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**Agenda - Final**

**Thursday, February 18, 2021**

**10:30 AM**

To give written or live public comment, please see the top of page 4

## **Construction Committee**

*Janice Hahn, Chair*

*Robert Garcia, Vice Chair*

*Kathryn Barger*

*Jacquelyn Dupont-Walker*

*Tim Sandoval*

*Tony Tavares, non-voting member*

*Phillip A. Washington, Chief Executive Officer*

**METROPOLITAN TRANSPORTATION AUTHORITY BOARD RULES**  
(ALSO APPLIES TO BOARD COMMITTEES)

**PUBLIC INPUT**

A member of the public may address the Board on agenda items, before or during the Board or Committee's consideration of the item for one (1) minute per item, or at the discretion of the Chair. A request to address the Board must be submitted electronically using the tablets available in the Board Room lobby. Individuals requesting to speak will be allowed to speak for a total of three (3) minutes per meeting on agenda items in one minute increments per item. For individuals requiring translation service, time allowed will be doubled. The Board shall reserve the right to limit redundant or repetitive comment.

The public may also address the Board on non agenda items within the subject matter jurisdiction of the Board during the public comment period, which will be held at the beginning and/or end of each meeting. Each person will be allowed to speak for one (1) minute during this Public Comment period or at the discretion of the Chair. Speakers will be called according to the order in which their requests are submitted. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item.

Notwithstanding the foregoing, and in accordance with the Brown Act, this agenda does not provide an opportunity for members of the public to address the Board on any Consent Calendar agenda item that has already been considered by a Committee, composed exclusively of members of the Board, at a public meeting wherein all interested members of the public were afforded the opportunity to address the Committee on the item, before or during the Committee's consideration of the item, and which has not been substantially changed since the Committee heard the item.

In accordance with State Law (Brown Act), all matters to be acted on by the MTA Board must be posted at least 72 hours prior to the Board meeting. In case of emergency, or when a subject matter arises subsequent to the posting of the agenda, upon making certain findings, the Board may act on an item that is not on the posted agenda.

**CONDUCT IN THE BOARD ROOM** - The following rules pertain to conduct at Metropolitan Transportation Authority meetings:

**REMOVAL FROM THE BOARD ROOM** The Chair shall order removed from the Board Room any person who commits the following acts with respect to any meeting of the MTA Board:

- a. Disorderly behavior toward the Board or any member of the staff thereof, tending to interrupt the due and orderly course of said meeting.
- b. A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting.
- c. Disobedience of any lawful order of the Chair, which shall include an order to be seated or to refrain from addressing the Board; and
- d. Any other unlawful interference with the due and orderly course of said meeting.

**INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD**

Agendas for the Regular MTA Board meetings are prepared by the Board Secretary and are available prior to the meeting in the MTA Records Management Department and on the Internet. Every meeting of the MTA Board of Directors is recorded and is available at [www.metro.net](http://www.metro.net) or on CD's and as MP3's for a nominal charge.

## DISCLOSURE OF CONTRIBUTIONS

The State Political Reform Act (Government Code Section 84308) requires that a party to a proceeding before an agency involving a license, permit, or other entitlement for use, including all contracts (other than competitively bid, labor, or personal employment contracts), shall disclose on the record of the proceeding any contributions in an amount of more than \$250 made within the preceding 12 months by the party, or his or her agent, to any officer of the agency, additionally PUC Code Sec. 130051.20 requires that no member accept a contribution of over ten dollars (\$10) in value or amount from a construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity that has contracted with the authority in the preceding four years. Persons required to make this disclosure shall do so by filling out a "Disclosure of Contribution" form which is available at the LACMTA Board and Committee Meetings. Failure to comply with this requirement may result in the assessment of civil or criminal penalties.

## ADA REQUIREMENTS

Upon request, sign language interpretation, materials in alternative formats and other accommodations are available to the public for MTA-sponsored meetings and events. All requests for reasonable accommodations must be made at least three working days (72 hours) in advance of the scheduled meeting date. Please telephone (213) 922-4600 between 8 a.m. and 5 p.m., Monday through Friday. Our TDD line is (800) 252-9040.

## LIMITED ENGLISH PROFICIENCY

A Spanish language interpreter is available at all Committee and Board Meetings. All other languages must be requested 72 hours in advance of the meeting by calling (213) 922-4600 or (323) 466-3876. Live Public Comment Instructions can also be translated if requested 72 hours in advance.



**323.466.3876**

x2 *Español (Spanish)*

x3 *中文 (Chinese)*

x4 *한국어 (Korean)*

x5 *Tiếng Việt (Vietnamese)*

x6 *日本語 (Japanese)*

x7 *русский (Russian)*

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**NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA**

**Live Public Comment Instructions:**

Live public comment can only be given by telephone.

The Committee Meeting begins at 10:30 AM Pacific Time on February 18, 2021; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 888-251-2949 and enter  
English Access Code: 8231160#  
Spanish Access Code: 4544724#

***To give public comment on an item, enter #2 (pound two) when that item is taken up by the Board. Please note that the live video feed lags about 30 seconds behind the actual meeting. There is no lag on the public comment dial-in line.***

**Instrucciones para comentarios publicos en vivo:**

Los comentarios publicos en vivo solo se pueden dar por telefono.

La Reunion de la Junta comienza a las 10:30 AM, hora del Pacifico, el 18 de Febrero de 2021. Puedes unirse a la llamada 5 minutos antes del comienzo de la junta.

Marque: 888-251-2949 y ingrese el codigo  
Codigo de acceso en ingles: 8231160#  
Codigo de acceso en espanol: 4544724#

***Para dar un comentario publico sobre un tema, ingrese #2 (Tecla de numero y dos) cuando ese tema mencionado por la Junta. Por favor tenga en cuenta que la transmision de video en vivo tiene un retraso de aproximadamente 30 segundos con respecto a la reunión real. No hay retraso en la línea de comentarios publicos.***

**Written Public Comment Instruction:**

Written public comments must be received by 5PM the day before the meeting.

Email: [goinsc@metro.net](mailto:goinsc@metro.net)

Post Office Mail:

Board Secretary's Office

One Gateway Plaza

MS: 99-3-1

Los Angeles, CA 90012

**CALL TO ORDER****ROLL CALL**

30. **SUBJECT: PROGRAM MANAGEMENT MAJOR PROJECT STATUS REPORT** [2020-0890](#)

**RECOMMENDATION**

RECEIVE oral report on the Major Project Status by the Chief Program Management Officer.

**Attachments:** [Presentation](#)

31. **SUBJECT: RAIL PROJECT COSTS** [2021-0001](#)

**RECOMMENDATION**

RECEIVE AND FILE status report on rail project costs.

**Attachments:** [Presentation](#)

32. **SUBJECT: I-5 NORTH CAPACITY ENHANCEMENTS FROM SR- 118 TO SR-134; SEGMENT 3** [2020-0874](#)

**RECOMMENDATION**

CONSIDER amending the Life-of-Project (LOP) budget with a loan/advance to the California Department of Transportation (Caltrans) in an amount not to exceed \$73,200,000 for Segment 3 of I-5 North Capacity Enhancements Project between SR-134 and SR-118 (Project) to fill the funding gap between the approved amended LOP of \$880,903,000 and the \$954,103,000 anticipated cost to close the Project consistent with the provisions of the Board-adopted Measure R and Measure M Unified Cost Management Policy (Attachment A).

**Attachments:** [Attachment A - I-5 N HOV Measures R & M Unified Cost Management Policy](#)  
[Attachment B - January 2021 Board Report for the I-5 North Capacity Enhancer](#)

33. **SUBJECT: WEST SANTA ANA BRANCH - MASTER COOPERATIVE AGREEMENTS** [2020-0742](#)

**RECOMMENDATION**

- A. AUTHORIZING the Chief Executive Officer (CEO) or his designee to negotiate and execute Master Cooperative Agreements (MCAs) with WSAB Project Corridor Cities of Bell, Downey and Paramount and
- B. AUTHORIZING the Chief Executive Officer (CEO) or his designee to

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negotiate and execute remaining MCAs with other corridor cities.

**Attachments:**      [Attachment A City of Bell Council Approved MCA](#)  
[Attachment B City of Downey Council Approved MCA](#)  
[Attachment C City of Paramount Council Approved MCA](#)

**34. SUBJECT:      THIRD PARTY ADMINISTRATION** [2020-0893](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute an annual expenditure budget plan of \$16,619,340 for the FY21 Annual Work Plan for the City of Los Angeles.

**Attachments:**      [Attachment A - FY21 Annual Work Plan Anticipated Budget for City of Los Ange](#)

**35. SUBJECT:      CALTRANS UPDATE** [2021-0029](#)

**RECOMMENDATION**

RECEIVE report by the Caltrans District Director on Delivery of Projects on I-5.

**46. SUBJECT:      I-5 NORTH CAPACITY ENHANCEMENTS FROM SR-134 TO  
SR-118      SEGMENT 3** [2021-0036](#)

**RECOMMENDATION**

AUTHORIZE Contract Modification No. 288 (CCO 288) for payment to the California Department of Transportation (Caltrans) for the construction contract of Segment 3 of the I-5 North Capacity Enhancements Project from SR-134 to SR-118 (Project) in the amount of \$33.75 million contingent upon the Board's approval of the Board Report 2020-0874 and the increase of the Life of Project budget for this Project.

**Attachments:**      [Attachment A - Items of Work in the Settlement](#)

**SUBJECT:      GENERAL PUBLIC COMMENT** [2021-0020](#)

RECEIVE General Public Comment

Consideration of items not on the posted agenda, including: items to be presented and (if requested) referred to staff; items to be placed on the agenda for action at a future meeting of the Committee or Board; and/or items requiring immediate action because of an emergency situation or where the need to take immediate action came to the attention of the Committee subsequent to the posting of the agenda.

**COMMENTS FROM THE PUBLIC ON ITEMS OF PUBLIC INTEREST WITHIN COMMITTEE'S  
SUBJECT MATTER JURISDICTION**

## Adjournment



**Board Report**

**File #:** 2020-0890, **File Type:** Oral Report / Presentation

**Agenda Number:** 30.

**CONSTRUCTION COMMITTEE  
FEBRUARY 18, 2021**

**SUBJECT: PROGRAM MANAGEMENT MAJOR PROJECT STATUS REPORT**

**ACTION: ORAL REPORT**

**RECOMMENDATION**

RECEIVE oral report on the Major Project Status by the Chief Program Management Officer.

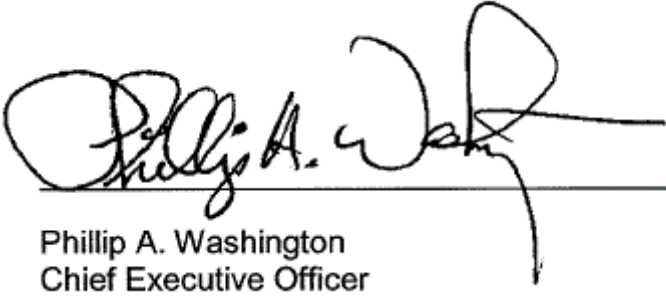
**DISCUSSION**

Update report covering the month of February 2021 by the Chief Program Management Officer.

Prepared by:

- **Crenshaw/LAX** - Sameh Ghaly, Sr EO Project Mgmt., (213) 418-3369
- **Regional Connector** - Gary Baker, EO Project Mgmt., (213) 893-7191
- **Westside Purple Line Ext 1** - James Cohen, EO Project Mgmt., (213) 922-7911
- **Westside Purple Line Ext 2** - Michael McKenna, EO Project Mgmt., (213) 312-3132
- **Westside Purple Line Ext 3** - Kimberly Ong, EO Project Mgmt., (323) 903-4112
- **Patsaouras Plaza Busway Station** - Timothy Lindholm, Sr. EO Project Engr., (213) 922-7297
- **Willowbrook/Rosa Park Station** - Timothy Lindholm, Sr. EO Project Engr., (213) 922-7297
- **I-210 Barrier Replacement** - Androush Danielians, EO Project Engr., (213) 922-7598
- **I-5 North** - Abdollah Ansari, Sr EO Construction & Engr., (213) 922-4781
- **I-5 South** - Abdollah Ansari, Sr EO Construction & Engr., (213) 922-4781
- **Presentation** - Shannon Hanley, Mgr, Project Control, (213) 922-1350





Phillip A. Washington  
Chief Executive Officer

# **Program Management Major Project Status Report**

Presented By

**Richard Clarke**

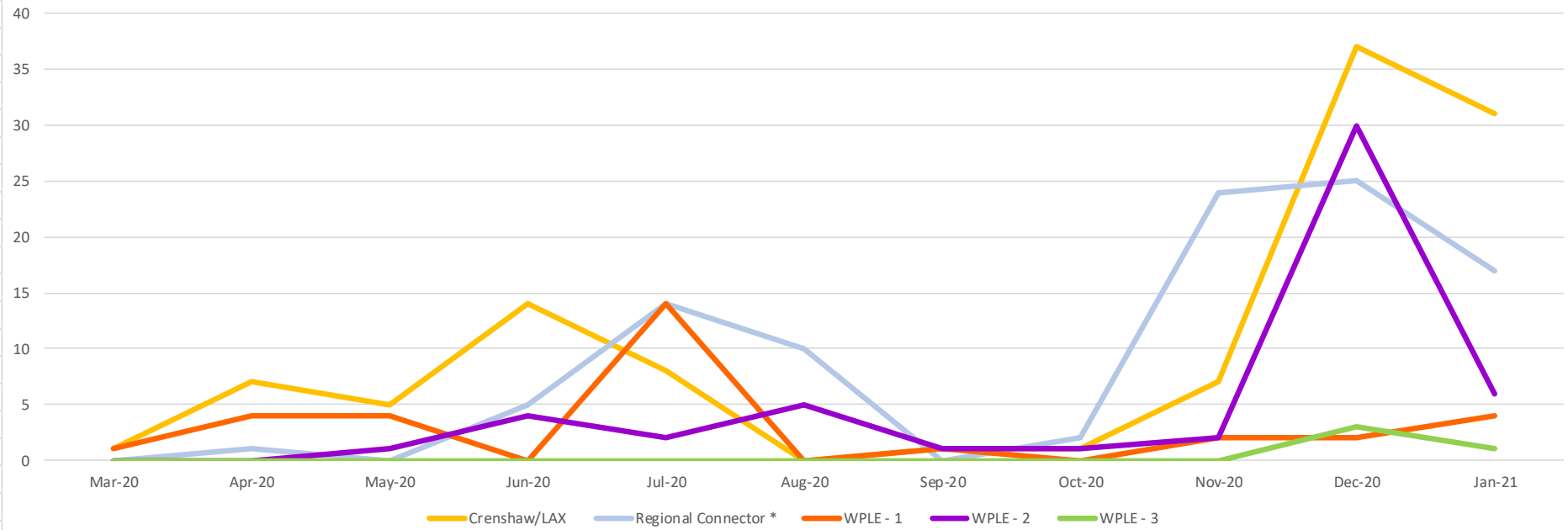
Chief Program Management Officer

# Impact of COVID-19 Cases on Mega Construction Projects (as of 1/31/2021)

Metro Mega Construction Projects COVID-19 Confirmed Cases





















Project	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Total Cases to Date
Crenshaw/LAX	1	7	5	14	8	0	1	1	7	37	31	112
Regional Connector *	0	1	0	5	14	10	0	2	24	25	17	98
WPLE - 1	1	4	4	0	14	0	1	0	2	2	4	32
WPLE - 2	0	0	1	4	2	5	1	1	2	30	6	52
WPLE - 3	0	0	0	0	0	0	0	0	0	3	1	4

Confirmed COVID-19 Cases



\*Regional Connector case count for December 2020 was revised due to a January 2021 audit

# PROJECT BUDGET & SCHEDULE STATUS SUMMARY CHART

Project	Cost Performance	Schedule Performance	Comments
Crenshaw/LAX			Project is 98% complete. Contractor is not applying sufficient work force to complete their remaining work. Metro continues to work with contractor to mitigate the schedule forecast; emphasizing safety and reliability in final acceptance of project elements and systems.
Regional Connector			Project is 74% complete. Schedule agreement seemed to mitigate Load Transfer System (LTS) delays and accelerate balance of Project; civil and structural giving way to systems and finishes in all areas except Alameda and 1st St; backfill and restorations at stations continue to gain pace.
Westside Purple Line Extension-Section 1			Project is 67% complete. Reviewing the impacts differing site conditions and third-party requirements have had on the project schedule. The Reach 3 anomaly is impacting critical path tunnel mining activities.
Westside Purple Line Extension-Section 2			Project is 41% complete and proceeding on schedule and within budget.
Westside Purple Line Extension-Section 3			Project is 18% complete and proceeding on schedule and within budget.
Willowbrook/Rosa Parks Station			The Customer Center, Mobility Hub + Public Plaza and promenade are complete and turned over to Metro. Package B is in full progress with underground utility work and vertical circulation work. Elevator #4 at the C Line West entrance, a major phase for the project, is expected to be completed by 1 <sup>st</sup> quarter 2021.
I-210 Barrier Replacement			Caltrans (CT) Design has approved Project 1's Plans, Specifications and Estimate (PS&E) package. However, the construction permit for Project 1 will be granted once the Aerially Deposited Lead (ADL) testing has been completed and submitted to Caltrans. Funding source for ADL testing still to be determined. Project 2 Barrier analysis has begun in late January. Development of Project Study Report (PSR) for Project 2 is underway.
1-5 North County Enhancements			Project is in procurement and is expected to begin construction in Summer 2021.
I-5 North: SR 118 to SR 134			Segment 1 and 2 are completed. Segment 3 (Empire Ave & Burbank) is 87% complete. Segment 4 (Magnolia to SR-134) is 98% complete and began the plant establishment phase on June 1, 2020.
I-5 South: Orange County Line to I-605			Segments 1, 3, and the Carmenita Interchange are completed. Segment 2 (Valley View) is 74% complete. Segment 4 (Imperial) is 97% complete and began the plant establishment phase on Jan 31, 2020. Segment 5 (Florence) is 92% complete.

February 2021

Construction Committee

Los Angeles County Metropolitan Transportation Authority



On target



Possible problem



Significant Impact



Metro 3

# CRENSHAW/LAX TRANSIT PROJECT

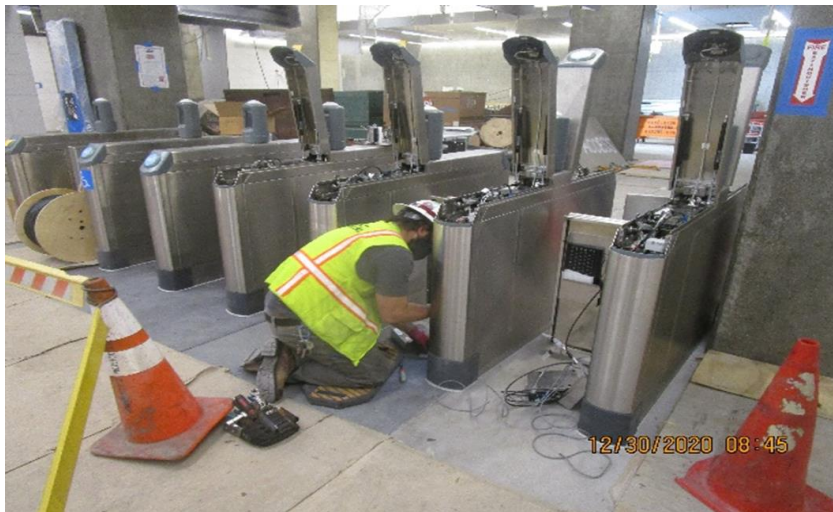
## ◆ BUDGET

	<u>Current</u>	<u>Forecast</u>
TOTAL COST	\$2,148M	\$2,148M

## ▲ SCHEDULE

	<u>Current</u>	<u>Forecast</u>
REVENUE OPERATION	May 2021	TBD - 2021

- Overall Project Progress is 98% complete.
- Contractor is not applying sufficient work force to complete their remaining work.
- Metro continues to work with contractor to mitigate the schedule forecast; emphasizing safety and reliability in final acceptance of project elements and systems.
- Remaining work is primarily systems—power, train control, station/tunnel fire life safety & communications.



LEIMERT PARK STATION – Continue performing electrical work to the Fare Gate/TVM system at the Paid & Free Area.



UNDERGROUND STRUCTURE NO. 3 – Start-up crew inspecting fans

February 2021



On target



Possible problem



Significant Impact



Metro 4

Construction Committee

Los Angeles County Metropolitan Transportation Authority

# REGIONAL CONNECTOR TRANSIT PROJECT

## OK BUDGET

	<u>Current</u>	<u>Forecast</u>
TOTAL COST	\$1,816M	\$1,816M

## OK SCHEDULE

	<u>Current</u> Summer/Fall 2022	<u>Forecast</u> Summer/Fall 2022
REVENUE OPERATION		

- Overall Project Progress is 74% complete.
- Little Tokyo/Arts District Station & Surrounding Area:** Utility work and excavation for underground guideway beneath Temple Street is advancing.
- Historic Broadway Station:** Construction work on the entrance structure including the overbuild structure foundation work is continuing.
- Grand Av Arts/Bunker Hill Station:** Approaching final concrete pours; Pedestrian Bridge construction over Hope underway.
- Flower Street:** Concrete nearing completion; final walkways and Mechanical, Electrical, & Plumbing (MEP) underway; interface plans with 7th/Metro Station under review.
- Trackwork:** Crossover installation east of Broadway Station underway; Trackwork between 7th/Metro and Little Tokyo/Arts District Station complete.
- Systems:** Overhead Conductor Rail (OCR) layout initiated with access from Alameda Wye to 7th/Metro Station.



Conduit installation inside CMU Walls at Grand Av Art/Bunker Hill Station



Backfill operations above roof slab at Flower St

February 2021



On target



Possible problem



Significant Impact

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Metro 5

# WESTSIDE PURPLE LINE EXTENSION – SECTION 1

## ◆ BUDGET

	<u>Current</u>	<u>Forecast</u>
<b>TOTAL COST*</b>	<b>\$3,354M</b>	<b>\$3,354M</b>

\* Includes Board approved LOP budget plus finance costs.

## ⚠ SCHEDULE

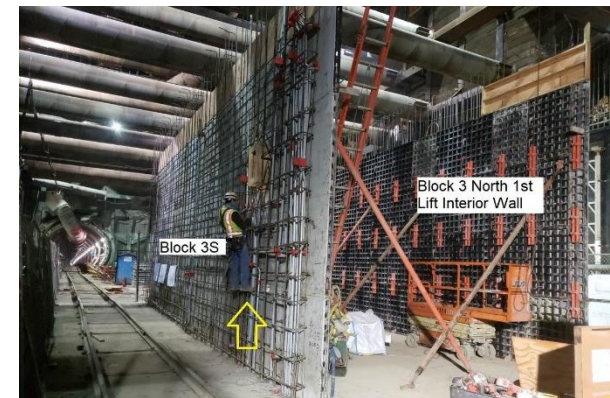
	<u>Current</u>	<u>Forecast</u>
<b>REVENUE</b>	<b>Fall</b>	<b>Fall</b>
<b>OPERATIONS</b>	<b>2024 (FFGA)</b>	<b>2023</b>

Overall Project Progress is 67% complete.

- Wilshire/La Brea Station:** Permanent utility installation / backfill (above the roof) activities, plenum work and appendage construction continue.
- Wilshire/Fairfax Station:** Concourse and 2<sup>nd</sup> lift wall concrete activities continue. Entrance plaza and appendage work move forward. Build out of roof forming systems is scheduled to start in January 2021.
- Wilshire/La Cienega Station:** Roof concrete placements continue through the month of February 2021. Work on the entrance structure also moves forward. Preparation for Tunnel Boring Machine (TBM) arrival continues.
- Tunneling:** The Purple TBM (Elsie) has mined 2,828 feet (86% complete) and is parked 75' from the anomaly site. The Red TBM (Soyeon) has mined 2,734 feet (83% complete) and is parked 190' from the anomaly site. Mining will continue once the Wilshire/San Vicente grout block installation is completed.
- Reach 1 Tunnel Cross Passages (CP):** 11 out of 12 cross passages have been excavated. Concrete placement for 5 cross passages are complete (#10, #11, #13, #14, #15). Completion of all Reach 1 cross passages is planned for February 2021.
- Schedule:** The Reach 3 anomaly is significantly impacting critical path tunnel mining activities. The project is attempting to mitigate the delay. The forecast completion is currently the 4<sup>th</sup> quarter of 2024. Metro and the FTA will have a formal risk assessment after mining through the anomaly is completed in April 2021. The Board will be briefed of the results of the risk assessment.



Wilshire/La Brea Concrete Placement Above Station Roof



Interior Wall Conduit Installation at Wilshire/Fairfax

February 2021

Construction Committee



On target



Possible problem



Significant Impact

# WESTSIDE PURPLE LINE EXTENSION – SECTION 2



## BUDGET

	<u>Current</u>	<u>Forecast</u>
<b>TOTAL COST*</b>	<b>\$2,530M</b>	<b>\$2,530M</b>

\* Includes Board approved LOP budget plus finance costs.



## SCHEDULE

	<u>Current</u>	<u>Forecast</u>
<b>REVENUE OPERATION</b>	<b>Winter 2026 (FFGA)</b>	<b>Summer 2025</b>

- Overall Project progress is 41% complete.
- **Century City Constellation Station**
  - On January 5, 2021, the City of Los Angeles approved additional street closures along Constellation Boulevard between Avenue of the Stars and Solar Way through April 4, 2021, including 13 weekend closures at the intersection of Constellation Boulevard and Avenue of the Stars.
  - Pile installation on Constellation Boulevard is anticipated to be completed in February 2021.
  - Decking operations are anticipated to be completed in April 2021.
- **Wilshire/Rodeo Station**
  - Excavation of the station is anticipated to be completed in February 2021.
- **Tunneling**
  - Tunneling operations are progressing. The BL TBM “Ruth” is east of the buildings on the Beverly Hills High School campus. The BR TBM “Harriet” is scheduled to be east of the high school buildings in late February 2021.
  - After the BR TBM reaches the tennis courts on the high school campus, all tunneling operations will be transitioned from the TBM Launch Box area to the access shaft.



Tunnel Access Shaft



Excavation - Wilshire/Rodeo Station

February 2021



On target



Possible problem



Major issue

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Metro 7



# WESTSIDE PURPLE LINE EXTENSION – SECTION 3

OK	BUDGET	
	<u>Current</u>	<u>Forecast</u>
TOTAL COST*	\$3,611M	\$3,611M

\* Includes Board approved LOP budget plus finance costs.

OK	SCHEDULE	
	<u>Current</u>	<u>Forecast</u>
REVENUE OPERATION	Winter 2028 (FFGA)	Spring 2027

- Overall Project progress is 18% complete
- Final design progress is 77% complete
- **C1151 Tunnel Contract**
  - TBM #1 (BR) has mined the initial 112 feet and is being fitted with gantries 2, 3, & 4 before resuming mining.
  - TBM #2 (BL) assembly continues at the BL headwall.
  - Fabrication of tunnel precast concrete liners are ongoing.
  - Installation of instrumentation and monitoring equipment is ongoing.
  - Special segment mold build and Aerially Deposited Lead removal proceeding.
- **C1152 Stations, Trackwork, and Systems Contract**
  - Final design is ongoing.
  - Westwood/VA Station power conduit installation along Wilshire Boulevard complete; ductbank installation on VA Lot 42 completion expected in January 2021.
  - VA solar panel removal completed in VA Lot 42; site preparation and soundwall installation expected to be complete in January 2021.
  - Utility relocation at UCLA and VA Stations sites planned to start in January/February 2021.
- **Other Work**
  - Joint trench for Verizon and Frontier telecommunications is substantially complete; punch list expected to be complete January 2021.
  - LADWP power cutover to 10921 Wilshire Boulevard is planned for spring of 2021.



BL TBM Assembly at Tail Track Exit Shaft



Installation of Sound Wall at the VA Site

February 2021



On target



Possible problem



Significant Impact

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Metro 8

# WILLOWBROOK/ROSA PARKS STATION

## BUDGET

	<u>Current</u>	<u>Forecast</u>
TOTAL COST	\$128.4M	\$128.4M

## SCHEDULE

	<u>Current</u>	<u>Forecast</u>
SUBSTANTIAL COMPLETION	March 2021	March 2021

- Package A: Customer Center, Mobility Hub and Public Plaza substantially complete and turned over to Metro. Final repairs to the Landscaping within the Public Plaza are ongoing.
- Package C: Remaining punch list and finish work ongoing throughout the platform.
- Package B: Package B underground utility work ongoing with underground utility work throughout. Installation of new County required storm drain in progress. Elevator 4 work at the C Line West Entrance is ongoing with temporary sidewalk and state inspection approval expected by end of February. Once certified, the project will be cleared to close up the entire central plaza for main Package B work.



Mobility Hub, Customer Service Building and Public Plaza complete and open to the public



Infrastructure Work @ Central Plaza



Storm Drain Work @ Central Plaza



Phase 1 Street Work completed

February 2021



On target



Possible problem



Significant Impact



Metro 9

Construction Committee

Los Angeles County Metropolitan Transportation Authority

# I-210 BARRIER REPLACEMENT PROJECT

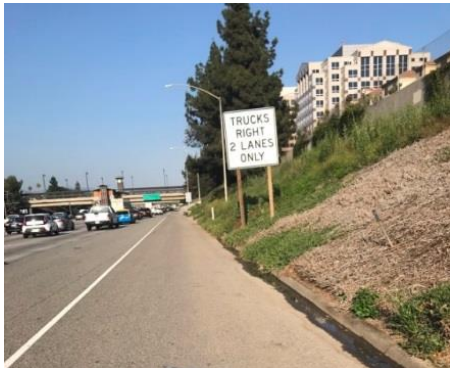
## OK BUDGET

	<u>Current</u>	<u>Forecast</u>
TOTAL COST	\$22.54M	\$22.54M
	Design	Design

## OK SCHEDULE

	<u>Current</u>	<u>Forecast</u>
Complete Design (Proj 1)	Feb 2021	Winter 2021
Complete Design (Proj 2)	Aug 2022	Summer 2022

- Project 1: Segment from Michillinda to Iconic Bridge – Caltrans (CT) Design has approved Project 1’s Plans, Specifications and Estimate (PS&E) package. However, the construction permit for Project 1 will be granted once the Aerially Deposited Lead (ADL) testing has been completed. Funding source for ADL testing still to be determined.
- Project 2: Segment from west end of the project to Michillinda – Barrier analysis has begun in late January. Development of Project Study Report (PSR) for Project 2 is underway.



Newly Installed Caltrans Freeway Sign



Incident in 2014



Newly Installed Speed Limit Sign

February 2021

OK On target

◆ Possible problem

▲ Significant Impact

Construction Committee

Los Angeles County Metropolitan Transportation Authority

# I-5 Construction Projects (Administered by Metro)



February 2021

Construction Committee

Los Angeles County Metropolitan Transportation Authority

# I-5 NORTH COUNTY ENHANCEMENTS

## BUDGET

	<u>Current</u>	<u>Forecast</u>
TOTAL COST	\$679.3M	\$679.3M

## SCHEDULE

	<u>Current</u>	<u>Forecast</u>
SUBSTANTIAL COMPLETION	Spring 2026	Spring 2026

- Project is in procurement phase and is expected to begin construction in Summer 2021.
- Advanced utility relocations on-going



Old Road-SCE Power & AT&T Relocation



Gavin Canyon Over-crossing-SCE Power & AT&T Relocation



Biscailuz Over-crossing AT&T Horizontal Directional Drill under I-5



February 2021



On target



Possible problem



Significant Impact

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Metro 12

# I-5 Construction Projects (By Caltrans)

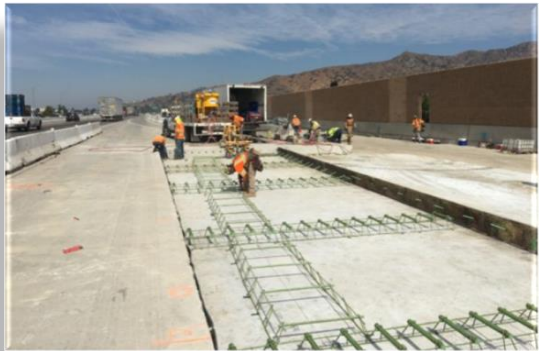
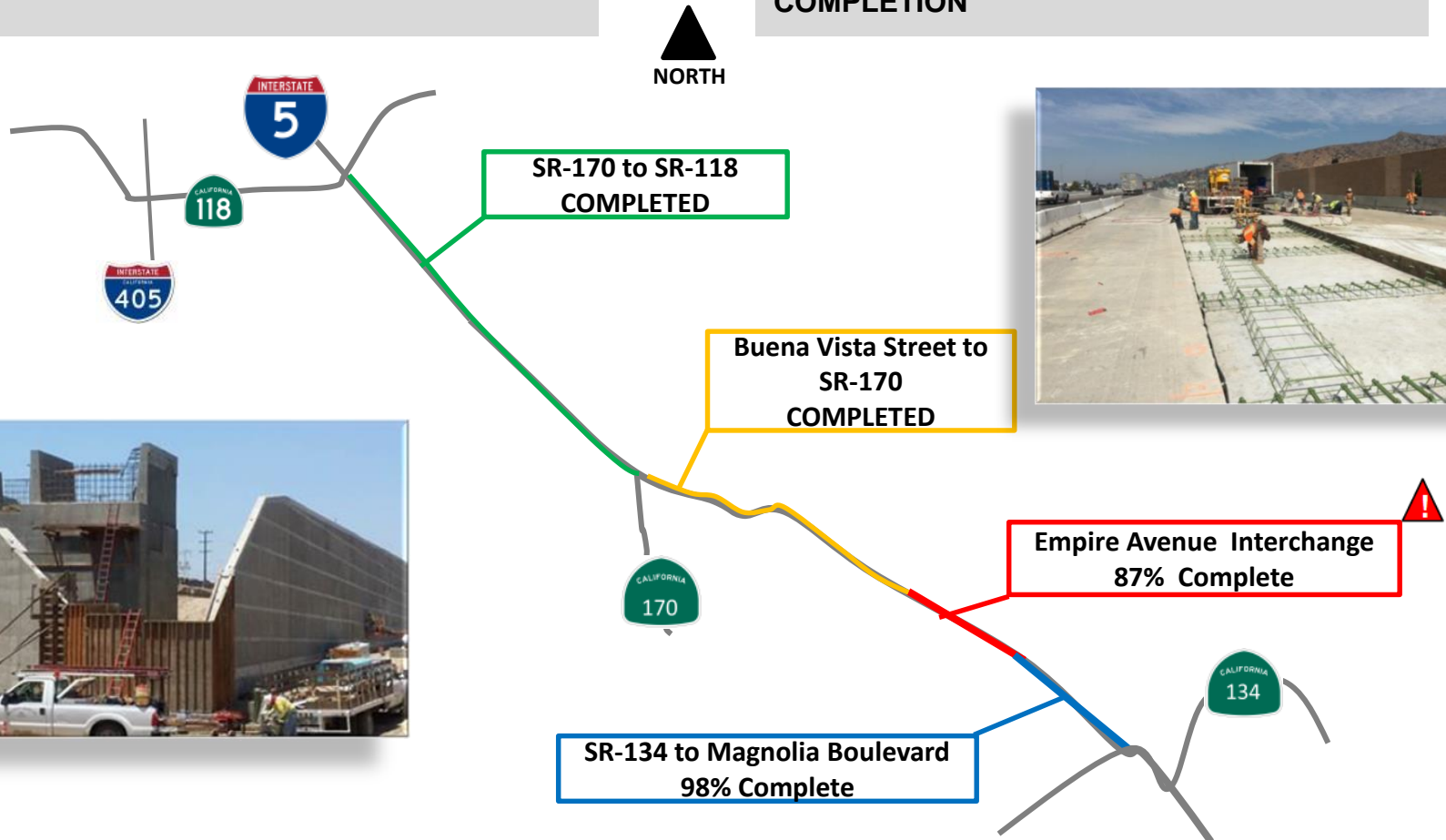


# I-5 NORTH: SR 118 TO SR 134



! BUDGET	Current	Forecast
	TOTAL COST	\$880.9M

! SCHEDULE	Current	Forecast*
	ANTICIPATED PROJECT COMPLETION	Summer 2022



February 2021



On target



Possible problem



Significant Impact



Metro 14

Construction Committee

Los Angeles County Metropolitan Transportation Authority

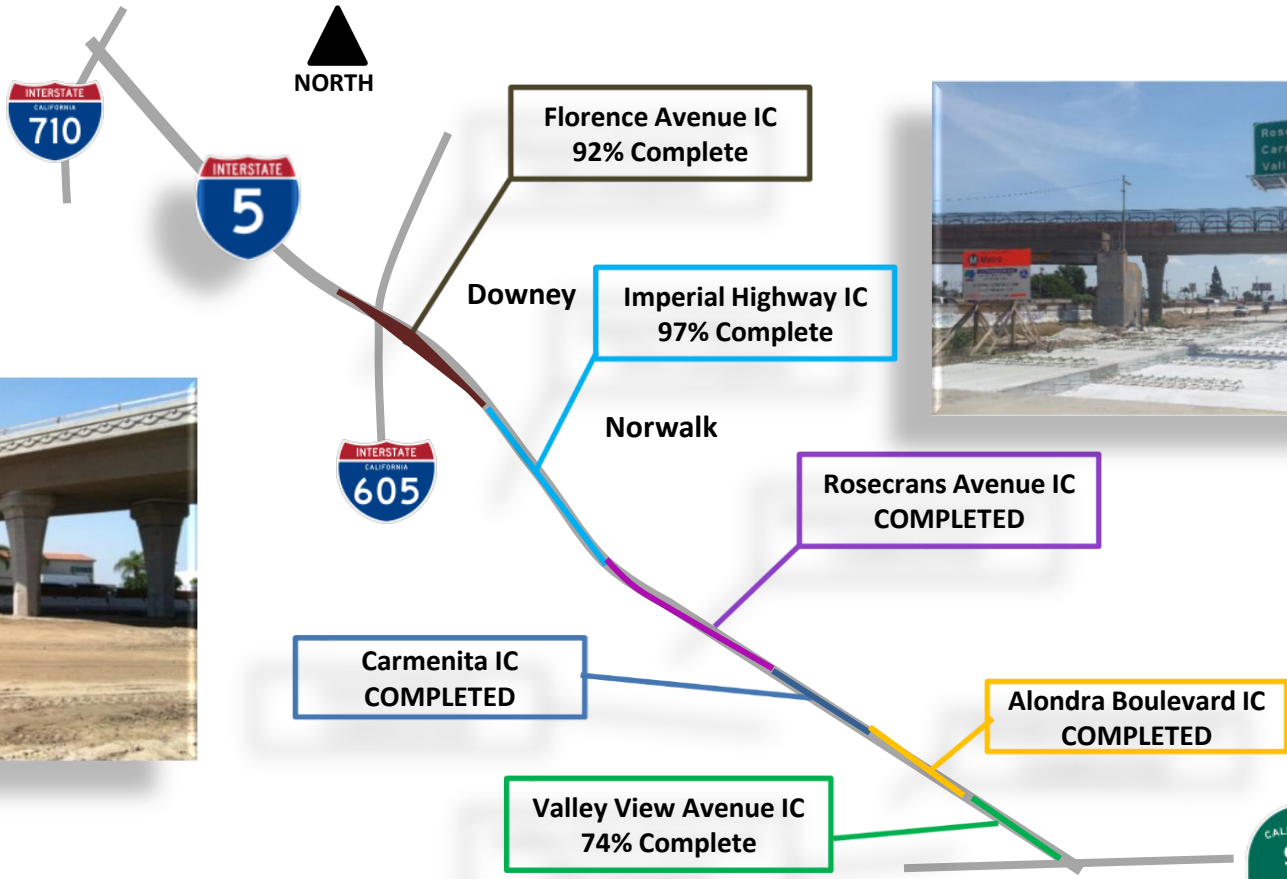
\* Risk Analysis, Nov 2020 and Caltrans' request

# I-5 SOUTH: ORANGE COUNTY LINE TO I-605



OK BUDGET		
	Current	Forecast
TOTAL COST	\$1.888B	\$1.888B*

◇ SCHEDULE		
	Current	Forecast*
ANTICIPATED PROJECT COMPLETION	Winter 2022	Spring 2023



Metro 15





## Board Report

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**File #:** 2021-0001, **File Type:** Informational Report

**Agenda Number:**

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### CONSTRUCTION COMMITTEE FEBRUARY 18, 2021

**SUBJECT: RAIL PROJECT COSTS**

**ACTION: RECEIVE AND FILE**

#### **RECOMMENDATION**

RECEIVE AND FILE status report on rail project costs.

