the completion of all tasks associated with the project and the authorization to use the remaining balance ($11,459.10) of the original appropriation. There is no additional funding being requested.

**Fiscal Impact:**

There is no impact to the General Fund. The total cost for these services would not exceed the remaining balance ($11,459.10) of the originally approved appropriation ($57,000) for the project, which would be funded out of the Lynwood Housing Authority’s LMIHAF, pursuant to H&SC Section 34176(a)(1).

**Coordinated With:**
City Manager's Office
City Attorney
Finance & Administration Services

**ATTACHMENTS:**
- Description
- Attachment B - First Amendment to the Professional Services Agreement
- Attachment C - Scope of Services
- Attachment A - Resolution
FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LYNWOOD AND RAMBOLL, U.S. CORPORATION

This first amendment ("First Amendment") is made as of June 16, 2020, for the purpose of amending the existing agreement dated June 4, 2019, by and between the CITY OF LYNWOOD ("City"), a municipal corporation, and RAMBOLL, U.S. CORPORATION ("Consultant").

RECITALS

WHEREAS, on June 4, 2019, the City and Consultant entered into a Professional Services Agreement ("Agreement") authorizing the Consultant to provide needed environmental services for the completion of an Alameda Triangle RAP for the approval by DTSC, which included services needed in connection with the completion of a Response Plan; and

WHEREAS, the City and Consultant are desirous of amending the Agreement to extend the term.

NOW, THEREFORE, the Parties hereto do hereby agree as follows:

1. Term. The term of the Agreement shall be extended and shall now terminate on December 31, 2020, unless sooner terminated pursuant to the provisions of the Agreement.

2. Entire Agreement. Except as expressly set forth in this First Amendment, all of the terms and conditions set forth in the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates written below.

CITY OF LYNWOOD

By: ______________________________  _________________________
    Aide Castro, Mayor     Date

RAMBOLL, U.S. CORPORATION

By: ______________________________  _________________________
    Leo Rebele,                  Date

ATTEST:

By: ______________________________
    Maria Quinonez, City Clerk

APPROVED AS TO FORM:

By: ______________________________
    Noel Tapia, City Attorney
Ms. Michelle Ramirez  
City of Lynwood  
11330 Bullis Road  
Lynwood, CA 90067

PROPOSAL FOR PREPARATION OF A RESPONSE PLAN  
FOR PARCELS A, B, D AND E  
ALAMEDA TRIANGLE  
LYNWOOD, CALIFORNIA

Dear Ms. Ramirez:

Ramboll understands that the City of Lynwood wishes to retain Ramboll to complete the review of the most recent soil vapor data collected in 2018 in order to prepare a revised preliminary Response Plan (the Response Plan), excluding the Tavanian and Caltrans owned properties, which were included in the prior Response Plan. Prior to the 2018 round of supplemental soil gas sampling, the most recent response plan was completed in 2011, with the most recent soil vapor data collected in 2010.

As a proposed developer (Chelsea Investment Corporation) is contemplating developing Parcels A, B, D, and E of the attached ALTA survey map for residential purposes (Attachment A), the current vapor conditions need to be evaluated in order to assess 1. The extent to which the soil vapor plume is changing, or has changed, over time and 2. The extent to which vapor mitigation may be necessary for the future buildings in those areas. A revised Response Plan is therefore contemplated to summarize the results of the latest investigations and to prepare the remedy for implementation.

Since Mr. Tavanian and Caltrans are independently working with DTSC to address impacts on their properties (including remediation of any impacts), the revised Response Plan will not include the data from the Caltrans/Witco properties since remediation of those parcel will be completed by the respective property owners of those properties. However, to the extent that impacts from those properties are impacting the Site, such impacts will be discussed as part of the Response Plan.

PROPOSED SCOPE OF WORK  
Task 1: Database Preparation and Data Interpretation  
The data from the previous round of soil vapor investigation and relevant soil data from the historical soil sampling at the Site will be entered into a site-specific
database and used to generate tables and figures to be used in the Response Plan. The data will be compared to published screening levels, notably the US EPA Region 9 Regional Screening Levels (RSLs) and Department of Toxic Substances Control (DTSC) Human and Ecological Risk Office (HERO) Note 3.

**Task 2: Health Risk Assessment and Additional Soil Vapor Investigation**

Based on initial discussions with DTSC in advance to preparing the Response Plan, a site-specific human health risk assessment (HHRA) maybe required to further evaluate 1) additional data needs and 2) the need for vapor intrusion mitigation systems (VIMS) at the proposed buildings. Depending on feedback received from DTSC, a supplemental soil vapor investigation may be required to compliment the 2018 data set. However, based on the low concentrations and relatively recent data, Ramboll believes that additional data collection activities are not necessary. Accordingly, a budget for supplemental investigation is provided as a contingency.

**Task 3: Revision to Response Plan**

Following completion of the data evaluation, the Response Plan will be prepared to provide a general approach to any residual vapor impacts and/or known soil impacts that would be encountered by the proposed development. The Response Plan will be submitted to DTSC as a draft. Comments on the Response Plan will be addressed on a time and materials fee basis as the extent of DTSC comments is not known at this time due to the complexity of the overall Alameda Triangle issues. Design of the vapor mitigation systems, if needed, would be prepared following approval of the Response Plan.

**Task 4: EPA Correspondence regarding Polychlorinated Biphenyls (PCBs) in Soil**

Based on recent discussions with DTSC, the low concentrations of PCBs in soil will need to be discussed with DTSC and United States Environmental Protection Agency (USEPA) as to whether USEPA will require further delineation or a specific oversight application in light of the ongoing PCB cleanups being completed at the Tavanian and Caltrans properties. If required, this task also includes the preparation of the application package. No additional testing budget is included at this time.

**SCHEDULE**

Ramboll understands that Chelsea Investment Corporation would like to expedite completion of the Response Plan. As such, we will schedule work to begin as quickly as possible.

- **May 21** Project Authorization/Council Approval
- **May 31** DTSC direction provided regarding adequacy of soil vapor data
- **June 31** Draft Response Plan Issued to DTSC
- **August 15** Address DTSC Comments on Response Plan
- **August 31** Draft Final Response Plan Issued for public comment
- **September 30** End of 30-day Public Comment Period
- **October 15** DTSC Approval of Response Plan
COST ESTIMATE
Ramboll proposes to undertake this assignment on a in accordance with the following task breakdown:

Task 1: Database Preparation and Interpretation $6,000
Task 2: HHRA and Additional Soil Vapor Investigation $30,000 (contingency)
Task 3: Response Plan $17,000
Task 4: EPA Correspondence RE PCB Cleanup & Oversight Application $4,000 (contingency)

Total Estimated Cost $57,000

The work will be conducted in accordance with the already agreed upon terms and conditions between Ramboll and the City of Lynwood. If tasks beyond the Scope of Work provided in this proposal are identified, a separate cost estimate will be provided. Task 1 and 3 have been partially completed based on effort incurred in 2018 and 2019 and will be invoiced upon completion. Task 2 and 4 may not be required, therefore they are identified as contingency items.

ASSUMPTIONS
1. Comments from DTSC will be addressed on a time and materials fee basis and may require additional budget authorization;

2. A copy of the current development plan will be provided;

3. Up to $15,000 in costs for additional soil vapor investigation required by DTSC are provided; additional costs will be provided on a time and materials basis in accordance with the required scope;

4. Design and engineering of vapor mitigation systems will be scoped following approval of the Response Plan;

5. One round of comments on the Response Plan is included; and

6. Assumes any additional vapor investigation work will not require a formal work plan and that a one or two page work plan submitted by email will suffice.

CLOSING
We appreciate the opportunity to provide this proposal to you for your consideration and we look forward to providing environmental services to you. If you have any questions or need further information, please contact either of the undersigned.