#### **ISSUE**

The question is often asked “why do rail transit projects cost so much?” This report and the attached presentation attempts to address this question in light of LA Metro’s past and future rail projects

#### **BACKGROUND**

Rail projects by their very nature are very complex undertakings. These projects are located in the heart of the communities they serve and attempt to provide maximum mobility benefits while enhancing communities, minimizing impacts and satisfying numerous technical, regulatory and societal requirements. As a result of these reasons and many others, the costs add up and result in more expensive projects.

#### **DISCUSSION**

LA Metro and its predecessor organizations have been building rail projects for over 30 years. During this time there has been a considerable increase in the cost of these projects. Likewise across the nation and the world there has been noticeable increase in rail project costs.

The reasons for these increases are varied but include the following:

- Unfunded mandates
- Increased technical requirements
- Environmental ground conditions and cleanup
- Third party stakeholders
- Contractual
- Technical complexity
- Environmental clearance

- Community impacts and mitigation
- Real estate costs
- Fire/Life safety requirements
- Operational requirements
- Business/workforce goals
- Federal requirements
- Railroad interface
- Alignments
- Regulatory oversight
- Security requirements
- Project management and soft costs
- Utilities
- Turnover, Acceptance and Warranties
- Project changes

Most of the reasons above have benefits and make positive contributions to society. However, they often result in increased project costs. Project managers must balance these conflicting and ever-changing requirements while still meeting project goals.

The consequences of these increased costs are that limited financial resources will reduce the number and extent of new rail projects. This will in turn limit the ability for cities to address congestion, climate change and pollution. Also, projects that are built may squeeze out funding for other desirable public goals.

Staff is recommending that a number of actions be taken to help mitigate the increased cost of rail projects including:

- Engage in extensive and open industry discussions, including one on one meetings with proposers
- Focus on more appropriate risk allocation
- Make projects less complex where possible
- Maintain a core of experienced project management personnel
- Enhanced value engineering
- Continue to pursue public private partnerships
- Allow projects to be self-permitting
- Shorten and reduce environmental impact studies
- Allow for more consideration of cost in environmental process
- Hold open discussions with policy makers regarding the cost impacts of project goals and requirements

## **FINANCIAL IMPACT**

This report does not have any specific budgetary or financial impacts. To the extent any actions are taken that would have a financial impact on project costs, those would be reflected in a future Board action.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This report and the recommended actions therein support Strategic Goal #1 - Provide high-quality mobility options that enable people to spend less time traveling.

### **NEXT STEPS**

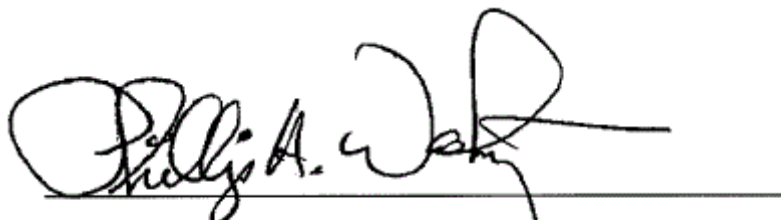
Conduct more research on the reasons for increased cost on rail projects and potential solutions. As appropriate implement recommendations as articulated in this report.

Prepared By:

Brian Boudreau, Senior Executive Officer, (213) 922-247  
Andy Thai, Director Cost Estimating,

Reviewed by:

Richard F. Clarke, Chief Program Management Officer, (213) 922-7557



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Phillip A. Washington  
Chief Executive Officer



**Metro**



Richard F. Clarke

Chief Program Management Officer

Los Angeles Metro

# **WHY DO RAIL TRANSIT PROJECTS COST SO MUCH?**

## Impacts

- Limited resources will reduce the number and extent of new rail projects
- Will limit the ability for cities to address congestion, climate change and pollution
- Projects that are built can squeeze out funding for other desirable public goals

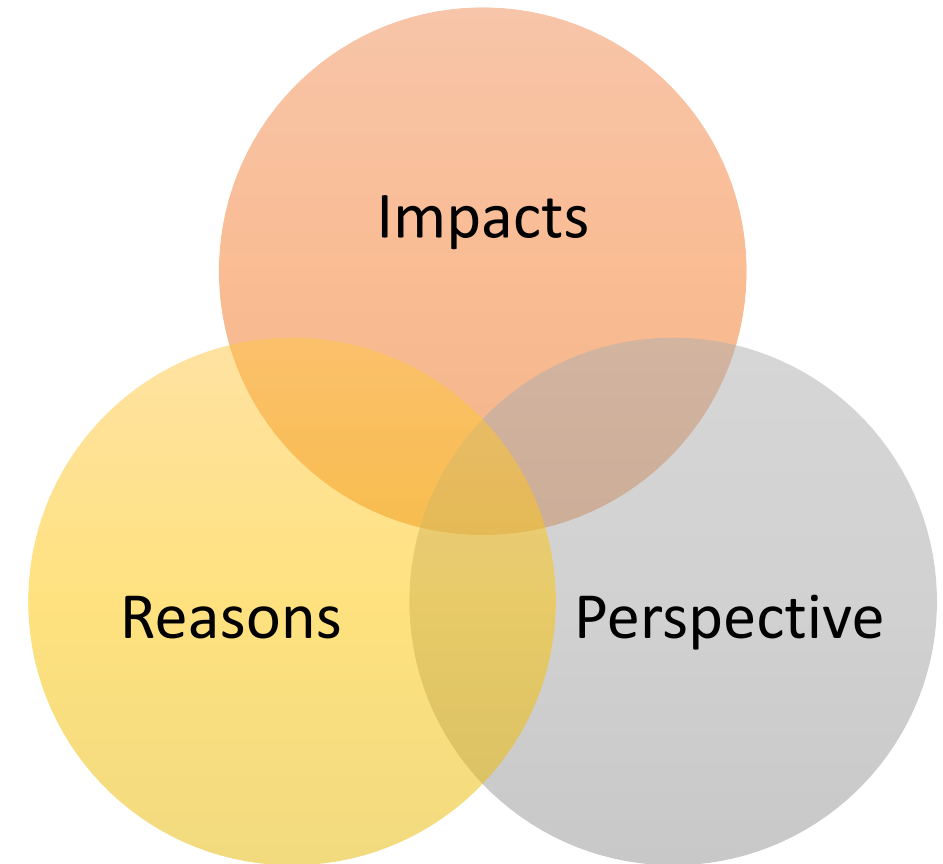
## Reasons

- ❖ Projects have become all things to all people
- ❖ Rail projects are usually located in the heart of the communities they serve
- ❖ More and more new requirements
- ❖ Provide maximum mobility benefits while enhancing communities, minimizing impacts and satisfying numerous regulatory requirements
- ❖ The reasons are not ranked, and vary by project type and location
- ❖ There is not one reason, but many
- ❖ There is no (simple) solution

## Perspective

- ✓ All the reasons listed have benefits and make positive contributions to society
- ✓ However, the costs for each add up and result in more expensive projects
- ✓ Project managers must balance conflicting and ever-changing requirements while still meeting project goals

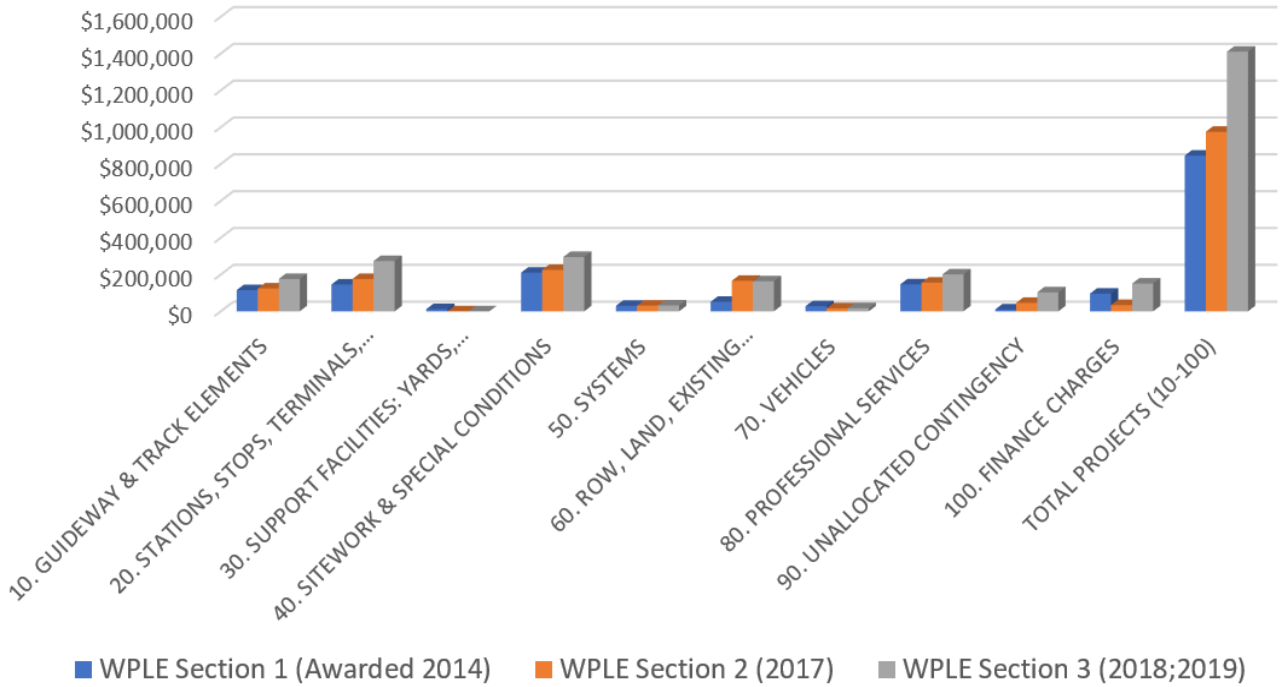
# Causes & Consequences



# Los Angeles (LA) Underground Cost Experience

Cost per route mile (in thousands), September 2020

Westside Purple Line Extension (WPLE) Projects Comparison

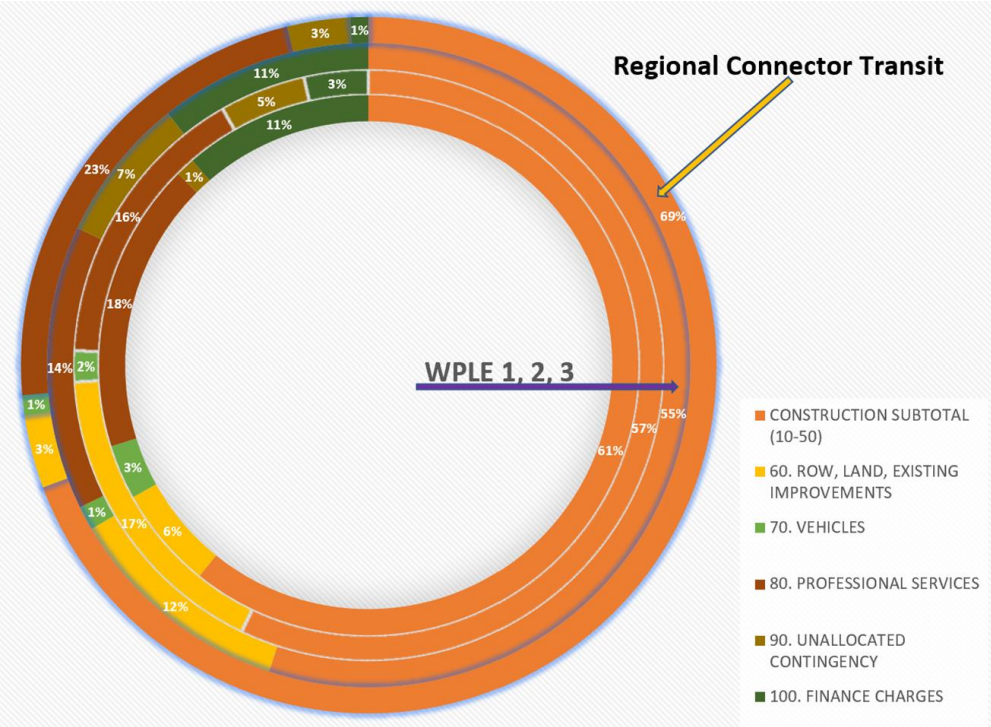


**OBSERVATION OF MAJOR COST DRIVERS:**

Project total costs (10-100) have increased over the years. Significant increases are:

- 10-50: Construction costs have overall trended upward from WPLE1.
- 60: ROW costs have increased 3X from WPLE1 to WPLE 2&3 (location factor and especially the rise in real estate costs in recent years)
- 80: Professional Services cost has trended higher since WPLE1 was awarded (fixed staffing costs are possibly saved on longer alignment projects)

Cost Percentages of Total Project Comparison



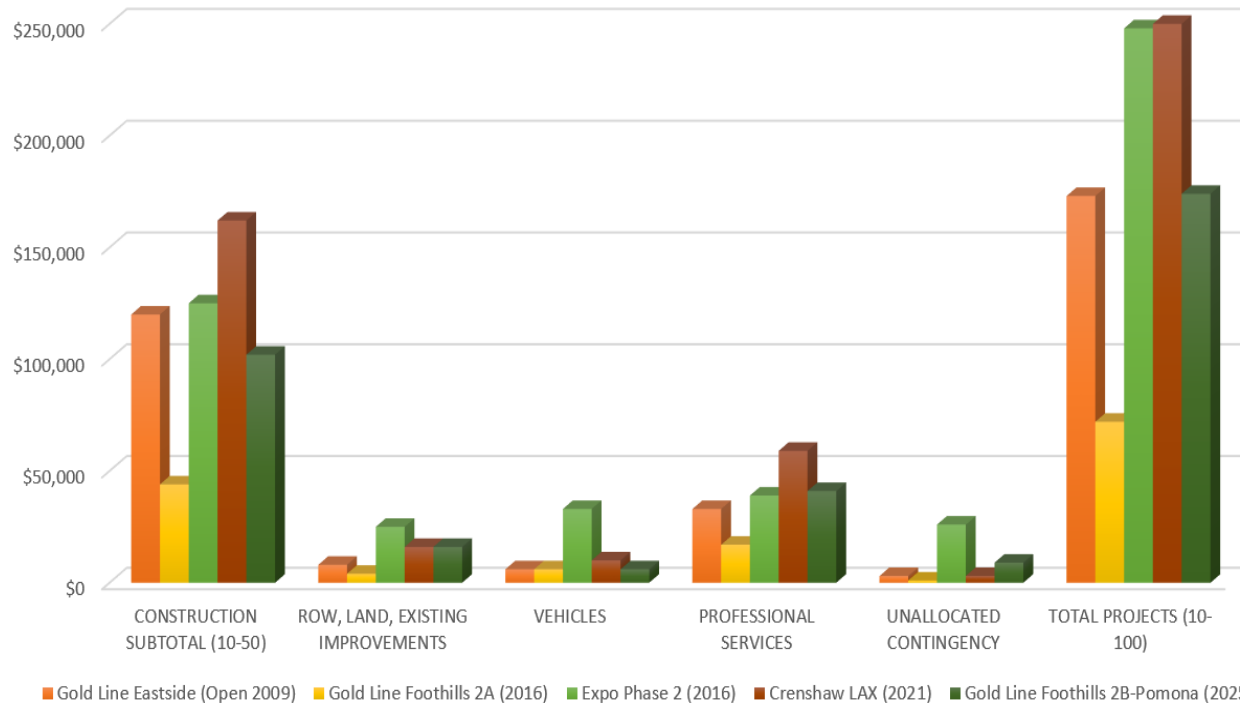
# Metro vs Other Agencies Underground Cost Experience

PROJECT	YEAR OPEN	COST \$M**	LENGTH (Miles)	COST PER MILE (\$M)
Red Line Segment 1	1993	\$1,439.00	4.4	\$ 327.05
Red Line Segment 2	1996-1999	1,739.00	6.7	259.55
Red Line Segment 3	2000	1,313.00	6.3	208.41
WPLE-1	2023	2,979.00	3.92	759.95
WPLE-2	2025	2,441.00	2.59	942.47
WPLE-3	2027	3,224.00	2.56	1,259.38
Regional Connector	2022	1,756.00	1.9	924.21
BART San Jose Extension	2029	6,728.00	6	1,121.33
NY Second Ave Subway - 1	2016	4,450.00	1.68	2,648.81
NY Second Ave Subway - 2	2029	6,000.00	1.61	3,726.71
*Includes tunnel				
**Costs exclude finance charges				

# LA Light Rail Transit (LRT) Cost Experience

Cost per route mile (in thousands), September 2020

Metro Completed -vs- Current Projects

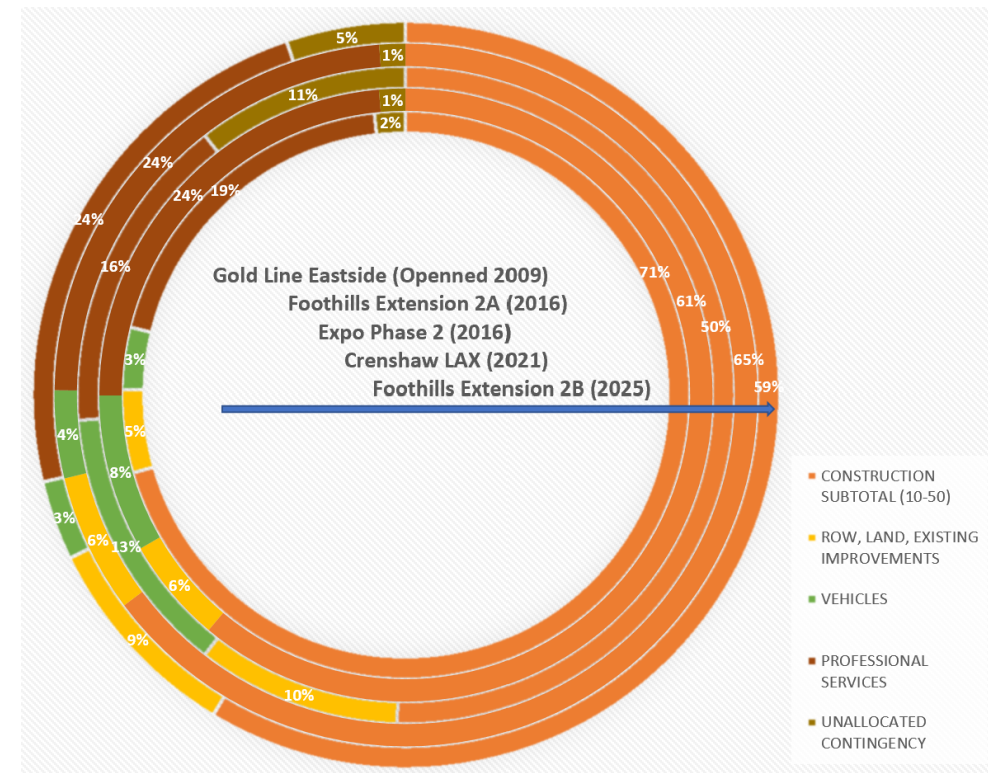


## MAJOR COST DRIVERS:

Similar to HRT-Tunnel trends, these costs broadly increased over the years due to changes in market conditions:

- Construction
- ROW, Land, Existing Improvements
- Professional Services
- Project Total Costs

Cost Percentages of Total Project Comparison





# Metro vs Other Agencies LRT Cost Experience

PROJECT	YEAR OPEN	COST \$M	LENGTH (Miles)	COST PER MILE (\$M)
Blue Line	1990	\$877	22	\$39.86
Green Line	1995	712	20	35.60
Gold Line Pasadena	2003	735	13.7	53.65
Gold Line Eastside*	2009	899	6	149.83
Gold Line Foothill 2A	2016	769	11.5	66.87
Gold Line Foothill 2B	2026	1,583	9.1	173.96
Expo 1	2012	979	8.6	113.84
Expo 2	2016	1,511	6.6	228.94
Crenshaw*	2021	2,148	8.5	252.71
Denver T-REX	2006	879	19	46.26
Boston Green Line	2021	2,300	4.7	489.36
Portland Southwest	2027	2,800	11	254.55
West Seattle & Ballard Lines*	2031	12,600	11.8	1,067.8
*Includes tunnel				

## T-REX EXAMPLE:

- Completed in 2006 for \$879 million (19 miles) - \$46 million per mile
- Fully grade separated
- New, large maintenance facility
- New SCADA system; new control center
- Includes signal upgrades to existing system
- Would cost \$150 - \$200 million per mile today

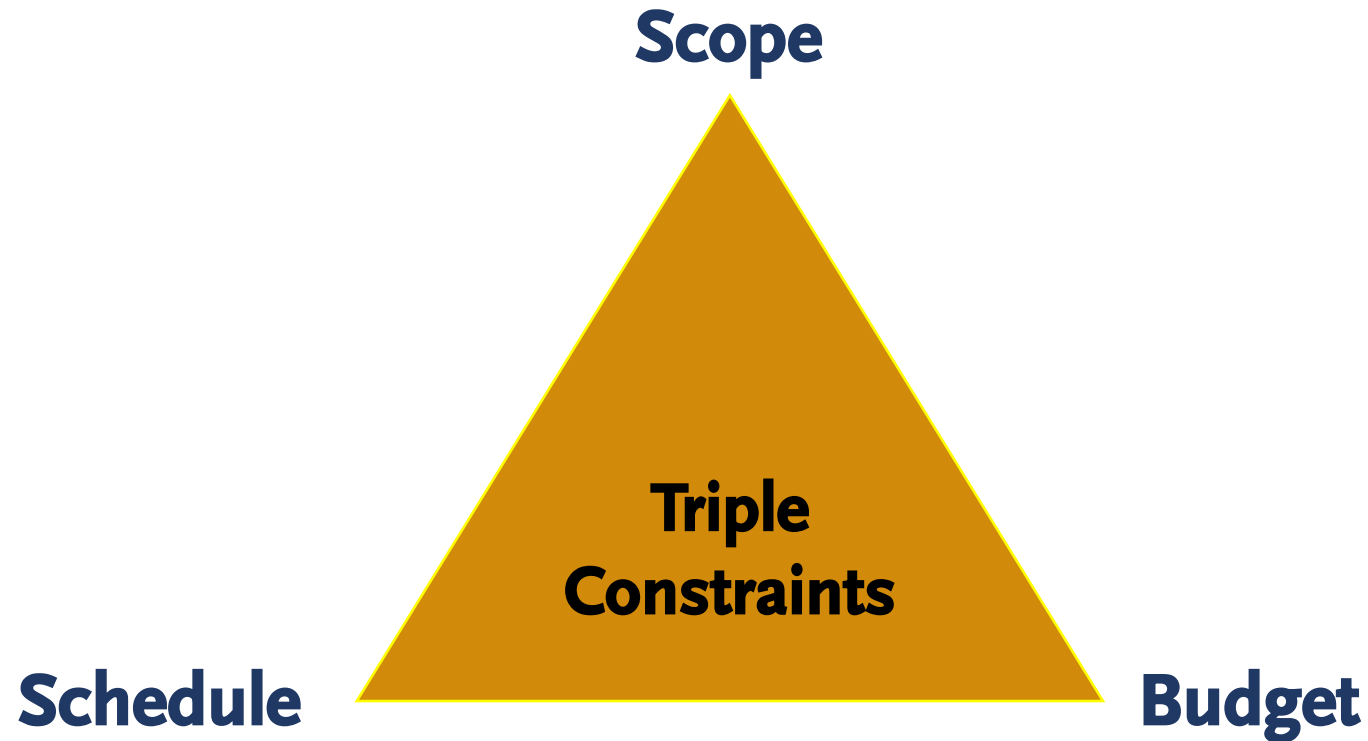
# Potential Cost Drivers

1. Unfunded Mandates	8. Communities	15. Alignments
2. Technical Requirements	9. Real Estate Costs	16. Regulatory Oversight
3. Environmental Ground Conditions and Cleanup	10. Fire/Life Safety	17. Security Requirements
4. Third Party Stakeholders	11. Operational Requirements	18. Project Management and Soft Costs
5. Contractual	12. Business/Workforce Goals	19. Utilities
6. Technical Complexity	13. Federal Requirements	20. Turnover, Acceptance and Warranties
7. Environmental Clearance	14. Railroad Interface	21. Project Changes

# Project Management



One side of the triangle cannot be changed without affecting the other sides:



## Contractual

- ✓ Thoroughly review all contract terms including “boilerplate”
- ✓ Engage in extensive and open industry (owner/contractor) discussions
- ✓ Hold one on one meetings with proposers during procurement
- ✓ Spend more effort researching past performance of bidders
- ✓ Focus on risk allocation
- ✓ Consider standard contracts throughout the industry
- ✓ Emphasize best value versus low bid selections

## Technical

- Make projects simpler, less complex
- Frequently review agency design criteria
- Where possible, design to budget
- Take advantage of new technologies
- Get involved in the development of new standards
- More emphasis on low-cost traffic engineering solutions – study European concepts of urban insertion

## Management

- ❖ Maintain a core of experienced project management personnel
- ❖ Focus on technical capacity
- ❖ Consultant support but not consultant driven projects
- ❖ Value engineering
- ❖ Peer reviews
- ❖ Public private partnerships do a better job of analyzing the need for project elements – thorough life cycle cost analyses – minimizes gold plating

## Community

- Allow projects to be self-permitting
- Shorten the time or eliminate the need for environment impact studies for transit project – they are by definition, good for the environment
- Allow for more consideration of cost in environmental process
- Consider joint management of projects with Cities, DOTs, etc.
- De-emphasize focus on minimizing traffic impacts – we are building transit for a reason

# Recommendations



## Political

- It is seldom that fundamental laws, regulations and policy goals will change
- Acknowledge urban design goals early and incorporate adequate budget for these goals
- Projects are reflective of societal and community goals
- However, hold open discussions with policy makers, they may not understand the cost impacts of certain approaches

# Appendix

- 21 Potential Cost Drivers

# 1. Unfunded Mandates

- New requirements without any new funding
- Many of the items described in this presentation can be classified as unfunded mandates
- Example is American with Disabilities Act (ADA)



## 2. Technical Requirements

- Constantly evolving to reflect lessons learned, new technology, and more developed information
- Water quality – National Pollutant Discharge Elimination System
- Water detention – Urban Drainage and Flood Control
- Seismic requirements
- Tunneling methodologies
- Prevalence of litigation leads to conservative (expensive) design solutions
- Gold plating

### 3. Environmental Ground Conditions and Cleanup

- Classifications of contaminated materials has become more strict
- More soil that cannot be re-used on a project and must be hauled away
- Reduction in nearby landfills that accept contaminated material
- Awareness of potential hazards – e.g. aerial deposited lead





## 4. Third Party Stakeholders

- Cost of reviews
- Schedule impact of review process
- Betterment requests
- Schedule pressures result in little leverage for the project
- Many European projects are not subject to external approvals. The project becomes the permitting authority



# 5. Contractual

- Contractor claims are increasing
- Size and complexity of mega projects lead to more risk
- Risk is priced into the contract
- Contractor losses lead to claims and disputes, which can be expensive to resolve
- Onerous contract provisions result in risk being priced into the project regardless of whether it occurs



## 6. Technical Complexity

- SCADA systems, control center interface, networked communications systems, extensive CCTV, intrusion systems, fire/smoke detection, complex software driven systems, etc.
- Any one item is not expensive, but the need to manufacture, program, install, test and integrate these thousands of communications items is very complex and time consuming
- LA Metro Crenshaw/LAX project has over 9,000 communications devices that are monitored, controlled or report
- Often not enough schedule built in for systems integration
- Expertise to perform and manage is in short supply

## 7. Environmental Clearance

- Time and cost to perform and secure clearance for environmental documents has increased
- Longer time period has lengthened projects with resultant inflationary costs
- Extensive and expensive mitigations must be incorporated to secure approvals
- Threat of lawsuits against rail transit projects is a major risk

## 8. Communities

- Communities are becoming less tolerant of disruptions to their businesses and residents
- Business interruption programs
- Restrictions on work hours
- Construction moratoriums
- Community amenities
- Community outreach programs



## 9. Real Estate Costs

- Cost of real estate in most cities has outpaced general inflation
- Time to acquire a critical property can be up to 18 months, lengthening the project schedule
- United States is unique in its requirement for underground easements for tunneling projects



# 10. Fire/Life Safety

- Safety has become a paramount objective, often with little analysis of risk vs. cost tradeoffs
- Specific requirements related to tunnel ventilation, barriers and fencing, extensive use of CCTV, emergency communications systems, etc.
- NFPA 130 is constantly evolving. European systems (and legacy US systems) generally do not have NFPA 130 tunnel ventilation requirements
- Authority having jurisdiction (AHJ) can lead to additional safety requirements

# 11. Operational Requirements

- As rail systems expand, they become interconnected with the larger network, increasing the importance of reliability of the operation along with new systems needed to achieve that reliability
- Results can be more interlockings (crossovers), sidings and pocket tracks, more extensive signaling to accommodate shorter headways, reverse signaling, more robust power systems, larger maintenance facilities, additional elevators for redundancy, hardened rail, etc.
- Changes as operational standards and personnel evolve through long running capital projects



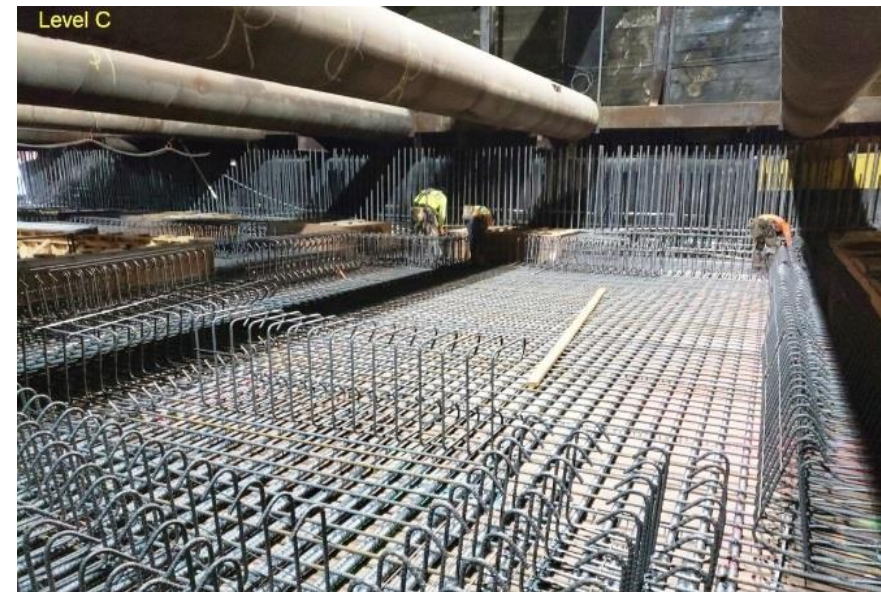
## 12. Business/Workforce Goals

- Includes DBE/SBE, Project Labor Agreements and workforce development
- Cost to administer these programs
- Potential of penalties for non-attainment
- Risk of non-performance
- Impacts to workflows and assignment of work
- Risk of subcontractor disputes



# 13. Federal Requirements

- Buy America – challenging in a global economy
- Affects established supply chains, particularly for third parties such as utilities
- Davis-Bacon – labor rates not as critical an influence in a “hot” economy, but job classifications and disputes have an influence
- Cost of federal reporting and administration



# 14. Railroad Interface

- Railroad alignments often offer the best opportunities to reach destinations
- However, tight railroad capacity, profitability and greater understanding of risks have led railroads to impose stricter requirements for transit projects to share their alignment.
- Results in larger track centers (requiring more right of way), train barriers between the two alignments, intrusion detection barriers, higher insurance premiums related to indemnification, work hour restrictions and higher payments for use of their right of way.
- In some cases, railroad alignments cannot be made available.



# 15. Alignments

- Increased traffic congestion requires more, expensive grade separations (aerial or tunnel)
- Many communities insist on grade separations for safety or to minimize traffic impacts
- Low cost traffic engineering innovations with signal priority, lane and street closures, parking prohibitions (such as used in Dublin) are often not allowed, resulting in more expensive, separated alignments



# 16. Regulatory Oversight

- Numerous levels of federal, state and local oversight and regulations are performed to assure the integrity of the project and compliance with regulations
- Administration of the regulatory process
- Schedule impacts of regulatory approvals
- Risk that regulators will not approve opening



# 17. Security Requirements

- Increased focus since 9-11
- More security facilities, security control centers, cameras and high-tech equipment



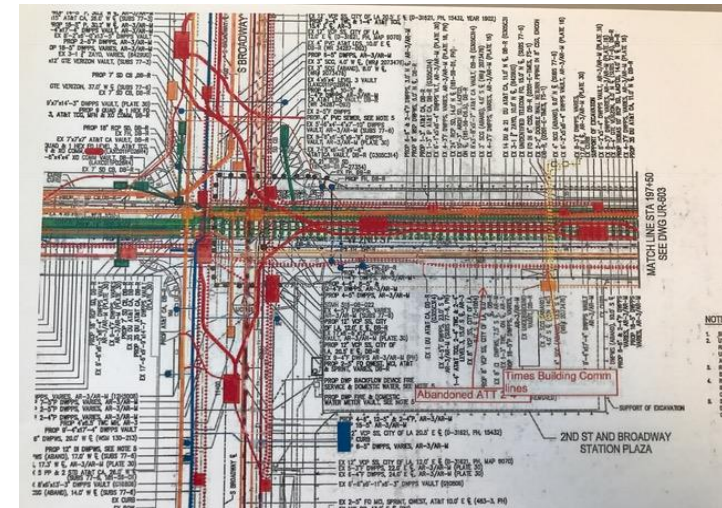
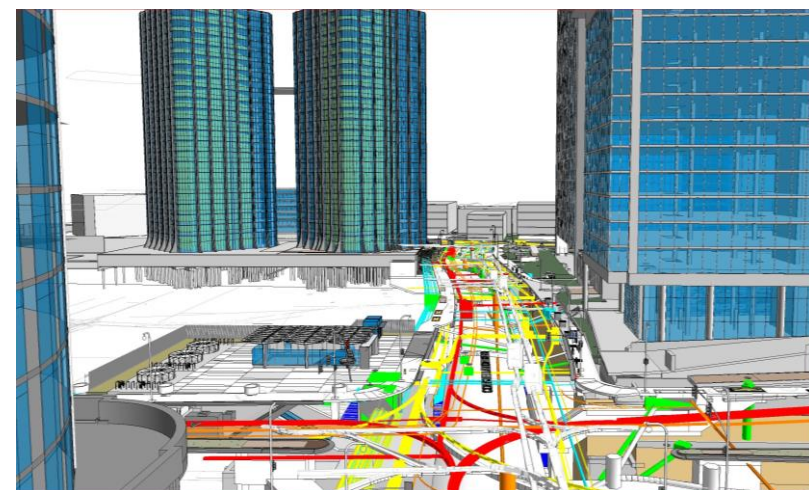
## 18. Project Management and Soft Costs

- Soft costs average approximately 30% of total project cost
- Challenge of maintaining a sustainable management staff, given the intense, but relatively short-lived timeframe of projects
- Extensive use of consultants
- Longer, more complex projects and the caliber and number of professionals needed to staff
- Technical capacity is critical



# 19. Utilities

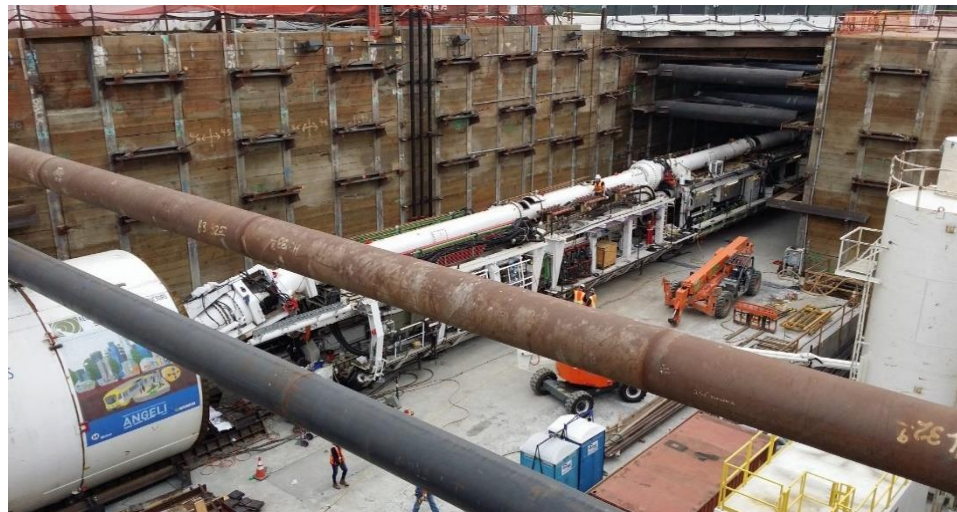
- Rail corridors are congested with underground and overhead utilities
- Cost and schedule impacts of extensive utility relocations
- Schedule risk – work must often be done by the third party utility
- Betterments – new and larger conduits, moving lines from overhead to underground, replacement rather than relocation
- Old utilities not correctly marked on documentation





## 20. Turnover, Acceptance and Warranties

- Each project element must be formally accepted
- Contractor assigned risk
- Owner delay in acceptance
- Trend toward longer warranties
- Plant establishment periods also being extended for landscaping



# 21. Project Changes

- Projects lasting 5-6 years lead to inevitable changes, which are expensive and can be disruptive to the project
- New stakeholder personnel and preferences including internal to the agency
- Transit oriented development plans often not defined until later stages of project
- Rapid changes in technology (what was specified can be obsolete when installed)

**Board Report**

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**File #:** 2020-0874, **File Type:** Contract**Agenda Number:** 32.

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**REVISED**  
**CONSTRUCTION COMMITTEE**  
**FEBRUARY 18, 2021****SUBJECT: I-5 NORTH CAPACITY ENHANCEMENTS FROM SR- 118 TO SR-134; SEGMENT 3****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

CONSIDER amending the Life-of-Project (LOP) budget with a loan/advance to the California Department of Transportation (Caltrans) in an amount not to exceed \$73,200,000 for Segment 3 of I-5 North Capacity Enhancements Project between SR-134 and SR-118 (Project) to fill the funding gap between the approved amended LOP of \$880,903,000 and the \$954,103,000 anticipated cost to close the Project consistent with the provisions of the Board-adopted Measure R and Measure M Unified Cost Management Policy (Attachment A).

**ISSUE**

In a letter dated May 12, 2020 (Attachment B), Caltrans requested that the Los Angeles County Metropolitan Transportation Authority (Metro) program \$73.2 million in supplemental funding for Segment 3 (Empire Avenue) to complete construction and close out of this segment, as well as the City of Burbank's construction impact mitigation needs. This amount is needed due to the delays resulting from relocation of utilities and other work not accounted for in design, different site conditions, hazardous material encountered, additional work requested by the corridor communities, and design changes.

The I-5 North Capacity Enhancement Project between State Route 134 and State Route 118 was originally programmed at \$950,595,000 per Funding Agreement Number MOU.P0008355A effective as of September 20, 2009. Upon acceptance of the lowest bid for construction of Segment 3, the LOP budget was adjusted down and \$55,699,000 difference between the Engineer's estimate and the winning bid was removed from Segment 3. This amount, along with \$50,181,000 withdrawn from other segments of I-5 North projects (for a total of \$105,880,000) was programmed to the I-5 South and I-405 Sepulveda Pass construction projects in December 2012 with the Board's approval. Later, \$404,000 was returned to the I-5 Segment 3 in State IIP Funds (Interregional Improvement Program) and \$9,299,000 was returned to Segment 2 (\$1,174,000 in Federal CMAQ Funds Congestion Mitigation and Air Quality Improvement Program and \$8,125,000 in Federal AARA -RSTP Funds (American Recovery and Reinvestment Act - Regional Surface Transportation Program)).

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Additionally, \$8,566,000 in the State Regional Improvement Program (RIP) Funds in Segment 3 were transferred to Segment 4 for the final construction claim settlement needs.

The current LOP budget for all 4 segments of the I-5 North HOV lanes project is \$880,903,000 in which Segment 3 is budgeted at \$397,009,000 due to the \$63,861,000 adjustments from the originally programmed \$460,870,000 budget.

The LOP budget of Segment 3 needs to be increased by up to \$73.2 mil. to close this segment in 2021.

## **BACKGROUND**

The purpose of the I-5 North construction project was to add one HOV lane in each direction between SR-134 and SR-118. The Project was initiated by Caltrans in four segments. Segments 1 and 2 between North of Buena Vista Street/Winona Avenue Undercrossing and SR-118 are completed. Segment 4 between Magnolia Boulevard and SR-134 is in the plant establishment period which started in March 2020 and will end in June 2021. The Segment 3 construction contract was awarded on November 29, 2012 with the scheduled completion date of September 27, 2017. This segment is still in construction, approximately 84% complete, and expected to open to traffic by December 2021. The plant establishment period for this segment will be completed by January 2023. Caltrans designed and is managing construction of the Project. Metro is a funding partner.

## **DISCUSSION**

The contractor has submitted claims up to the opening of the Empire Avenue interchange in the amount of \$40.242 million. The City of Burbank has submitted a request for \$15.3 million worth of roadway repair/mitigation work on local streets that the city believes is the result of the freeway construction activities. Additional funds are needed to start the negotiation of the claims with the contractor, meet the City's needs, and close the project.

The existing LOP budget includes funding for the contractor's work within the original/amended contracts. However, the LOP budget needs to be amended to provide additional funds for the claims settlement, potential risk exposures in the remaining construction period, and the repair request by the City of Burbank.

Under the current State-shared Funds in the Project, Caltrans recommends pursuing an amendment to the 2020 IIP Funds and request \$700,000, the IIP Funds proportional share in the project, from the California Transportation Commission to cover a portion of the project's \$73.2 million shortfall.

Prior to January 2021, Caltrans had informed Metro that \$40 million of the \$73.2 mil. shortfall was needed in January 2021 to negotiate and settle the contractor's claims. Caltrans later entered into settlement negotiations with the contractor and the preliminary negotiations led to substantial reduction in the amount of the settlement. However, the settlement agreement may not be executed until the funds are confirmed. Additionally, the contractor has asked for 90% of the final settlement amount to be paid in April 2021.

As for the roadway repair work requested by the City of Burbank, Caltrans wishes to defer this work until the locations are properly inspected by Caltrans and the damages are confirmed to be related to the freeway construction activities. The \$15.3 million value of this work will be adjusted as necessary and will need to be covered after validation of the work.

Due to the urgency of this funding and potential for more claims as a result of no or delayed action, staff recommends a loan/advance to Caltrans in the amount not to exceed \$73.2 mil. to close the project contingent upon identification of the source(es) and availability of funds. The financial obligations of both Caltrans and Metro will be further assessed during the final Project audits to determine if any payback to Metro by Caltrans would be warranted. Final Project audits and reimbursements to Metro by Caltrans, if any, shall be completed within 10 years from the date of payment to Caltrans approved by this Board action.

### ***January 2021 Board Motion***

The Board approved a motion in January 2021 outlining further actions necessary in conjunction with the approval of the increase in the Project LOP, identification of additional sources of funds for reimbursement to Metro, discussion of the intent of this Board report with and securing the approval of the San Fernando Valley Council of Governments (SFVCOG), and further discussions with Caltrans and the City of Burbank to facilitate timely repairs of the City streets.

As of the date of this report, in compliance with the requirements of the Motion,

- The Term Sheet outlining the advance/repayment agreement has been prepared for execution by Metro CEO and Caltrans District 7 Director.
- Staff presented the details of the Project and the recommended path forward to the SFVCOG on February 12. The SGVCOG supported the staff's recommendation and approved a motion that, among other related items, requested:
  - o a detailed accounting plan showing how in-kind contributions will be quantified and credited back to the San Fernando Valley subregion;
  - o a minimum payment amount per payment installment; and
  - o a semi-annual repayment reporting and accounting, including a summary of Statewide resources actively pursued by Caltrans for repayment of the loan/advance, to the Metro Board and the SFVCOG until the loan repayment is complete.
- A meeting was scheduled for February 22 by Senator Portantino and Supervisor Barger with staff from Caltrans, City of Burbank and Metro to discuss the roadway mitigation work requested by the City of Burbank. Follow up meetings will be conducted with Caltrans, City of Burbank and staff from Senator Portantino, Supervisor Barger, and Director Najarian's offices to address the City of Burbank's request for repairs.

### ***Potential sources of funds identified:***

Measure R and Prop C Funds from the Project to front-fund the shortfall (\$73.2 million) is recommended, as described in further detail in Attachment A. This funding can only be spent on the Project until it is completed and is subject to reimbursement by the State and will be part of a loan/advance agreement. The key terms of the loan/advance, as agreed to in concept by Caltrans, are included in the Term Sheet (Attachment C). The use of Measure R and Prop C from the Project is recommended as these are subregional funds allocated pursuant to the Measure R and Measure M Unified Cost Management Policy. The planned repayment from Caltrans will replenish the Measure R and Prop C, and these funds will be eligible to be spent on the Project. Upon completion of the Project, any remaining balance of these funds can be spent for other eligible purposes in the San Fernando Valley.

Metro will seek and Caltrans will agree to provide reimbursement and or repayment of the front-funded costs or loan from any and all eligible State funding sources, which may include future IIP, funds eligible for the State Highway Operation and Protection Program (SHOPP), State appropriation, and surplus State and federal funding on other Metro-funded highway projects. In-kind services reducing Metro's financial obligations in covering the costs of the State highway improvement projects will also be counted toward reimbursements to Metro, subject to review by the Board.

There are other potential funding sources that can be used for the loan/advance, including local funds programmed on other I-5 corridor projects, and Prop C and State and federal formula grants that are not already programmed for the Project. These fund sources are not recommended, as available local and subregional funds are to be considered first, in accordance with the Measure R and Measure M Unified Cost Management Policy.

## **DETERMINATION OF SAFETY IMPACT**

There are no impacts to public safety by approving this action. Public safety may be compromised by potentially incomplete project.

## **FINANCIAL IMPACT**

The overall corridor LOP budget set at the start of the I-5 North Capacity Enhancements per the FUNDING AGREEMENT NO. MOU.P0008355/8501 A/A9 was \$880,903,000 and included \$195,995,000 in Federal Funds (ARRA RSTP, RSTP, SAFETEA-LU and CMAQ), \$358,355,000 in State Funds (TCRP, RIP, CMIA, IPP and SLPP), and \$326,553,000 in local Measure R (20%) and Prop C (25%) funds. Metro's contribution to this project was limited to \$326,553,000 in Measure R Highway 20% and Prop C 25% funds.

Of the total LOP budget, \$815,065,711 is spent to date; of this amount \$ 258,428,119.41 was funded with Measure R (20%) and Prop C (25%) funds.

Current Metro funding of \$14 million is included in the FY21 budget in Cost Center 0442 (Highway Subsidies), I-5 North Corridor Projects 460332 and 460334, Account 54001 (Subsidies to Others).

Since this is a multi-year contract/project, the Project Manager, Cost Center Manager and the Senior Executive Officer, Program Management - Highway Program will be responsible for budgeting costs in future fiscal years.

### Impact to Budget

The source of the supplemental funds is Measure R Highway Capital (20%) and Prop C Transit-Related Streets and Highways (25%) funds, which are not eligible for Metro bus and rail operations or capital projects. The supplemental funds will be repaid to Metro from State and other sources pursuant to the Term Sheet.

Attachment A provides a detailed discussion of the Policy. In summary, the Policy was developed in recognition that some projects would need additional funding and the Policy provides a consistent and equitable process to assure that any financial impacts are limited to the subregion where the project is located and not have a region-wide impact. The Policy defines a cascading list of actions that can be taken. Because the Project is so far along, actions such as value engineering or changes in scope are no longer feasible. Additional funding is the only option. Attachment A identifies unexpended Measure R 20% and Prop C 25% from the Project as the funding sources available and recommended, subject to reimbursement and repayment by the State.

Metro will continue to coordinate with Caltrans to determine cost exposure, responsibilities, and contributions.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of staff recommendation would allow for the timely compensation to the contractor. The I-5 HOV lanes project is consistent with the following Metro Vision 2028 Goals and Objectives:

Goal 1: Providing high-quality mobility options that enable people to spend less time traveling by widening the freeway, providing additional capacity, and including HOV lanes to encourage carpooling and improve transit efficiency;

Goals 4 and 5: Transforming LA County through regional collaboration with Caltrans and the corridor cities by contributing funds and providing resources to assist Caltrans in completion of these projects.

### **ALTERNATIVES CONSIDERED**

Alternative A: The Board may choose to unconditionally contribute up to \$73.2 million to Segment 3 and the Project instead of approving the staff's recommendation for a loan/advance payment to Caltrans with the conditions presented in this report.

Alternative B: The Board may choose not to approve the additional funds needed to close Segment 3 and the Project. This disapproval would result in further project delay and cost increase and is not recommended.

## **NEXT STEPS**

Upon Board approval of the staff recommendation for a loan/advance to Caltrans as supplemental project funding,

- Caltrans will request the programming of \$700,000 in the State Interregional Improvement Program (IIP) from the California Transportation Commission (CTC).;
- Staff will
  - o work with Caltrans to draft and execute the necessary funding /reimbursement agreements;
  - o actively participate in the final settlement discussions between Caltrans and the contractor to assist in feasible and reasonable closure of the project.
  - o report back to the Board on significant events affecting the loan, including the form of the loan agreement, principal repayments, the proposed use of other State funding or in-kind services as a repayment source, and any disputes or defaults.
  - o coordinate with the Los Angeles County State legislative delegation to identify potential funding from State-controlled funding sources not currently available to Metro to fulfill Caltrans' reimbursement obligation.

Caltrans and the contractor started final settlement negotiations in December 2020. The final agreed upon amount will be presented to the Board in February 2021 along with a contract change order to approve payment.

In the event the Board approves payment to Caltrans under Alternative A under "ALTERNATIVES CONSIDERED", staff will make the necessary arrangements for such payment in accordance with Metro's standard procedures for supplemental funding.

In reference to the items in the SFVCOG's motion related to the loan/advance and repayment by Caltrans, staff will prepare semi-annual and as-needed reports on the status of the advance/loan, any installments made by Caltrans, the outstanding balance, and other key pertinent information and provide such reports to the SFVCOG and the Metro Board. Reports will also include updates on pursuit of other sources of funds and the results of such efforts for early repayment of the loan/advance.

The item in the SFVCOG's motion related to capturing the value of the in-kind services by Caltrans provided to the countywide projects through various Metro programs and procedures and crediting the value of those services to the SFV is memorialized in the Measures R and M Unified Cost Management Policy attached to this Board report in the "Recommendation" section (page 5, second paragraph).

## **ATTACHMENTS:**

Attachment A - I-5 N HOV Measures R & M Unified Cost Management Policy

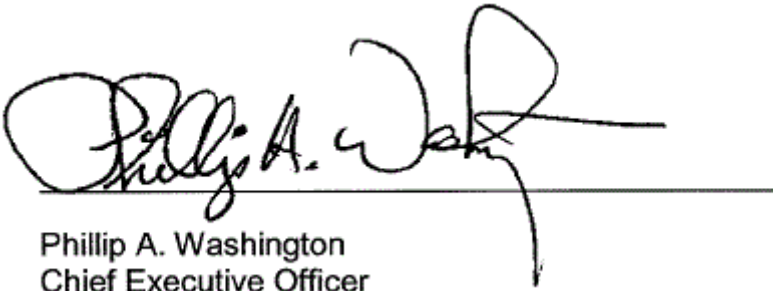
Attachment B - January 2021 Board Report for the I-5 North Capacity



Enhancements from SR-118 to SR-134, Segment 3 (Item 35)

Prepared by: Victor Gau, Director of Engineering, Highway Program - (213) 922-3031  
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Phillip A. Washington  
Chief Executive Officer

## ATTACHMENT A

### I-5 NORTH CAPACITY ENHANCEMENTS FROM SR- 118 TO SR-134; SEGMENT 3

#### Measure R and Measure M Unified Cost Management Policy Analysis

##### Introduction

The Measure R and Measure M Unified Cost Management Policy (the Policy) was adopted by the Metro Board of Directors in June 2018. The precursor Measure R cost management policy was adopted in March 2011. The intent of the Policy is to inform the Metro Board of Directors regarding cost increases to Measure R- and Measure M-funded projects and the strategies available to close a funding gap. The I-5 North Capacity Enhancements Project between SR-134 and SR-118 (the Project) is subject to this policy analysis.

The life of project (LOP) budget for the Project, based on the current funding agreement with Caltrans and approved by the Board, is \$880,903,000. The Project is subject to the Policy analysis now due to a proposed \$73,200,000 increase to the LOP budget. Funding for the cost increase is needed through FY 2026. This analysis recommends trade-offs required by the Policy to identify cost reductions or the funds necessary to meet the cost increase.

**Although Metro is identifying local funds to address the Project cost increase, Metro's funding is considered as "front-funding" and or a loan in anticipation of a future repayment and reimbursement for the cost increase by the State and Caltrans.**

##### Measure R and Measure M Unified Cost Management Policy Summary

The adopted Policy stipulates the following.

If a project cost increase occurs, the Metro Board of Directors must approve a plan of action to address the issue prior to taking any action necessary to permit the project to move to the next milestone. Increases will be measured against subsequent actions on cost estimates taken by the Metro Board of Directors, including the determination of the budget. Shortfalls will first be addressed at the project level prior to evaluation for any additional resources using these methods in this order as appropriate:

- 1) Scope reductions;
- 2) New local agency funding resources;
- 3) Value Engineering;
- 4) Other cost reductions within the same transit or highway corridor;
- 5) Other cost reductions within the same subregion; and finally,
- 6) Countywide transit or highway cost reductions or other funds will be sought using pre-established priorities.

### Scope Reductions

The Project cost increase is attributable to delays from relocation of utilities and other related work not accounted for in the design, different site conditions, hazardous material encountered, additional work demanded by the affected communities, and design changes. Any attempt to identify and negotiate agreeable reductions to the scope may result in further delays and potential additional costs. Because of this, we recommend moving to the next step.

### New Local Agency Funding Resources

Local funding resources (i.e., specific to the affected corridor or subregion) are considered in the next step as opposed to countywide or regional sources so as not to impact the funding of other Metro Board-approved projects and programs or subregions in the County.

The Project is eligible for Measure R funding and is allocated \$271,500,000 of funding in the Measure R sales tax ordinance Expenditure Plan under the project entitled "I-5 Capacity Enhancement from SR-134 to SR-170." The Project was funded with other local and State funds prior to the adoption of Measure R and \$253,500,000 has yet to be expended. However, in January 2016 (Board report #2015-1763) the Board approved \$223,500,000 to be reprogrammed to the third decade of the Long Range Transportation Plan using Proposition C 25% funds instead of Measure R 20%. This was done to alleviate the need for additional Proposition C 25% debt financing and instead use Measure R 20% cash (i.e., use the Project's Measure R 20% now and replace it with Proposition C 25% in the third decade). There is \$30,000,000 of remaining Measure R 20% and \$223,500,000 of Proposition C 25% that has not yet been spent on the Project and could be used for the cost increase. However, as the Proposition C 25% is programmed by Board action in the third decade of the LRTP, any use of these funds now even as an advance may cause Metro to incur additional debt financing costs. The table below from #2015-1763 shows the funding split of the reprogrammed Measure R, referred to as "replacement project credits."

<b>STAFF RECOMMENDATION - FUNDING OF REPLACEMENT PROJECT CREDITS IN 3<sup>RD</sup> DECADE</b>			
(millions)	D	E	F=D+E
Project	Proposition C 25% Replacement Project Credits	Measure R 20% Replacement Project Credits	Total Replacement Project Credits
I-5 North Capacity Enhancement	\$223.5	\$30.0	\$253.5
I-5 South Capacity Enhancement	\$86.4	\$108.4*	\$194.8
I-5 South Carmenita Interchange	\$40.1	\$92.9	\$133
I-5/SR-14 Capacity Enhancement	\$0	\$88.8	\$88.8
<b>Total</b>	<b>\$350.0</b>	<b>\$320.1</b>	<b>\$670.1</b>

The Project is located in the San Fernando Valley subregion (as defined in the Policy, as amended), and traverses the cities of Los Angeles and Burbank. Local funding resources from both the subregion and cities could be considered for the cost increase.

*Funding Within the Corridor*

The Project shares the corridor with the “Interstate 5 Capacity Enhancement from I-605 to Orange County Line” and “I-5 Carmenita Road Interchange Improvement” projects that are also included in the Measure R Expenditure Plan. Per the #2015-1763 Board action (see previous table), the projects have unused Measure R funds of \$108,400,000 and \$92,900,000, respectfully. The I-5 Carmenita project has completed construction. Any surplus funding from I-5 Carmenita may be needed to fund the remaining necessary expenditures of the projects.

*State and Federal Funding (Discretionary)*

Additional State or federal discretionary funding (where Metro would compete for the funding) is not probable, given the Project has experienced a cost increase and is already well into construction.

Value Engineering

The Project cost increase is attributable to delays from relocation of utilities and other related work not accounted for in the design, different site conditions, hazardous material encountered, additional work demanded by the affected communities, and design changes. Any attempt to identify and negotiate agreeable value engineering may result in further delays and potential additional costs. As a result, we recommend moving to the next step.

Other Cost Reductions within the Same Transit or Highway Corridor, or within the Same Sub-region

The Project is on the same highway corridor as the I-5 South and I-5 Carmentia projects. The I-5 South project is still under construction and it is currently not known if there will be any future cost reductions or savings. The I-5 Carmentia project is completed and has unused Proposition C 25% and Measure R 20% funds of \$133,000,000.

Countywide Cost Reductions and/or Other Funds

If new local agency resources are not allocated to the Project cost increase, regional or countywide funding could be considered. These funds are programmed for other uses in Metro's financial forecast, during the timeframe when funds are needed for the Project cost increase, and additional debt financing would be needed to provide sufficient cash flow for the Project cost increase. The primary eligible source of countywide funding is Proposition C 25%.

*State and Federal Funding (Formula)*

Metro receives quasi-formula funding from the State through the Regional Improvement Program (RIP) and Local Partnership Program (LPP). This is considered regional funding as it can be applied countywide to both transit and highway spending. There is currently no capacity in the RIP or LPP through FY 2025. The RIP has been allocated to projects submitted in Metro's 2020 RTIP and the next cycle of the LPP is planned to be used on the \$801 million Division 20 project. Metro also receives an allocation of funds from the "Highway Infrastructure Program," which is a federal formula grant created in 2018 for uses that include the construction of highways, bridges, tunnels, transit capital, and ITS; operational improvements; highway and transit safety improvements; and pedestrian and bicycle projects, among others. Funding from this grant will be programmed in the pending 2021 Short Range Transportation Plan.

**Recommendation**

Metro staff recommends the use of \$30,000,000 of unused Measure R 20% and \$43,200,000 of Proposition C 25% replacement credits from the Project as an advance to the State to address the \$73,200,000 Project cost increase.

Metro staff will seek reimbursement of the recommended Measure R 20% and Proposition C 25% funding from the State and Caltrans, which will be part of a future loan agreement with the State. Subject to the ultimate form of reimbursement from the State, Metro will ensure subregional equity to the San Fernando Valley in the credit of Measure R 20% and Proposition C 25% funds used to support the loan to the State. Any direct monetary State reimbursements and or loan repayments will first credit the advanced Proposition C 25% to mitigate the amount of Metro debt financing. Metro will seek reimbursement from the State for any borrowing costs that Metro incurs. Metro will designate the loan to Caltrans as a receivable and monitor the amount of principal outstanding and interest payable. All payments received will be deposited into the Proposition C 25% and Measure R 20% funds and increase the amount credited and available to the Project in the San Fernando Valley subregion, until the amount

advanced to Caltrans is repaid. Any State loan repayments secured through the State’s programming of new State funding to other projects in Los Angeles County, within or outside the San Fernando Valley, that effectively offsets other planned or programmed regional funds to those projects will also be managed by Metro to credit the Measure R 20% and Proposition C 25% funds used from the San Fernando Valley subregion including any cost of debt financing incurred.

Metro will also manage any repayments by way of in-kind services on projects in Los Angeles County, within or outside of the San Fernando Valley, by ensuring that the agreed upon amount of those services, which effectively offset other planned or programmed regional funds to those projects, are credited to the San Fernando Valley.

The following table shows the remaining allocation of unused funding, or replacement project credits, for the Measure R I-5 corridor projects if the Board approves this Policy recommendation. The funding for the I-5/SR-14 project is shown as zero as this was previously designated “surplus” per the Measure R ordinance and reprogrammed for other eligible uses in the North County subregion.

<b>STAFF RECOMMENDATION – REVISED FUNDING OF REPLACEMENT PROJECT CREDITS (after funding of November 2020 cost increase)</b>			
(millions)	D	E	F=D+E
Project	Proposition C 25% Replacement Project Credits	Measure R 20% Replacement Project Credits	Total Replacement Project Credits
I-5 North Capacity Enhancement	\$180.3	\$0.0	\$180.3
I-5 South Capacity Enhancement	\$86.4	\$108.4	\$194.8
I-5 South Carmenita Interchange	\$40.1	\$92.9	\$133.0
I-5/SR-14 Capacity Enhancement	\$0.0	\$0.0	\$0.0
<b>Total</b>	<b>\$306.8</b>	<b>\$201.3</b>	<b>\$508.1</b>

**Board Report**

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**File #:** 2020-0724, **File Type:** Contract**Agenda Number:** 35.

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**REVISION 2**  
**CONSTRUCTION COMMITTEE**  
**JANUARY 21, 2021****SUBJECT: I-5 NORTH CAPACITY ENHANCEMENTS FROM SR- 118 TO SR-134; SEGMENT 3****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

CONSIDER amending the Life-of-Project (LOP) budget with a loan/advance to the California Department of Transportation (Caltrans) in an amount not to exceed \$73,200,000 for Segment 3 of I-5 North Capacity Enhancements Project between SR-134 and SR-118 (Project) to fill the funding gap between the approved amended LOP of \$880,903,000 and the \$954,103,000 anticipated cost to close the Project consistent with the provisions of the Board-adopted Measure R and Measure M Unified Cost Management Policy (Attachment A).

**ISSUE**

In a letter dated May 12, 2020 (Attachment B), Caltrans requested that the Los Angeles County Metropolitan Transportation Authority (Metro) program \$73.2 million in supplemental funding for Segment 3 (Empire Avenue) to complete construction and close out of this segment, as well as the City of Burbank's construction impact mitigation needs. This amount is needed due to the delays resulting from relocation of utilities and other work not accounted for in design, different site conditions, hazardous material encountered, additional work requested by the corridor communities, and design changes.

The I-5 North Capacity Enhancement Project between State Route 134 and State Route 118 was originally programmed at \$950,595,000 per Funding Agreement Number MOU.P0008355A effective as of September 20, 2009. Upon acceptance of the lowest bid for construction of Segment 3, the LOP budget was adjusted down and \$55,699,000 difference between the Engineer's estimate and the winning bid was removed from Segment 3. This amount, along with \$50,181,000 withdrawn from other segments of I-5 North projects (for a total of \$105,880,000) was programmed to the I-5 South and I-405 Sepulveda Pass construction projects in December 2012 with the Board's approval. Later, \$404,000 was returned to the I-5 Segment 3 in State IIP Funds (Interregional Improvement Program) and \$9,299,000 was returned to Segment 2 (\$1,174,000 in Federal CMAQ Funds Congestion Mitigation and Air Quality Improvement Program and \$8,125,000 in Federal AARA -RSTP Funds (American Recovery and Reinvestment Act - Regional Surface Transportation Program)).

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Additionally, \$8,566,000 in the State Regional Improvement Program (RIP) Funds in Segment 3 were transferred to Segment 4 for the final construction claim settlement needs.

The current LOP budget for all 4 segments of the I-5 North HOV lanes project is \$880,903,000 in which Segment 3 is budgeted at \$397,009,000 due to the \$63,861,000 adjustments from the originally programmed \$460,870,000 budget.

The LOP budget of Segment 3 needs to be increased by up to \$73.2 mil. to close this segment in 2021.

## **BACKGROUND**

The purpose of the I-5 North construction project was to add one HOV lane in each direction between SR-134 and SR-118. The Project was initiated by Caltrans in four segments. Segments 1 and 2 between North of Buena Vista Street/Winona Avenue Undercrossing and SR-118 are completed. Segment 4 between Magnolia Boulevard and SR-134 is in the plant establishment period which started in March 2020 and will end in June 2021. The Segment 3 construction contract was awarded on November 29, 2012 with the scheduled completion date of September 27, 2017. This segment is still in construction, approximately 84% complete, and expected to open to traffic by December 2021. The plant establishment period for this segment will be completed by January 2023. Caltrans designed and is managing construction of the Project. Metro is a funding partner.

## **DISCUSSION**

The contractor has submitted claims up to the opening of the Empire Avenue interchange in the amount of \$40.242 million. The City of Burbank has submitted a request for \$15.3 million worth of roadway repair/mitigation work on local streets that the city believes is the result of the freeway construction activities. Additional funds are needed to start the negotiation of the claims with the contractor, meet the City's needs, and close the project.

The existing LOP budget includes funding for the contractor's work within the original/amended contracts. However, the LOP budget needs to be amended to provide additional funds for the claims settlement, potential risk exposures in the remaining construction period, and the repair request by the City of Burbank.

Under the current State-shared Funds in the Project, Caltrans recommends pursuing an amendment to the 2020 IIP Funds and request \$700,000, the IIP Funds proportional share in the project, from the California Transportation Commission to cover a portion of the project's \$73.2 million shortfall.

Caltrans has informed Metro that:

- Only \$40 million of the \$73.2 mil. shortfall is needed in January 2021 to negotiate and settle the contractor's claims.
- Caltrans wishes to defer the roadway repair work requested by the City of Burbank until the locations are properly inspected by Caltrans and the damages are confirmed to be related to the freeway construction activities. The \$15.3 million value of this work will be adjusted as necessary and will need to be covered after validation of the work.



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- The remaining \$17.9 mil. will be needed over the next 12 months to close Segment 3.