Very Truly Yours,

Leo Rebele
Principal

D 949.798.3604
lrebele@ramboll.com

LR: gw

3/3
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR ENVIRONMENTAL STUDIES AND SERVICES REQUIRED TO PROCEED WITH PROPOSED AFFORDABLE HOUSING PROJECT(S) AT A LOCATION COMMONLY KNOWN AS THE ALAMEDA TRIANGLE EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $57,000

WHEREAS, in 2013, a Remedial Action Plan (RAP) for the Alameda Project Area was drafted for submittal to the Department of Toxic Substances (DTSC) for review and approval. Due to funding constraints, the review process and approval of the RAP was not completed; and

WHEREAS, in order for DTSC to finalize the RAP review for the Alameda Triangle Site, a Remediation Response Plan (Response Plan) must be updated with current environmental data and refined to include only City-controlled property; and

WHEREAS, on June 4, 2019, the City of Lynwood (“City”) approved a Professional Services Agreement (“Agreement”) with Ramboll (“Consultant”) to provide needed environmental services for the completion of an Alameda Triangle RAP for the approval by DTSC, which included services needed in connection with the completion of a Response Plan; and

WHEREAS, the total amount of the Agreement was for a not to exceed amount of $57,000, which was allocated from the Housing Authorities Low Mod Income Housing Asset Fund (LMIHAF), and

WHEREAS, a majority of the work has been completed; however, services are still needed to finish all tasks as requested by DTSC; and

WHEREAS, out of the originally approved $57,000, there is $11,459.10 of unused funds left that can be used to complete the tasks of the original Agreement; and

WHEREAS, Per Health and Safety Code, Section 34176.1, a housing successor may expend per fiscal year up to an amount equal to 5 percent of the statutory value of real property owned by the housing successor and of loans and grants receivable, including real property and loans and grants transferred to the housing successor pursuant to Section 34176 and real property purchased and loans and grants made by the housing successor. If this amount is less than two hundred thousand dollars ($200,000) for any given fiscal year, the housing successor may expend up to two hundred thousand dollars ($200,000) in that fiscal year for these purposes; and
WHEREAS, the amount requested does not exceed the usable amount and use is consistent with the intended use of said funds; and

WHEREAS, the City and the Consultant wish to enter into a First Amendment to the Agreement extending the term of the Agreement to allow the completion of all tasks associated with the project using the balance of the $57,000 approved for the project; and

WHEREAS, the preparation of technical environmental documents for completion of the Response Plan is critical for the proposed future development of affordable housing on the city-controlled Alameda Triangle property and therefore funding to extend the Agreement for said services is in order.

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

Section 1. The City Council of the City of Lynwood hereby authorizes a First Amendment to the Agreement with Ramboll to provide needed environmental services for the completion of an Alameda Triangle RAP for the approval by DTSC, which includes services needed in connection with the completion of a Response Plan.

Section 2. The City Council of the City of Lynwood hereby authorizes the City Manager, or his designee, to take necessary steps, including the execution of the First Amendment to the Agreement and other related documents with Ramboll to undertake the implementation of all related services under the Agreement’s Scope of Work.

Section 3. The City Council of the City of Lynwood hereby authorizes, in a form approved by the City Attorney, a First Amendment to the Agreement with Ramboll for a not to exceed amount of $11,459.10 for the period of June 4, 2019 to December 31, 2020, unless brought back to the City Council for amendment and or extension.

Section 4. This resolution shall become effective immediately upon its adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

Aide Castro
Mayor

ATTEST:

Maria Quinonez
City Clerk

APPROVED AS TO FORM:  

Noel Tapia
City Attorney

APPROVED AS TO CONTENT:

José Ometeotl
City Manager
AGENDA STAFF REPORT

DATE:       June 16, 2020
TO:         Honorable Mayor and Members of the City Council
APPROVED BY: Jose E. Ometeotl, City Manager
PREPARED BY: Michelle G. Ramirez, Director of Community Development
SUBJECT: FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH Ramboll FOR ENVIRONMENTAL SERVICES RELATED TO A 90-DAY SOIL VAPOR EXTRACTION PILOT TEST AT 11600 LONG BEACH BOULEVARD SITE AREA EXTENDING THE TERM OF THE AGREEMENT

Recommendation:
Staff recommends that the City Council adopt the following resolution entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH Ramboll FOR ENVIRONMENTAL SERVICES RELATED TO A 90-DAY SOIL VAPOR EXTRACTION PILOT TEST AT PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $54,000 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID PROFESSIONAL SERVICES AGREEMENT.”

Background:
In 2014, the City of Lynwood was the recipient of a settlement from the owner of 11600 Long Beach Boulevard (“Site”), where underground gasoline storage tanks associated with the former gas station leaked into the groundwater and soil in the area. The gas station closed in 2010, environmental studies were prepared, the tanks were removed three years later, and groundwater monitoring wells were installed throughout the Site. Environmental studies also noted releases of dry cleaner solvents from the release of PCE into the soil sometime between 1963 and the 1980s as well as an additional gasoline-impacted groundwater resulting from leaks at the underground storage tanks at the adjoining 11716 Long Beach Boulevard (U-Haul facility).

To move the remediation process forward, sampling and testing was conducted and the preparation of a draft Redial Action Plan (RAP) for consideration by the California Regional Water Quality Control Board, Los Angeles Region, the lead regulatory agency overseeing cleanup, was completed.

In addition, on April 2, 2019, the City Council approved a Professional Services Agreement (Agreement) with, an independent contractor, to provide environmental remediation services for the operation of a soil vapor extraction
(SVE) system, which is associated with corrective actions required of the Site for the completion of a RAP.

**Discussion and Analysis:**

Pursuant to Section 25296.10 of the Health and Safety Code, the City is responsible to take certain protective actions to ensure the protection of human health, safety, and the environment stemming from the toxic material released into the soil and groundwater.

On April 2, 2019, the City Council approved an Agreement with Ramboll to install, operate, maintain, and complete a SVE pilot test at 11600 Long Beach Boulevard for $54,000. Due to unforeseen circumstance the pilot testing envisioned did not occur and no funds were expended.

**Original Plan**

Ramboll committed to providing a dual phase extraction (DPE) system to the City and Northgate Gonzalez Real Estate (Northgate), at no cost (i.e. no monthly rental fee), for remediation of shallow soil vapor at the above-referenced Site. The system would stay on-site as long as the City and/or Northgate desire.

As an initial phase, Ramboll planned to run the system for a 30-day period, which would provide the necessary information to conduct the comparison of the remediation system performance and secure additional funding. If the 30-day pilot test was successful, the system would run for an additional two months in order to achieve mass removals while evaluating the long-term efficacy of the system. Ramboll proposed a not to exceed amount of $54,000 to install, operate, maintain, and complete the SVE pilot test as identified in the attached scope of work.

These activities would allow for not only compliance with the Regional Water Quality Control Board (RWQCB) and Department of Toxic Substance Control (DTSC) requirements, but contribute to expediting the potential redevelopment of these and nearby properties located within the Lynwood Transit Area Specific Plan district. The City entered into a Memorandum of Understanding with Lynwood Springs LLC to redevelop the Site and several nearby properties in a manner consistent with the Lynwood Transit Area Specific Plan and the remediation of this Site is crucial for future development of the Site and surrounding properties.

In August of 2019, the SVE system was evidently vandalized and major components stolen. Since the incident, Ramboll has worked with the insurance company attempting to recover the costs associated with the SVE system. They are currently working to have a new system purchased and, with approval, install to complete the projected tasks. There has been no substantial progress due to the vandalism.

**Proposed Extension**

Staff is requesting authorization to execute a First Amendment to the Agreement extending the term of the Agreement to proceed with SVE pilot testing and move said project forward. The unused funds from the original contract ($54,000) will be applied to the Agreement extension from the same funding source, which does not affect the General Fund.

**Fiscal Impact:**

There is no impact to the General Fund. The total cost for these services would not exceed the balance of the original $54,000 approved for the project, which is funded from an appropriation of 11600 Long Beach Boulevard Settlement Fund.

**Coordinated With:**

City Manager's Office  
City Attorney  
Finance & Administration Services
ATTACHMENTS:

Description

- Attachment A - Resolution
- Attachment B - First Amendment to the Professional Services Agreement
- Attachment C - Scope of Services
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RAMBOLL FOR ENVIRONMENTAL SERVICES RELATED TO A 90 DAY SOIL VAPOR EXTRACTION PILOT TEST AT PROPERTY LOCATED AT 11600 LONG BEACH BOULEVARD EXTENDING THE TERM OF THE AGREEMENT FOR A NOT TO EXCEED AMOUNT OF $54,000 AND AN APPROPRIATION FROM THE 11600 LONG BEACH SETTLEMENT ACCOUNT TO COVER COST OF SAID PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the City of Lynwood (“City”) has been notified by the Regional Water Quality Control Board, Los Angeles Region, that corrective action must be taken to ensure protection of human health, safety, and the environment due to unauthorized releases of toxic material into the groundwater and soil in the vicinity of 11600 Long Beach Boulevard (“Site”); and

WHEREAS, in 2014, the City reached a settlement with responsible parties and the property owner of 11600 Long Beach Boulevard for purposes of addressing the contamination and acquired funds from said settlement necessary to undertake some of the costs of remediation required; and

WHEREAS, on April 2, 2019, the City approved a Professional Services Agreement (“Agreement”) with Ramboll (“Consultant”) to provide environmental remediation services to the City including but not limited to the operation of a soil vapor extraction (SVE) system, which is associated with corrective actions required of the Site for the completion of a Remedial Action Plan (RAP); and

WHEREAS, the total amount of the Agreement was for a not to exceed amount of $54,000, which was allocated from the 11600 Long Beach Boulevard Settlement account, and

WHEREAS, due to unforeseen circumstances (i.e. the vandalism of the SVE equipment), the project was not completed and no funds were expended; and

WHEREAS, in an effort to continue with the completion of the RAP for the Site and to proceed with the SVE pilot test, funds in the amount of $54,000 from said Settlement Fund is requested herein be carried forward to provide the needed resources to compensate Consultant for said services; and

WHEREAS, the tasks outlined in the Agreement’s Scope of Work is critical for the continuance of the remediation at the Site and the furtherance of development activities; and
WHEREAS, the City and the Consultant wish to enter into a First Amendment to the Agreement extending the term of the Agreement to allow the completion of the SVE pilot test using the balance of the original $54,000 approved for the project.