Due to the urgency of this funding and potential for more claims as a result of no or delayed action, staff recommends a loan/advance to Caltrans in the amount not to exceed \$73.2 mil. to close the project contingent upon identification of the source(es) and availability of funds. The financial obligations of both Caltrans and Metro will be further assessed during the final Project audits to determine if any payback to Metro by Caltrans would be warranted. Final Project audits and reimbursements to Metro by Caltrans, if any, shall be completed within 10 years from the date of payment to Caltrans approved by this Board action.

**Potential sources of funds identified:**

Measure R and Prop C Funds from ~~Measure R I-5 corridor projects~~ the Project to front-fund the shortfall (\$73.2 million) is recommended, as described in further detail in Attachment A. This funding is subject to reimbursement by the State and may will be part of a loan/advance agreement. The key terms of the loan/advance, as agreed to in concept by Caltrans, are included in the Term Sheet (Attachment C). The use of Measure R and Prop C from the ~~I-5 corridor projects~~ Project is recommended as these are subregional funds allocated pursuant to the Measure R and Measure M Unified Cost Management Policy.

Metro will seek and Caltrans will agree to provide reimbursement and or repayment of the front-funded costs or loan from any and all eligible State funding sources, which may include future IIP, funds eligible for the State Highway Operation and Protection Program (SHOPP), State appropriation, and surplus State and federal funding on other Metro-funded highway projects. In-kind services reducing Metro's financial obligations in covering the costs of the State highway improvement projects will also be counted toward reimbursements to Metro, subject to review by the Board.

**DETERMINATION OF SAFETY IMPACT**

There are no impacts to public safety by approving this action. Public safety may be compromised by potentially incomplete project.

**FINANCIAL IMPACT**

The overall corridor LOP budget set at the start of the I-5 North Capacity Enhancements per the FUNDING AGREEMENT NO. MOU.P0008355/8501 A/A9 was \$880,903,000 and included \$195,995,000 in Federal Funds (ARRA RSTP, RSTP, SAFETEA-LU and CMAQ), \$358,355,000 in State Funds (TCRP, RIP, CMIA, IPP and SLPP), and \$326,553,000 in local Measure R (20%) and Prop C (25%) funds. Metro's contribution to this project was limited to \$326,553,000 in Measure R Highway 20% and Prop C 25% funds.

Of the total LOP budget, \$815,065,711 is spent to date; of this amount \$ 258,428,119.41 was funded with Measure R (20%) and Prop C (25%) funds.

Current Metro funding of \$14 million is included in the FY21 budget in Cost Center 0442 (Highway

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Subsidies), I-5 North Corridor Projects 460332 and 460334, Account 54001 (Subsidies to Others).

Since this is a multi-year contract/project, the Project Manager, Cost Center Manager and the Senior Executive Officer, Program Management - Highway Program will be responsible for budgeting costs in future fiscal years.

### Impact to Budget

The source of the supplemental funds is Measure R Highway Capital (20%) and Prop C Transit-Related Streets and Highways (25%) funds, which are not eligible for Metro bus and rail operations or capital projects. The supplemental funds will be repaid to Metro from State and other sources pursuant to the Term Sheet.

Attachment A provides a detailed discussion of the Policy. In summary, the Policy was developed in recognition that some projects would need additional funding and the Policy provides a consistent and equitable process to assure that any financial impacts are limited to the subregion where the project is located and not have a region-wide impact. The Policy defines a cascading list of actions that can be taken. Because the Project is so far along, actions such as value engineering or changes in scope are no longer feasible. Additional funding is the only option. Attachment A identifies unexpended Measure R 20% and Prop C 25% from ~~both the Project and I-5 Carmenita project~~ as the funding sources available and recommended, subject to reimbursement and repayment by the State.

Metro will continue to coordinate with Caltrans to determine cost exposure, responsibilities, and contributions.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of staff recommendation would allow for the timely compensation to the contractor. The I-5 HOV lanes project is consistent with the following Metro Vision 2028 Goals and Objectives:

Goal 1: Providing high-quality mobility options that enable people to spend less time traveling by widening the freeway, providing additional capacity, and including HOV lanes to encourage carpooling and improve transit efficiency;

Goals 4 and 5: Transforming LA County through regional collaboration with Caltrans and the corridor cities by contributing funds and providing resources to assist Caltrans in completion of these projects.

### **ALTERNATIVES CONSIDERED**

Alternative A: The Board may choose to unconditionally contribute up to \$73.2 million to Segment 3 and the Project instead of approving the staff's recommendation for a loan/advance payment to Caltrans with the conditions presented in this report.

Alternative B: The Board may choose not to approve the additional funds needed to close Segment 3 and the Project. This disapproval would result in further project delay and cost increase and is not recommended.

## **NEXT STEPS**

Upon Board approval of the staff recommendation for a loan/advance to Caltrans as supplemental project funding,

- Caltrans will request the programming of \$700,000 in the State Interregional Improvement Program (IIP) from the California Transportation Commission (CTC).; and
- Staff will work with Caltrans to draft and execute the necessary agreements, loan/advance, for the financial contributions to the project; and
- Staff will actively participate in settlement negotiations between Caltrans and the contractor to assist in feasible and reasonable closure of the project.
- Staff will report back to the Board on significant events affecting the loan, including the form of the loan agreement, principal repayments, the proposed use of other State funding or in-kind services as a repayment source, and any disputes or defaults.

Caltrans and the contractor started final settlement negotiations in December 2020. The final agreed upon amount will be presented to the Board in February 2021 along with a contract change order to approve payment.

In the event the Board approves payment to Caltrans under Alternative A under “ALTERNATIVES CONSIDERED”, staff will make the necessary arrangements for such payment in accordance with Metro’s standard procedures for supplemental funding.

## **ATTACHMENTS:**

Attachment A - I-5 N HOV Measure R & Measure M Unified Cost Management Policy

Attachment B - I-5 Corridor Funding Needs Caltrans Request Letter dated May 12, 2020

Attachment C- Term Sheet

Prepared by: Victor Gau, Director of Engineering, Highway Program - (213) 922-3031  
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Reviewed by: James de la Loza, Chief Planning Officer - (213) 922-2920  
Richard F. Clarke, Chief Program Management Officer - (213) 922-7557



Phillip A. Washington  
Chief Executive Officer

## I-5 NORTH CAPACITY ENHANCEMENTS FROM SR- 118 TO SR-134; SEGMENT 3

### Measure R and Measure M Unified Cost Management Policy Analysis

#### Introduction

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- 1) Scope reductions;
- 2) New local agency funding resources;
- 3) Value Engineering;
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- 6) Countywide transit or highway cost reductions or other funds will be sought using pre-established priorities.

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### New Local Agency Funding Resources

Local funding resources (i.e., specific to the affected corridor or subregion) are considered in the next step as opposed to countywide or regional sources so as not to impact the funding of other Metro Board-approved projects and programs or subregions in the County.

The Project is eligible for Measure R funding and is allocated \$271,500,000 of funding in the Measure R sales tax ordinance Expenditure Plan under the project entitled "I-5 Capacity Enhancement from SR-134 to SR-170." The Project was funded with other local and State funds prior to the adoption of Measure R and \$253,500,000 has yet to be expended. However, in January 2016 (Board report #2015-1763) the Board approved \$223,500,000 to be reprogrammed to the third decade of the Long Range Transportation Plan using Proposition C 25% funds instead of Measure R 20%. This was done to alleviate the need for additional Proposition C 25% debt financing and instead use Measure R 20% cash (i.e., use the Project's Measure R 20% now and replace it with Proposition C 25% in the third decade). There is \$30,000,000 of remaining Measure R 20% and \$223,500,000 of Proposition C 25% that has not yet been spent on the Project and could be used for the cost increase. However, as the Proposition C 25% is programmed by Board action in the third decade of the LRTP, any use of these funds now even as an advance may cause Metro to incur additional debt financing costs. The table below from #2015-1763 shows the funding split of the reprogrammed Measure R, referred to as "replacement project credits."

STAFF RECOMMENDATION - FUNDING OF REPLACEMENT PROJECT CREDITS IN 3 <sup>RD</sup> DECADE			
(millions)	D	E	F=D+E
Project	Proposition C 25% Replacement Project Credits	Measure R 20% Replacement Project Credits	Total Replacement Project Credits
I-5 North Capacity Enhancement	\$223.5	\$30.0	\$253.5
I-5 South Capacity Enhancement	\$86.4	\$108.4*	\$194.8
I-5 South Carmenita Interchange	\$40.1	\$92.9	\$133
I-5/SR-14 Capacity Enhancement	\$0	\$88.8	\$88.8
Total	\$350.0	\$320.1	\$670.1

The Project is located in the San Fernando Valley subregion (as defined in the Policy, as amended), and traverses the cities of Los Angeles and Burbank. Local funding resources from both the subregion and cities could be considered for the cost increase.

*Funding Within the Corridor*

The Project shares the corridor with the “Interstate 5 Capacity Enhancement from I-605 to Orange County Line” and “I-5 Carmenita Road Interchange Improvement” projects that are also included in the Measure R Expenditure Plan. Per the #2015-1763 Board action (see previous table), the projects have unused Measure R funds of \$108,400,000 and \$92,900,000, respectfully. The I-5 Carmenita project has completed construction. Any surplus funding from I-5 Carmenita may be needed to fund the remaining necessary expenditures of the projects, and a portion of the unexpended Measure R 20%, equal to \$43,200,000, could be used for the Project cost increase. This funding could be replaced with Proposition C 25% from the Project to mitigate the loss of Measure R 20%.

*State and Federal Funding (Discretionary)*

Additional State or federal discretionary funding (where Metro would compete for the funding) is not probable, given the Project has experienced a cost increase and is already well into construction.

Value Engineering

The Project cost increase is attributable to delays from relocation of utilities and other related work not accounted for in the design, different site conditions, hazardous material encountered, additional work demanded by the affected communities, and design changes. Any attempt to identify and negotiate agreeable value engineering may result in further delays and potential additional costs. As a result, we recommend moving to the next step.

### Other Cost Reductions within the Same Transit or Highway Corridor, or within the Same Sub-region

The Project is on the same highway corridor as the I-5 South and I-5 Carmentia projects. The I-5 South project is still under construction and it is currently not known if there will be any future cost reductions or savings. The I-5 Carmentia project is completed and has unused Proposition C 25% and Measure R 20% funds of \$133,000,000. ~~The unused funds could be considered as a funding source; however, the Project also has unused funds and these would be considered prior in accordance with the Policy.~~

### Countywide Cost Reductions and/or Other Funds

If new local agency resources are not allocated to the Project cost increase, regional or countywide funding could be considered. These funds are programmed for other uses in Metro's financial forecast, during the timeframe when funds are needed for the Project cost increase, and additional debt financing would be needed to provide sufficient cash flow for the Project cost increase. The primary eligible source of countywide funding is Proposition C 25%.

### *State and Federal Funding (Formula)*

Metro receives quasi-formula funding from the State through the Regional Improvement Program (RIP) and Local Partnership Program (LPP). This is considered regional funding as it can be applied countywide to both transit and highway spending. There is currently no capacity in the RIP or LPP through FY 2025. The RIP has been allocated to projects submitted in Metro's 2020 RTIP and the next cycle of the LPP is planned to be used on the \$801 million Division 20 project. Metro also receives an allocation of funds from the "Highway Infrastructure Program," which is a federal formula grant created in 2018 for uses that include the construction of highways, bridges, tunnels, transit capital, and ITS; operational improvements; highway and transit safety improvements; and pedestrian and bicycle projects, among others. Funding from this grant will be programmed in the pending 2021 Short Range Transportation Plan.

### **Recommendation**

Metro staff recommends the use of \$30,000,000 of unused Measure R 20% from the project and \$43,200,000 of Proposition C 25% replacement credits from the Project-I-5 Carmentia project of unused Measure R 20% funds as an advance to the State to address the \$73,200,000 Project cost increase. ~~An offsetting amount of \$43,200,000 of Proposition C 25% will be programmed for the I-5 Carmentia project in the third decade of the Long Range Transportation Plan financial forecast.~~

Metro staff will seek reimbursement of the recommended Measure R 20% and Proposition C 25% funding from the State and Caltrans, which may be part of a future loan agreement with the State. The State reimbursements and or loan repayments will first credit the advanced Proposition C 25% to mitigate the amount of Metro debt financing. Metro will seek reimbursement from the State for any borrowing costs that Metro incurs.



The following table shows the remaining allocation of unused funding, or replacement project credits, for the Measure R I-5 corridor projects if the Board approves this Policy recommendation. The funding for the I-5/SR-14 project is shown as zero as this was previously designated “surplus” per the Measure R ordinance and reprogrammed for other eligible uses in the North County subregion.

<b>STAFF RECOMMENDATION – REVISED FUNDING OF REPLACEMENT PROJECT CREDITS (after funding of November 2020 cost increase)</b>			
(millions)	D	E	F=D+E
Project	Proposition C 25% Replacement Project Credits	Measure R 20% Replacement Project Credits	Total Replacement Project Credits
I-5 North Capacity Enhancement	\$180.3	\$0.0	\$180.3
I-5 South Capacity Enhancement	\$86.4	\$108.4	\$194.8
I-5 South Carmenita Interchange	<del>\$83.3</del> <u>\$40.1</u>	<del>\$49.7</del> <u>\$92.9</u>	\$133.0
I-5/SR-14 Capacity Enhancement	\$0.0	\$0.0	\$0.0
Total	<del>\$350.0</del> <u>\$306.8</u>	<del>\$158.1</del> <u>\$201.3</u>	\$508.1



Making Conservation  
a California Way of Life.

## DEPARTMENT OF TRANSPORTATION

DISTRICT 7  
100 S. MAIN STREET, SUITE 100  
LOS ANGELES, CA 90012  
PHONE (213) 897-0362  
FAX (213) 897-0360  
TTY 711  
www.dot.ca.gov

May 12, 2020

Mr. Phillip A. Washington  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority (Metro)  
One Gateway Plaza  
Los Angeles, CA., 90012

Dear Mr. Washington:

First, I hope that this letter finds you, your family, friends and employees in good health and safely working from home as much as possible or in the field managing the important work that you do in Los Angeles County. I want to extend my appreciation to the Los Angeles County Metropolitan Transportation Authority (Metro) staff and the great partnership between the two agencies to program the Interstate 5 South and North Corridor High Occupancy Vehicle (HOV) projects. Since early 2000, we have worked together to develop, program and construct these projects made possible through funding provided by Metro, the Federal Highway Administration, and the State of California.

Caltrans has been searching for additional State funds to contribute toward the increased project costs, as described in detail below. However, due to the project funding complexities and California Transportation Commission (CTC) guidelines, the only State funds that will be available to tap into is Regional Improvement Program (RIP). The increase will need to be covered using Local Measure funds and/or County share of RIP funds, and both would require Metro's approval. The RIP funds would be a Supplemental Fund Request that would also require CTC approval.

We are requesting Metro to provide additional funds for the anticipated cost increase for the I-5 Segment 3 Empire Interchange Project to complete construction and close out, as well as the City of Burbank's unmet needs. The City of Burbank submitted a cost estimate for their unmet needs at \$15.3 million, which will not be completed as part of this project or by Caltrans. The total request is \$73.2 million including City of Burbank's unmet needs.

Below is a table showing the additional funds requested.

Additional funds to finish project	\$9,900,000
Additional funds to settle past delay claims in 2020	\$40,000,000
Escalation and Interest to settle all delay claims after 2020	\$8,000,000
<b>Total for Project</b>	<b>\$57,900,000</b>
City of Burbank Unmet Needs	\$15,300,000 *
<b>Total Request</b>	<b>\$73,200,000</b>

\*Estimate based on City of Burbank request, not verified by Caltrans

**The I-5 South Corridor**

The I-5 South Corridor consists of six projects, including the Carmenita Interchange (IC) project, with an estimated cost of approximately \$1.89 billion.

- Three of the six projects have completed construction and resolved all claims with the contractors (Segments 1, 3 and the Carmenita IC projects);
- The Segment 4 project has achieved substantial completion, but has outstanding claims with contractor;
- Segments 2 and 5 are ongoing in construction;
- Segment 2 will be the last segment to complete construction and is targeted to open in late 2021. We expect to accept the contract in late 2022 and resolve claims with the contractor thereafter.

The current life of the project budget for the I-5 South Corridor is adequate to close out all the project segments. There will be a savings of approximately \$6.8 million from this corridor in local funds, and an additional saving from the Carmenita IC Project of \$4.93 million.

**The I-5 North Corridor**

The I-5 North Corridor consists of four projects. The estimated cost for the project is approximately \$965 million.

- Two of the projects (Segment 1 & 2) have completed construction and resolved all claims with the contractor.
- Segment 4 has achieved substantial completion and targeted for contract acceptance in Winter 2020.
- Segment 3 (Empire Avenue IC Project) is ongoing in construction. The Segment 3 project has encountered many challenges from the start which has caused a few years of delay and many claims and potential claims from the contractor. Caltrans and Metro staff have been working together from the start of this project to manage the risks to minimize the delay and cost increase. Segment 3 is currently targeted to complete in Summer 2021 and accept the contract in Summer 2022. Based on the

Mr. Phillip Washington  
05/12/2020  
Page 3

latest risk assessment at 70% confident level, the project will need additional funds to complete, settle claims, and close out the project with the contractor. In addition, the City of Burbank has submitted a list of items of work to both Metro and Caltrans that they believe the project should address, which will need additional funds.

We appreciate Metro's continuous partnership and support for the two I-5 North and I-5 South corridors. The public can now see the benefit these projects are providing to their communities and they will soon realize more benefit as the last segment of each of the corridor is completed and the continuous HOV lanes open to traffic.

Should you need additional information for this request, please don't hesitate to call me or Greg Farr, Principal Transportation Engineer, Division of Project/Program Management, Greg is our focal point of contact on the I-5 Corridor and he can be reached at (818) 254-5439.

Sincerely,



**JOHN C. BULINSKI**  
District Director

C: Abdollah Ansari, Senior Executive Office, Highway Program, Metro  
Victor Gau, Director, Engineering – Highway Program, Metro

Term Sheet

**I-5 North Segment 3 Construction Project**

**Agreement to Advance Payment and Reimbursement of Funds to Close the Project**

<b>Parties:</b>	Los Angeles County Metropolitan Transportation Authority (LA Metro) and California Department of Transportation-District 7 (Caltrans)
<b>Nature of the Agreement:</b>	LA Metro to advance funds to Caltrans for the cost to complete and close the I-5 North Segment 3 project, and Caltrans to reimburse LA Metro such amount as determined by joint audit by the Parties upon completion of the project.
<b>Amount of Advance:</b>	Not to exceed \$73.2 million in principal plus accrued interest at a rate equal to the LA Metro cost of funds.
<b>Use of Proceeds:</b>	The funds advanced by LA Metro shall be used by Caltrans to payoff obligations to the contractor for the claim settlement, complete roadway repair and work requested by the City of Burbank as agreed to by Caltrans, and cover other expenses to complete the I-5 North Segment 3 project.
<b>Repayment:</b>	Any and all periodic and/or lump sum monetary payments and non-monetary contributions by Caltrans that are solely designated for repayment of the Advance and not previously designated for a different LA Metro purpose. This may include funds otherwise eligible for the development and implementation of the State highway improvement projects, co-funding Metro-sponsored highway improvement projects from State funds not otherwise available to Metro (e.g.: SHOPP funds for the eligible components, etc.), waiver of charges to LA Metro for work that historically has been charged for by Caltrans in accordance with its policies and practices (review and approval of project documents in various phases of projects, preparation of technical studies/documents, etc.), and any other means of repayment mutually acceptable to parties.
<b>Repayment Period:</b>	Repayment of the full amount of the advance to Metro, including accrued interest, shall be in installments at set periods - years three, six, and ten, or more frequently as opportunities for repayment may arise. The overall repayment period may not exceed 10 years from the date(s) of disbursement of funds by LA Metro.

**Resolution of Disputes:** Any dispute arising out of or relating to this agreement shall be resolved by negotiation between officers of LA Metro and Caltrans who have authority to settle the dispute.

Parties commit to the terms and conditions of this agreement and execute the same on this \_\_\_\_\_ day of January 2021.

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Phillip A. Washington  
Chief Executive Officer  
LA Metro

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Tony Tavares  
Director  
California Department of Transportation (Caltrans)  
District 7



## Board Report

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File #: 2020-0742, File Type: Agreement

Agenda Number: 33.

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### CONSTRUCTION COMMITTEE FEBRUARY 18, 2021

**SUBJECT: WEST SANTA ANA BRANCH - MASTER COOPERATIVE AGREEMENTS**

**ACTION: APPROVAL OF MASTER COOPERATIVE AGREEMENTS**

#### **RECOMMENDATION**

- A. AUTHORIZING the Chief Executive Officer (CEO) or his designee to negotiate and execute Master Cooperative Agreements (MCAs) with WSAB Project Corridor Cities of Bell, Downey and Paramount and
- B. AUTHORIZING the Chief Executive Officer (CEO) or his designee to negotiate and execute remaining MCAs with other corridor cities.

#### **ISSUE**

This is a milestone update to the Board on the status and direction of the West Santa Ana Branch Transit Corridor (WSAB) Project. The execution of the MCA is one of the key steps in the accelerated delivery of the project, consistent with the Twenty-Eight by '28 Initiative, and preview of a forthcoming coordination with the Cities.

The execution of MCA by the Board will facilitate the development and implementation of the WSAB Project in the respective City's portion. Completion of the Project will require extensive design reviews, coordination, and approval as well as permitting for construction through each of the respective jurisdictions. The process begins with the Cities and their consultants providing comments on design documents and attending meetings with Metro staff as part of the ongoing developmental phase of the project. Once the project is approved for construction, the Cities will continue to support the project by providing inspectors in the field to monitor and provide final acceptance of the contractor's work through their respective jurisdictions.

Execution of the MCA acknowledges commitment for Metro and the Cities to continue to work together to progress and complete the WSAB Project.

#### **BACKGROUND**

The West Santa Ana Branch Corridor Transit Project is a 19-mile Light Rail Transit (LRT) serving the

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cities and communities of downtown Los Angeles, unincorporated Florence-Graham community of LA County, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. It would traverse a highly populated area, with high numbers of low-income and heavily transit-dependent residents. In addition, the project is expected to provide a direct connection to the Metro Green Line, Metro Blue Line and the LA County regional transit network.

The WSAB Project is identified as a Pillar Project by the Metro Board.

## **DISCUSSION**

The WSAB City Managers Technical Advisory Committee (TAC) was formed within the Gateway Cities County of Government (COG) to serve as an effective forum for generating consensus on a range of technical, financial, and policy challenges confronting the corridor cities. The members include city managers or key staff for the Cities and LA County staff. The ten Gateway Cities include: Huntington Park, Vernon, Cudahy, Bell, South Gateway, Downey, Paramount, Bellflower, Cerritos, and Artesia. The monthly meetings are also attended by key Metro Board deputies from Supervisor Hahn, Supervisor Solis, and Mayor Garcia offices as well as Eco-Rapid and the Gateway Cities COG staff.

Metro has worked with the TAC members to establish a collaborative approach to advance the Project including the terms and provisions of the MCA. By signing the MCA both Metro and the Cities acknowledge the WSAB Project as a high priority public works project to provide Metro with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the Cities. The MCA defines procedures, identify roles and responsibilities, and allocate costs between Metro and the Cities for the Cities' portion of the WSAB Project as it relates to design, construction, operation and maintenance of the line. Metro held various working sessions at the TAC to discuss terms of the MCA and provide responses to Cities' comments. These were followed by various individual sessions with the Cities to further address specific comments. Metro staff also presented to the respective Cities' Councils before the Council approving the MCA.

The MCA also establishes the following:

- Reimbursement of costs to the Cities for project-related work
- Duration of the agreement
- Cities and Metro representatives,
- Basis and agreement on scope through Cities' jurisdiction,
- Process and agreement on design review procedures and time periods for review and approval,
- Basis of Design for Enabling Works and P3 LRT, and
- Maintenance responsibilities of elements within Cities' jurisdiction

With the approval of the MCA, all costs incurred by Cities' staff and their consultants for design review and permit coordination among others would be reimbursed by Metro through an annual work plan authorization process specified in the MCA. In doing so cities agree to waive all permit fees.

The MCA does not relieve Metro or its contractor(s) from the requirements of submitting all plans, documents, and reports for review and comment before obtaining the Cities' approval prior to the



start of any construction activity within the public right-of-way.

As the MCAs are approved by remaining individual City Councils, the CEO or his designee will then approve any necessary revisions and/or updates and execute the MCAs. This report also authorizes the CEO or his designee to approve an initial budget for reimbursement to cities until the annual work plan for fiscal year 2022 is established.

### **Equity Platform Consistency**

The Project is consistent with the Equity Platform and will provide new benefits of enhanced mobility and regional access to minority and low-income populations within the Project Area. Approximately 60% of the corridor has been identified as having environmental justice communities. Minority residents are 66% of the total Project area population and 25% of Project area residents live below poverty, which is higher than the LA County average of 17%. Most of the transit service in the Project area is local with limited express buses operating on the congested roadway network. These communities have been historically underserved in terms of transit investments.

The Project will also significantly reduce travel times and Vehicle Miles Traveled (VMT) in the Project area, which could lead to air quality, safety, and livability improvements for the Project area's most vulnerable communities. All the aforementioned Project benefits will collectively expand economic opportunities and enhance the quality of life for residents of the Project area by greatly improving access to opportunity. Staff will ensure that Metro's Equity Platform will guide the process for evaluating the project in the Draft EIS/EIR.

### **FINANCIAL IMPACT**

This Project is funded on a fiscal year basis under Project number 460201 West Santa Ana Branch Transit Corridor, cost center 8510, under various accounts including Third Party Approvals is included in the FY21 Adopted Budget. This is a multi-year project requiring expenditure authorizations in fiscal year increments until a Board Authorized Life of Project Budget is adopted. It is the responsibility of the Cost Center Manager, Project Manager and Chief Program Management Officer to budget for this project in the future fiscal years and within the cumulative budget limit for the affected fiscal year.

#### **Impact to Budget**

Sources of funds for the recommended actions are part of the project budget i.e., Measure R, Measure M and State Grants. There is no impact to Operations eligible funding. No other funds were considered.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Project supports Strategic Plan Goal 1: Provide high quality mobility options that enable people to spend less time traveling. WSAB is anticipated to provide an one-seat ride from the proposed Pioneer Station in the southern terminus to either WSAB northern terminus. The WSAB corridor traverses some of LA County's most densely developed, historically underserved and environmental justice communities. Many of the Project area communities are characterized by heavily transit-dependent populations who currently lack access to a reliable transit network. The Project area is served by buses that operate primarily along a heavily congested freeway and arterial network with

limited connections to the Metro Rail system. A high-capacity and reliable transit investment between the Metro Rail system and the Gateway Cities would provide mobility and travel choices within the WSAB corridor and reduce dependence on auto travel. The Project aims to increase mobility, reduce travel times on local and regional transportation networks and accommodate future population and employment growth in southeastern LA County.

### **ALTERNATIVES CONSIDERED**

The Metro Board could decide not to approve the requested action. Staff does not recommend this alternative because non-approval could delay design advancement of key high-risk elements for Enabling Works which could delay the delivery of this Project.

### **NEXT STEPS**

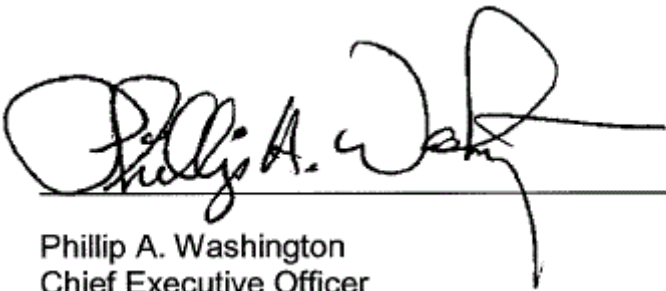
Upon Metro Board approval, staff will work with each individual city to develop an annual work plan (establishing scope and Cities' review and support time) and then create a work order for payment. This report also authorizes the CEO or his designee to approve an initial budget for reimbursement to cities until the annual work plan for fiscal year 2022 is established.

### **ATTACHMENTS**

- Attachment A: City of Bell Council approved MCA
- Attachment B: City of Downey Council approved MCA
- Attachment C: City of Paramount Council approved MCA

Prepared by: Meghna Khanna, Senior Director, Countywide Planning & Development, (213) 922-3931  
June Susilo, Deputy Executive Officer, Program Management, (562) 524-0532  
David Mieger, Senior Executive Officer, Countywide Planning & Development, (213) 922-3040  
Rick Meade, Senior Executive Officer, Program Management, (562-524-0517)

Reviewed by: Richard Clarke, Chief Program Management Officer, (213) 922-7557  
James De La Loza, Chief Planning Officer, (213) 922-2920



Phillip A. Washington  
Chief Executive Officer



# Agenda

Adjourned Regular Meeting of the

**Bell City Council/Bell Community Housing Authority/Successor Agency to  
the Bell Community Redevelopment Agency/ Bell Public Finance Authority**

**Wednesday, November 18, 2020**

**5:00 P.M. CLOSED SESSION**

**7:00 P.M. OPEN SESSION**

Bell Community Center  
6250 Pine Avenue

Ali Saleh  
**Mayor**

Alicia Romero  
**Vice Mayor**

Monica Arroyo  
**Council Member**

Fidencio J. Gallardo  
**Council Member**

Ana Maria Quintana  
**Council Member**

# Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the second and fourth Wednesday of the month at 7:00 p.m., Bell Community Center, 6250 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 2615.

## City Council Organization

There are five City Council members, one of whom serves as Mayor and is the presiding officer of the City Council. These are your elected representatives who act as a Board of Directors for the City of Bell. City Council members are like you, concerned residents of the community who provide guidance in the operation of your City.

## Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting. The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card*. At that time, approach the podium and please clearly state your name and address, and proceed to make your comments.

## Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 2615, at least one business day prior to the scheduled meeting to ensure that we may assist you.

## Statement Regarding Compensation for Members of the Bell City Council

Compensation for the members of the Bell City Council is \$673 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the following regular meetings: Successor Agency to the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Finance Authority, the Bell Surplus Property Authority, and the Bell Solid Waste Authority.

## ADJOURNED REGULAR JOINT MEETING OF THE

### Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/Bell Public Finance Authority

November 18, 2020

5:00 P.M. Closed Session  
7:00 P.M. Regular Meeting

\*\*\*\*DUE TO GOVERNOR'S EXECUTIVE ORDER'S N-25-20 AND N-29-20\*\*\*\*  
\*\*RE CORONAVIRUS COVID-19\*\*

**THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER'S WHICH ALLOWS FOR THE CITY COUNCIL AND/OR CITY STAFF TO PARTICIPATE VIA TELECONFERENCE**

Please be advised that pursuant to the Executive Orders, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19, the Bell Community Center will not be open to the public. The City Council will participate in the meeting by using a teleconference/virtual platform and will not be physically present at the Community Center. The public is encouraged to view the meeting through the City's website at <http://www.cityofbell.org/?NavID=101>

**PUBLIC COMMENT:** If you wish to make a comment you may provide input electronically through a temporary public comment email established for City of Bell City Council meetings [cityclerk@cityofbell.org](mailto:cityclerk@cityofbell.org). Please indicate in the Subject Line "For Public Comment Agenda Item \_\_\_\_\_" and submit your written comment by 4pm on Wednesday, November 18, 2020. Any emails received after the time indicated will not be included in the record. Written Comments will be subject to the three minute time limitation (approximately 350 words).

Public Comment could also be submitted by telephone by calling 1-669-900-9128. To provide a comment on Closed Session items, please call no later than 5:00 PM and for the regular session of the agenda, please call no later than 7PM. City staff will be using the Zoom audio communication platform for this meeting. Each speaker is limited to 3 minutes and will be given the opportunity to speak in the order your phone call is received. After you submit your comment, you will be disconnected but will still have access to view the meeting live on the City's website at <http://www.cityofbell.org/?NavID=101>

#### **Join Zoom Meeting (ONLY FOR PUBLIC COMMENT)**

Phone Number: 1-669-900-9128

Meeting ID: 987 1066 6114

Password: 156686

#### **Call to Order**

**Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies:** Arroyo, Gallardo, Quintana, Romero and Saleh

#### **Communications from the Public on Closed Session Items**

This is the time for members of the public to address the City Council and related Authorities and Agencies only on items that are listed under Closed Session.

#### **Closed Session**

The City Council and the related Authorities and Agencies will recess to closed session to confer with legal counsel regarding the following matters:

- a) CONFERENCE WITH LABOR NEGOTIATORS- Government Code Section 54957.6, Agency designated representatives: Paul Philips (Interim City Manager), Dave Aleshire (City Attorney) Employee Organization: Bell Police Officers Association (BPOA)

- b) CONFERENCE WITH LABOR NEGOTIATORS- Government Code Section 54957.6, Agency designated representatives: Paul Philips (Interim City Manager), Dave Aleshire (City Attorney) Employee Organization: Bell City Employees Association (BCEA)
- c) Conference with Legal Counsel – Anticipated Litigation  
Potential Initiation of litigation pursuant Government Code Section 54956.9(d)(4): One Case
- d) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)  
Properties: 7020-7030 Atlantic Avenue, Bell CA 90201  
Agency negotiators: Paul Philips (Interim City Manager), and Dave Aleshire (City Attorney)  
Negotiating parties: To be Determined  
Under negotiation: Price and Terms of Payment
- e) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)  
Properties: 5241 Florence Avenue, Bell CA 90201  
Agency negotiators: Paul Philips (Interim City Manager), and Dave Aleshire (City Attorney)  
Negotiating parties: To be Determined  
Under negotiation: Price and Terms of Payment
- f) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)  
Properties: 6303, 6317 and 6331 Pine Avenue, Bell CA 90201  
Agency negotiators: Paul Philips (Interim City Manager), and Dave Aleshire (City Attorney)  
Negotiating parties: To be Determined  
Under negotiation: Price and Terms of Payment
- g) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)  
Properties: 4333 Florence Avenue, Bell CA 90201  
Agency negotiators: Paul Philips (Interim City Manager), and Dave Aleshire (City Attorney)  
Negotiating parties: To be Determined  
Under negotiation: Price and Terms of Payment
- h) Conference with Legal Counsel – Existing Litigation, Government Code Section 54956.9(d)(1), Edward W. Dadisho vs City of Bell, et al., LASC No. 20STV00825
- i) Conference with Legal Counsel – Pending Litigation, Government Code Section 54956.9(d)(1), The Salvation Army, et al. vs City of Bell, LASC No. 19STCP00693

## Reconvene Regular City Council Meeting

**Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies:** Arroyo, Gallardo, Quintana, Romero and Saleh

### Pledge of Allegiance

### City Attorney Report

The City Attorney will report out on any action(s) to be taken by the City Council/Agencies on Closed Session matters.

### Presentations and Recognitions

Presentation on the Bell Community Housing Authority

Presentation by Metro on the Master Cooperative Agreement with the Los Angeles Metropolitan Transportation Authority

### Communications from the Public

This is the time members of the public may address the City Council and related Authorities and Agencies. The public may speak on items that are on the agenda and on non-agenda items that are under the subject matter jurisdiction of City Council and/or its related authorities and agencies.

### Mayor and City Council Communications

Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on meetings, seminars and conferences attended by the Mayor and City Councilmembers.

### City Manager Report

In this portion of the agenda, the City Manager will provide a brief report on items of interest to the City Council and/or the community.

### Public Hearing(s)

The following item has been posted as a Public Hearing as required by law. The Mayor will open the Public Hearing(s) to receive public testimony only on the item(s) listed under this section.

**PUBLIC TESTIMONY** can be provided electronically through a temporary public comment email established for City of Bell City Council meetings [cityclerk@cityofbell.org](mailto:cityclerk@cityofbell.org). Please indicate in the Subject Line "Public Hearing" and submit your written comment by 4pm on Wednesday, November 18, 2020. Any emails received after the time indicated will not be included in the record. Written Comments will be subject to the three minute time limitation (approximately 350 words).

Public Testimony could also be submitted by telephone by calling 1-669-900-9128 and entering the following Meeting ID: 987 1066 6114 Password: 156686

1. *Item Continued from the October 28, 2020 Meeting* – Consideration of an Ordinance of the City of Bell, amending Title 17 of the Bell Municipal Code Amending Chapter 17.96 of The

Bell Municipal Code To Revise The City's Regulations Regarding Requiring Conditional Use Permits ("CUPs") for corner lots in the C-3 or C-3R zones. (Council)

**Recommendation:** *It is recommended that the City Council read by title only, waive further reading and introduce Ordinance No. 1265 titled:*

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, AMENDING SECTION 17.96.030 OF ARTICLE II OF CHAPTER 17.96 OF THE BELL MUNICIPAL CODE TO ELIMINATE THE CITY'S REGULATIONS REGARDING THE REQUIREMENT FOR A CONDITIONAL USE PERMIT ON CORNER LOTS IN THE C-3 AND C-3R ZONES**

**Business Calendar**

2. Discussion of Uses Requiring Conditional Use Permits ("CUPs") in the C-3 and C-3R zones. (Council)

**Recommendation:** *It is recommended that the City Council direct Staff to go to the Planning Commission with an additional Zone Text Amendment to require a Conditional Use Permit for the following uses:*

1. For all tobacco sales in commercially zoned properties; and
  2. For all used goods or merchandize in commercially zoned properties.
3. Florence Avenue Pedestrian Improvements Project – Additional City Entry Monument Signs. (Council)

**Recommendation:** *It is recommended that the City Council:*

1. Authorize the Community Services Director to add two (2) new City entry monument signs to the Florence Avenue Pedestrian Improvements Project (Project) scope of work, consistent with the design of the entry monument signs in the Project; and
  2. Approve an increase of the Project contingency budget in a total amount not to exceed \$82,000 for additional monument sign work.
4. Approval of a Master Cooperative Agreement with The Los Angeles Metropolitan Transportation Authority. (Council)

**Recommendation:** *It is recommended that the City Council:*

1. Read by title only, waive further reading and adopt Resolution No. 2020-67 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

2. Authorize the City Manager to execute the agreement, subject to approval by the Los Angeles Metropolitan Transportation Authority Board at a later date.



5. Authorize the Police Chief to accept and administer the Office of Traffic Safety (OTS), Selective Traffic Enforcement Program (STEP) Grant to reduce the number of traffic fatalities and injuries. *(Council)*

**Recommendation:** *It is recommended that the City Council:*

1. Approve the acceptance of the OTS STEP grant; and
2. Read by title only, waive further reading and adopt Resolution 2020-68 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING AN INTER-FUND ADVANCEMENT, IN THE AMOUNT OF \$90,000 FROM THE GENERAL FUND UNRESTRICTED FUND BALANCE TO THE POLICE DEPARTMENT'S OFFICE OF TRAFFIC SAFETY FUND ACCOUNT FOR THE PURPOSE OF PROVIDING OVERTIME TO REDUCE TRAFFIC COLLISIONS**

### **Consent Calendar**

The following Consent Calendar items are expected to be routine and non-controversial. They are acted upon by the City Council and related authorities at one time without discussion. The reading of the full text of ordinances and resolutions will be waived unless a Councilmember requests otherwise.

**Recommendation:** *Approve agenda items 6 through 10.*

6. It is recommended that the City Council read by title only, waive further reading and adopt Resolution 2020-65 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, DECLARING CERTAIN EMPLOYEE CLASSIFICATIONS AS EXCLUDED FROM THE CIVIL SERVICE SYSTEM, DESIGNATING SUCH CLASSIFICATIONS TO BE UNREPRESENTED AND AT-WILL, PURSUANT TO MUNICIPAL CODE SECTION 2.84.0630 (B), AND RESCINDING RESOLUTION NO. 2019-26**

7. It is recommended that the City Council read by title only, waive further reading and adopt Resolution 2020-66 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, IDENTIFYING EMPLOYEE CLASSIFICATIONS, COMPENSATION LEVELS, AND SALARY RANGES, AND RESCINDING RESOLUTION NO. 2019-86**

8. It is recommended that the City Council read by title only, waive further reading and adopt Ordinance 1266 titled:

**AN ORDINANCE OF THE CITY OF BELL CITY COUNCIL ADOPTING ZONE TEXT AMENDMENT NO. 2020-05 AMENDING SECTIONS AMENDING CHAPTERS 17.08, 17.16, 17.20, 17.24, 17.28, 17.54, AND 17.92 OF THE BELL MUNICIPAL CODE TO**

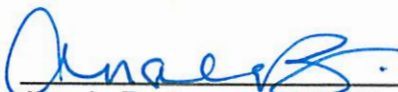
**REVISE THE CITY'S REGULATIONS REGARDING ACCESSORY DWELLING UNITS AND REVISE CERTAIN DEVELOPMENT STANDARDS IN THE R-3 AND C-3R ZONES, AND ADDING CHAPTER 17.62 TO THE BELL MUNICIPAL CODE REGARDING RESIDENTIAL DENSITY BONUSES**

9. General Warrants, Successor Agency to the Bell Community Redevelopment Agency and Community Housing Authority Warrants dated November 18, 2020. *(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority).*
10. Minutes for the Regular City Council Meetings of February 26, 2020, and March 11, 2020. *(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority).*

**Pending Items – None**

**November 25, 2020 Regular City Council Meeting Cancelled  
Next Regular Meeting, Wednesday, December 9, 2020**

I, Angela Bustamante, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on November 13, 2020 at least seventy-two (72) hours prior to the meeting as required by law.



Angela Bustamante, City Clerk

**ADJOURNED REGULAR MEETING OF THE  
BELL CITY COUNCIL AND RELATED AGENCIES**

**November 18, 2020**

**5:00 P.M. Closed Session  
7:00 P.M. Regular Session**

**INDEX**

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<b>AGENDA &amp; INDEX</b>		<b>1-9</b>
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**City of Bell  
Agenda Report**

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DATE: November 18, 2020

TO: Mayor and Members of the City Council

FROM: Manuel Acosta, Community Development Director

APPROVED BY:   
Paul Philips, Interim City Manager

SUBJECT: Approval of a Master Cooperative Agreement With The Los Angeles Metropolitan Transportation Authority

**RECOMMENDATION:**

It is recommended that the City Council:

1. Read by title only, waive further reading and adopt Resolution No. 2020-67 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

2. Authorize the City Manager to execute the agreement, subject to approval by the Los Angeles Metropolitan Transportation Authority Board at a later date.

**BACKGROUND**

The Los Angeles Metropolitan Transportation Authority (Metro) is preparing for the development of a new light rail transit line, the West Santa Ana Branch (WSAB) Transit Corridor project. The main goals of the WSAB Project are to: 1. Provide mobility improvements, 2. Support local and regional land-use plans and policies, 3. Minimize environmental impacts, 4. Ensure cost effectiveness and financial feasibility, and 5. Promote equity.

The 19-mile WSAB Transit Corridor project intends to connect southeast Los Angeles County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Additionally, in the City of Bell, a new station will be developed, The Florence/Salt Lake Station. The Station is located between the City of Bell and the City of Huntington Park. The future station presents an opportunity to provide convenient access into the Downtown Los Angeles and other parts of the Southeast and connectivity to other train line within the rail system. Attached is the current project map along with the four Local Preferred Alternative (LPA) options being considered by Metro.

The overall project area is home to 1.2 million residents and is a job center to approximately 584,000 employees. Projections show the resident population increasing to 1.5 million and jobs increasing to 670,000 by 2040. Population and employment densities are five times higher than the Los Angeles County average. This rail corridor is anticipated to serve commuters in a high travel demand corridor by providing relief to the limited transportation systems currently available to these communities. In addition, the project is expected to provide a direct connection to Metro's Green and Blue lines.

The WSAB is being partially funded by Measure M. Per Measure M and Metro's Long Range Transportation Plan (LRTP) financial forecast, as amended, the project has a \$4 billion (B) (2015\$) allocation of funding (comprised of Measure M and other local, state, and federal sources). Measure M funding becomes available in two cycles:

- FY 2028 - \$1 billion
- FY 2041 - \$3 billion

The current project cost is estimated to be \$6.5-\$6.6 billion (in 2018\$), contingent upon further project design, coordination with freight railroad and the Ports on Right-of-Way (ROW), and development of First/Last Mile plans and costs.

Measure M indicates that an early project delivery may be made possible with a Public-Private Partnership (P3) delivery method. A P3 with a comprehensive delivery approach is being pursued as part of a strategy for accelerating a significantly increased project scope by 2028 in preparation of the 2028 Summer Olympics being held in Los Angeles.

Currently the WSAB Project is undergoing an Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) process to prepare the corridor for Light Rail Transit. The following is the current WSAB Project Schedule:

Draft EIS/R Release:	Early 2021
LPA Selection:	Mid 2022
First/Last Mile (FLM) Planning:	Following LPA Selection
P3 RFQ:	Following LPA Selection
Final EIR Certification:	Late 2021
Record of Decision (ROD):	Late 2021
P3 RFP:	Following Final EIR
Groundbreaking:	2023

## DISCUSSION

The construction of the WSAB Light Rail Project will require extensive review by the City. As such, a Master Cooperative Agreement (MCA) is needed between Metro and Corridor cities on how they will work together to deliver the WSAB Project before groundbreaking in 2023. The MCA establishes the:

- Process for cities to be paid for project-related work
- Basis to start construction of enabling works, which will expedite project construction and reduce construction risk
- Process to provide review and approval of design documents

Additionally, areas of the MCA address construction activities including:

- Project description
- Scope, phases and schedule
- Roles and responsibilities
- Contractual packages
- City facility rearrangements
- Betterments
- Reimbursements and credits
- Resolution of disputes
- Metro and P3 roles and responsibilities
- Definitions and interpretations

It is important to note that the MCA does not relieve Metro or its contractor from the requirements of submitting all plans, documents, and reports for review and comment before obtaining City approval prior to the start of any construction activity within the public right-of-way. Under this MCA, the City agrees to waive all permit fees, however, all costs incurred by City staff and its consultants for design review and permit coordination among others, would be reimbursed by Metro through a work plan authorization process specified in the MCA.

To ensure we keep the project timeline, cities are being asked to agree to the terms of the MCA in order to provide the Metro Board enough time to approve and execute the MCAs by December 2020.

FISCAL IMPACT:

There is no financial impact associated with this action.

ATTACHMENTS:

1. Resolution 2020-67
2. WSAB Project Map Attachment
3. Master Cooperative Agreement

**RESOLUTION NO. 2020-67**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

**WHEREAS**, The Los Angeles Metropolitan Transportation Authority (Metro) is preparing for the development of a new light rail transit line, the West Santa Ana Branch (WSAB) Transit Corridor project; and

**WHEREAS**, The main goals of the WSAB Project are to:

1. Provide mobility improvements,
2. Support local and regional land-use plans and policies,
3. Minimize environmental impacts,
4. Ensure cost effectiveness and financial feasibility, and
5. Promote equity; and

**WHEREAS**, The 19-mile WSAB Transit Corridor project intends to connect southeast Los Angeles County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia; and

**WHEREAS**, In the City of Bell, a new station will be developed, The Florence /Salt Lake Station. The Station is located between the City of Bell and the City of Huntington Park.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:**

**SECTION 1.** That the City Council approves the attached Master Cooperative Agreement with the Los Angeles Metropolitan Transportation Authority for the design, construction, operation and maintenance of a portion of the West Santa Ana Branch Transit Corridor project.

**SECTION 2.** That the City Council authorizes the Mayor, or his designee, execute the agreement on behalf of the City of Bell, subject to approval by the Los Angeles Metropolitan Transportation Authority Board at a later date.

**SECTION 3.** This Resolution shall take effect from and after the date of its passage and adoption.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November, 2020.

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Ali Saleh, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire, City Attorney

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 18<sup>th</sup> day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Angela Bustamante, City Clerk



# West Santa Ana Branch Transit Corridor

## Project Overview





Scan QR  
Code to view  
Agenda Packet

**SEPTEMBER 22, 2020**

**CITY COUNCIL MEETING**

**CITY COUNCIL**

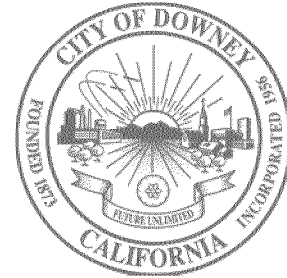
MAYOR  
BLANCA PACHECO

MAYOR PRO TEM  
CLAUDIA M. FROMETA

COUNCIL MEMBERS  
RICK RODRIGUEZ  
ALEX SAAB

Special Meeting – 5:30 p.m.  
Regular Meeting – 6:30 p.m.

Council Chambers  
11111 Brookshire Avenue  
Downey, CA 90241



**PARTICIPATING BY  
TELECONFERENCE:**

COUNCIL MEMBERS  
SEAN ASHTON

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**SEE ATTACHED SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION AND ACCESSIBILITY  
FOR SEPTEMBER 22, 2020 SPECIAL AND REGULAR DOWNEY CITY COUNCIL MEETINGS**

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**CALL TO ORDER THE SPECIAL CITY COUNCIL MEETING – 5:30 P.M.**

**ROLL CALL:** Council Members Ashton, Rodriguez, Saab, Mayor Pro Tem Frometa, Mayor Pacheco

**APPROVE CLOSED SESSION MINUTES:** Special Meeting of September 8, 2020: Administration.

**PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**

*(Persons wishing to address the City Council on any item on the Closed Session Agenda may do so at this time. Please limit your comments to no more than three (3) minutes).*

**RECESS TO A CLOSED SESSION OF THE CITY COUNCIL UNDER THE FOLLOWING  
AUTHORITIES:**

1. Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Pending Litigation:  
Joseph Barreda v. City of Downey, et al., U.S. District Court, Central District of California, Case  
No. 2:19-cv-02508-DSF.

**ADJOURNMENT**

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**CALL TO ORDER THE REGULAR CITY COUNCIL MEETING – 6:30 P.M.**

**ROLL CALL:** Council Members Ashton, Rodriguez, Saab, Mayor Pro Tem Frometa, Mayor Pacheco

**INVOCATION:** Greg Welch, Downey Police Department Chaplain

**FLAG SALUTE:** Michael Calvert, Director, Downey Chamber of Commerce

## PRESENTATIONS

1. Certificates of Recognition to the Los Angeles County Library, Downey Police and Public Works Departments for their assistance in the Mega Food Drive 2020.
2. Presentation to the City Council regarding an update of the West Santa Ana Branch Transit Corridor Project by the Los Angeles County Metropolitan Transportation Authority.

## CITY COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETING REPORTS

**PUBLIC HEARINGS:** None.

## NON-AGENDA PUBLIC COMMENT

*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. It is requested, but not required, that you state your name, address and subject matter upon which you wish to speak. Please limit your comments to no more than three (3) minutes. Pursuant to the Brown Act, no discussion or action, other than a brief response, referral to the City Manager/staff or schedule for a subsequent agenda, shall be taken by the Council/Agency on any issue brought forth under this section.*

## CONSENT CALENDAR

*All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests an item be removed. Removed items will be considered following approval of the Consent Calendar.*

1. **APPROVE MINUTES:** Special and Regular Meetings of September 8, 2020: City Clerk.
2. **WARRANTS ISSUED:** Warrant Nos. 346110 – 346409; EFT numbers 10125 – 10155; Payroll Wire Nos. 30004027, 30004030 & 30004033 – 30004035; and, Manual Wire numbers 2056 – 2057, total amount of \$2,739,621.35: Finance.
3. **AWARD A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$2,245,893 TO THE R.J. NOBLE COMPANY FOR THE OLD RIVER SCHOOL RD. PAVEMENT REHABILITATION PROJECT; AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO EXECUTE ANY CHANGE ORDERS OR ADDITIONAL SCOPE OF WORK DEEMED NECESSARY OR DESIRABLE UP TO THE APPROVED PROJECT BUDGET; AND, AUTHORIZE TRANSFER OF \$53,103.50 IN MEASURE R LOCAL RETURN FUNDS FROM ACCOUNT NO. 56-16789 TO ACCOUNT NO. 56-16628 (CAPITAL IMPROVEMENT PROJECT NO. 16-20):** Public Works.
4. **ACCEPT WORK FOR TWEEDY LN. PAVEMENT REHABILITATION; APPROVE FINAL CONSTRUCTION CONTRACT AMOUNT OF \$353,541.87; AND, AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO FILE THE NOTICE OF COMPLETION (CAPITAL IMPROVEMENT PROJECT NO. 18-05):** Public Works.
5. **ACCEPT WORK FOR COLDBROOK AVE., CORRIGAN AVE., AND VULTEE AVE. WATER SYSTEM REPAIRS; APPROVE FINAL CONSTRUCTION CONTRACT AMOUNT OF \$37,500; AND, AUTHORIZE THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO FILE THE NOTICE OF COMPLETION (MISCELLANEOUS PROJECT NO. 346):** Public Works.
6. **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. IN THE TOTAL AMOUNT OF \$341,337 FOR MS4 NPDES PROGRAM SERVICES FOR A PERIOD OF THREE YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS; AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT; AND, AUTHORIZE THE CITY MANAGER TO EXECUTE ANY AND ALL AMENDMENTS TO THE AGREEMENT AS DEEMED NECESSARY WITHIN THE PROGRAM BUDGET:** Public Works.

7. APPROVE A MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF A PORTION OF THE WEST SANTA ANA BRANCH TRANSIT CORRIDOR PROJECT; AND, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO APPROVAL BY THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY BOARD AT A LATER DATE: Administration.
8. AUTHORIZE STAFF TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP TO PROVIDE OCCUPATIONAL HEALTH AND SAFETY SERVICES FOR THE CITY OF DOWNEY: Human Resources.
9. ADOPT RESOLUTION NO. 20-\_\_\_\_\_, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY APPROVING THE APPOINTMENT OF MICHAEL MURRAY TO THE INDEPENDENT CITIZENS OVERSIGHT BOARD FOR COUNCIL DISTRICT 1: Mayor Pacheco.
10. ELECTRIC VEHICLE CHARGING SYSTEMS MUNICIPAL CODE AMENDMENT: Community Development.

INTRODUCE ORDINANCE NO. 20-\_\_\_\_\_, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY ADDING SECTION 8986 (“ELECTRIC VEHICLE CHARGING SYSTEMS”) TO CHAPTER 11 (DOWNEY GREEN BUILDING STANDARDS CODE) OF ARTICLE VIII (“BUILDING REGULATIONS”) OF THE DOWNEY MUNICIPAL CODE.

11. GRADING REGULATIONS AND MUNICIPAL CODE UPDATES: Community Development.

INTRODUCE ORDINANCE NO. 20-\_\_\_\_\_, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY AMENDING IN ITS ENTIRETY SECTION 8730 (“GRADING REGULATIONS”) OF ARTICLE VIII (“BUILDING REGULATIONS”) OF CHAPTER 8 (“FLOODPLAIN MANAGEMENT, GRADING AND PAVING”) BY ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODE APPENDIX J WITH LOCAL AMENDMENTS; ADDING SECTION 8999.18 TO ARTICLE VIII (“BUILDING REGULATIONS”), CHAPTER 13 (“DOWNEY RESIDENTIAL CODE”) OF THE DOWNEY MUNICIPAL CODE AMENDING SECTION R401.4 OF THE 2019 EDITION OF THE CALIFORNIA RESIDENTIAL CODE; AND ADDING SUBSECTION 8999.44.5 TO SECTION 8999.44 (“VIOLATIONS”) OF ARTICLE VIII (“BUILDING REGULATIONS”), CHAPTER 14 (“DOWNEY ADMINISTRATIVE BUILDING AND HOUSING CODE”) OF THE DOWNEY MUNICIPAL CODE.

12. RECEIVE AND FILE THE 2020 LOCAL AGENCY BIENNIAL NOTICE: City Clerk/City Attorney.

**ADMINISTRATIVE REPORTS**

13. ADOPT A VETERANS MEMORIAL POLICY FOR THE LISTING OF VETERAN NAMES ON THE CITY’S VETERANS MEMORIAL OUTSIDE OF CITY HALL: Administration.
14. PROVIDE DIRECTION TO STAFF REGARDING THE CLOSURE OF DOWNEY AVE. BETWEEN 2<sup>ND</sup> AND 3<sup>RD</sup> ST.: Community Development.
15. EXTENSION OF URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON EVICTIONS OF COMMERCIAL TENANTS IMPACTED BY COVID-19 PANDEMIC AND RENT REPAYMENT PERIOD: City Manager/City Attorney.

**ADOPT ORDINANCE NO. 20-\_\_\_\_\_, AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 8634 AND DOWNEY CITY CHARTER SECTIONS 511 AND 514 EXTENDING THE TEMPORARY MORATORIUM ON EVICTIONS OF COMMERCIAL TENANTS FOR NONPAYMENT OF RENT RESULTING FROM LOSS OF INCOME DUE TO THE COVID-19 PANDEMIC AND RENT REPAYMENT PERIOD; AND SETTING FORTH THE FACTS CONSTITUTING SUCH URGENCY.**

**16. URGENCY ORDINANCE TO MAKE THE REQUIRED FINDINGS CONSISTENT WITH ASSEMBLY BILL 3088 TO PRESERVE RENT REPAYMENT PERIOD FOR RESIDENTIAL TENANTS IMPACTED BY COVID-19 FINANCIAL IMPACTS:** City Manager/City Attorney.

**ADOPT ORDINANCE NO. 20-\_\_\_\_\_, AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DOWNEY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 8634 AND DOWNEY CITY CHARTER SECTIONS 511 AND 514 AMENDING THE RENT REPAYMENT PERIOD SET FORTH IN ORDINANCE NO. 20-1445 BY MAKING THE REQUIRED FINDINGS CONSISTENT WITH ASSEMBLY BILL 3088; AND SETTING FORTH THE FACTS CONSTITUTING SUCH URGENCY.**

### **STAFF MEMBER COMMENTS**

**ADJOURNMENT:** In memory of Senior Airman Jason Khai Phan, 26, of Anaheim who was supporting Operation Inherent Resolve.

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Supporting documents are available at: [www.downeyca.org](http://www.downeyca.org); City Hall-City Clerk's Department, 11111 Brookshire Avenue, Monday – Friday, 7:30 a.m. – 5:30 p.m. Video streaming of the meeting is available on the City's website. In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in this meeting, complete the City's Title II ADA Reasonable Accommodation Form located on the City's website and at City Hall - City Clerk's Department, 11111 Brookshire Avenue, Monday – Friday, 7:30 a.m. – 5:30 p.m., and submit to the City Clerk's Department or contact **(562) 904-7280** or TTY 7-1-1, **48 business hours prior to the City Council meeting.**

The City of Downey prohibits discrimination on the basis of disability in any of its program and services. For questions, concerns, complaints, or for additional information regarding the ADA, contact the City's ADA/Section 504 Coordinator at [ADACoordinator@downeyca.org](mailto:ADACoordinator@downeyca.org): Phone: (562) 299-6619; or TTY at 7-1-1.

In compliance with Title VI of the Civil Rights Act, the City of Downey prohibits discrimination of any person in any of its program and services. If written language translation of City agendas or minutes, or for oral language interpretation at a City meeting is needed, contact the City Clerk's Office at (562) 904-7280, or (562) 299-6619, **48 business hours prior to the meeting.**

En cumplimiento con el Título VI de la Ley de Derechos Civiles, la Ciudad de Downey prohíbe la discriminación de cualquier persona en todos sus programas y servicios. En caso de necesitar una traducción escrita de las órdenes del día o las actas de las reuniones de la ciudad, o para solicitar un intérprete oral para una reunión de la ciudad, comuníquese a la oficina de la Secretaria de la Ciudad al (562) 904-7280, o al (562) 299-6619, en el horario de atención comercial, **48 horas antes de la reunión.**

I, Maria Alicia Duarte, CMC, City Clerk, City of Downey, do hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq., at the following locations: Downey City Hall, Downey City Library, and Barbara J. Riley Community and Senior Center.

Dated this 17<sup>th</sup> day of September, 2020.

*Maria Alicia Duarte, CMC, City Clerk*

**Scan QR Code to view the City of Downey City Accomplishments 2019-2020**





## SPECIAL NOTICE

### Public Participation and Accessibility for the September 22, 2020 Downey Regular City Council Meetings

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and the County of Los Angeles Department of Public Health Order of the Health Officer Revised Order issued June 11, 2020 as a response to mitigating the spread of Coronavirus known as COVID-19 and providing direction for moving the County through Stage 3 of California's Pandemic Resilience Roadmap, the Special and Regular City Council Meetings scheduled for Tuesday, September 22, 2020 at 5:30 p.m. and 6:30 p.m. will allow members of the public to participate and address the City Council during the public comment portion of the meetings via teleconference as well as a limited number, 10, of in person attendees within the City Hall Council Chambers on a first come, first serve basis.

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#### Below are the ways to participate in the Special Meeting at 5:30 p.m.

1. **Call Toll-Free (audio):** (877) 853-5247 or (888) 788-0099

Enter Meeting ID: **940 5990 3212** Enter Password: **128553**

**Public Comment shall be on Closed Session Items Only**

2. **E-mail:** [ccpubliccomment@downeyca.org](mailto:ccpubliccomment@downeyca.org)

**In order to effectively accommodate public participation, participants are asked to provide their public comments via e-mail by 4:00 p.m. on the day of the meeting.**

3. **Tele-conference phone number:** (562) 299-6622

Calls will be placed on hold in queue and participants will provide their public comments via speaker phone. Persons speaking are limited to a maximum of three (3) minutes.

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#### Below are the ways to participate in the Regular Meeting at 6:30 p.m.

1. **View the City Council meeting live stream at:**

**YouTube Channel:** <https://www.youtube.com/channel/UCjWsuwVjG13PI3UugptpRg/live>

2. **Call Toll-Free (audio):** (877) 853-5247 or (888) 788-0099

Enter Meeting ID: **980 1845 5152** Enter Password: **742554**

**Members of the public wishing to address the City Council, during public comment or for a specific agenda item, or both, may do so by the following methods:**

3. **E-mail:** [ccpubliccomment@downeyca.org](mailto:ccpubliccomment@downeyca.org)

**In order to effectively accommodate public participation, participants are asked to provide their public comments via e-mail by 4:00 p.m. on the day of the meeting.**

Participants addressing the City Council by email are encouraged to provide the following information:

- a) Full Name;
- b) City of Residence;
- c) Subject or Agenda Item No.;
- d) Written Comments.

**4. Teleconference phone number: (562) 299-6622**

Calls will be placed on hold in queue and participants will provide their public comments via speaker phone. **Persons speaking are limited to a maximum of three (3) minutes.** Please be mindful that the teleconference call will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

Participants addressing the City Council by teleconference are encouraged to provide the following information:

- a) Full Name;
- b) City of Residence;
- c) Subject or Agenda Item No.;
- d) Public Comment.

**5. In Person Attendance at City Hall Council Chambers**

Members of the public attending the City Council Meetings in person will be required to comply with the City of Downey's Emergency Order No. 2 – Non-Contact Temperature Screening and Face Coverings at City Facilities to help prevent the spread of COVID-19.

Prior to entering the building, attendees will be required to:

- 1) Participate in a non-contact temperature screening; and,
- 2) Wear a face covering at all times while inside city facilities.

Although public meetings will re-open for in person attendance, participants are encouraged to continue accessing the City Council meetings by utilizing the participation methods listed above, as there will be a limited number of attendees permitted, 10, in the building due to reduced seating capacity to maintain social distancing standards.

**For any questions contact the City Clerk's Office at (562) 904-7280.**



**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: OFFICE OF THE CITY MANAGER**  
**BY: VANIAH DE ROJAS, ASSISTANT TO THE CITY MANAGER**

**DATE: SEPTEMBER 22, 2020**

**SUBJECT: MASTER COOPERATIVE AGREEMENT WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

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**RECOMMENDATION**

That the City Council:

1. Approve the attached Master Cooperative Agreement with the Los Angeles Metropolitan Transportation Authority for the design, construction, operation and maintenance of a portion of the West Santa Ana Branch Transit Corridor project.
2. Authorize the City Manager to execute the agreement, subject to approval by the Los Angeles Metropolitan Transportation Authority Board at a later date.

**BACKGROUND**

The Los Angeles Metropolitan Transportation Authority (Metro) is preparing for the development of a new light rail transit line, the West Santa Ana Branch (WSAB) Transit Corridor project. The main goals of the WSAB Project are to: 1. Provide mobility improvements, 2. Support local and regional land-use plans and policies, 3. Minimize environmental impacts, 4. Ensure cost effectiveness and financial feasibility, and 5. Promote equity.

The 19-mile WSAB Transit Corridor project intends to connect southeast Los Angeles County to downtown Los Angeles, serving the cities and communities of downtown Los Angeles, unincorporated Florence-Graham, Vernon, Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Bellflower, Cerritos and Artesia. Additionally, in the City of Downey, a new park and ride station will be developed, The Gardendale Station. The Station is located within the Ports-owned, UPRR-operated San Pedro Subdivision right-of-way (ROW) which runs through the southwestern corner of Downey. The future station presents an opportunity to provide convenient access for future Los Angeles County employees traveling to the planned Rancho Los Amigos South Campus which is being developed to accommodate approximately 4,000 jobs. Attached is the current project map along with the four Local Preferred Alternative (LPA) options being considered by Metro.

The overall project area is home to 1.2 million residents and is a job center to approximately 584,000 employees. Projections show the resident population increasing to 1.5 million and jobs increasing to 670,000 by 2040. Population and employment densities are five times higher than the Los Angeles County average. This rail corridor is anticipated to serve commuters in a high



travel demand corridor by providing relief to the limited transportation systems currently available to these communities. In addition, the project is expected to provide a direct connection to Metro's Green and Blue lines.

The WSAB is being partially funded by Measure M. Per Measure M and Metro's Long Range Transportation Plan (LRTP) financial forecast, as amended, the project has a \$4 billion (B) (2015\$) allocation of funding (comprised of Measure M and other local, state, and federal sources). Measure M funding becomes available in two cycles:

- FY 2028 - \$1B
- FY 2041 - \$3B

The current project cost is estimated to be \$6.5-\$6.6 billion (in 2018\$), contingent upon further project design, coordination with freight railroad and the Ports on Right-of-Way (ROW), and development of First/Last Mile plans and costs.

Measure M indicates that an early project delivery may be made possible with a Public-Private Partnership (P3) delivery method. A P3 with a comprehensive delivery approach is being pursued as part of a strategy for accelerating a significantly increased project scope by 2028 in preparation of the 2028 Summer Olympics being held in Los Angeles.

Currently the WSAB Project is undergoing an Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) process to prepare the corridor for Light Rail Transit. The following is the current WSAB Project Schedule:

Draft EIS/R Release:	Early 2021
LPA Selection:	Mid 20221
First/Last Mile (FLM) Planning:	Following LPA Selection
P3 RFQ:	Following LPA Selection
Final EIR Certification:	Late 2021
Record of Decision (ROD):	Late 2021
P3 RFP:	Following Final EIR
Groundbreaking:	2023

## DISCUSSION

The construction of the WSAB Light Rail Project will require extensive review by the City. As such, a Master Cooperative Agreement (MCA) is needed between Metro and Corridor cities on how they will work together to deliver the WSAB Project before groundbreaking in 2023. The MCA establishes the:

- Process for cities to be paid for project-related work
- Basis to start construction of enabling works, which will expedite project construction and reduce construction risk
- Process to provide review and approval of design documents

Additionally, areas of the MCA address construction activities including:

- Project description
- Scope, phases and schedule
- Roles and responsibilities
- Contractual packages
- City facility rearrangements
- Betterments
- Reimbursements and credits
- Resolution of disputes
- Metro and P3 roles and responsibilities
- Definitions and interpretations

It is important to note that the MCA does not relieve Metro or its contractor from the requirements of submitting all plans, documents, and reports for review and comment before obtaining City approval prior to the start of any construction activity within the public right-of-way. Under this MCA, the City agrees to waive all permit fees, however, all costs incurred by City staff and its consultants for design review and permit coordination among others, would be reimbursed by Metro through a work plan authorization process specified in the MCA.

Metro staff met with City staff in April 2020 to review the MCA and discuss City concerns. The attached final MCA for the City Council's approval has been reviewed by the City Manager, City Attorney, Community Development Director/Deputy City Manager, Public Works Director/City Engineer, and the Assistant to the City Manager.

To ensure we keep the project timeline, cities are being asked to agree to the terms of the MCA by October 2020 in order to provide the Metro Board enough time to approve and execute the MCAs by December 2020.

## **CITY COUNCIL PRIORITIES**

Fiscal Responsibility  
Efficiency & Adaptability

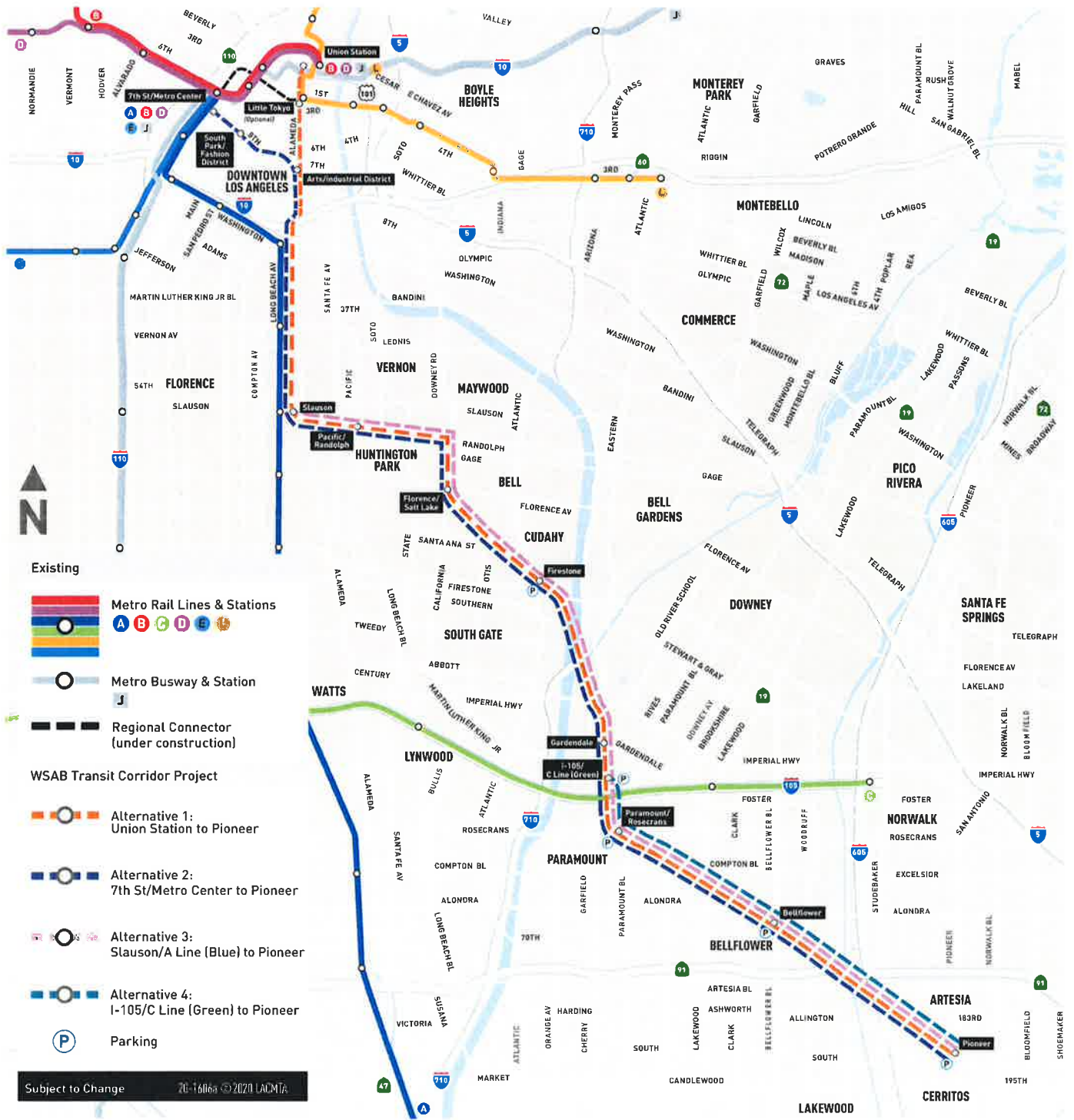
## **FISCAL IMPACT**

There is no financial impact associated with this action.