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

Section 1. The City Council of the City of Lynwood hereby authorizes the appropriation of $54,000 from the 11600 Long Beach Boulevard Settlement account for environmental remediation services in connection the completion of the draft RAP that includes the installation, operation, and maintenance of a SVE System.

Section 2. The City Council of the City of Lynwood hereby authorizes the City Manager, or his designee, to take necessary steps, including the execution of the First Amendment to the Agreement and other related documents with Ramboll to undertake the implementation of all related services under the Agreement’s Scope of Work.

Section 3. The City Council of the City of Lynwood authorizes, in a form approved by the City Attorney, a First Amendment to the Agreement with Ramboll for a not to exceed amount of $54,000 for the period of April 2, 2019 to December 31, 2020, unless brought back to Council for a second amendment and or extension.

Section 4. This resolution shall become effective immediately upon its adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

______________________________
Aide Castro
Mayor

ATTEST:

______________________________
Maria Quinonez
City Clerk

APPROVED AS TO FORM:  

______________________________
Noel Tapia
City Attorney

APPROVED AS TO CONTENT:

______________________________
Jose Ometeotl
City Manager
FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LYNWOOD AND RAMBOLL, U.S. CORPORATION

This first amendment (“First Amendment”) is made as of June 16, 2020, for the purpose of amending the existing agreement dated April 2, 2019, by and between the CITY OF LYNWOOD (“City”), a municipal corporation, and RAMBOLL, U.S. CORPORATION (“Consultant”).

RECITALS

WHEREAS, on April 2, 2019, the City and Consultant entered into a Professional Services Agreement (“Agreement”) authorizing the Consultant to install, operate, maintain, and complete a soil vapor extraction (SVE) system at 11600 Long Beach Boulevard; and

WHEREAS, the City and Consultant are desirous of amending the Agreement to extend the term.

NOW, THEREFORE, the Parties hereto do hereby agree as follows:

1. Term. The term of the Agreement shall be extended and shall now terminate on December 31, 2020, unless sooner terminated pursuant to the provisions of the Agreement.

2. Entire Agreement. Except as expressly set forth in this First Amendment, all of the terms and conditions set forth in the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates written below.

CITY OF LYNWOOD

By: ______________________________  _________________________
Aide Castro, Mayor     Date

RAMBOLL, U.S. CORPORATION

By: ______________________________  _________________________
Leo Rebele,     Date

ATTEST:

By: ______________________________
Maria Quinonez, City Clerk

APPROVED AS TO FORM:

By: ______________________________
Noel Tapia, City Attorney
PROPOSAL FOR START-UP OF 90-DAY PILOT TEST FOR DUAL-PHASE EXTRACTION SYSTEM
11600 LONG BEACH BOULEVARD AND SURROUNDING PROPERTIES
LYNWOOD, CALIFORNIA

Dear Mr. Naulls:

As discussed, Ramboll has committed to providing a dual phase extraction (DPE) system to the City of Lynwood and Northgate Gonzalez Real Estate (Northgate) at no cost (i.e. no monthly rental fee) for remediation of shallow soil vapor at the above-referenced property (the “Site”). The system can be kept on-site as long as Northgate and/or the City desire.

The DPE system is expected to operate at a significantly lower operating cost than that of the previous GEO system, primarily since the rental costs of the GEO system are high and the disposal of condensed product is costly due to it being classified as a hazardous waste. Both systems operate as soil vapor extraction (SVE) systems. However, a direct comparison of site-specific operational costs and efficiencies is needed in order to determine the most optimal remedial system for the Site, which will then be incorporated into the Remedial Action Plan (RAP).

As an initial phase, Ramboll recommends running the system for a 30-day period, which will provide the necessary information to conduct the comparison of the remediation system performance and secure additional funding. If the 30-day pilot test is successful, the system will be run for an additional two months in order to achieve mass removals while evaluating the long-term efficacy of the system.

It should be noted that free product removal should still be a high priority at the Site, and Ramboll will evaluate the feasibility and cost of hooking up the DPE system to certain product recovery wells.

OBJECTIVES

The objectives of the new pilot test are to:

1. Evaluate DPE as a final vapor removal remedy as an alternative to the previous GEO (vapor condensation) VES, which will impact the ultimate remediation costs incurred by Northgate and City;

2. Continue with source removal activities in the shallow subsurface, and reduce chlorinated VOC vapors that are migrating to the east, beneath the proposed Northgate development area; and
3. Demonstrate that the City is doing active remediation, which will be a positive development for regulatory agencies, the community and the development as a whole.

**SCOPE OF WORK**

The scope of work includes shipping the system from Ramboll’s equipment warehouse to the Site, connecting the electrical to the existing electrical drop, connecting the system to the existing wells, and conducting weekly operation and maintenance (O&M) activities. Standard Operating Procedures for O&M activities are available upon request.

**COST**

The costs provided below are estimated costs that include the initial 30-day pilot test and an additional two months of operation (if warranted), plus the one-time cost of mobilization and system start-up.

<table>
<thead>
<tr>
<th>Costs Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Time Transportation, Mobilization and Electrical Hookup</td>
<td>$14,200</td>
</tr>
<tr>
<td>Startup Labor</td>
<td>$3,700</td>
</tr>
<tr>
<td>Initial Carbon Loading</td>
<td>$4,400</td>
</tr>
<tr>
<td>Rental Fee - $7,000/mo (Not charged)</td>
<td>$0</td>
</tr>
<tr>
<td>Electrical Fees</td>
<td>$11,250</td>
</tr>
<tr>
<td>Permitting – included</td>
<td>$0</td>
</tr>
<tr>
<td>Operation and Maintenance (incl. equipment)</td>
<td></td>
</tr>
<tr>
<td>Weekly O&amp;M (12 weeks)</td>
<td>$20,450</td>
</tr>
</tbody>
</table>

**Total Not-to Exceed Estimate for 3 Month Installation and Operation**

$54,000*

**Notes:**

1. Assumes no carbon change-out will be required during the first month of operation.

2. Monthly electrical costs are assumed to not exceed $3,750/month. If electrical costs after the first month of operation exceed this estimate, Ramboll will notify the City immediately.

3. DTSC approval will be by email as part of the prior pilot test work plan.

**SCHEDULE**

The system will be transported to the Site within two weeks following contract approval. Upon delivery of the system, electrical and piping connections can be completed generally within one week and the system should be operational within two weeks of authorization, provided that Jose Diaz approves continued pilot testing (based on initial discussion, this should not be a problem) and that power is available at the Site.

**ASSUMPTIONS**

- Electrical costs are estimated at 25,000 kwh/mo @ $0.15 /kwh.

- Assumes remediation system does not require rehabilitation due to time elapsed since system was last operational;
• Existing fenced remediation compound will be used as-is for placement of remediation system, and no additional security or modifications are needed;

• Includes disposal of three 55-gallon drums (one per month) of non-hazardous water;

• Pilot test data will be incorporated into Response Plan/Remedial Action Plan; no separate deliverable will be provided.

**CLOSING**

We look forward to implementing the pilot test on behalf of the City and Northgate Markets. Please feel free to contact us with any questions or if you require additional information.

Sincerely,

Leo M. Rebele
Principal

D 949.798.3604
LRebele@ramboll.com

LR:rv
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Michelle G. Ramirez, Director of Community Development

SUBJECT: ADOPTION OF RESOLUTION, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL EARLY ACTION PLANNING GRANTS PROGRAM FUNDS

Recommendation:

Staff recommends that the City Council adopt the following resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS."

Background:

On January 27, 2020, the State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for LEAP Grants Program. LEAP is made available as a portion of the Local Government Support Grants Program pursuant to Chapter 3.1 of the California Health and Safety Code. The NOFA specifies that approximately $120 million of funding is available to all local governments under the LEAP Program. Funds from the LEAP Program are intended to be used by local government for the preparation and adoption of planning documents and process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of regional housing needs assessment (RHNA).

Discussion and Analysis:

The LEAP Grants Program is part of the broader program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-2020 Budget Act. The LEAP Grants Program provides a one-time grant funding to jurisdictions for technical assistance, preparation and adoption of planning documents. The over-arching goals of the LEAP Grants Program are to 1) accelerate housing production; and 2) facilitate compliance to implement the sixth cycle of RHNA. Funding is available to every local government on a non-competitive basis, and is allocated by jurisdiction size based on population. Based on Lynwood's population, the City qualifies for a minimum grant award of $300,000 from the LEAP Grants Program.

As stated above, funds received from the LEAP Grants Program shall be used by a local government for the preparation and adoption of planning documents and process improvements that accelerate housing production
and facilitate compliance with the sixth cycle of RHNA. The following list includes specific efforts for which the City is eligible to use the funds:

- Rezoning efforts to comply with Housing Element requirements.
- Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle of RHNA.
- Completing environmental clearance to eliminate the need for project specific review.
- Atlantic Avenue Corridor Specific Plan, including the related environmental document.