## **ATTACHMENTS**

Attachment A – WSAB Project Map  
Attachment B – Master Cooperative Agreement

# West Santa Ana Branch Transit Corridor Project Alternatives Overview



Northern endpoint for Alternative 1 would be located at the LA Union Station Forecourt or behind the Metropolitan Water District Building on the east side of LA Union Station.

**MASTER COOPERATIVE AGREEMENT FOR THE DESIGN,  
CONSTRUCTION AND OPERATION AND MAINTENANCE OF A  
PORTION OF THE WSAB PROJECT**

**BETWEEN**

**THE CITY OF DOWNEY**

**AND**

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**[INSERT DATE]**

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**EFFECTIVE DATE**

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This Agreement is entered into by and between the City of Downey (the "**City**"), and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

**RECITALS**

- (A) LACMTA proposes to develop and open a new light rail transit line known as the West Santa Ana Branch Transit Corridor Project (as more fully defined in Article 11 (Definitions and Interpretation), the "**WSAB Project**"). As at the date of this Agreement, the WSAB Project is undergoing an Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) process.
- (B) The WSAB Project will serve various cities and communities including the City and the City intends, by this Agreement, to facilitate the development and implementation of the WSAB Project and in particular the City Portion of the WSAB Project.
- (C) LACMTA and the City wish to enter into this Agreement in order to identify the rights and obligations between them in connection with the development and implementation of the WSAB Project.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

**ARTICLE 1. SCOPE AND DURATION**

**1.1 Scope of Agreement**

- (a) The City has acknowledged the WSAB Project as a high priority public works project to provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the City relating to the WSAB Project and/or this Agreement.
- (b) The Parties have entered into this Agreement to:
  - (i) acknowledge the intended scope, schedule and site for the WSAB Project as set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule) and EXHIBIT 3 (Project Site) respectively; and
  - (ii) define the applicable procedures, manage the interfaces and regulate the roles and responsibilities and allocation of costs between LACMTA and the City, in respect of the design, construction, operation and maintenance of the WSAB Project as it relates to the City Portion and any Rearrangements.
- (c) LACMTA may procure the design, construction, operation and maintenance of the WSAB Project, including the City Portion, under multiple procurements and contract packages and may self-perform parts of the design, construction, operation and maintenance of the WSAB Project, including the City Portion. As at the date of this Agreement, LACMTA contemplates:
  - (i) procuring the performance of the Enabling Works by one or more LACMTA Contractors under one or more contractual packages;
  - (ii) procuring the P3 Project Scope by a LACMTA Contractor under a design, build, finance, operate and maintain agreement; and
  - (iii) retaining responsibility for performance by LACMTA or LACMTA Contractors of the LACMTA Retained Scope.
- (d) The City acknowledges and agrees that LACMTA may: (i) engage the LACMTA Contractor(s) to carry out Design, Construction, operation and/or maintenance work with respect to the City Portion including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the LACMTA Contractor to comply with certain of LACMTA's obligations under this Agreement

provided that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and in accordance with Section 10.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward, any LACMTA Contractor.

- (e) The City acknowledges and agrees that LACMTA may change the contracting and procurement strategy and plan for the WSAB Project, including the City Portion, described in Section 1.1(c) (Scope of Agreement) in its sole discretion. The City further acknowledges that as at the date of this Agreement, the WSAB Project is in the Planning and Procurement Phase and LACMTA may elect: (i) not to proceed with the WSAB Project; or (ii) to amend the scope of the WSAB Project, each in its sole discretion.
- (f) LACMTA shall promptly notify the City of any changes to its contracting and procurement strategy or to the scope of the WSAB Project that has or is reasonably likely to have an impact on the scope, schedule or roles and responsibilities for the City Portion or the provisions and procedures set out under this Agreement. The Parties shall use good faith efforts to agree any amendments or supplements to this Agreement necessary to be made as a result of any such change notified by LACMTA to the City.

## 1.2 Duration of Agreement

This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the first day on which passenger service on the WSAB Project commences, unless terminated earlier in accordance with the provisions of this Agreement or extended in accordance with Article 6 (Operation and Maintenance) (the "Term").

## ARTICLE 2. GENERAL OBLIGATIONS

### 2.1 Governance

- (a) The roles and responsibilities of the City and LACMTA are set out in EXHIBIT 4 (Roles and Responsibilities).
- (b) The City and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the "**City Representative**" and "**LACMTA Representative**", respectively). EXHIBIT 4 (Roles and Responsibilities) provides initial designations. Either Party may change its designated representative by providing five Business Days' prior Notice to the other Party.
- (c) LACMTA may establish Working Groups in relation to the WSAB Project or particular aspects of the WSAB Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the WSAB Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the WSAB Project. On LACMTA's written request, the City shall ensure the attendance ((in person or via videoconference or teleconference) of the City Representative (or a delegate) at any Working Group meeting held with respect to the City Portion during normal business hours and upon reasonable notice. Any Working Group meeting attended by the City Representative (or a delegate) is consultative and advisory only and nothing which occurs during any such Working Group meeting and no information that is presented during any such Working Group meeting will:
  - (i) affect the rights or obligations of either Party under this Agreement;
  - (ii) entitle a Party to make any claim against the other;
  - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;

- (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or
- (v) be construed as a direction by a Party to do or not do anything.

## 2.2 Annual Work Plan

- (a) LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each LACMTA Fiscal Year during the Term, in accordance with the following provisions:
  - (i) not later than February 28 of each LACMTA Fiscal Year during the Term (or in the case of the first partial LACMTA Fiscal Year during the Term, no later than 30 days after the date of this Agreement), LACMTA shall provide the City with information with respect to anticipated Work Orders, including a list of each item of work or scope of activities or services that LACMTA anticipates to request or require from the City during the upcoming LACMTA Fiscal Year, and the estimated start and finish dates for the item of work or scope of activities or services that LACMTA anticipates to request or require from the City;
  - (ii) within 30 days after the City's receipt of the required information from LACMTA pursuant to Section 2.2(a)(i) (Annual Work Plan), the City shall submit a preliminary annual work plan to LACMTA for the next LACMTA Fiscal Year, which will include an estimate of the Costs under the anticipated Work Orders for which the City shall require reimbursement;
  - (iii) promptly and in any event within ten Business Days after LACMTA receives the preliminary annual work plan from the City pursuant to Section 2.2(a)(ii) (Annual Work Plan), the City and LACMTA will meet to review the preliminary work plan and negotiate in good faith such issues as are necessary in order to finalize and agree the annual work plan for the next LACMTA Fiscal Year; and
  - (iv) not later than April 30 of the then current LACMTA Fiscal Year, LACMTA shall notify the City of the agreed annual work plan for the next LACMTA Fiscal Year (each such agreed annual work plan, an "**Annual Work Plan**").
- (b) Section 2.3(e) (Work Orders) shall apply notwithstanding that the Parties may agree an Annual Work Plan setting out the schedule of anticipated Work Orders.

## 2.3 Work Orders

- (a) If the City is required to perform work and/or provide support and/or services under the provisions of this Agreement or LACMTA requests that the City perform work and/or provide support and/or services under the provisions of this Agreement, the City shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to that scope of work.
- (b) Upon LACMTA's approval of a Form 60 submitted to it by the City with respect to a scope of work under Section 2.3(a) (Work Orders), LACMTA will issue a Work Order to the City for such scope of work.
- (c) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.
- (d) The City shall accept a Work Order issued in accordance with the provisions of this Agreement promptly and without delay (and in any case within ten days of issuance by LACMTA) by counter-signing the Work Order or otherwise by written acceptance by the City Representative, followed by commencement of the work under the Work Order.



- (e) The City shall not be authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with a Rearrangement or the City Portion or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.
- (f) Except in the case of a change required due to an emergency (which notification may be given orally before being confirmed in writing within one Business Day), the City may submit proposed changes to a Work Order in writing to LACMTA for approval, such approval to not be unreasonably withheld or delayed.
- (g) LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (h) The City shall promptly notify LACMTA if at any time it anticipates:
  - (i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;
  - (ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or
  - (iii) that the estimated finishing date will be later than the date stated in the Work Order,and shall request an amendment to such Work Order pursuant to Section 2.3(f) (Work Orders).

#### 2.4 Project Schedule

- (a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement in order for LACMTA to achieve the Project Schedule and to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders.
- (b) If the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the WSAB Project, the City must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay. The City shall pay such costs to LACMTA within 90 days of receiving an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from the City to LACMTA pursuant to this Section 2.4(b) from payment(s) due to the City.
- (c) Without limiting any other rights under this Section 2.4, if: (i) the City fails to carry out any work for which it is responsible under the provisions of this Agreement in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order; or (ii) LACMTA reasonably determines that the City will be unable to timely complete such work, LACMTA may by Notice to the City suspend the affected element of the City's work and LACMTA may perform the remaining work. If LACMTA takes over work in accordance with this Section 2.4(c), the City shall cooperate and assist LACMTA in accordance with the provisions of this Agreement.
- (d) To the extent a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the terms of the applicable Work Order.

2.5 **Permits**

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing the City Portion.
- (b) Without prejudice to Section 2.5(a) (Permits):
  - (i) the City will issue a blanket Permit Notification to cover the City Portion;
  - (ii) for those permits and fees set out in the Permit Notification, the City will not exercise or otherwise attempt to assert permitting authority over, and will not require the payment of fees or the posting of bonds for or insurance by LACMTA or any LACMTA Contractor for, any work contemplated in the City Portion or otherwise under the provisions of this Agreement;
  - (iii) any processing procedures or timelines specified in the Permit Notification will be aligned with the procedures and timelines specified in this Agreement and will otherwise be streamlined as necessary to assist in the timely delivery of the City Portion in accordance with the Project Schedule; and
  - (iv) except for Cost reimbursement expressly provided under a Work Order, the City waives the payment of any permit Costs for permits identified in the Permit Notification.
- (c) To the extent any conflicts exist or arise between the provisions of the Permit Notification and the provisions of this Agreement, the provisions of this Agreement shall govern.
- (d) If requested by LACMTA, the City will provide reasonable assistance to LACMTA and the LACMTA Contractors in relation to any application by LACMTA or a LACMTA Contractor for a Governmental Approval or other Governmental Entity or third party approval relating to or arising from, the design, construction, operation or maintenance of the City Portion.
- (e) Without prejudice to the generality of Section 2.5(d) (Permits), the City acknowledges and agrees that unless otherwise agreed between LACMTA and the City, LACMTA may prepare, subject to concurrence by the City (which concurrence may not be unreasonably delayed or withheld), plans and applications for the establishment of street and pedestrian crossings with LACMTA's rail transit tracks, their subsequent maintenance or alteration and their operation, for submission to the CPUC. To the extent required by Applicable Law, the state fire marshal and the City fire department shall review such plans and specifications and perform inspections as needed throughout the Construction of the City Portion.

2.6 **Coordination of work**

- (a) The City will promptly notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will coordinate the design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion including by:
  - (i) complying with the provisions of this Section 2.6 and LACMTA's standard procedures for Adjacent Works;
  - (ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
  - (iii) if LACMTA reasonably determines and notifies the City that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion, suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable).

- (b) The City will, and will ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work is obligated under contract and/or a permit process to:
  - (i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:
    - (A) attending interface definition and coordination meetings upon reasonable request; and
    - (B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;
  - (ii) perform the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the City Portion or any other part of the WSAB Project;
  - (iii) comply with LACMTA's or the relevant LACMTA Contractor's site access, track allocation/work permit procedures and work health and safety policies and procedures; and
  - (iv) promptly advise LACMTA of all matters arising out of the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) that may interfere with, disrupt, delay or otherwise have an adverse effect upon the City Portion or any other part of the WSAB Project.

## 2.7 Franchise Rights

- (a) After receipt of a written request from LACMTA for the City to exercise its franchise rights with respect to a utility whose facilities conflict with the City Portion, the City will:
  - (i) within ten days of receipt of such written request, coordinate with LACMTA to send written notice to the applicable utility owner instructing it to relocate or remove the conflicting utility at that utility owner's expense pursuant to the City's franchise rights;
  - (ii) within the time periods required under the applicable local, state and/or federal government codes, send all such notices as are required to be submitted for each of the processing steps required by local, state, and federal government codes in order for the City to exercise its franchise rights with respect to that conflicting utility (including, at a minimum, a utility claim letter, record of investigations, draft utility agreements and/or utility certifications); and
  - (iii) undertake subsequent enforcement actions to enforce its franchise rights with respect to that conflicting utility in the event no action is taken by the applicable utility owner in response to a notice issued under Section 2.7(a) (Franchise Rights).
- (b) LACMTA and the City shall co-operate and coordinate in executing the necessary documents for each step set out in Section 2.7(a) (Franchise Rights).
- (c) Following the exercise of the City's franchise rights with respect to a conflicting utility pursuant to Section 2.7(a) (Franchise Rights), the City will coordinate the design and performance of the utility relocation or removal work performed by the utility owner with LACMTA so that such utility relocation or removal work shall not interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion including by:
  - (i) delivering copies of all designs and plans for the utility relocation or removal work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the utility relocation or removal work and to approve the final designs and plans for the utility relocation or removal work; and

- (ii) otherwise complying with Section 2.6 (Coordination of work) with respect to the coordination of the utility relocation or removal work.
- (d) LACMTA's approval of a utility owner's design under Section 2.7(c)(i) (Franchise Rights) will not relieve the relevant utility owner or its contractors from professional liability (errors and omissions) as the design engineer of record for any utility relocation or removal work performed by the utility owner or its contractors.

## 2.8 Governmental and Lender Requirements

If the WSAB Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or financial institutions providing grants, funding or financing, the Parties will comply with the terms and conditions set out in EXHIBIT 11 (Governmental and Lender Requirements) and any additional prescribed governmental and lender requirements set out in a Work Order or otherwise under the applicable grant, funding or financing agreements notified to the City.

## 2.9 Access

If, prior to LACMTA's scheduled date of commencement of Construction work in a part of the City Portion, any Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that part of the City Portion in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

## 2.10 Discretions

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

# ARTICLE 3. DESIGN

## 3.1 Design Responsibilities

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 3.1(b) (Design Responsibilities), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those works in accordance with the provisions of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (b) LACMTA may request and authorize the City to perform Design work and/or provide support services with respect to the Design of a Rearrangement pursuant to the procedures set out under Section 2.3 (Work Orders). The City shall diligently perform and shall ensure that any City Contractor diligently performs, such Design-related activities in accordance with the provisions of the applicable Work Order and this Agreement. The City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor.

## 3.2 Design Requirements

The Designs of the Rearrangements shall comply with the requirements set out in EXHIBIT 5 (Design Requirements).

**3.3 Design Review Procedure**

- (a) LACMTA will submit, and will require that the LACMTA Contractors submit, the Designs for any Rearrangements to the City for review in accordance with the procedures set out in EXHIBIT 6 (LACMTA Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.
- (b) The City will carry out the review and approval of the Designs for the Rearrangements in accordance with the procedures and the review periods set out in EXHIBIT 6 (LACMTA Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.
- (c) LACMTA shall be exempt from submitting any Design for Construction work within the City Rights-of-Way to the City for City's review and approval where:
  - (i) LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA owns and maintains the structure or physical element; or
  - (ii) the work is related to utility trenching and shoring within OSHA guidelines and the relevant LACMTA Contractor is OSHA certified.

**3.4 Design Development**

The Parties acknowledge and agree that:

- (a) the Basis of Design will establish the detailed scope, limits of work, specifications and requirements applicable to the Designs for any Rearrangements; and
- (b) the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and:
  - (i) with respect to the Design for any Rearrangements that are part of the Enabling Works, LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design; and
  - (ii) with respect to the Design for any Rearrangements that are part of the P3 Project Scope, the P3 Developer will have responsibility for defining the Packages as part of its design management plan for the P3 Project Scope.

**3.5 City Standards**

- (a) The City agrees that it shall not adopt any new City Standards or otherwise amend or supplement any existing City Standards, for the sole or primary purpose of affecting the WSAB Project.
- (b) The City shall promptly (and in any case within ten Business Days of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.
- (c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement shall be considered a "Betterment" for the purposes of this Agreement.

**3.6 Changes to Design**

- (a) If LACMTA wishes to amend the Final Design for a Rearrangement for which it is responsible prior to completion of Construction of that Rearrangement, it must submit the amended Design Documentation to the City and EXHIBIT 6 (LACMTA Submittal Review Procedure) will apply as if the Design Documentation is for the Final Design.

- (b) LACMTA may use or may allow the relevant LACMTA Contractor to use, the amended Final Design for Construction prior to approval by the City if and only if the amendment to the Final Design is: (i) minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the Final Design was initially approved.

#### ARTICLE 4. CONSTRUCTION

##### 4.1 Construction Responsibilities

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 4.1(b) (Construction Responsibilities), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.
- (b) LACMTA may request and authorize the City to perform Construction work with respect to a Rearrangement and/or provide Construction support services pursuant to the procedures set out under Section 2.3 (Work Orders). The City shall diligently perform and shall ensure that any City Contractor diligently performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

##### 4.2 Construction Requirements

The Construction of the Rearrangements and any other Construction work performed in the City Rights-of-Way in connection with the WSAB Project shall comply with the requirements set out in EXHIBIT 7 (Construction Requirements).

##### 4.3 Rights-of-Way

- (a) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during the Design Phase and, if needed, may be acquired by LACMTA or the City following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the City Facilities being replaced are located in a public right-of-way, a Rearrangement shall be located in existing public rights-of-way. The required rights-of-way shall be acquired so as not to impair the Project Schedule. If the City cannot acquire necessary private rights-of-way without out-of-pocket expense to itself, such private rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided.
- (b) Upon reasonable request by LACMTA, the City shall provide all such reasonable assistance as may be required for LACMTA to obtain the right-of-way necessary to construct the City Portion. Without prejudice to the generality of the foregoing, the City shall consider requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any street crossings, slivers, surface easements and temporary construction easements that may be required for Construction and/or operation of the WSAB Project without requiring LACMTA to go through the appraisal, negotiations, offer, closing and transfer process. LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the City Representative who shall process them through the required departments for execution and return them to LACMTA within 90 days after receipt, but in any event in accordance with the Project Schedule.
- (c) The City agrees and acknowledges that this Agreement satisfies any LACMTA obligations to the City and otherwise relating to the certification of rights-of-way, and that the City shall cooperate with LACMTA, and assist LACMTA, with any right-of-way certification processes involving other entities or agencies.

- (d) If, following a Rearrangement, a City Facility is located within the Project Right-of-Way, LACMTA shall provide the City with a license, in a form reasonably acceptable to the City, to operate, maintain, and/or remove such City Facility.

#### 4.4 Inspection and Acceptance

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in EXHIBIT 8 (Inspection and Acceptance Procedure).

### ARTICLE 5. BETTERMENTS

- 5.1 The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed Potential Notice of Betterment Form for LACMTA's review and approval. In addition:
  - (a) any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Potential Notice of Betterment Form and submitted for LACMTA's review and approval; and
  - (b) if a City comment to a LACMTA Submittal constitutes a Betterment, LACMTA will notify the City and within 10 days of delivery of that notice, the City will: (i) withdraw the relevant comment; or (ii) submit a request for the applicable Betterment by submitting a completed Potential Notice of Betterment Form for LACMTA's review and approval. If the City fails to respond within 10 days of a notice delivered by LACMTA under this Section 5.1(b), the comment will be deemed to be withdrawn provided that such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent Potential Notice of Betterment under this Section 5.1.
- 5.2 Subject to Section 5.1(b) (Betterments), the City shall submit any Potential Notice of Betterment Forms to LACMTA promptly after identifying a potential Betterment and in any event shall, unless otherwise agreed by LACMTA, deliver all Potential Notice of Betterment Forms to LACMTA prior to the establishment of the Basis of Design for the P3 Project Scope.
- 5.3 No Betterment shall be constructed and LACMTA shall have the right to refuse and withhold approval for any Betterment, that:
  - (a) is incompatible with the WSAB Project;
  - (b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
  - (c) is requested after the establishment of the Basis of Design for the P3 Project Scope.
- 5.4 If LACMTA approves a Betterment (with or without changes negotiated and agreed by LACMTA and the City):
  - (a) the LACMTA Representative shall counter-sign the Potential Notice of Betterment Form (updated to include any changes negotiated and agreed by LACMTA and the City); and
  - (b) the City will be responsible for the cost of the Betterment.
- 5.5 LACMTA shall not be responsible for the cost of any Betterment. Such cost will be paid to LACMTA or credited to LACMTA in accordance with Section 7.2 (Reimbursement and Credits to LACMTA).

**ARTICLE 6. OPERATION AND MAINTENANCE**

- 6.1 LACMTA may, at any time during the original Term, issue to the City a request to extend the Term to include the Operation and Maintenance Phase or to enter into a new master cooperative agreement with respect to the Operation and Maintenance Phase.
- 6.2 Following issuance of a request by LACMTA under Section 6.1 (Operation and Maintenance), the Parties shall use good faith efforts to agree an amendment or supplement to this Agreement or to agree a new master cooperative agreement to address the Parties respective obligations during the operation and maintenance of the WSAB Project and the procedures and cost reimbursement principles that shall apply to the coordination and performance of their respective obligations during the operation and maintenance of the WSAB Project.
- 6.3 The Parties agree that any amendment or supplement to this Agreement or any new agreement entered into in accordance with Section 6.2 (Operation and Maintenance) shall be on terms that are substantially consistent with:
- (a) the provisions set out in this Agreement (to the extent applicable and subject to any necessary amendments to reflect the different phase of the WSAB Project); and
  - (b) the agreed operation and maintenance principles set out in EXHIBIT 9 (Operation and Maintenance Principles).
- 6.4 Any amendment, or supplement or new agreement agreed by the Parties in accordance with Section 6.2 (Operation and Maintenance) shall be finalized and documented in accordance with Section 10.7 (Amendments).

**ARTICLE 7. REIMBURSEMENT AND CREDITS**

**7.1 Reimbursements to the City**

- (a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 7.1 and the provisions of the applicable Work Order.
- (b) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred in Abandoning such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.
- (c) LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any "**hazardous substance**" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions.
- (d) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City under a Work Order:
  - (i) the City shall commence its monthly billing within no more than 60 days, following the commencement of work under a specific Work Order and shall bill monthly thereafter following the City's standard billing procedures;
  - (ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including City Contractor invoices, and other data, to LACMTA upon request;



- (iii) each billing statement shall: (A) be noted as either "progress" or "final,"; (B) be addressed to the LACMTA Representative; (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under this Article 7;
  - (iv) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 60 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and
  - (v) after the expiration of the 60 day period described in Section 7.1(d)(iv) (Reimbursements to the City), LACMTA may notify the City in writing that the 60 day closing billing period has expired, and upon the City's receipt of such Notice from LACMTA, the City shall have 30 days to submit its final invoice. If the City fails to submit an invoice within such 30 day period, then LACMTA shall have no further obligation for payment to the City with regard to any amounts due or payable under the applicable closed out Work Order.
- (e) On completion of the Construction of the City Portion, LACMTA will issue a Notice of closeout to the City. Within 90 days of receiving such Notice, the City must issue invoices to LACMTA for all outstanding work. If the City fails to submit an invoice not previously submitted within such 90 day period, then LACMTA shall have no further obligation for payment to the City with regard to any amounts due or payable under the applicable invoice.

## 7.2 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit, or payment for:
  - (i) salvage for items recovered from existing City Facilities that the City intends to re-use in the performance of Construction work performed under the provisions of this Agreement where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for the City's use;
  - (ii) Betterments upon acceptance of physical work where:
    - (A) the amount of the Betterment payment shall be based upon the estimated cost of the Replacement Facility less the estimated cost of the Conflicting Facility; and
    - (B) the amount of a Betterment credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by the City and agreed to by LACMTA under a Potential Notice of Betterment Form; and
  - (iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period that the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made, where:
    - (A) the "**Expired Service Life Value**" shall be equal to the depreciated value of the Conflicting Facility, which value is calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility; and

- (B) the Expired Service Life Value shall be calculated in accordance with Section 7.2(a)(iii)(A) (Reimbursements and Credits to LACMTA) prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.
- (b) LACMTA shall receive:
- (i) a credit (reflected on the applicable invoice(s) submitted by the City) for salvage, Betterments, and Expired Service Life Value of the City Facilities against work performed by the City, where the City performs the work under a Work Order; and
  - (ii) payment from the City for salvage, costs of Betterments, and Expired Service Life Value of the City Facilities where LACMTA performs the work invoiced and paid in accordance with this Article 7.
- (c) The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data. In addition, LACMTA and the City may conduct an inspection survey of a Conflicting Facility during the Design Development process. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 2.3 (Work Orders).
- (d) Where LACMTA is due a payment under this Article 7:
- (i) LACMTA shall commence its monthly billing within no more than 60 days, following the commencement of the applicable work and shall bill monthly thereafter following LACMTA's standard billing procedures;
  - (ii) LACMTA shall provide supporting documents to demonstrate the costs incurred by LACMTA, including LACMTA Contractor invoices, and other data, to the City upon request;
  - (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid;
  - (iv) the final billing, with a notation that all applicable work has been performed, shall be submitted to the City within 60 days after completion of the applicable work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid; and
  - (v) after the expiration of the 60 day period described in Section 7.1(d)(iv) (Reimbursements and Credits to LACMTA), the City may notify LACMTA in writing that the 60 day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 days to its submit final invoice. If LACMTA fails to submit an invoice within such 30 day period, then the City shall have no further obligation for payment to LACMTA with regard to any amounts due or payable under the applicable work.

### 7.3 Payment of Billings

Payment of each invoice properly submitted pursuant to Section 7.1 (Reimbursements to the City) or 7.2 (Reimbursements and Credits to LACMTA) shall be due within 40 Business Days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed; and (c) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if

the City has not posted such credits within 40 Business Days after submittal of requests for the same by LACMTA.

## ARTICLE 8. INDEMNITY, WARRANTIES AND INSURANCE

### 8.1 Indemnity

- (a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.
- (b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Section 8.1(a) (Indemnity). The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.

### 8.2 Warranty

- (a) In lieu of providing a bond, LACMTA warrants that any work affecting the structural stability of City Rights-of-Way shall be free from defect for a period of two years following City acceptance. Pursuant to this warranty and for the warranty period only, LACMTA, at its sole expense, shall remedy any damage to City Rights-of-Way to the extent caused by a failure of such structural support installed by LACMTA.
- (b) Solely with respect to Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other for a period of one year from and after acceptance of the work that any work performed by them shall be free from defect. Subject to Section 8.2(a) (Warranty), the limited warranty given under this Section 8.2(b) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.
- (c) In connection with Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by the LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.

### 8.3 Insurance

- (a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:
  - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City and LACMTA as additional insureds; and
  - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers'

compensation/employer's liability; \$1,000,000 (CSL) in auto liability; and \$1,000,000 in professional liability.

- (b) Each Party must:
- (i) give the other Party 20 days' Notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.3;
  - (ii) give the other Party 20 days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or City Contractor (as applicable) under this Section 8.3; and
  - (iii) notify the other Party within five days if it receives a Notice from a LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 8.3.

## ARTICLE 9. RESOLUTION OF DISPUTES

### 9.1 Attempt to Resolve

In the event of dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), the Parties shall make good faith efforts to resolve the Dispute through negotiation.

### 9.2 Arbitration – No Work Stoppage

- (a) If the Parties are unable to resolve a Dispute pursuant to Section 9.1 (Attempt to Resolve), either Party may serve the other Party a demand for arbitration. Within 15 Business Days (or such longer period as agreed by the Parties) of receipt of such demand, the Parties shall agree on a sole arbitrator. If the Parties are unable to agree to the appointment of a sole arbitrator within the 15 Business Days (or any longer period as may be agreed), each Party shall select an arbitrator and those arbitrators shall select a qualified neutral third party to arbitrate with regard to the Dispute ("**Neutral Arbitrator**") to form a three-person panel. If either Party fails to designate its arbitrator within 15 Business Days (or longer period as agreed) of delivery of the demand or if the two designated arbitrators are unable to select the Neutral Arbitrator within five days of their appointment, a Neutral Arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure, who shall hear the matter as the sole arbitrator.
- (b) The Parties acknowledge that Section 1283.05 of the California Code of Civil Procedure is applicable to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator in accordance with Section 9.2(a) (Arbitration – No Work Stoppage). The arbitrator's award shall follow promptly the hearing's conclusion, shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of an award that does not comply with such requirements shall be deemed to be in excess of the arbitrator's power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

### 9.3 Arbitration – Work Stoppage

- (a) In the event of a Dispute, neither Party is permitted to stop work, except: (i) for reasons of public health or safety; or (ii) where work is prevented from continuing pending resolution of the Dispute. In the event that work is stopped, the provisions of this Section 9.3 shall apply. Upon stoppage of work, either Party may serve the other Party a demand for arbitration. A Neutral Arbitrator who is able to hear the Dispute and render a decision within five days after being selected shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.
- (b) Notwithstanding Sections 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the Neutral Arbitrator may not

postpone nor adjourn the hearing except upon the agreement of the Parties. The arbitration may proceed in the absence of a Party who, after due Notice, fails to appear. In addition to all other issues, the Neutral Arbitrator shall also determine whether it was absolutely necessary to stop and await resolution of the Dispute in order to continue the work. If it is determined that the work stoppage was not necessary, the Party that did not stop the work shall be entitled to damages (as determined by the Neutral Arbitrator) arising out of such work stoppage. Section 9.2(b) (Arbitration – No Work Stoppage) shall also apply.

**9.4 Impartiality of Arbitrator**

Any person who has any material financial or personal interest in the results of the arbitration shall be prohibited from acting as Neutral Arbitrator. Failure to disclose any such interest or relation shall be grounds for vacating an award handed down under Section 9.2 (Arbitration – No Work Stoppage) or 9.3 (Arbitration – Work Stoppage).

**9.5 Compensation of the Arbitrator**

Each Party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the Neutral Arbitrator shall be paid in accordance with the provisions of Section 1284.2 of the California Code of Civil Procedure.

**9.6 Other Provisions**

An arbitrator or panel appointed under this Article 9 shall have only the authority to issue a non-binding award to resolve the dispute of the Parties. Except as otherwise expressly provided in this Agreement, any arbitration under this Article 9 shall be governed by the California Arbitration Act.

**9.7 Incorporation of Subcontracts**

The City must ensure that any contract entered into in connection with performance of the work under this Agreement includes provisions equivalent to this Article 9.

**ARTICLE 10. MISCELLANEOUS**

**10.1 Force Majeure**

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the Affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, the City agrees, if requested by LACMTA pursuant to Section 2.3 (Work Orders), and if deemed possible and feasible by the City (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse the City for the incremental actual costs of such acceleration.

**10.2 Existing Agreements**

This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the City and LACMTA or to which LACMTA has become or does become a successor either by assignment or by operation of law.

10.3 **Audit and Inspection; Maintenance of Records**

- (a) **Audit and Inspection.** For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the City Standards at all times during normal business hours, without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree such adjustment. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 10.3(a).
- (b) **Maintenance of Records.** The City shall (and shall ensure that any City Contractor will) keep and maintain its books, records, and documents related to performance of the work under this Agreement (including all Costs incurred) for three years after the end of the Term; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

10.4 **Notices**

- (a) Each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

**To the City:**

Gilbert A. Livas, City Manager  
City of Downey  
11111 Brookshire Avenue  
Downey, CA 90241

With a copy to:

Yvette M. Abich Garcia, City Attorney  
City of Downey  
11111 Brookshire Avenue  
Downey, CA 90241

With a copy to:

Director of Public Works/ City Engineer,  
City of Downey  
11111 Brookshire Avenue  
Downey, CA 90241

**To LACMTA:**

Mr. Richard Clarke, Chief Program Manager  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 16th Floor  
Los Angeles, California 90012  
Facsimile No.: (213) 922-7382

Attn: Eduardo Cervantes or John Koo, Third Party Administration

With a copy to:

Deputy Executive Officer, Project Management  
Engineering and Construction Division  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: \_\_\_\_\_

With a copy to:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 24th Floor  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: \_\_\_\_\_, Deputy County Counsel

With a copy to:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 22nd Floor – Real Estate  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: John Potts, Executive Officer, Metro Real Estate

- (b) Any Notice sent personally will be deemed delivered upon receipt, and any notice sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 10.4(a) (Notices)). All Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the first Business Day following delivery.

**10.5 Assignment; Successors and Assigns**

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of LACMTA and the City and their respective successors and permitted assigns.

**10.6 Waiver**

- (a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.
- (b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the terms of such waivers).

**10.7 Amendments**

This Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

10.8 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and the City for default in performance of this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

10.9 **Severability**

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

10.10 **Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.11 **Limitation on Third Party Beneficiaries**

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a party to this Agreement.

10.12 **Survival**

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

**ARTICLE 11. DEFINITIONS AND INTERPRETATION**

11.1 **Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

**"Abandon"** means the permanent termination of service, or the removal of an existing City Facility or portion of it.

**"Adjacent Work"** means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within, or within 100 feet of, the Project Site; or the performance of which is otherwise reasonably likely to conflict with the design, construction, operation or maintenance of the City Portion; and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

**"Advanced Conceptual Engineering"** means the phase of the Design process that advances the project scope from a conceptual state to a level of schematic design that describes the project technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

**"Agreement"** means this agreement and any schedules, exhibits, attachments and annexures to it.

**"Annual Work Plan"** means an annual work plan prepared and agreed by LACMTA and the City in accordance with Section 2.2 (Annual Work Plan).



**"Applicable Law"** means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City Portion, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

**"Basis of Design"** means:

- (a) for those Rearrangements that are identified by LACMTA as being part of the Enabling Works (either under the provisions of this Agreement or by a notice delivered under Section 1.1(f) (Scope of Agreement)), the approval (or deemed approval) by the City under the provisions of this Agreement of the 60% Design Documentation for those Rearrangements; and
- (b) for those Rearrangements that are identified by LACMTA as being part of the P3 Project Scope (either under the provisions of this Agreement or by a notice delivered under Section 1.1(f) (Scope of Agreement)), the scope, specifications and requirements (including the requirements of the final EIR/EIS) that form the basis of the request for proposal issued by LACMTA for the P3 Project Scope.

**"Betterment"** means work performed in connection with any Rearrangement or as part of a Rearrangement:

- (a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Rearrangement; or
- (b) for which the City Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement,

provided that the term "Betterment" shall exclude:

- (i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the WSAB Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable City Standards and ordinances as set out in EXHIBIT 5 (Design Requirements) and any changes or additions to those City Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by the City in breach of Section 3.5(a) (City Standards);
- (iii) measures to mitigate environmental impacts identified in the WSAB Project's Final Environmental Impact Report or Statement and any supplemental environmental reports for the WSAB Project;
- (iv) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and
- (v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design.

**"Business Day"** means any day that is not a Saturday, a Sunday, or a federal public holiday.

**"City"** is defined in the Preamble. "City" shall also refer to any City owned or operated **"water"** and/or **"power"** departments.

**"City Construction Work"** means any Construction work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Contractor"** means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site but excluding LACMTA and the LACMTA Contractors.

**"City Design Work"** means any Design work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Facility"** means real or personal property located within or near the City Portion, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian/utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbour facilities are not included in this definition.

**"City Maintenance Work"** means any maintenance work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order or under the terms of this Agreement.

**"City Municipal Code"** means the Downey Municipal Code.

**"City Portion"** means that portion of the WSAB Project that will pass in, on, under, over or along public streets, highways, bridges, parks and other public right-of-way of the City, as shown in Part B of EXHIBIT 3 (Project Site).

**"City Representative"** is defined in Section 2.1(b) (Governance).

**"City Rights-of-Way"** means the public streets, highways, bridges, parks and other public right-of-way of the City as further defined in Section 7100.24 of the City Municipal Code.

**"City Standards"** means the City's design standards and ordinances specified in EXHIBIT 5 (Design Requirements) which govern the design of all Rearrangements.

**"Compliance Comment"** means a comment on, objection to or the withholding of approval to a LACMTA Submittal on the basis of one or more of the following:

- (a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) has not provided all content or information required with respect to the LACMTA Submittal.

**"Conflicting Facility"** means an existing City Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain the WSAB Project.

**"Construction"** means all construction activities related to the City Portion that are necessary to complete and operate and maintain the WSAB Project including the removal, demolition, replacement, restoration, alteration or realignment of existing facilities and the procurement, installation, inspection, and testing of new facilities including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

**"Construction Phase"** means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

**"Construction Staging Plan"** has the meaning given in EXHIBIT 7 (Construction Requirements).

**"Cost"** means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired in accordance with the provisions of this Agreement, less (in respect of the City) credits to LACMTA as provided in Article 7 (Reimbursement and Credits) where:

- (a) eligible direct costs includes allowable direct labor costs, materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts; and
- (c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement.

**"CPUC"** means the California Public Utilities Commission.

**"days"** means, unless otherwise stated and whether or not capitalized, calendar days.

**"Design"** means all activities related to the design, redesign, engineering or architecture of any Construction work.

**"Design Development"** means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third party interfaces that are intended to form the basis for the Final Design.

**"Design Documentation"** means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the design of the Rearrangements.

**"Design Phase"** means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

**"Dispute"** is defined in Article 9 (Resolution of Disputes).

**"Effective Date"** means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

**"EIR/EIS"** means the Environmental Impact Report/Environmental Impact Statement for the WSAB Project completed pursuant to the California Environmental Quality Act and National Environmental Policy Act.

**"Enabling Works"** means those elements of the WSAB Project scope that LACMTA intends to procure under separate contract package(s) to the P3 Project Scope, as described in Part B of EXHIBIT 1 (Project Description).

**"Engineer of Record"** means the individual, firm or entity that performs the Design, that imprints the engineer's/architect's seal on the drawings, and is responsible and liable for the Final Design.

**"Expired Service Life Value"** is defined in Section 7.2(a)(iii)(A) (Reimbursements and Credits to LACMTA).

**"Final Design"** means the phase of the Design process which provides the detailed design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments and finalizes all engineering, architectural and systems designs necessary for Construction. It ends with an approved-for-construction plan status and with the Design being signed and sealed by the 'Engineer of Record'.

**"Force Majeure Event"** means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;
- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

**"Form 60"** means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of EXHIBIT 10 (Forms).

**"Governmental Approval"** means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City Portion or any other work to be performed under the provisions of this Agreement.

**"Governmental Entity"** means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA and the City.

**"LACMTA"** is defined in the Preamble.

**"LACMTA Contract"** means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

**"LACMTA Contractor"** means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City Portion, any Rearrangement or otherwise contemplated under the provisions of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

**"LACMTA Fiscal Year"** means each one year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

**"LACMTA Representative"** is defined in Section 2.1(b) (Governance).

**"LACMTA Retained Scope"** means the WSAB Project scope elements for which LACMTA intends to retain responsibility, as described in Part B of EXHIBIT 1 (Project Description).

**"LACMTA Submittal Review Period"** means, for each LACMTA Submittal, a period of 30 days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement or such other period as the Parties may agree under the applicable Work Order.

**"LACMTA Submittals"** means:

- (a) Design Documentation for a Rearrangement (other than any Design Documentation for which the City is responsible under a Work Order);
- (b) Construction Management Plans for Construction work performed by LACMTA or a LACMTA Contractor within the City Rights-of-Way; and
- (c) any other documents which LACMTA (or the LACMTA Contractors) must submit to the City in accordance with this Agreement.

**"Neutral Arbitrator"** is defined in Section 9.2(a) (Resolution of Disputes).

**"Non-conforming Work"** means Design work or Construction work not in accordance with the requirements of this Agreement.

**"Notice"** means any communication under this Agreement including any notice, consent, approval, request, and demand.

**"Operation and Maintenance Phase"** means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

**"P3 Developer"** means the LACMTA Contractor that is awarded the P3 Project Scope.

**"P3 Project Scope"** means those elements of the WSAB Project scope that LACMTA intends to procure under a design, build, finance, operate and maintain agreement, as described in Part B of EXHIBIT 1 (Project Description).

**"Package"** means each package of Design Documentation that submitted by LACMTA or a LACMTA Contractor to the City in accordance with this Agreement.

**"Parties"** means collectively the City and LACMTA, and each a **"Party"**.

**"Permit Notification"** means a blanket Permitting Process and Waiver of Certain Permit Fees issued by the City.

**"Planning and Procurement Phase"** means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

**"Potential Notice of Betterment Form"** means the form set out in Part B of EXHIBIT 10 (Forms).

**"Project Right-of-Way"** means the permanent right-of-way for the WSAB Project, as identified in Part A of EXHIBIT 3 (Project Site).

**"Project Schedule"** means the schedule for the WSAB Project including the City Portion set out in Part B of EXHIBIT 2 (Project Phases and Project Schedule).

**"Project Site"** means, collectively, the Project Right-of-Way and each temporary construction easement for the WSAB Project, as identified in Part A of EXHIBIT 3 (Project Site).

**"Rearrangement"** means the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA and the City mutually agree is necessary in order to construct, operate or maintain the WSAB Project; or
- (b) the installation of new and required City Facilities which LACMTA and the City mutually agree is necessary as a result of the impact of the construction, operation or maintenance of the WSAB Project.

**"Replacement Facility"** means a facility, which may be constructed or provided under this Agreement as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

**"Temporary Facilities"** means a facility constructed for the purpose of ensuring continued service while a City Facility is taken out of full or partial service for permanent Rearrangement and/or any work on a City Facility, which will be removed or restored to its original condition after such Construction activities are completed.

**"Term"** is defined in Section 1.2 (Duration of Agreement).

**"Traffic Control and Lighting Work"** has the meaning given in EXHIBIT 5 (Design Requirements).

**"Traffic Management Plan"** means a plan that addresses traffic control requirements in construction areas through a worksite traffic control plan and along detour routes through a traffic circulation plan.

**"Work Order"** means a work request submitted by LACMTA to the City authorizing the performance of any work associated with the WSAB Project and the associated purchase of required materials.

**"Working Group"** means each working group established pursuant to Section 2.1(c) (Governance).

**"WSAB Project"** means the design, construction, operation and maintenance of a light rail transit system known as the West Santa Ana Branch Transit Corridor, as more fully described in EXHIBIT 1 (Project Description).

## 11.2 Interpretation

- (a) In this Agreement unless otherwise expressly stated:
  - (i) headings are for convenience only and do not affect interpretation;
  - (ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
  - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
  - (iv) subject to Section 11.2(a)(v) (Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;

- (v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
  - (vi) a reference to a person includes such person's permitted successors and assigns;
  - (vii) a reference to a singular word includes the plural and vice versa (as the context may require);
  - (viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively;
  - (ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay; and
  - (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

MARY C. WICKHAM,  
County Counsel

By: \_\_\_\_\_  
Teddy Low  
Senior Deputy County Counsel

"LACMTA"

THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY, a California county  
transportation authority existing under the Authority of  
§§ 130050.2 *et seq.* of the California Public Utilities  
Code

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM

YVETTE M. ABICH GARCIA,  
City Attorney

By: \_\_\_\_\_  
Yvette M. Abich Garcia  
City Attorney

"CITY"

THE CITY OF DOWNEY,  
a California municipal corporation

By: \_\_\_\_\_  
Name: Gilbert A. Livas  
Its: City Manager

ATTEST

By: \_\_\_\_\_  
City Clerk



**EXHIBIT 1 – PROJECT DESCRIPTION**

**Part A: WSAB Project**

The WSAB Project is a new 19-mile light rail transit (LRT) line that will connect southeast LA County to downtown Los Angeles, serving the cities and communities of Artesia, Cerritos, Bellflower, Paramount, Downey, South Gate, Cudahy, Bell, Huntington Park, Vernon, unincorporated Florence-Graham community of LA County and downtown Los Angeles. The project area is home to 1.2 million residents and is a job center to approximately 584,000 employees. Projections show the resident population increasing to 1.5 million and jobs increasing to 670,000 by 2040. Population and employment densities are five times higher than the LA County average. This rail corridor is anticipated to serve commuters in a high travel demand corridor by providing relief to the limited transportation systems currently available to these communities. In addition, the project is expected to provide a direct connection to the Metro Green Line, Metro Blue Line and the LA County regional transit network. The WSAB Project involves a shared corridor of approximately 10 miles of freight-owned ROW that runs along the Wilmington and La Habra Branches (owned by Union Pacific Railroad, UPRR) and the San Pedro Subdivision (owned by the Ports of LA and Long Beach).

The main goals of the WSAB Project are to:

1. Provide mobility improvements
2. Support local and regional land use plans and policies
3. Minimize environmental impacts
4. Ensure cost effectiveness and financial feasibility
5. Promote equity

**Part B: Anticipated Contractual Packages**

As at the date of this Agreement, the Enabling Works, P3 Project Scope and LACMTA Retained Scope are anticipated to comprise of the following scope elements:

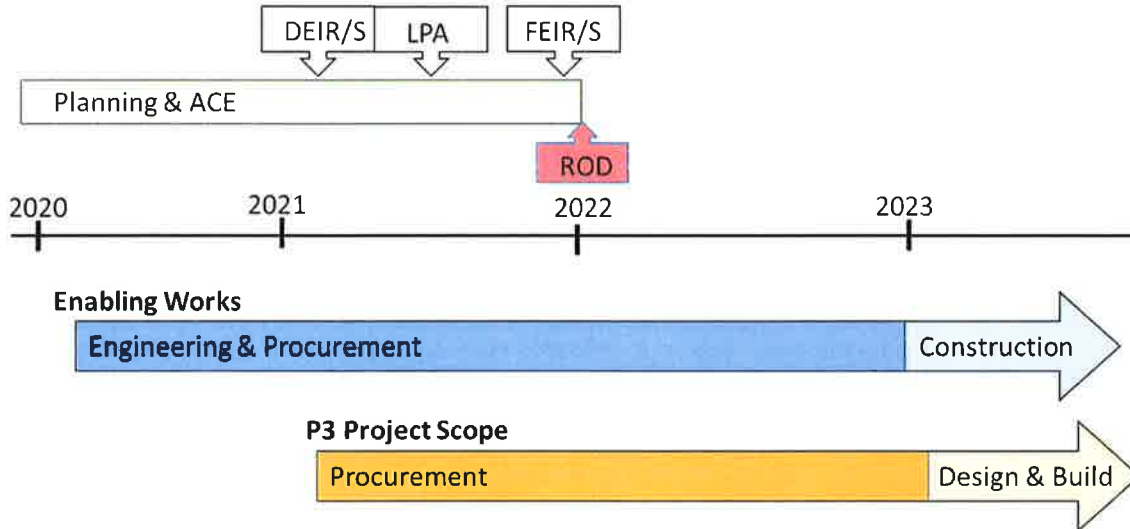
Enabling Works	LACMTA Retained Scope	P3 Project Scope
<ul style="list-style-type: none"> <li>• Advanced utility relocation</li> <li>• Freight relocation</li> <li>• Grade crossings                             <ul style="list-style-type: none"> <li>- Civil and Striping</li> <li>- Drainage</li> <li>- Utilities</li> <li>- Traffic Control</li> <li>- Signal (Freight Preemption only)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Right-of-way acquisition</li> <li>• Supply and installation of fare collection equipment and all fare collection activities</li> <li>• Security and enforcement activities, with limited exceptions (such as at maintenance storage facilities)</li> <li>• Art installation</li> <li>• Bike hubs and/or lockers</li> <li>• Environmental site assessment including identification of potential or existing contamination or hazardous materials through soil borings</li> </ul>	<ul style="list-style-type: none"> <li>• Design and construction of the WSAB Project (including all stations, vehicles, light rail track, systems and maintenance storage facilities), other than those scope elements that are defined as part of the Enabling Works or that are LACMTA Retained Scope</li> <li>• The operation of all train services and performance of all other operating functions for the WSAB Project during the term of the LACMTA Contract with the P3 Developer, other than those scope elements that are LACMTA Retained Scope</li> </ul>

	<p>and review of publicly available information</p> <ul style="list-style-type: none"><li>• Geotechnical investigations</li><li>• Remediation of hazardous materials (if any)</li></ul>	<ul style="list-style-type: none"><li>• All asset management and maintenance activities for the WSAB Project during the term of the LACMTA Contract with the P3 Developer, other than those scope elements that are LACMTA Retained Scope</li></ul>
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**EXHIBIT 2 – PROJECT PHASES AND PROJECT SCHEDULE**

**Part A: Phases**

As at the date of this Agreement, the phasing and time periods for the early phasing is anticipated to be as set out in this Part A. The phases described in this Part A may overlap and the time periods are subject to change.



PHASE	KEY ACTIVITIES
Planning & Advanced Conceptual Engineering	Key activities include: <ul style="list-style-type: none"> <li>• Preparation of the draft EIR/EIS and the final EIR/EIS</li> <li>• Approval by LACMTA Board of the locally preferred alternative (LPA)</li> <li>• Preparation of Advanced Conceptual Engineering (15%) for the WSAB Project</li> <li>• Certification of the final EIR by the LACMTA Board</li> <li>• FTA issuance of the Record of Decision</li> <li>• Preparation of the Mitigation Monitoring and Reporting Plan (MMRP)</li> </ul>
Enabling Engineering & Procurement	Works: Key activities include: <ul style="list-style-type: none"> <li>• Engineering and Design Development for the Enabling Works by LACMTA and the LACMTA Contractors (including any Rearrangements included within that Enabling Works scope) through to Final Design</li> <li>• Working with third parties to obtain third party approvals for the Enabling Works, including CPUC, United Pacific Railroad and Caltrans</li> <li>• Procurement of LACMTA Contractor(s) to perform the Enabling Works</li> </ul>
Enabling Construction	Works: Key activities include: <ul style="list-style-type: none"> <li>• Construction of Enabling Works (including any related Rearrangements)</li> </ul>

PHASE	KEY ACTIVITIES
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P3 Project Procurement	<p>Scope: Key activities include:</p> <ul style="list-style-type: none"> <li>• Definition of the scope, specifications and requirements for the P3 Project Scope</li> <li>• Procurement of the P3 Developer to perform the P3 Project Scope (a two-stage procurement process including a request for qualifications and a request for proposal phase is anticipated)</li> </ul>
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P3 Project Design Build	<p>Scope: Key activities include:</p> <ul style="list-style-type: none"> <li>• Design Development for the P3 Project Scope by the selected P3 Developer through to Final Design</li> <li>• Construction of the P3 Project Scope (including any related Rearrangements) by the P3 Developer</li> <li>• Performance of any LACMTA Retained Responsibilities by LACMTA</li> <li>• Testing, trial running and certification of revenue service availability</li> </ul>
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Operation and Maintenance	<p>Key activities include:</p> <ul style="list-style-type: none"> <li>• Operation of passenger service on the WSAB Project by the P3 Developer</li> <li>• Maintenance of the WSAB Project by the P3 Developer</li> <li>• Performance of any LACMTA Retained Responsibilities by LACMTA</li> </ul>
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**Part B: Project Schedule**

*[Latest Project Schedule to be inserted prior to execution]*

EXHIBIT 3 – PROJECT SITE

Part A: WSAB Project Site



Part B: City Portion

[Map of the location of the City Portion to be inserted prior to execution]

**EXHIBIT 4 – ROLES AND RESPONSIBILITIES**

**Part A: LACMTA Representative and City Representative**

The initial designations of the LACMTA Representative and City Representative are as follows:

<b>LACMTA Representative</b>	LACMTA Program Management or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA's Chief Executive Officer, or his/her designee
<b>City Representative</b>	City Manager or his/her designee

**Part B: Summary of Key Roles and Responsibilities**

Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
<b>General</b>	Performing its retained obligations and ensuring that the LACMTA Contractors (including the P3 Developer) comply with the provisions of this Agreement	During the term of its LACMTA Contract with LACMTA, performing LACMTA's responsibilities under this Agreement other than Cost reimbursement and those obligations specifically retained by LACMTA and excluded from the P3 Project Scope	Performing all of City's obligations under this Agreement and ensuring that all City Contractors comply with the provisions of this Agreement
<b>Planning and Advanced Conceptual Engineering</b>	Managing the planning process and preparing all environmental documents including the EIR/EIS  Preparing Advanced Conceptual Engineering for the WSAB Project	Not applicable	Providing support and assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City Portion
<b>Enabling Works: Engineering &amp; Procurement</b>	Preparing and submitting the Design for Enabling Works to the City to the extent required by this Agreement, up to and including Final Design stage  Preparing the procurement documents and managing the procurement for the Enabling Works	Not applicable	Reviewing and approving Designs submitted to it in accordance with agreed procedures  Performing any other Design-related obligations under any Work Orders  Providing assistance to LACMTA in procuring any right-of-way necessary for the City Portion

Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
<b>Enabling Works: Construction</b>	Monitoring progress and performance of the LACMTA Contractor(s) responsible for Enabling Works	Interfacing and coordinating with the LACMTA Contractor(s) responsible for the Enabling Works	Performing its Construction-related obligations under any Work Orders  Coordinating Adjacent Work, City Construction Work and City Maintenance Work
<b>P3 Project Scope: Procurement</b>	Preparing the procurement documents and managing the procurement for the P3 Project Scope	Submitting its proposal in accordance with the procurement documents	To the extent requested by LACMTA, reviewing the scope, specifications and requirements for any Rearrangements included within the P3 Project Scope
<b>P3 Project Scope: Design Build</b>	<p>Reviewing Designs prepared by the P3 Developer and ensuring that such Designs are submitted to the City to the extent required by this Agreement</p> <p>Performing and/ or ensuring that LACMTA Contractors perform the LACMTA Retained Scope</p> <p>Monitoring progress and performance of the P3 Developer's Construction work</p>	<p>Defining its design management plan for the design of the P3 Project Scope</p> <p>Submitting Design Packages in accordance with the terms of its LACMTA Contract with LACMTA and its design management plan, and submitting such Designs to the City to the extent required by this Agreement, up to and including Final Design stage</p> <p>Performing the Construction work required to be performed under the P3 Project Scope in accordance with the Final Designs, approved plans, the provisions of its LACMTA Contract for the P3 Project Scope and the provisions of this Agreement</p>	<p>Reviewing and approving Designs submitted to it in accordance with agreed procedures</p> <p>Performing any other Design-related obligations under any Work Orders</p> <p>Performing its Construction-related obligations under any Work Orders</p> <p>Coordinating Adjacent Work, City Construction Work and City Maintenance Work</p>
<b>Operation and Maintenance</b>	<p>Performing or ensuring that LACMTA Contractors perform, the LACMTA Retained Scope</p> <p>Monitoring performance of the P3 Developer's operation and maintenance work</p>	Performing the operation and maintenance work required to be performed under the P3 Project Scope in accordance with the approved plans, the provisions of its LACMTA Contract for the P3 Project Scope and the provisions of this Agreement (including any amendment or supplement or new agreement entered into	Performing any operation and maintenance work allocated to the City under the provisions of this Agreement (including any amendment or supplement or new agreement entered into under <u>Article 6 (Operation and Maintenance)</u> ) and coordinating maintenance

Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
		under <u>Article 6 (Operation and Maintenance)</u>	work and Adjacent Work with LACMTA and the P3 Developer

**Part C: Issue Resolution Ladder**

The following City staff or its designees shall be responsible for coordinating among the applicable City departments and divisions as necessary to make the designated decision or approval.

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
City Manager, Director of Public Works, or Designated Project Manager	Spearhead council approval of all work outside of normal working hours including any night work variances, holiday work restrictions, police & fire department requests, peak hours exemptions, and other requests with potential short-term impacts to the community (i.e. revised detours, temporary full street closures, revised haul routes)	LACMTA Chief Program Manager
Director of Public Works, City Engineer, or Designated PE Representative	Approve all final Construction plans and related documents as required by this Agreement.  Provide overall leadership in timely resolution of Design, Construction, plan review, and related administrative matters.  CA Professional Engineer Registration	LACMTA Senior Executive Officer over Designated Project Manager
City Public Works Construction Department Head or Designated Construction Administration Representative	Provide Construction support as specified in this Agreement  Manage assigned resources and coordinate interactions between the City and LACMTA and the LACMTA Contractors as it relates to Construction support.  Provide independent quality assurance (IQA) functions where LACMTA performs work within City Right-of-Way such as street improvement, signal, lighting, and utility work.	LACMTA Designated Project Manager level (Executive Officer or Deputy Executive Officer) or Designated Construction Manager (Deputy Executive Officer or Senior Director)
City Public Works Permit Division Head or Designated Representative	Oversee and coordinate all plan reviews as specified in this Agreement  Manage and coordinate interaction of the City with LACMTA and the LACMTA Contractors as it relates to Design review and comment resolution.  Provide the necessary coordination in planning, engineering, technical, analytical and administrative support services with respect to design approval including fire/life safety, police/public security, access, transportation engineering, civil and structural engineering, street lighting engineering, drainage, sanitation, landscaping, and related maintenance requirements.  Skilled in change management and expedited approvals.	LACMTA Designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant CM, and LACMTA Third Party Admin Dept Project Lead (Civil)



City Traffic Engineer or Designated TE Representative	Approve all worksite traffic control plans and any final design documents pertaining to both permanent and temporary traffic controls (signals, striping, WATCH lane closures, MUTCD restrictions, lighting, etc. )	LACMTA Designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant CM, LACMTA Third Party Admin Dept Project Lead (Civil) and TE consultants.
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## EXHIBIT 5 – DESIGN REQUIREMENTS

### 1. GENERAL DESIGN CRITERIA

Any Design work for any Rearrangements shall be performed in accordance with:

- (a) the Design requirements set out in this EXHIBIT 5 or otherwise under the provisions of this Agreement and the relevant Work Order (if applicable); and
- (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (City Standards) of this Agreement, the City Standards.

### 2. CITY STANDARDS

The Parties agree that the following comprise the "**City Standards**" for the purposes of this Agreement:

- (a) *[To agree with the City and insert prior to execution]*

### 3. SPECIFIC DESIGN REQUIREMENTS FOR REARRANGEMENTS

- 3.1 **Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall locate surface openings, if any to mitigate: (a) the effect on existing features of landscape and improvements; and (b) public disruption; in each case after taking account of health and safety concerns. Placement of gratings in sidewalks will be avoided to the extent reasonably practicable; however, all other openings, such as mechanical access openings, shall be regularly permitted in sidewalks, provided such openings are enclosed.
- 3.2 **Landscaping.** Trees and landscaped areas under ownership or daily control of the City shall be preserved whenever practical. Trees in the Project Site, which are not being removed by LACMTA, shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced by LACMTA, if the City elects and right-of-way is available. Replacement work shall be in accordance with applicable City Standards and shall be coordinated with the City. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LACMTA.
- 3.3 **Traffic Control Devices and Lighting Systems.** If a Rearrangement requires the removal and reinstallation, or modification of existing or installation of new traffic control devices or lighting systems ("**Traffic Control and Lighting Work**"), then LACMTA must obtain the City's approval of LACMTA's Design for the Traffic Control and Lighting Work (which consent may not be unreasonably delayed or withheld).
- 3.4 **Private Projections in Public Ways.** If LACMTA determines that a private projection in, over or under any City Facilities or the City Rights-of-Way must be removed to accommodate the WSAB Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections by the time specified in the Work Order. If the City is not empowered to effect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for removal of such projections. The City will cooperate with LACMTA to minimize the cost to eliminate, move, remove or otherwise terminate projections.
- 3.5 **City Communications Facilities.** The relocation of any conflicting underground City communications facilities shall be done by employing intercept-style manholes at both ends of every conflicting communications conduit segment in question, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

### 4. PREPARATION AND SUBMISSION OF DESIGN DOCUMENTATION

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA will, and will ensure that the LACMTA Contractors will:

- (a) prepare and submit all Design Documentation to the City;

- (i) in Packages in accordance with the schedule under the applicable design management plan defined by LACMTA and/or the applicable LACMTA Contractor and notified to the City (as may be updated and notified to the City from time to time); and
  - (ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City a reasonable opportunity to review the submitted Design Documentation;
- (b) ensure that the Design Documentation submitted for the Final Design is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with this Agreement and the Construction work which will be performed in accordance with the Design Documentation will comply with this Agreement and highlights any material amendments made since any earlier submittal of that Design Documentation;
- (c) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented; and
- (d) if reasonably requested by the City, make available the appropriate design personnel to participate in design review meetings after submittal of any Design Documentation for a Rearrangement to explain the Design Documentation or a particular element of it and provide such information regarding the Design Documentation as the City may reasonably request.

## EXHIBIT 6 – LACMTA SUBMITTAL REVIEW PROCEDURE

### 1. GENERAL

- 1.1 The Parties agree that individuals undertaking Design review on behalf of the City under this Agreement shall be consistent throughout the Design Phase and any new individuals proposed to undertake Design review during the reviews of ongoing Packages shall be subject to LACMTA's approval.
- 1.2 The procedures set out in this EXHIBIT 6 will govern all LACMTA Submittals to the City pursuant to this Agreement.

### 2. REVIEW PROCEDURE

- 2.1 The City shall notify LACMTA and the relevant LACMTA Contractor (if applicable) within ten days of receipt of a LACMTA Submittal from LACMTA or a LACMTA Contractor if it considers (acting reasonably) that the LACMTA Submittal submitted is incomplete or deficient for the City's review purposes and requires re-submission, together with a detailed description of the information that it deems to be missing or deficient. If no such Notice is delivered by the City within such ten-day period, the LACMTA Submittal shall be deemed complete and acceptable for review purposes.
- 2.2 The City shall within the LACMTA Submittal Review Period:
- (a) review the LACMTA Submittal; and
  - (b) notify LACMTA and the relevant LACMTA Contractor (if applicable) that it:
    - (i) approves the LACMTA Submittal; or
    - (ii) rejects the LACMTA Submittal with detailed reasons including all Compliance Comments.
- 2.3 All Compliance Comments shall be transmitted in the form of a comment matrix (provided by LACMTA) and shall be accompanied by an annotated LACMTA Submittal (if applicable).
- 2.4 If no comments are received within the LACMTA Submittal Review Period, the LACMTA Submittal shall be deemed complete and approved by the City.
- 2.5 The Parties acknowledge that the LACMTA Submittal review process set out in this EXHIBIT 6 is intended to facilitate the LACMTA Submittal review process and be consistent (with necessary changes) with the LACMTA Guidelines on Enhanced Partnered Coordination and shall supersede the submittal / shop drawing review schedules specified in any standards referenced in this Agreement.

### 3. GROUNDS FOR OBJECTION OR COMMENT

- 3.1 The City will only be entitled to reject a LACMTA Submittal under Article 2 (Review Procedure) of this EXHIBIT 6 if such LACMTA Submittal fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments.
- 3.2 If the City rejects a LACMTA Submittal in accordance with Article 2 (Review Procedure) of this EXHIBIT 6, LACMTA must (or must require that the relevant LACMTA Contractor):
- (a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or
  - (b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Article 5 (Betterments) of this Agreement shall apply.

- 3.3 The City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City.
- 3.4 The City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with the most recent earlier submittal for such Rearrangement, modified as appropriate to respond to the City's Compliance Comments on such earlier submittal (to the extent such comments were made in accordance with the provisions of this Agreement) and to reflect any subsequent changes agreed to by the City and LACMTA.

4. **NO COMMENCEMENT OF CONSTRUCTION WORK**

LACMTA and the City must not commence or permit the commencement of any Construction work that is the subject of, governed by or dependent upon a LACMTA Submittal until LACMTA (or a LACMTA Contractor) has submitted the relevant LACMTA Submittal to the City in accordance with this EXHIBIT 6 and:

- (a) within five Business Days of receiving a Notice from LACMTA (or the relevant LACMTA Contractor (as applicable)) that the City failed to respond to a LACMTA Submittal within the relevant LACMTA Submittal Review Period, the City fails to respond to such LACMTA Submittal; or
- (b) the City has notified LACMTA (and the relevant LACMTA Contractor (as applicable)) that it approves such LACMTA Submittal.

## EXHIBIT 7 – CONSTRUCTION REQUIREMENTS

### 1. GENERAL REQUIREMENTS

Any Construction work for any Rearrangements or the City Portion to be performed within the City Rights-of-Way shall be performed in accordance with:

- (a) in the case of any Rearrangements, the approved Final Design (including any changes agreed under Section 3.6 (Changes to Design) of this Agreement;
- (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (City Standards) of this Agreement, the City Standards;
- (c) the schedule for such Construction work agreed under the relevant Work Order (if applicable) or otherwise under the Project Schedule; and
- (d) all other Construction requirements set out in this EXHIBIT 7 or otherwise under the provisions of this Agreement and any relevant Work Order (if applicable).

### 2. EXTENDED WORKING HOURS

The Parties acknowledge that extended working hours (beyond the windows contemplated in the City's ordinances limiting work hours and including holiday or weekend working) may be necessary to facilitate Construction and operation of the City Portion. The Parties will agree such working hours following joint review of the schedule and activities to be carried out by LACMTA and the LACMTA Contractors. If a change is required to the agreed working hours, the Parties will negotiate in good faith to agree such change.

### 3. HAULAGE ROUTES

The Parties will agree haulage routes reasonably necessary to facilitate Construction and operation of the City Portion. If a change is required to an agreed haulage route, the Parties will negotiate in good faith to agree such change.

### 4. INTERRUPTIONS

- (a) The Parties acknowledge that certain components of the work in the City Portion will require interruption of the City services. The Parties will agree a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.
- (b) LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

### 5. CONSTRUCTION STAGING PLANS

#### 5.1 General Requirements

- (a) LACMTA or the LACMTA Contractors shall develop a construction staging plan ("**Construction Staging Plan**") for any Construction work to be performed within the City Rights-of-Way.
- (b) The City acknowledges that the Construction work to be performed by LACMTA or the LACMTA Contractors within the City Rights-of-Way is intended to be performed progressively under multiple contractual packages and the Construction Staging Plans described in this EXHIBIT 7 may, therefore, be prepared for each contractual package or for a portion of such Construction work.

- (c) A Construction Staging Plan shall provide, among other things, for:
  - (i) the handling of vehicular and pedestrian traffic on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans);
  - (ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans;
  - (iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.
- (d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian and vehicular safety), and functionality (including public and business access and circulation).

**5.2 Specific Requirements – Street Lighting Systems**

LACMTA or the LACMTA Contractors shall develop street lighting Construction Staging Plans, which shall provide, among other things, for:

- (a) the safety and security at night time of vehicular and pedestrian traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and
- (b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

**5.3 Specific Requirements – Traffic Management Plan**

- (a) LACMTA and the City may agree that a street, highway, bridge or other the City Rights-of-Way shall be temporarily or permanently closed for the necessity and convenience of the WSAB Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for worksite traffic control plans, traffic circulation plans, and temporary traffic signal plans.
- (b) WATCH Manual page references shall be acceptable as a form of traffic control plans and submittal.
- (c) The City's traffic department staff involved in the review and approval process shall facilitate the City's internal approvals regarding peak hour exemptions, holiday moratoriums, changes to existing parking restrictions in the work zone, night work, and noise variances.

**5.4 Review and Implementation of Construction Staging Plans**

- (a) LACMTA (or the relevant LACMTA Contractor (as applicable)) must submit each Construction Staging Plan to the City for review in accordance with EXHIBIT 6 (LACMTA Submittal Review Procedure).
- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with EXHIBIT 6 (LACMTA Submittal Review Procedure).

- (c) LACMTA must, and must ensure that the LACMTA Contractors, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been either approved (or deemed approved) under EXHIBIT 6 (LACMTA Submittal Review Procedure).

6. **WORK IN STREETS**

6.1 **General Requirements**

- (a) The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and other the City Rights-of-Way. Accordingly, LACMTA shall give the City ten days' advance written Notice where Construction work is to be performed in the City Rights-of-Way.
- (b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the City Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be comprised by such work.
- (c) If LACMTA or a LACMTA Contractor fails to perform any Construction work within the City Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.

6.2 **Traffic Control and Lighting**

LACMTA must provide the City prior Notice before conducting the Traffic Control and Lighting Work that will result in an interruption to service of traffic control devices or lighting systems and LACMTA shall cooperate with the City to minimize such interruption.

6.3 **City Communication Facilities**

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, in order to minimize system downtime and minimize the City network traffic disruption.

7. **TEMPORARY AND PERMANENT STREET CLOSURES**

Upon notification of a proposed temporary or permanent street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings and shall establish the necessary conditions for the closures.

8. **TEMPORARY FACILITIES**

8.1 **LACMTA Facilities**

Temporary Facilities may be necessary to facilitate Construction of the WSAB Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

8.2 **City Facilities**

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability,



location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its permanent location, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

9. **UNDERGROUND SERVICE ALERT**

Prior to any commencement of underground work by either Party, an "Underground Service Alert" shall be notified in accordance with California law by such Party or its contractor.

10. **ENVIRONMENTAL CONTROLS**

All Construction work performed by the City or City Contractors pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration control, pollution controls, archaeological coordination and paleontological coordination.

11. **SALVAGED MATERIALS**

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, LACMTA's contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

12. **AS-BUILT DRAWINGS**

12.1 LACMTA and the City shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and the City, respectively, during Construction. Red line mark-ups for temporary lighting systems, traffic signal systems, and other the City Facilities shall be submitted to the City and LACMTA within 10 Business Days after completion of Construction. All Design changes shall be documented on RFI/RFC forms. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 60 Business Days after completion of such work for each set of plans.