Based on the guidelines, staff recommends that the City seek the maximum allowable amount of $300,000, which will be used for the Housing Element update that includes an implementation component to facilitate compliance with the sixth cycle RHNA and streamlined CEQA review. Staff also recommends that 1 percent of the awarded LEAP funds be allocated to the Gateway Cities Council of Governments (GCCOG) to help continue the regional housing planning efforts. Funding allocated toward GCCOG will pay for a GCCOG staff member to focus solely on helping cities accelerate housing production, organize region-wide housing workshops, create shared informational resources, and identify and promote best practices from inside and outside the region. The funded GCCOG staff position will provide necessary housing expertise, and help Gateway Cities staff better understand affordable housing production, tax credits, land acquisition policies and practices, options for funding, and other relevant topics related to planning and process improvements to accelerate housing production and facilitate compliance with the 6th cycle housing element.

**Fiscal Impact:**

If the grant is awarded by HCD, the City of Lynwood’s FY 2020-21 budget will increase by $300,000 for projects specific to the grant application. Out of this $300,000, 1 percent would be allocated to the Gateway Cities Council of Governments, as described in the staff report.

**Coordinated With:**

City Manager’s Office
City Attorney

**ATTACHMENTS:**

- Attachment A - Resolution
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE APPLICATION FOR AND RECEIPT OF LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Lynwood desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA); and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020, in the amount of $119,040,000 for assistance to all California Jurisdictions; and

WHEREAS, the City of Lynwood is located in the Gateway Cities region of Southeast Los Angeles County. The Gateway Cities are a collection of 27 cities and various unincorporated communities with a population of 2.1 million people, including 16 cities with a higher population density than the City of Los Angeles. Housing expertise is needed at the regional level to help reconcile state policies and priorities with local jurisdiction concerns, identify and remove barriers to housing development, and assist cities in meeting housing production goals for the sixth cycle of RHNA; and

WHEREAS, in recognition of housing expertise needed within the Gateway Cities, the City of Lynwood will allocate a maximum of 1 percent of its awarded LEAP funds to the Gateway Cities Council of Governments (GCCOG), a Joint Powers Authority of the Gateway Cities region, to help continue its regional housing planning efforts. Funding will pay for a GCCOG staff member to focus solely on helping cities accelerate housing production, by organizing region-wide housing workshops, creating shared informational resources, and identifying and promoting best practices from inside and outside the region. The funded GCCOG staff position will provide necessary housing expertise, and help Gateway Cities staff better understand affordable housing production, tax credits, land acquisition policies and practices, options for funding, and other relevant topics related to planning and process improvements to accelerate housing production and facilitate compliance with the sixth cycle housing element.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES
HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Lynwood hereby finds and determines that
all of the foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The City Manager is hereby authorized and directed to apply for and submit
to the Department the application package;

Section 3. In connection with the LEAP grant, if the application is approved by the
Department, the City Manager or his designee is authorized to submit the application,
enter into, execute, and deliver on behalf of the City, a State of California Agreement
(Standard Agreement) for the amount of $300,000, and any and all other documents
required or deemed necessary or appropriate to evidence and secure the LEAP grant,
the City’s obligations related thereto, and all amendments thereto (collectively, the “LEAP
Grant Documents”).

Section 4. The City shall be subject to the terms and conditions as specified in the NOFA,
and the Standard Agreement provided by the Department after approval. The Application
and any and all accompanying documents are incorporated in full as part of the Standard
Agreement. Any and all activities funded, information provided, and timelines
represented in the Application will be enforceable through the fully executed Standard
Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard
Agreement, the City hereby agrees to use the funds for eligible uses and allowable
expenditures in the manner presented and specifically identified in the approved
Application.

Section 5. The City Manager or his designee is authorized to execute the City of
Lynwood’s Planning Grants Program application, the PGP Grant Documents, and any
amendments thereto, on behalf of the City as required by the Department for receipt of
the PGP Grant.

Section 6. The City Council authorizes the maximum allocation of 1 percent of its
awarded LEAP funds to the Gateway Cities Council of Governments to assist with its
continued regional housing planning efforts.

Section 7. The City Clerk shall certify to the adoption of this resolution and hereafter
the same shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

______________________________
Aide Castro
Mayor

ATTEST:

______________________________
Maria Quinonez
City Clerk

APPROVED AS TO FORM:  

______________________________
Noel Tapia
City Attorney

APPROVED AS TO CONTENT:

______________________________
Jose Ometeotl
City Manager
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Richard J. Sandzimier, Director of Public Works
Thomas Thornton, City Engineer
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: INTENTION TO LEVY AND COLLECT DELINQUENT AND ANNUAL REFUSE CHARGES ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021 AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD OF ITS INTENTION TO LEVY AND COLLECT ANNUAL REFUSE CHARGES AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS) FOR THE FIRST TIME IN FISCAL YEAR 2020-2021 ON THE COUNTY TAX ROLL AND AUTHORIZING AND DIRECTING THE COUNTY ASSESSOR TO INCLUDE DELINQUENT RESIDENTIAL REFUSE BILLS FROM WASTE RESOURCES, INC. (WRI) AS A SPECIAL ASSESSMENT TO BE COLLECTED AT THE SAME TIME AND IN THE SAME MANNER AS COUNTY TAXES AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS AS JULY 7, 2020.”

Background:

Section 38790.1 of the California Government Code authorizes cities to collect delinquent garbage fees or charges via a special assessment to be collected with county taxes. Furthermore, Health and Safety Code 5473 allows any entity, by a two-thirds vote of the members of the legislative body, to elect to have refuse and garbage collection on the property tax roll. Various cities and counties have placed delinquent and annual refuse charges on the property tax roll as a mechanism for collection. The Lynwood Municipal Code Section 9-1 supports this mechanism of collection for delinquent garbage and rubbish charges.

Discussion and Analysis:

The City of Lynwood currently contracts with Waste Resources Inc. (WRI) for the collection and billing for solid
waste handling services for single and multi-family dwellings on a quarterly basis.

As of May 22, 2020, for single family residential for up to three units, there are an estimated 2,765 refuse accounts totaling approximately $379,284 that are delinquent over 60 days. The late fee is assessed at 1.5% per month.

Collecting on these delinquent accounts has been challenging. Discontinuance of rubbish and garbage collection services or water service for non-payment may not always be a viable option because of the City’s obligation to maintain public health.

Property Owner and Account Holder to be Given an Opportunity to Correct and Pay Delinquent Charges Prior to Levy on the Property Tax Bill

Property owners and account holders will be given an opportunity to pay for delinquent charges prior to the placement of delinquent charges being placed on the property tax rolls. Delinquent charges will also include penalties. A notice will be provided to the property owners of the City’s intent to place such charge on the property tax roll to give property owners an opportunity to pay the delinquent amounts thus avoiding a levy on the property tax roll. Account holders, not necessarily the property owner, will also be notified and provided an opportunity to pay the delinquent amount.

They will also be given an opportunity to object and protest at a public hearing. At the public hearing the City Council may make revisions, or corrections to the report of delinquent charges. After the public hearing, to the extent possible without delaying the submittal of the list of delinquent amounts per parcel to the County, property owners and account holders will be given an opportunity to pay to avoid the levy on their property tax.

Collection of Regular Refuse Bills on the Property Tax Roll

A practice exercised by various counties and cities, regular refuse bills can be placed on the property tax roll. This is allowed under the Health and Safety Code 5473 et. seq.

This should decrease delinquency rate of garbage and refuse charges, and decrease the administrative burden of collection. Staff recommends the levy and collection of annual refuse charges on the property tax roll for single family residential parcels (up to three units) starting in Fiscal Year 2020-2021 (FY 20-21). In FY 20-21, the annual rate to be assessed per unit is $271.86 and the annual senior rate is $227.64. Annually these charges may change depending on the charges and rates approved by the City. Additional cart services above and beyond the regular cart service will be billed separately.

A notice of intent to place the refuse charges for the first time on the property tax bill will be mailed to each single-family residential parcel owner (up to 3 units). Impacted property owners will be notified of the public hearing. The public hearing will afford persons to voice their protests and objections.

Setting a Public Hearing Date and Time

Staff recommends that the City Council set a public hearing for July 7, 2020, at the hour of 6:00 p.m. or soon thereafter, in the Council Chamber of the City Hall Annex, 11350 Bullis Road, Lynwood, California, to hear protests and objections on the intent to levy and collect annual refuse charges against single family residential parcels (up to three units) for the first time in FY 20-21 on the County Tax Roll and authorizing the directing the County Assessor to include delinquent residential refuse bills from WRI as a special assessment to be collected at the same time and in the same manner as county property taxes.

Reports containing the list of properties and their corresponding charges will be filed with the City Clerk prior to the public hearing and will be made available for public inspection.

Given the Covid-19 Pandemic, this Public Hearing may only be held telephonically to protect the health and well-being of the meeting participants. If the Public Hearing is accessible telephonically, members of the public may participate by dialing one of the following numbers (213) 306-3065, (720) 650-7664, (206) 207-1700, then dial in the following access code to be connected to the meeting 626 897 133, password 5969.

Information on the telephonic access to the City Council Meeting may change. To receive the most updated
information on whether the Public Hearing is accessible telephonically; and/or changes on the phone numbers as well as access codes and passwords, this information is included in the July 7, 2020 Agenda. Members of the public may access this Agenda online by visiting the City of Lynwood’s website at www.lynwood.ca.us, clicking on “Agendas”, selecting “Council Meeting Agenda Packet”, and selecting “Agenda July 7, 2020-Regular Meeting” to obtain the dial-in number and correlating access code. Members of the public may also use the following link: http://lynwood.ca.us/document-category/agendas/.

Fiscal Impact:

As of May 22, 2020 there were 2,765 accounts totaling $379,284 in delinquency. The levy and collection of the delinquent amounts and regular refuse amounts on the property tax roll improves the City’s ability to recover the amounts owed for services provided.

As payments are received, staff will update the list of delinquency.

Coordinated With:

City Attorney’s Office
Finance Department
City Manager’s Office

ATTACHMENTS:

Description
Resolution
RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD OF ITS INTENTION TO LEVY AND COLLECT ANNUAL REFUSE CHARGES AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS) FOR THE FIRST TIME IN FISCAL YEAR 2020-2021 ON THE COUNTY TAX ROLL AND AUTHORIZING AND DIRECTING THE COUNTY ASSESSOR TO INCLUDE DELINQUENT RESIDENTIAL REFUSE BILLS FROM WASTE RESOURCES, INC. (WRI) AS A SPECIAL ASSESSMENT TO BE COLLECTED AT THE SAME TIME AND IN THE SAME MANNER AS COUNTY TAXES AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS AS JULY 7, 2020

WHEREAS, Section 38790.1 of the California Government Code authorizes cities to collect delinquent refuse bills via a special assessment to be collected with county taxes;

WHEREAS, Health and Safety Code Section 5473 allows any entity, by a two-thirds vote of the members of the legislative body, to elect to have refuse and garbage collection on property tax rolls;

WHEREAS, various cities and counties have placed delinquent and annual refuse charges on the property tax roll as a mechanism of collection; and

WHEREAS, Lynwood Municipal Code Section 9-1 supports this mechanism of collection for delinquent garbage and rubbish charges;

WHEREAS, the City of Lynwood has entered into agreements for the collection of refuse by private refuse firms pursuant to the provisions of City of Lynwood Municipal Code Section 9-1 (Health and Sanitation; Garbage and Refuse);

WHEREAS, the City of Lynwood has entered into an agreement with Waste Resources, Inc. for the collection of refuse within the City of Lynwood pursuant to an exclusive franchise;

WHEREAS, the agreement with Waste Resources, Inc. places the responsibility of collecting accounts that are delinquent for over 60 days to the City of Lynwood;

WHEREAS, the City Council of the City of Lynwood desires to keep the refuse collection costs at a minimum within the City and require that all persons pay their fair share of these collection costs in order to keep fees as low as possible; and

WHEREAS, the City Council of the City of Lynwood has determined that the best method of achieving this goal is to establish permanent procedures whereby the City can place overdue charges of delinquent accounts on the property tax assessment rolls of single family residential parcels (up to three units) so as to better ensure payment; and
WHEREAS, the City Council of the City of Lynwood believes that these procedures are in the best interest of the City of Lynwood.

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

Section 1. The Fees authorized pursuant to City of Lynwood Municipal Code Section 9-1, including those owing prospectively as well as those that remain unpaid as of April 1 of any year, may be collected on the property tax roll pursuant to the provisions of Health & Safety Code Section 5473 et seq as those may be amended from time to time.

   a. Written Report: Annually, on or before June 15 of each year, the City or its Solid Waste Contractor shall cause a written report to be prepared and filed with the City Clerk. The report shall describe each parcel of real property in the City receiving services and the amount of the charge associated with such services for the next fiscal year.

   In addition, for collection of delinquent accounts, the contractor shall cause a report of delinquent fees or charges to be prepared annually after April 1 of any year. The report may contain both prospective and delinquent charges.

   b. Upon receipt of the initial report, the City Council shall fix a time, date and place for a public hearing on the report and any objections or protests thereto, and shall cause written notice of such hearing to be mailed to the landowners listed on the report not fewer than 15 calendar days prior to the date of the public hearing. Thereafter, annual notice regarding the report shall be made by publication pursuant to Health & Safety Code Section 5473.1 prior to the date set for the hearing, as that may be amended from time to time and pursuant to Govt. Code Section 6066.

   c. On June 16, 2020, the City Council set the public hearing as July 7, 2020, at the hour of 6:00 p.m. or soon thereafter, in the Council Chamber of the City Hall Annex, 11350 Bullis Road, Lynwood, California. Given the Covid-19 Pandemic, this Public Hearing may only be held telephonically to protect the health and well-being of the meeting participants. If the Public Hearing is accessible telephonically, members of the public may participate by dialing one of the following numbers (213) 306-3065, (720) 650-7664, (206) 207-1700, then dialing in the following access code to be connected to the meeting 626 897 133, password 5969.

Information on the telephonic access to the City Council Meeting may change. To receive the most updated information on whether the Public Hearing is accessible telephonically; and/or changes on the phone numbers as well as access codes and passwords, this information is included in the July 7, 2020 Agenda. Members of the public may access this Agenda online by visiting the City of Lynwood’s website at www.lynwood.ca.us, clicking on “Agendas”, selecting “Council Meeting Agenda Packet”, and selecting “Agenda July 7, 2020-Regular Meeting” to obtain the dial-in number and correlating
access code. Members of the public may also use the following link: [http://lynwood.ca.us/document-category/agendas/](http://lynwood.ca.us/document-category/agendas/).

d. At the hearing, the City Council shall hear any objections or protests of landowners liable to be assessed for fees. At the conclusion of its public hearing, the City Council shall determine and approve, as an assessment against the property, all past-due billings and penalties due to the date of said hearing, together with the costs incurred in collecting the unpaid charges. If there is a majority protest of the total number of property owners notified, the report shall not be approved. Otherwise, the City Council may make such revisions or corrections to the report as it deems just; after which, by resolution, the report may be confirmed.

e. After the public hearing, without delaying the submittal of the list of delinquent amounts per parcel to the County, property owners will be given an opportunity to pay delinquent charges prior to the placement of delinquent charges on property tax rolls.

f. A certified copy of the confirmed report shall be filed with the County Auditor for amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The City Clerk shall file the report with the County Auditor before August 10th of each year. The City may delegate responsibilities for the report to the Contractor or to a contractor for the City except for the conduct of the public hearing.

**Section 2.** Special Assessment.

a. The fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land, and are a lien on the property for the amount of such delinquent fees plus administrative costs. The lien created attaches upon recordation, in the office of the County Recorder, of such certified copy of the resolution of confirmation. Cal. Gov. Code § 25831.

b. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes and shall be subject to the same penalties and the same procedure, including sale in case of delinquency, as provided for such taxes.

c. All laws applicable to the levy, collection and enforcement of ad valorem property taxes shall be applicable to such assessments, except that, if any real property to which such fees or charges attach to has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed shall not attach to such real property and the fees or charges and interest shall be transferred to the unsecured roll for collection.
d. Each delinquent refuse bill shall be increased by an amount not to exceed the actual costs incurred by the County of Los Angeles and charged to the City of Lynwood for placing the delinquent refuse bills on the property tax roll via special assessment.

e. The list of properties and the amount to be collected attached as Exhibit “A,” shall be forwarded to the County Assessor for posting on the tax bill as a special assessment. Exhibit “A” may be modified by the City Manager prior to placing the delinquent bills on the property tax roll where delinquent refuse charges are paid following the July 7, 2020 public hearing.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**Section 4.** The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 16th day of June, 2020.

_______________________________
Aide Castro
Mayor

_______________________________  ______________________________
María Quiñónez Jose Ometeotl
City Clerk City Manager

APPROVED AS TO FORM:  APPROVED AS TO CONTENT:

_______________________________  ______________________________
Noel Tapia Richard J. Sandzimier
City Attorney Director of Public Works
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
AGENDA STAFF REPORT

DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: Richard J. Sandzimier, Director of Public Works
Thomas Thornton, City Engineer
Lorry Hempe, Public Works Special Projects Manager

SUBJECT: INTENTION TO LEVY AND COLLECT DELINQUENT CHARGES IN CONNECTION WITH WATER, SANITATION, STORM DRAIN OR SEWER SYSTEM ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021 AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS)

Recommendation:

Staff recommends that the City Council adopt the attached resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD OF ITS INTENTION TO LEVY AND COLLECT DELINQUENT CHARGES AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS) IN CONNECTION WITH ITS WATER, SANITATION, STORM DRAINAGE, OR SEWER SYSTEM ON THE TAX ROLL FOR FISCAL YEAR 2020-21 AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS AS JULY 7, 2020."

Background:

Section 54354 of the California Government Code authorizes cities that undertake the collection, treatment, or disposal of sewage or supply water, or collect, treat or dispose of storm water, to declare that delinquent charges and all penalties thereon shall constitute a lien upon real the property. Lynwood Municipal Code Sections 14-1.27(d) and 14-1.30 currently allow delinquent charges to be considered liens against the property. The City’s delinquent charges in connection with water, sanitation, storm drainage or sewerage system may include unpaid water consumption charges, utility user tax, readiness to serve charge, sewer fees, street sweeping, livable environment fee and/or late payment penalty fees. Both property owners and account holders will be given an opportunity to pay the delinquent charges to avoid such charges to appear on the County tax roll.

Discussion and Analysis:

As of June 10, 2020, for single family residential for up to three units, there are an estimated 1,016 parcels, with
corresponding accounts totaling approximately $175,324.10 that are delinquent over 60 days.

Collecting on these delinquent accounts has been challenging. Discontinuance of water service for non-payment may not always be a viable option because of the City's obligation to maintain public health.

Property Owner and Account Holder to be Given an Opportunity to Correct and Pay Delinquent Charges Prior to Levy on the Property Tax Bill

Property owners will be given an opportunity to pay for delinquent charges prior to the placement of delinquent charges being placed on the property tax rolls. A notice will be provided to the property owners of the City's intent to place such charge on the property tax roll to give property owners an opportunity to pay the delinquent amounts thus avoiding a levy on the property tax roll. Account holders, not necessarily the property owner, will also be notified and provided an opportunity to pay the delinquent amount.

They will also be given an opportunity to object and protest at a public hearing. At the public hearing the City Council may make revisions, or corrections to the report of delinquent charges. After the public hearing, to the extent possible without delaying the submittal of the list of delinquent amounts per parcel to the County, property owners will be given an opportunity to pay to avoid the levy on their property tax.

Setting a Public Hearing Date and Time

Staff recommends that the City Council set a public hearing for July 7, 2020, at the hour of 6:00 p.m. or soon thereafter, in the Council Chamber of the City Hall Annex, 11350 Bullis Road, Lynwood, California, to hear protests and objections on the intent to levy and collect delinquent charges against single family residential parcels (up to three units) in connection with its water, sanitation, storm drainage, or sewer system on the County property tax roll.

A report containing the list of properties and their corresponding charges will be filed with the City Clerk prior to the public hearing and will be made available for public inspection.

Given the Covid-19 Pandemic, this Public Hearing may only be held telephonically to protect the health and well-being of the meeting participants. If the Public Hearing is accessible telephonically, members of the public may participate by dialing one of the following numbers (213) 306-3065, (720) 650-7664, (206) 207-1700, then dialing in the following access code to be connected to the meeting 626 897 133, password 5969.

Information on the telephonic access to the City Council Meeting may change. To receive the most updated information on whether the Public Hearing is accessible telephonically; and/or changes on the phone numbers as well as access codes and passwords, this information is included in the July 7, 2020 Agenda. Members of the public may access this Agenda online by visiting the City of Lynwood’s website at www.lynwood.ca.us, clicking on “Agendas”, selecting “Council Meeting Agenda Packet”, and selecting “Agenda July 7, 2020-Regular Meeting” to obtain the dial-in number and correlating access code. Members of the public may also use the following link: http://lynwood.ca.us/document-category/agendas/.

Fiscal Impact:

As of June 10, 2020, for single family residential for up to three units, there are an estimated 1,016 parcels, with corresponding accounts, totaling approximately $175,324.10 that are delinquent over 60 days. The levy and collection of the delinquent amounts on the property tax roll increases the City's ability to recover the amounts owed for services provided.

The list of delinquent accounts will be updated as payments are received.

Coordinated With:

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

ATTACHMENTS:
   Description
   Resolution
RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNNWOOD OF ITS INTENTION TO LEVY AND COLLECT DELINQUENT CHARGES AGAINST SINGLE FAMILY RESIDENTIAL PARCELS (UP TO THREE UNITS) IN CONNECTION WITH ITS WATER, SANITATION, STORM DRAINAGE, OR SEWER SYSTEM ON THE TAX ROLL FOR FISCAL YEAR 2020-21 AND FIXING THE TIME AND PLACE FOR HEARING PROTESTS AND OBJECTIONS AS JULY 7, 2020

WHEREAS, Section 54354 of the California Government Code authorizes cities that undertake the collection, treatment, or disposal of sewage or supply water, or collect, treat or dispose of storm water, to declare that delinquent charges and all penalties thereon shall constitute a lien upon real property;

WHEREAS, Health and Safety Code Section 5471 et seq authorizes cities to collect by a two-thirds of a vote of the members of the legislative body thereof, to prescribe, revise, and collect fees, rates and other charges for services and facilities furnished by it, either within or without its territorial limits, in connection with its water, sanitation, storm drainage, or sewerage system;

WHEREAS, various cities and counties have placed delinquent charges in connection with its water, sanitation, storm drainage, or sewer system on the property tax roll as a mechanism of collection;

WHEREAS, the City of Lynwood maintains the collection and billing for charges in connection with water, sanitation, storm drainage, and sewer systems pursuant to the provisions of Lynwood Municipal Code Section 9-1.20(d)(1)(a) (Health and Sanitation);

WHEREAS, the City’s delinquent charges in connection with water, sanitation, storm drainage or sewerage system may include unpaid water consumption charges, utility user tax, readiness to serve charge, sewer fees, street sweeping, livable environment fee and/or late payment penalty fees;

WHEREAS, Lynwood Municipal Code Sections 14-1.27(d) and 14-1.30 currently allows delinquent charges to be considered liens against the property;

WHEREAS, the City Council of the City of Lynwood desires to keep water, sanitation, storm drainage, or sewer system costs at a minimum within the City and require that all persons pay their fair share of these collection costs in order to keep fees as low as possible;

WHEREAS, the City Council of the City of Lynwood has determined that the best method of achieving this goal is to establish permanent procedures whereby the City can place overdue charges of delinquent water, sanitation, storm drainage or sewer system accounts on the property tax assessment rolls of single family residential parcels (up to three units) so as to better ensure payment; and
WHEREAS, the City Council of the City of Lynwood believes that these procedures are in the best interest of the City of Lynwood.

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

Section 1. The Fees authorized pursuant to Health and Safety Code Section 5471 et seq, including those owing prospectively as well as those that remain unpaid as of April 1 of any year, may be collected on the property tax roll pursuant to the provisions of Health & Safety Code Section 5473 et seq as those may be amended from time to time.

a. Written Report: Annually, on or before June 15 of each year, the City shall cause a written report to be prepared and filed with the City Clerk. The report shall describe each parcel of real property in the City receiving such services and the amount of the charge associated with such services for the next fiscal year.

In addition, for collection of delinquent accounts, the City shall cause a report of delinquent fees or charges to be prepared annually after April 1 of any year. The report may contain both prospective and delinquent charges.

b. Upon receipt of the initial report, the City Council shall fix a time, date and place for a public hearing on the report and any objections or protests thereto, and shall cause written notice of such hearing to be mailed to the landowners listed on the report not fewer than 15 calendar days prior to the date of the public hearing. Thereafter, annual notice regarding the report shall be made by publication pursuant to Health & Safety Code Section 5473.1 prior to the date set for the hearing, as that may be amended from time to time and pursuant to Govt. Code Section 6066.

c. On June 16, 2020, the City Council set the public hearing as July 7, 2020, at the hour of 6:00 p.m. or soon thereafter, in the Council Chamber of the City Hall Annex, 11350 Bullis Road, Lynwood, California. Given the Covid-19 Pandemic, this Public Hearing may only be held telephonically to protect the health and well-being of the meeting participants. If the Public Hearing is accessible telephonically, members of the public may participate by dialing one of the following numbers (213) 306-3065, (720) 650-7664, (206) 207-1700, then dialing in the following access code to be connected to the meeting 626 897 133, password 5969.

Information on the telephonic access to the City Council Meeting may change. To receive the most updated information on whether the Public Hearing is accessible telephonically; and/or changes on the phone numbers as well as access codes and passwords, this information is included in the July 7, 2020 Agenda. Members of the public may access this Agenda online by visiting the City of Lynwood’s website at www.lynwood.ca.us, clicking on “Agendas”, selecting “Council Meeting Agenda Packet”, and selecting “Agenda July 7, 2020-Regular Meeting” to obtain the dial-in number and correlating access code. Members of the public may also use the following link: http://lynwood.ca.us/document-category/agendas/.
d. At the hearing, the City Council shall hear any objections or protests of landowners liable to be assessed for fees. At the conclusion of its public hearing, the City Council shall determine and approve, as an assessment against the property, all past-due billings and penalties due to the date of said hearing, together with the costs incurred in collecting the unpaid charges. If there is a majority protest of the total number of property owners notified, the report shall not be approved. Otherwise, the City Council may make such revisions or corrections to the report as it deems just; after which, by resolution, the report may be confirmed.

e. After the public hearing, without delaying the submittal of the list of delinquent amounts per parcel to the County, property owners will be given an opportunity to pay delinquent charges prior to the placement of delinquent charges on property tax rolls.

f. A certified copy of the confirmed report shall be filed with the County Auditor for amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The City Clerk shall file the report with the County Auditor before August 10th of each year. The City may delegate responsibilities for the report to the Contractor a contractor for the City except for the conduct of the public hearing.

Section 2. Special Assessment.

a. The fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land, and are a lien on the property for the amount of such delinquent fees plus administrative costs. The lien created attaches upon recordation, in the office of the County Recorder, of such certified copy of the resolution of confirmation. Cal. Gov. Code § 25831.

b. The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes and shall be subject to the same penalties and the same procedure, including sale in case of delinquency, as provided for such taxes.

c. All laws applicable to the levy, collection and enforcement of ad valorem property taxes shall be applicable to such assessments, except that, if any real property to which such fees or charges attach to has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed shall not attach to such real property and the fees or charges and interest shall be transferred to the unsecured roll for collection.

d. Each delinquent water, sanitation, storm drainage, and sewer system bill shall be increased by an amount not to exceed the actual costs incurred by the County
of Los Angeles and charged to the City of Lynwood for placing the delinquent bills on the property tax roll via special assessment.

e. The list of properties and the amount to be collected attached as Exhibit “A,” shall be forwarded to the County Assessor for posting on the tax bill as a special assessment. Exhibit “A” may be modified by the City Manager prior to placing the delinquent bills on the property tax roll where delinquent charges are paid following the July 7, 2020 public hearing.

Section 3. This resolution shall take effect immediately upon its adoption.

Section 4. The City Clerk shall certify as to the adoption of this City Council Resolution.

PASSED, APPROVED and ADOPTED this 16th day of June, 2020

_______________________________
Aide Castro
Mayor

ATTEST:

__________________________
María Quiñónez
City Clerk

__________________________
Jose Ometeotl
City Manager

APPROVED AS TO FORM:

__________________________
Noel Tapia
City Attorney

APPROVED AS TO CONTENT:

__________________________
Richard J. Sandzimier
Director of Public Works
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
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
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
Lynwood Housing Authority
TO BE HELD ON
June 16, 2020

During the teleconference meeting, we ask all the public participating to please mute their device. Please advise the City Clerk of your intention to make a comment during public oral communication. Lines will be unmuted to allow you to make your comments, if any. If interpretation services are needed, please dial (310) 372-7549; conference code 673120. Duly Posted 6/12/20 by MQ.

TELECONFERENCE VIA WEBEX- participate by using one of the following numbers (213) 306-3065, (720) 650-7664, (206) 207-1700. Connect by using code 621 669 609; password 5969

1. CALL TO ORDER
2. CERTIFICATION OF AGENDA POSTING BY SECRETARY
3. ROLL CALL OF MEMBERS
   Aide Castro, Chair
   Jorge Casanova, Vice Chair
   Salvador Alatorre, Commissioner
   Marisela Santana, Commissioner
   Jose Luis Solache, Commissioner

PUBLIC ORAL COMMUNICATIONS
(Regarding Agenda Items Only)

NON-AGENDA PUBLIC ORAL COMMUNICATIONS
THIS PORTION PROVIDES AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE LYNWOOD HOUSING AUTHORITY ON ITEMS WITHIN THE JURISDICTION OF THE LYNWOOD HOUSING 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 LYNWOOD HOUSING AUTHORITY, BUT LYNWOOD HOUSING AUTHORITY 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).)

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.
4. APPROVAL OF THE WARRANT REGISTER-LH

Comments:
City of Lynwood Housing Authority warrant register dated June 16, 2020 for FY 2019-2020. (FIN)

Recommendation:
Staff recommends that the Lynwood Housing Authority approve the warrant register dated June 16, 2020 for FY 2019-2020.

5. CONTINUED USE OF THE BALANCE OF FUNDS ALLOCATED FROM THE LOW MOD INCOME HOUSING ASSET FUND FOR ENVIRONMENTAL STUDIES AND SERVICES FOR AN AFFORDABLE HOUSING DEVELOPMENT

Comments:
The Lynwood Housing Authority Board will consider authorizing the continued use of the balance of funds allocated from the Low-Mod Income Housing Asset Fund to provide a Remedial Action Plan for a proposed future affordable housing development on the City-controlled properties within the Alameda Triangle. (CD)

Recommendation:
Staff recommends that the City adopt the following resolution entitled: "A RESOLUTION OF THE CITY OF LYNWOOD HOUSING AUTHORITY BOARD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE CONTINUED USE OF THE BALANCE OF FUNDS ($11,459.10) ALLOCATED FROM THE LOW-MOD INCOME HOUSING ASSET FUND (LMIHAF) TO COVER COST ASSOCIATED WITH ENVIRONMENTAL STUDIES AND SERVICES REQUIRED TO PROCEED WITH PROPOSED AFFORDABLE HOUSING PROJECT(S) AT A LOCATION COMMONLY KNOWN AS THE ALAMEDA TRIANGLE."

ADJOURNMENT

THE LYNWOOD HOUSING AUTHORITY MEETINGS WILL BE POSTED AS NEEDED. THE NEXT MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL ANNEX, 11350 BULLIS ROAD, CITY OF LYNWOOD, CALIFORNIA.
DATE: June 16, 2020

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Jose E. Ometeotl, City Manager

PREPARED BY: John Downs, Director of Finance

Lilly Hampton, Senior Accounting Technician

SUBJECT: APPROVAL OF THE WARRANT REGISTER-LH

Recommendation:

Staff recommends that the Lynwood Housing Authority approve the warrant register dated June 16, 2020 for FY 2019-2020.

Background:

N/A

Discussion and Analysis:

N/A

Fiscal Impact:

N/A

Coordinated With:

City Manager
City Attorney

ATTACHMENTS:

- WARRANT RUN 6 16 20 LH
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<th>PO #</th>
<th>Description/Account</th>
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</tr>
</tbody>
</table>

3 Vouchers for bank code: lhaus2

Bank total: 301,021.12
Recommendation:

Staff recommends that the City adopt the following resolution entitled: “A RESOLUTION OF THE CITY OF LYNWOOD HOUSING AUTHORITY BOARD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE CONTINUED USE OF THE BALANCE OFFUNDS ($11,459.10) ALLOCATED FROM THE LOW-MOD INCOME HOUSING ASSET FUND (LMIHAF) TO COVER COST ASSOCIATED WITH ENVIRONMENTAL STUDIES AND SERVICES REQUIRED TO PROCEED WITH PROPOSED AFFORDABLE HOUSING PROJECT(S) AT A LOCATION COMMONLY KNOWN AS THE ALAMEDA TRIANGLE.”

Background:

In 2013, a Remedial Action Plan (RAP) for the Alameda Project Area was drafted for submittal to the Department of Toxic Substances (DTSC) for review and approval. Due to funding constraints, the process of approving the RAP was not completed. In order for DTSC to finalize the RAP for the Alameda Triangle Site, a Remediation Response Plan (“Response Plan”) needed to be updated with current environmental data and refined to include only City-controlled properties. In order to continue the process and provide the needed information, on June 4, 2019, the City engaged Ramboll (an environmental consulting firm) to complete the review with DTSC. Ramboll’s lead person for this project, Leo Rebele, had represented the City regarding this issue in the past. In fact, Mr. Rebele, as well as a number of other team members of Ramboll, were formerly employed by Tetra Tech who had assisted the City initially in the preparation of the Alameda Project Area RAP. While a majority of the work has been completed, there are still a few outstanding tasks that need to be finished.

Discussion and Analysis:

On June 4, 2019, the City entered into a Professional Services Agreement (“Agreement”) with Ramboll to provide needed environmental services for the completion of an Alameda Triangle RAP for the approval by DTSC, which
included services needed in connection with the completion of a Response Plan. The total amount of the Agreement was $57,000, which was funded from the Authority’s Low-Mod Income Housing Asset Fund (LMIHAF). Out of the originally approved funding of $57,000, there is $11,459.10 of unused funds left that can be used to complete outstanding tasks requested by DTSC. The preparation of technical environmental documents for completion of the Response Plan is critical for the proposed future development of affordable housing on the city-controlled Alameda Triangle properties.

*Per Health and Safety Code, Section 34176.1(a)(1)*, a housing successor may expend per fiscal year up to an amount equal to 5 percent of the statutory value of real property owned by the housing successor and of loans and grants receivable, including real property and loans and grants transferred to the housing successor pursuant to Section 34176 and real property purchased and loans and grants made by the housing successor. If this amount is less than two hundred thousand dollars ($200,000) for any given fiscal year, the housing successor may expend up to two hundred thousand dollars ($200,000) in that fiscal year for these purposes. The amount requested does not exceed the usable amount and use is consistent with the intended use of said funds.

**Proposed Extension**

Staff is requesting authorization to continue the use of the balance of LMIHAF funds ($11,459.10) to cover cost associated with environmental studies and services required to proceed with a proposed affordable housing project located at the Alameda Triangle, pursuant to H&SC Section 34176(a)(1). There is no additional funding being requested.

**Fiscal Impact:**

There is no impact to the General Fund. The total cost for these services would not exceed the remaining balance ($11,459.10) of the originally approved appropriation ($57,000) for the project, which would be funded out of the Lynwood Housing Authority’s LMIHAF, pursuant to H&SC Section 34176(a)(1).

**Coordinated With:**

City Manager's Office  
City Attorney  
Finance & Administration Services

**ATTACHMENTS:**

- Description
- Attachment A - Resolution
RESOLUTION NO.

A RESOLUTION OF THE CITY OF LYNWOOD HOUSING AUTHORITY BOARD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AUTHORIZING THE CONTINUED USE OF THE BALANCE OF FUNDS ($11,459.10) ALLOCATED FROM THE LOW-MOD INCOME HOUSING ASSET FUND (LMIHAF) TO COVER COST ASSOCIATED WITH ENVIRONMENTAL STUDIES AND SERVICES REQUIRED TO PROCEED WITH PROPOSED AFFORDABLE HOUSING PROJECT(S) AT A LOCATION COMMONLY KNOWN AS THE ALAMEDA TRIANGLE

WHEREAS, in 2013, a Remedial Action Plan (RAP) for the Alameda Project Area was drafted for submittal to the Department of Toxic Substances (DTSC) for review and approval. Due to funding constraints, the review process and approval of the RAP was not completed; and

WHEREAS, in order for DTSC to finalize the RAP review for the Alameda Triangle Site, a Remediation Response Plan (Response Plan) must be updated with current environmental data and refined to include only City-controlled property; and

WHEREAS, on June 4, 2019, the City of Lynwood (“City”) approved a Professional Services Agreement (“Agreement”) with Ramboll (“Consultant”) to provide needed environmental services for the completion of an Alameda Triangle RAP for the approval by DTSC, which included services needed in connection with the completion of a Response Plan; and

WHEREAS, the total amount of the Agreement was for a not to exceed amount of $57,000, which was allocated from the Housing Authorities Low Mod Income Housing Asset Fund (LMIHAF), and

WHEREAS, a majority of the work has been completed; however, services are still needed to finish all tasks as requested by DTSC; and

WHEREAS, out of the originally approved $57,000, there is $11,459.10 of unused funds left that can be used to complete the tasks of the original Agreement; and

WHEREAS, Per Health and Safety Code, Section 34176.1, a housing successor may expend per fiscal year up to an amount equal to 5 percent of the statutory value of real property owned by the housing successor and of loans and grants receivable, including real property and loans and grants transferred to the housing successor pursuant to Section 34176 and real property purchased and loans and grants made by the housing successor. If this amount is less than two hundred thousand dollars ($200,000) for any given fiscal year, the housing successor may expend up to two hundred thousand dollars ($200,000) in that fiscal year for these purposes; and
WHEREAS, the amount requested does not exceed the usable amount and use is consistent with the intended use of said funds; and

WHEREAS, the City and the Consultant wish to enter into a First Amendment to the Agreement extending the term of the Agreement to allow the completion of all tasks associated with the project using the balance of the $57,000 approved for the project; and

WHEREAS, the preparation of technical environmental documents for completion of the Response Plan is critical for the proposed future development of affordable housing on the city-controlled Alameda Triangle property and therefore funding to extend the Agreement for said services is in order.

NOW, THEREFORE, THE BOARD OF THE HOUSING AUTHORITY OF THE CITY OF LYNWOOD (“AUTHORITY BOARD”) DOES HEREBY FIND, DETERMINE, ORDER AND RESOLVE AS FOLLOWS:

Section 1. The Authority Board hereby authorizes the appropriation of $11,459.10 from the LMIHAF account (which is the balance of the unused funds left from the Agreement with Ramboll) to provide needed environmental services for the completion of an Alameda Triangle RAP for the approval by DTSC, which includes services needed in connection with the completion of a Response Plan.

Section 2. The Authority Board hereby directs Finance to take the necessary steps to adjust budget documents as needed to reflect the authorized appropriation for use of said cost for all related services as described in Sections 1.

Section 3. This resolution shall become effective immediately upon its adoption.

Section 4. The Authority Board’s Secretary shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
PASSED, APPROVED and ADOPTED this 16th day of June 2020.

Aide Castro
Chair

ATTEST:

Maria Quinonez
Secretary

APPROVED AS TO FORM:

Noel Tapia
Authority Counsel

APPROVED AS TO CONTENT:

Jose Ometeotl
Executive Director
SPECIAL AND URGENT NOTICE ELIMINATING IN-PERSON PUBLIC PARTICIPATION AT CITY OF LYNWOOD COUNCIL MEETINGS

These are unprecedented times. The President, Governor, and the City of Lynwood have declared a State of Emergency as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-29-20 that directs Californians to follow public health directives including cancelling all large gatherings. The Executive Order also lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation.

The health and well-being of our residents is the top priority for the City of Lynwood and you are urged to take all appropriate health safety precautions. To that end, out of an abundance of caution members of the public wishing to participate will be able to do so telephonically. In order to participate via telephone please follow the steps below:

1. Dial any of the following phone numbers (213) 306-3065, (720) 650-7664, (206) 207-1700. (If any of the numbers ring busy please proceed to call the next phone number provided)
2. Dial in the following access code to be connected to the meeting 621-669-609; password 5969

If interpretation services are needed, please dial (310) 372-7549, conference code 673120

*ANY MEMBERS OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR THE ITEMS ON THE AGENDA MAY DO SO AS FOLLOWS:

1. Email: You can email comments to cityclerk@lynwood.ca.us no later than three (3) hours before the start of the meeting. Please identify the Agenda item you wish to address in your comments. Your comments will be read into the record.

2. Telephone: You can record your comments at (310) 603-0220 Ext. 520 no later than three (3) hours before the start of the meeting. Please identify the Agenda item you wish to address in your comments. Your comments will be read into the record.

Lynwood City Council and staff thank you for your continued patience and cooperation during these unprecedented times. If you have any questions related to participation in the City Council Meeting please call (310) 603-0220 Ext. 214.

Thank you
AVISÓ ESPECIAL Y URGENTE ELIMINANDO LA PARTICIPACIÓN PÚBLICA EN PERSONA EN LAS REUNIONES DEL CONSEJO DE LA CIUDAD DE LYNWOOD

Estos son tiempos sin precedentes. El presidente, el gobernador, y la ciudad de Lynwood han declarado un estado de emergencia como resultado de la amenaza de COVID-19 (también conocido como el “coronavirus”). El gobernador también emitió la Orden Ejecutiva N-29-20 que ordena a los californianos que sigan las directivas de salud pública, incluyendo la cancelación de todas las reuniones grandes. La Orden Ejecutiva también levanta la estricta restricción a la ley Brown Act con respecto a los requisitos de teleconferencia y permite a los oficiales legislativos locales conducir sus reuniones sin cumplir con los requisitos normales de participación pública en persona.

La salud y el bienestar de nuestros residentes es la máxima prioridad para la Cuidad de Lynwood y se le recomienda que tome todas las precauciones de seguridad de salud apropiadas. Con ese fin, por precaución los miembros del público que deseen participar podrán hacerlo por teleconferencia. Para participar por teléfono, siga estos pasos:

1. Marque cualquiera de los siguientes números de teléfono (213) 306-3065, (720) 650-7664, (206) 207-1700. (Si alguno de los números suena ocupado, llame al siguiente número de teléfono proporcionado)
2. Marque el siguiente código de acceso 621-669-609; contraseña 5969 para conectarse a la reunión

Si se necesitan servicios de interpretación, marque (310) 372-7549, código de conferencia 673120

CUALQUIER MIEMBRO DEL PÚBLICO QUE DESEE PROPORCIONAR COMENTARIOS PÚBLICOS SOBRE LOS PUNTOS DEL ORDEN DEL DÍA PUEDE HACERLO DE LA SIGUIENTE MANERA:

1. Correo electrónico: puede enviar sus comentarios por correo electrónico a cityclerk@lynwood.ca.us a más tardar tres (3) horas antes de la junta el día de la reunión. Identifique el elemento de la Agenda que desea abordar en sus comentarios. Sus comentarios serán leídos en el registro.

2. Teléfono: puede grabar sus comentarios al (310) 603-0220 ext. 520 a más tardar tres (3) horas antes de la junta el día de la reunión. Identifique el elemento de la Agenda que desea abordar en sus comentarios. Sus comentarios serán leídos en el registro.

El Ayuntamiento y el personal de Lynwood le agradecen por sus continuos paciencia y cooperación durante estos tiempos sin precedentes. Si tiene alguna pregunta relacionada con la participación en la Reunión del Consejo de la Ciudad, llame al (310) 603-0220 Ext. 214

Gracias