12.2 LACMTA and the City agree to provide the other with electronic files and full size paper hard copies of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their respective contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

**EXHIBIT 8 – INSPECTION AND ACCEPTANCE PROCEDURE**

**1. INSPECTION DURING CONSTRUCTION**

- 1.1 Each Party shall give the other Party at least ten days' Notice prior to commencing a Rearrangement for which it is responsible to enable such other Party to make arrangements for inspection of such work.
- 1.2 Any Construction of Rearrangements performed by LACMTA (directly or through the LACMTA Contractors) under this Agreement shall be subject to inspection and final acceptance by the City provided that any such inspection carried out by the City shall be solely for the purposes of assessing whether the Construction work conforms with, subject to Section 3.5 (City Standards) of this Agreement, the City Standards. Such inspection services shall be authorized by LACMTA under a Work Order issued in accordance with Section 2.3 (Work Orders) of this Agreement. If City inspection services are authorized under a Work Order, the City shall:
- (a) provide inspectors at LACMTA's cost as needed to comply with the schedule for such inspections set out in the Work Order;
  - (b) cooperate and coordinate with the LACMTA Representative and the LACMTA Contractors to observe and inspect any Rearrangements or new City Facilities so that upon completion of Construction, the City will have a basis for acceptance of the work;
  - (c) ensure that all City inspectors submit copies of daily written inspection reports to LACMTA, each within 48 hours after such inspection; and
  - (d) remove and replace any inspector five Business Days after LACMTA's reasonable written request.
- 1.3 Any Construction work performed by the City or a City Contractor pursuant to a Work Order agreed under the provisions of this Agreement shall be subject to LACMTA inspection and final acceptance.
- 1.4 If, in carrying out an inspection, a Party identifies Non-conforming Work, the Party must provide the other Party with immediate Notice with detailed reasons (and in any event, no later than 24 hours from discovery). The Party that performed the relevant work must rectify any Non-conforming Work.
- 1.5 The City shall not have any inspection rights with respect to any structures or physical elements that are owned and maintained by LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA.

**2. ACCEPTANCE PROCEDURE**

- 2.1 Promptly following completion of any Rearrangement, the Party that performed the Construction shall notify the other Party that the Rearrangement is ready for final inspection.
- 2.2 The final inspection shall be carried out within seven Business Days of receipt of a Notice under Section 2.1 (Acceptance Procedure) and within three Business Days of the completion of the final inspection, the inspecting Party shall notify the other Party of any Non-conforming Work. If no Notice is received, the relevant work will be deemed accepted by the inspecting Party.
- 2.3 The City shall accept all Rearrangements that are in conformance with the City Standards.

**3. INDEPENDENT ENGINEER**

The City acknowledges and agrees that LACMTA may delegate its inspection and acceptance rights under this EXHIBIT 8 to an independent engineer appointed under the terms of any LACMTA Contract.

**EXHIBIT 9 – OPERATION AND MAINTENANCE PRINCIPLES**

**1. PRIMARY RESPONSIBILITIES**

1.1 LACMTA (directly or through the LACMTA Contractors, including in particular the P3 Developer) will be responsible for the operation and maintenance of the WSAB Project including the City Portion (and including maintenance of any low impact development water and storm drain mitigation measures constructed outside of the City Rights-of-Way as part of the WSAB Project and on the Project Site or otherwise on a Metro-owned right of way).

1.2 The City (directly or through the City Contractors) will be responsible for:

- (a) the maintenance of all City Facilities within the City Rights-of-Way including trees, gutters, sidewalks, ramps, streets, roadways, utilities, vaults, pull boxes, lights, signals, City loops, striping, signage, irrigation, bio swales and landscape;
- (b) operation of the traffic signal system within the jurisdiction and control of the City; and
- (c) maintenance of all low impact development water and storm drain mitigation measures constructed within the City Rights-of-Way.

**2. TRAFFIC SIGNALS**

With respect to its responsibility for the operation of the traffic signal system within the jurisdiction and control of the City, the City shall work cooperatively with LACMTA to facilitate the safe and efficient operation of the City Portion. The City shall not modify the traffic signal model controller software on the City Portion without notification to and coordination with LACMTA.

**3. MAINTENANCE OF THE CITY PORTION**

LACMTA shall obtain appropriate permits from the City when performing maintenance work on or near the City streets and conform to all of the City's permitting requirements for the submittal, review, and approval of temporary traffic control plans, use of public rights-of-way, or any other activity requiring a permit or license in accordance with the City Use of Public Property Permit Process and Application and Requirements For Traffic Control Plans. All traffic control devices shall conform to accepted City practices and shall be installed and maintained in accordance to the California Manual on Uniform Traffic Control Devices. All City staff costs incurred for permitting such work shall be reimbursed by LACMTA through the Work Order process set forth in this Agreement.

**4. UTILITY CONTRACTS**

In the event the City enters into a contract with private utility companies such as Southern California Edison for the provision of electricity and/or the applicable water district for the provision of water supply in connection with the WSAB Project, LACMTA shall similarly procure separate license and cooperative agreements with such private utilities. Further, if the City owns and operates its own "power" department and the WSAB Project draws electricity from this source, then such agreements shall include a "power restoration" priority provision regarding outages resulting from emergencies whereby the WSAB Project and future operations shall be provided with the highest level priority consistent with other state-wide designated essential facilities.

## EXHIBIT 10 – FORMS

## Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):		Scope of Work/Deliverable (provide expanded description on Form 60 page 2)			
Home office address					
Division(s) and Locations where Work is to be performed		LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):			
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	<b>Direct Labor</b>	<b>Est. Hours</b>	<b>Rate Per Hour</b>	<b>Est. Cost</b>	<b>TOTAL</b>
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	<b>TOTAL DIRECT LABOR HOURS</b>	<b>0.00</b>		<b>TOTAL DIRECT LABOR</b>	<b>\$0.00</b>
6.	<b>Labor Overhead (O/H)</b>	<b>O/H Rate</b>	<b>x Base</b>	<b>Est. Cost</b>	
7.		0%		\$0.00	
8.				<b>TOTAL LABOR OVERHEAD</b>	<b>\$0.00</b>
9.	<b>Direct Material</b>			<b>Est. Cost</b>	
10.	<b>a. Purchase Parts</b>			\$0.00	
11.	<b>b. Subcontracted items</b>			\$0.00	
12.	<b>c. Other</b>			\$0.00	
13.				<b>TOTAL DIRECT MATERIAL</b>	<b>\$0.00</b>
14.	<b>Equipment</b>		<b>Unit Cost</b>	<b>Est. Cost</b>	
15.			\$0.00	\$0.00	
16.			\$0.00	\$0.00	
17.				<b>TOTAL EQUIPMENT</b>	<b>\$0.00</b>
18.	<b>Subcontractors*</b>			<b>Est. Cost</b>	
19.				\$0.00	
20.				\$0.00	
21.				\$0.00	
22.				<b>TOTAL SUBCONTRACTORS</b>	<b>\$0.00</b>
23.				<b>TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)</b>	<b>\$0.00</b>
24.	<b>Other Direct Costs</b>			<b>Est. Cost</b>	
25.				\$0.00	
26.				\$0.00	
27.				\$0.00	
28.				<b>TOTAL OTHER DIRECT COSTS</b>	<b>\$0.00</b>
29.	<b>Travel</b>			<b>Est. Cost</b>	
30.	<b>a. Transportation</b>			\$0.00	
31.	<b>b. Per Diem or Subsistence</b>			\$0.00	
32.				<b>TOTAL TRAVEL</b>	<b>\$0.00</b>
33.	<b>General and Administrative Expense</b>	<b>Rate %</b>	<b>% x Line 23</b>		
34.		0%		\$0.00	
35.				<b>TOTAL GENERAL AND ADMINISTRATIVE EXPENSE</b>	<b>\$0.00</b>
36.				<b>TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)</b>	<b>\$0.00</b>
37.	<b>Profit/Fee</b>	<b>Total Labor and Overhead (line 5 + line 8)</b>	<b>Rate %</b>	<b>% x Total Labor and Overhead</b>	
38.			0%	\$0.00	
39.				<b>TOTAL FEE</b>	<b>\$0.00</b>
40.				<b>TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)</b>	<b>\$0.00</b>

41.	Milestone /Task Number	Milestones/Tasks	Hours	Completion Date	Payment Amount		
42.					\$0.00		
43.					\$0.00		
44.					\$0.00		
45.	<b>TOTAL MILESTONES/TASKS (Must equal line 40)</b>					<b>\$0.00</b>	
* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.							
46.	Fill in applicable sections only						
47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.							
48.a. Agency Name/Address				48.b. Individual to contact/Telephone Number			
49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.							
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.							
<b>51. CERTIFICATE</b>							
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.							
<b>52. CERTIFICATE OF CURRENT COST OR PRICING DATA</b>							
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____* are accurate, complete and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.							
53. This proposal as submitted represents our best estimates and/or actual costs as of this date.							
54. Type Name and Title of Authorized Representative				Signature		Date***	
55.		* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)					
56.		** Insert the day, month and year when price negotiations were concluded and price agreement was reached.					
57.		*** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).					
Form 60 Attachments (Applicable if Box is checked)							
Scope of Work Expanded Description for which Cost Estimate is based on:							
1							
2							
3							

4	
	Schedule in which Scope of Work is based on:
1	
2	
3	
4	
	Non-Disclosure Agreement (NDA) Provisions as noted in Master Cooperative Agreement (MCA) Exhibit B is applicable which the following Form 60-specific items:
1	
2	
3	
4	
	Track Allocation Request for Metro active rail right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:
1	
2	
3	
4	
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:	
1 CITY AS-BUILT RESEARCH BY CITY FOR METRO PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST	

**Part B: LACMTA “Potential Notice of Betterment” Form**

The Word file of the latest version of this form is available upon request from LACMTA's assigned Third Party Administration (TPA) Representative.

Alternatively, a written memorandum on City's letterhead may be submitted to the TPA Representative with the following required information:

1. Scope: Describe in detail with reference to applicable sections of this Master Cooperative Agreement, City Standards, and Applicable Law including any relevant codes.

Note the following common reasons for denial:

- (a) Scope is not per agreed City Standards or a legal requirement.
  - (b) Scope added after establishment of the applicable Basis of Design.
  - (c) Scope is not endorsed by LACMTA as a WSAB Project requirement.
  - (d) Scope is not identified in the EIR or amendments.
2. Detailed Justification: Why does City believe the scope is not a Betterment? Cite specific prior cases, exceptions under Applicable Law including any relevant codes, project-specific reasons, etc.
  3. Cost Estimate: Use Metro Form 60 to provide a detailed cost breakdown as proposed for the Betterment in question.
  4. City's Agreement: City agrees that scope is a Betterment and provides separate funding. The source of funds must be specified, City approved financial documents supporting validity and timing of funds must be provided, and a determination regarding whether City will commit to provide adequate front funding for cash-flow must be made.
  5. Signatures: The form shall provide a signature block with 2 signatures from City Representatives agreeing to the information provided.
  6. LACMTA Signatures: The form signature block area shall provide for LACMTA to countersign with 2 LACMTA Representative signatures with checkboxes indicating whether the Betterment proposal is denied or approved.

**EXHIBIT 11 – GOVERNMENTAL AND LENDER REQUIREMENTS**

**1. AUDIT AND INSPECTION**

The City shall comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable Notice of such requirements to the City). The City shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, any other government agency, and/or financial institution providing funding or oversight on the WSAB Project to inspect, audit and copy, during normal business hours and upon reasonable notice, all cost and other relevant records relating to performance by the City, its contractors and subcontractors under any Work Order issued to the City for the WSAB Project or Rearrangements of the City Facilities related thereto, from the date of this Agreement through and until not less than three years after the date of termination or expiration of this Agreement, except (a) in the event of litigation or settlement of claims arising from performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto, and (b) such later date as is required by the rules and regulations of any such government agency or financial institution (provided LACMTA gives reasonable Notice of such later date to the City). Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this EXHIBIT 11, the City represents and warrants that such records are accurate and complete. The City further agrees to permit the Federal Transit Administration and its contractors access to sites of performance under this Agreement as reasonably may be required. The City shall insert into any contracts it enters into for the performance of work hereunder the above requirements and also a clause requiring the contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, any records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

**2. INTEREST OF MEMBERS OF CONGRESS**

No members of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

**3. PROHIBITED INTERESTS**

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and the City's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of the City; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

**4. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



5. **DISADVANTAGED BUSINESS ENTERPRISE**

In connection with the performance of this Agreement, the City will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

6. **PRIOR APPROVAL**

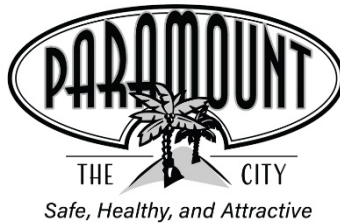
This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

7. **NON-DISCRIMINATION**

Without limiting any other provision of this EXHIBIT 11, the City agrees to comply, and to cause all of its contractors who work on projects subject to this Agreement to comply, with all applicable non-discrimination laws, rules and regulations, whether imposed by federal, state or local authority.

8. **BUY AMERICA**

If the City performs any City Construction Work under a Work Order, the City must comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 et seq., which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. If the City performs any City Construction Work under a Work Order, the City shall incorporate the Buy America conditions set forth in every contract or purchase order entered into with a City Contractor in respect of such City Construction Work and shall enforce such conditions.



## SPECIAL NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for September 1, 2020.

Pursuant to Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the meeting of the City Council scheduled for Tuesday, September 1, 2020 at 6:00 p.m. will allow members of the public to participate and address the City Council during the open session of the meeting via live stream and/or teleconference only. Below are the ways to participate:

### **View the City Council meeting live stream:**

- YouTube Channel <https://www.youtube.com/user/cityofparamount>
- Spectrum Cable TV Channel 36

### **Listen to the City Council meeting (audio only):**

- Call (503) 300-6827 Conference Code: 986492

**Members of the public wanting to address the City Council, either during public comments or for a specific agenda item, or both, may do so by the following methods:**

- E-mail: [crequest@paramountcity.com](mailto:crequest@paramountcity.com)
- Teleconference: (562) 220-2225

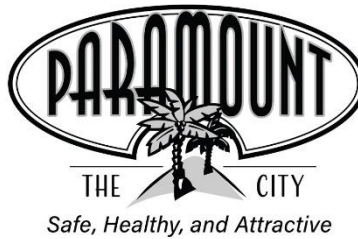
In order to effectively accommodate public participation, participants are encouraged to provide their public comments via e-mail before 5:00 p.m. on Tuesday, September 1, 2020. The e-mail must specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments. Comments related to a specific agenda item must be received before the item is considered and will be provided to the City Council accordingly as they are received.

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** and provide the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject.

Teleconference participants will be logged in, placed in a queue and called back during the City Council meeting on speaker phone to provide their comments. Persons speaking are limited to a maximum of three minutes unless an extension is granted. Please be mindful that the teleconference will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

# AGENDA

Paramount City Council  
September 1, 2020



Regular Meeting  
City Hall Council Chambers  
6:00 p.m.

City of Paramount

16400 Colorado Avenue ❖ Paramount, CA 90723 ❖ (562) 220-2000 ❖ www.paramountcity.com

**Public Comments:** See Special Notice. Persons are limited to a maximum of 3 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2220 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**Note:** Agenda items are on file in the City Clerk's office and are available for public inspection during normal business hours. Materials related to an item on this Agenda submitted after distribution of the agenda packet are also available for public inspection during normal business hours in the City Clerk's office. The office of the City Clerk is located at City Hall, 16400 Colorado Avenue, Paramount.

## Notes

CALL TO ORDER:	Mayor Peggy Lemons
PLEDGE OF ALLEGIANCE:	Vice Mayor Brenda Olmos
INVOCATION:	Pastor Ken Korver Emmanuel Reformed Church
ROLL CALL OF COUNCILMEMBERS:	Councilmember Isabel Aguayo Councilmember Laurie Guillen Councilmember Vilma Cuellar Stallings Vice Mayor Brenda Olmos Mayor Peggy Lemons

## **PRESENTATIONS**

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1. [PROCLAMATION](#) National Preparedness Month: American Red Cross

## CITY COUNCIL PUBLIC COMMENT UPDATES

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### PUBLIC COMMENTS

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### CONSENT CALENDAR

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All items under the Consent Calendar may be enacted by one motion. Any item may be removed from the Consent Calendar and acted upon separately by the City Council.

2.     [APPROVAL OF MINUTES](#)                     August 4 and August 18, 2020
  
3.     [APPROVAL](#)                     Register of Demands
  
4.     [ORDINANCE NO. 1132 \(Adoption\)](#)             Amending Ordinance No. 178, the Comprehensive Zoning Ordinance, Approving Zone Change No. 235, Changing the Official Zoning Map of the City of Paramount from M-1 (Light Manufacturing) to PD-PS (Planned Development with Performance Standards)/Single-Family Residential to Allow for the Development of Ten Single-Family Homes at 6500-6510 Alondra Boulevard in the City of Paramount
  
5.     [ORDINANCE NO. 1133 \(Adoption\)](#)             Approving Development Agreement No. 20-1 with Dwayne DeRose/DeRose Co, LLC dba DeRose Displays for the Construction, Installation, and Operation of a Freeway-Oriented Digital Billboard on Vacant Land North of Rosecrans Avenue, between the Los Angeles River and 710-Freeway [Assessor Parcel Number 6236-035-013] in the M-2 (Heavy Manufacturing) Zone

### OLD BUSINESS

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6.     [APPROVAL](#)                     Implementation of an Annual City Council Adopted Legislative Position Platform Process Starting January 2021

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## NEW BUSINESS

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7. [PUBLIC HEARING - THIS ITEM TO BE CONTINUED](#) ~~Conditional Use Permit No. 887. Appeal of denial by the Planning Commission of a request Jose Ponce/Ponce Recycling to operate a small recycling collection facility at 16259 Paramount Boulevard in the PD-PS (Planned Development with Performance Standards) Zone.~~
8. PUBLIC HEARINGS  
  - a) [RESOLUTION NO. 20:027](#) Setting forth its findings of fact and decision relative to General Plan Amendment No. 20-1, a request by Siraj Aboulhosn to change the land use designation on the General Plan Land Use Map from Commercial to Multiple-Family Residential for properties on the north side of Somerset Boulevard between Indiana Avenue and 8439 Somerset Boulevard [15016 Indiana Avenue; 8407-8439 Somerset Boulevard] in the City of Paramount.
  - b) [ORDINANCE NO. 1136 \(Introduction\)](#) Amending Ordinance No. 178, the Comprehensive Zoning Ordinance, Approving Zone Change No. 236, changing the Official Zoning Map of the City of Paramount from C-M (Commercial-Manufacturing) to R-M (Multiple-Family Residential) for properties on the north side of Somerset Boulevard between Indiana Avenue and 8439 Somerset Boulevard [15016 Indiana Avenue; 8407-8439 Somerset Boulevard] in the City of Paramount.
9. [ORDINANCE NO. 1137 \(Introduction\)](#) Adopting Citywide Regulations for Mobile Food and Ice Cream Vending Vehicles
10. [APPROVAL](#) Census 2020 Expenditures

11. [APPROVAL](#) Proposed Programs and Spending Plan Funded by State Department of Finance CARES Act Pass-Through Coronavirus Relief Funds
12. [APPROVAL](#) Transfer Agreement with the Los Angeles County Flood Control District for the Safe Clean Water (SCW) Program - Municipal Program
13. [APPROVAL](#) Master Cooperative Agreement with Metro for West Santa Ana Branch Light Rail Project

#### **COMMENTS/COMMITTEE REPORTS**

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- Councilmembers
- Staff

#### **ADJOURNMENT**

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To a meeting on September 15, 2020 at 5:00 p.m.

SEPTEMBER 1, 2020

PROCLAMATION

NATIONAL PREPAREDNESS MONTH – SEPTEMBER 2020

- AMERICAN RED CROSS

# City Council Public Comment Updates

September 1, 2020

From the August 18, 2020 City Council Meeting:

Resident	Request/Issue/Concern	Action/Comment
Raquel De Casas	<p>Wants to know how the vehicle forfeiture provision in the new Street Racing Ordinance will work if youth use their parents' vehicle without permission.</p> <p>Wants to know what community based strategies the City is implementing to prevent street racing and if the City would consider working with the street racers to build a legal street racing venue.</p> <p>Wants to know if the City can get more Vote-by-Mail (VBM) boxes in the City.</p>	<p>The City Attorney responded by explaining that safeguards were built into the Ordinance that would allow registered owners to appeal to City staff to come to a reasonable solution, including returning the vehicle upon entering into an agreement.</p> <p>Based on input from residents and at the direction of the City Council, current priorities are to educate the public and eradicate the dangerous act of street racing and intersection takeovers in the City due to the nuisance and threat to public safety. The City is not exploring options to develop a legal street racing venue.</p> <p>In addition to the VBM box installed at the Paramount Park Community Center, a VBM box will be installed at the Paramount Library in early September.</p>



SEPTEMBER 1, 2020

APPROVAL OF MINUTES  
PARAMOUNT CITY COUNCIL

MOTION IN ORDER:

APPROVE THE PARAMOUNT CITY COUNCIL MINUTES OF AUGUST 4,  
2020 AND AUGUST 18, 2020.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____

**PARAMOUNT CITY COUNCIL  
MINUTES OF A REGULAR MEETING  
AUGUST 4, 2020**

City of Paramount, 16400 Colorado Avenue, Paramount, CA 90723

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**CALL TO ORDER:** The regular meeting of the Paramount City Council was called to order by Vice Mayor Brenda Olmos via teleconference at 6:00 p.m. at City Hall, Council Chambers, 16400 Colorado Avenue, Paramount, California.

**PLEDGE OF ALLEGIANCE:** Councilmember Vilma Cuellar Stallings, led the pledge of allegiance.

**INVOCATION:** Pastor Laura Warth, Chapel of Change delivered the invocation.

**ROLL CALL OF COUNCILMEMBERS:** Present: Councilmember Isabel Aguayo  
Councilmember Laurie Guillen  
Councilmember Vilma Cuellar Stallings  
Vice Mayor Brenda Olmos

Absent: Mayor Peggy Lemons

It was moved by Councilmember Guillen and seconded by Councilmember Cuellar Stallings to excuse Mayor Lemons' absence. The motion was passed by the following roll call vote:

**AYES:** Councilmembers Aguayo, Guillen, Cuellar Stallings, and Vice Mayor Olmos

**NOES:** None

**ABSENT:** Mayor Lemons

**ABSTAIN:** None

**STAFF PRESENT:** John Moreno, City Manager  
John E. Cavanaugh, City Attorney  
Kelly Tatman, Deputy District Attorney  
Andrew Vialpando, Assistant City Manager  
Heidi Luce, City Clerk  
John Carver, Planning Director  
Adriana Figueroa, Public Works Director  
Adriana Lopez, Public Safety Director  
Rebecca Bojorquez, Management Analyst  
Steve Coumparoules, Management Analyst  
John King, Assistant Planning Director

Daniel Martinez, Information Technology Analyst I  
Elida Zaragoza, Information Technology Specialist

### **PRESENTATIONS**

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1. CERTIFICATE OF RECOGNITION  
FCCLA National Competition Silver Medal Winner  
CF 39.13  
The City Council recognized FCCLA National Competition Silver Medal Winner Liselle Lara for her accomplishments.
  
2. VIDEOS  
City of Paramount Highlight Videos  
• Water Well 16 Groundbreaking  
• Paramount Al Fresco Dining  
• We Are Paramount  
CF 39.7  
Video presentations highlighting the following events/programs were shown: Water Well 16 Groundbreaking; Paramount Al Fresco Dining and We Are Paramount

### **CITY COUNCIL PUBLIC COMMENT UPDATES**

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- CF 10.4  
City Manager Moreno responded to comments made by Raquel De Casas; Gerald Cerda; Gurdeep Kaur; Andrew Mondragon; Richard Griffin; Kirian Perez; Jose De Leon; and Alfredo Banuelos at the July 7, 2020 City Council meeting.

### **PUBLIC COMMENTS**

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- CF 10.3  
The following individuals addressed the City Council and provided public comments via teleconference: Raquel De Casas; Jaime Lopez; Gerald Cerda; and Alfredo Banuelos. Additionally, the following individual provided written public comments via e-mail: Rodolfo Cortes Barragan.

### **CONSENT CALENDAR**

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It was moved by Councilmember Aguayo and seconded by Councilmember Guillen to approve the consent calendar items as shown below. The motion passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos  
NOES: None  
ABSENT: Mayor Lemons  
ABSTAIN: None

3. APPROVAL OF MINUTES  
July 7, 2020  
Approved
4. APPROVAL  
Register of Demands  
CF 47.2  
Approved
5. RECEIVE AND FILE  
Treasurer's Report for  
the Quarter Ending June  
30, 2020  
CF 47.3  
Received and filed
6. ORDINANCE NO. 1131  
(Adoption)  
Approving Zoning  
Ordinance Text  
Amendment No. 17,  
Establishing Regulations  
for Art in Public Places  
on Private Land Citywide  
CF 39.10; 109 ZOTA 17  
Waived further reading and Adopted
7. RESOLUTION NO.  
20:025  
Appointing Rafael  
Casillas as City Engineer  
CF 36  
Waived further reading and Adopted
8. APPROVAL  
Strategies Against Gang  
Environments (SAGE)  
Program One-Year  
Extension Agreements  
for Fiscal Years 2019-  
2020 and 2020-2021  
CF 60.6; 43.748  
Approved

## **NEW BUSINESS**

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9. ORAL REPORT  
Unity in the Community  
Planning Efforts  
CF 62.38

Mr. Tony Warfield presented a PowerPoint presentation providing an overview of the planning efforts related to an upcoming series of discussions, moderated by a committee of local community leaders, designed to provide a forum for Paramount residents of all ages and backgrounds to share their concerns and come up with solutions to attain Unity in the Community.

Councilmember Aguayo commented that she is looking forward to seeing this initiative move forward.

Councilmember Cuellar Stallings expressed appreciation the planning committee for their efforts in moving this initiative forward.

In response to Vice Mayor Olmos regarding meeting logistics, Mr. Warfield commented that the first meeting will be held as a virtual panel discussion given the current COVID-19 restrictions. City Manager Moreno commented that the Committee will accept written and e-mail comments submitted one week prior to the first meeting to help guide the discussion and the meeting will be broadcast live on the City's YouTube channel.

10. RESOLUTION NO.  
20:026  
Supporting All Federal,  
State, and County  
Legislation that will  
Prevent Evictions and  
Foreclosures to the  
Residents of the City of  
Paramount Resulting  
from the COVID19  
Pandemic  
CF 58

Assistant City Manager Vialpando gave the report and presented a PowerPoint presentation.

In response to Vice Mayor Olmos regarding the status of the educational campaign to advise residents of these rent and mortgage assistance resources, Assistant City Manager Vialpando commented that the City will continue to promote these resources to renters and homeowners through its website and various social media outlets.

It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Aguayo to read by title only and adopt Resolution No. 20:026, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SUPPORTING ALL FEDERAL, STATE, AND COUNTY LEGISLATION THAT WILL PREVENT EVICTIONS AND

FORECLOSURES TO THE RESIDENTS OF THE CITY OF PARAMOUNT RESULTING FROM THE COVID-19 PANDEMIC.” The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos  
NOES: None  
ABSENT: Mayor Lemons  
ABSTAIN: None

11. CONSIDERATION  
Street Racing  
Ordinances

- a) ORDINANCE NO.  
1134 (Introduction)  
Adding Article XI to  
Chapter 29 of the  
Paramount Municipal  
Code Establishing  
the Forfeiture of  
Nuisance Vehicles  
Engaged in Motor  
Vehicle Speed  
Contests or  
Exhibitions of Speed  
CF 79.20

City Attorney Cavanaugh gave the report and presented a PowerPoint presentation providing a detailed review of the proposed ordinance. He noted the following minor corrections to the proposed ordinance upon consultation with the Deputy District Attorney:

**Section 29-51(c) – Change forfeiture proceeding notification period from three (3) days to two (2) days:**

“...the Public Safety Director shall, within *two (2) days* of the vehicle’s seizure, send a notice of seizure to the legal owner at his or her address appearing on the records of the Department of Motor Vehicles of this or any other state or any appropriate federal agency”

**Section 29-51(d) – Change timing requirement for post-seizure hearing from three (3) days to two (2) days:**

“The post-seizure hearing shall be conducted within *two (2) days* of the request.”

**Section 29-64(a)(3) - Add to the following language at the end of the sentence:**

“; *provided, however, that any overtime costs incurred by local law enforcement resulting from such enforcement of this Article will be reimbursed to the City,*”

In response to Councilmember Guillen, City Attorney Cavanagh stated that if the ordinance is introduced tonight and presented for second reading and at the next meeting, the ordinance would go into effect 30 days after that.

Also in response to Councilmember Guillen, City Attorney Cavanaugh explained that the ordinance includes a provision whereby in a situation where another member of a household uses a vehicle in such a manner to cause it to be the subject of forfeiture proceedings, the vehicle may be returned to the registered owner under a stipulation agreement so as not to cause undue harm to the registered owner.

Councilmember Guillen further commented that it is important that the ordinance contains proper due process and that it is clear to residents that the ordinance is enforced against property not persons. She also expressed the importance of an outstanding educational campaign.

City Manager Moreno stated that staff plans to implement an extensive educational campaign regarding the ordinance.

Discussion ensued concerning the timeline for implementation of the ordinance and the importance of developing a comprehensive educational campaign to advise residents of the this new law. City Manager Moreno proposed the following timeline for implementation:

- Introduction: August 4;
- Adoption: August 18;
- Begin educational campaign immediately after adoption;
- Effective Date: September 18; and
- Implementation beginning October 1

Councilmember Guillen suggested that the educational campaign include mailers and banners in addition to digital communication. Following discussion, the City Council concurred on the proposed timeline with implementation to begin on September 18.

It was moved by Councilmember Guillen and seconded by Councilmember Cuellar Stallings to read by title only, waive further reading, introduce Ordinance No. 1134, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADDING ARTICLE XI TO CHAPTER 29 OF THE PARAMOUNT MUNICIPAL CODE ESTABLISHING THE FORFEITURE OF NUISANCE VEHICLES ENGAGED IN MOTOR VEHICLE SPEED CONTESTS OR EXHIBITIONS OF SPEED.," as amended and place it on the next agenda for adoption. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos  
NOES: None  
ABSENT: Mayor Lemons  
ABSTAIN: None

- b) ORDINANCE NO.  
1135 (Introduction)  
Adding Article XII to  
Chapter 29 of the  
Paramount Municipal  
Code Prohibiting  
Spectators at Illegal  
Motor Vehicle Speed  
Contests and  
Exhibitions of Speed  
CF 79.21

City Attorney Cavanaugh gave the report and presented a PowerPoint presentation providing a detailed review of the proposed ordinance. He noted the following minor corrections to the proposed ordinance:

**Section 29-82(b) - Add to the following language at the end of the sentence:**

*“; however, a court may determine that the offense is an infraction in which the case shall proceed as if the defendant has been arraigned on an infraction complaint.”*

**Section 29-82(c) – Change to:**

*“Local law enforcement shall also have the authority to cite any spectator in violation of this Article with an administrative citation.”*

**Section 29-82(d) – Change distance in both references to within 500 feet:**

*“An individual is present at the illegal motor vehicle speed contest or exhibition of speed if that individual is within five hundred (500) feet of the location of the*



event, or within *five hundred (500)* feet of the location where preparations are being made for the event.”

In response to Councilmember Guillen, City Attorney Cavanaugh clarified that the intent of the ordinance is to focus on the individual spectators but if their vehicle is illegally parked, it could be subject to citation or towing for illegal parking, but would not be subject to forfeiture.

In response to Councilmember Aguayo, City Manager Moreno confirmed that this ordinance would be part of the education campaign along with Ordinance No. 1134 discussed previously.

It was moved by Councilmember Cuellar Stallings and seconded by Guillen to read by title only, waive further reading, introduce Ordinance No. 1135, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADDING ARTICLE XII TO CHAPTER 29 OF THE PARAMOUNT MUNICIPAL CODE PROHIBITING SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS AND EXHIBITIONS OF SPEED.," as amended and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos

NOES: None

ABSENT: Mayor Lemons

ABSTAIN: None

12. PUBLIC HEARING  
ORDINANCE NO. 1132  
(Introduction)  
Amending Ordinance  
No. 178, the  
Comprehensive Zoning  
Ordinance, Approving  
Zone Change No. 235,  
Changing the Official  
Zoning Map of the City of  
Paramount from M-1  
(Light Manufacturing) to  
PD-PS (Planned

Planning Director Carver gave the report and presented a PowerPoint presentation.

Vice Mayor Olmos opened the public hearing and asked if there was anyone wishing to testify.

There being no one wishing to testify, it was moved by Councilmember Guillen and seconded by Councilmember Aguayo to close the public hearing. The motion was passed by the following roll call vote:

Development with  
Performance  
Standards)/Single-  
Family Residential to  
Allow for the  
Development of Ten  
Single-Family Homes at  
6500-6510 Alondra  
Boulevard in the City of  
Paramount  
CF 109.235

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos  
NOES: None  
ABSENT: Mayor Lemons  
ABSTAIN: None

Councilmember Guillen asked if the City has any requirements that would mandate the developer to include a certain number of affordable housing units when such a development is proposed. In response, Planning Director Carver stated that at this time, the City has not adopted an inclusionary housing ordinance including such a mandate. Councilmember Guillen suggested that in the future, developers be asked to include a certain number of affordable units. Vice Mayor Olmos suggested that staff provide information at a future meeting as to how such an objective may be accomplished.

It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Guillen to read by title only, waive further reading, introduce Ordinance No. 1132, "AN ORDINANCE OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 235, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-1 (LIGHT MANUFACTURING) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/SINGLE-FAMILY RESIDENTIAL TO ALLOW FOR THE DEVELOPMENT OF TEN SINGLE-FAMILY HOMES AT 6500-6510 ALONDRA BOULEVARD IN THE CITY OF PARAMOUNT.," and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos  
NOES: None  
ABSENT: Mayor Lemons  
ABSTAIN: None

13. PUBLIC HEARING  
ORDINANCE NO. 1133  
(Introduction)  
Approving Development  
Agreement No. 20-1 with  
Dwayne  
DeRose/DeRose Co,  
LLC dba DeRose  
Displays for the  
Construction,  
Installation, and  
Operation of a Freeway-  
Oriented Digital Billboard  
on Vacant Land North of  
Rosecrans Avenue,  
between the Los  
Angeles River and 710-  
Freeway [Assessor  
Parcel Number 6236-  
035-013] in the M-2  
(Heavy Manufacturing)  
Zone  
CF 93; 108: Bil
- Planning Director Carver gave the report and presented a PowerPoint presentation.
- Vice Mayor Olmos opened the public hearing and asked if there was anyone wishing to testify.
- City Clerk Luce read a comment submitted via e-mail by Travis DeRose on behalf of the developer.
- There being no further testimony, it was moved by Councilmember Aguayo and seconded by Councilmember Guillen to close the public hearing. The motion was passed by the following roll call vote:
- AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos
- NOES: None
- ABSENT: Mayor Lemons
- ABSTAIN: None
- It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Aguayo to read by title only, waive further reading, introduce Ordinance No. 1133, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING DEVELOPMENT AGREEMENT NO. 20-1 WITH DWAYNE DEROSE/DEROSE CO, LLC DBA DEROSE DISPLAYS FOR THE CONSTRUCTION, INSTALLATION, AND OPERATION OF A FREEWAYORIENTED DIGITAL BILLBOARD ON VACANT LAND NORTH OF ROSECRANS AVENUE, BETWEEN THE LOS ANGELES RIVER AND 710- FREEWAY [ASSESSOR PARCEL NUMBER 6236-035-013] IN THE M-2 (HEAVY MANUFACTURING) ZONE." and place it on the next regular agenda for adoption. The motion was passed by the following roll call vote:
- AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos
- NOES: None
- ABSENT: Mayor Lemons
- ABSTAIN: None

Finally, It was moved by Councilmember Guillen and seconded by Councilmember Cuellar Stallings to adopt the Mitigated Negative Declaration prepared in consideration of this project. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos

NOES: None

ABSENT: Mayor Lemons

ABSTAIN: None

14. AWARD OF  
CONTRACT  
Professional Services to  
Prepare the Housing  
Element, Health and  
Safety Element, and  
Environmental Justice  
Element of the  
Paramount General Plan  
CF 43.1115

Assistant Planning Director King gave the report and presented a PowerPoint presentation.

Councilmember Guillen asked if this firm will set goals and objectives to address air quality in the City as part of this project. In response, Assistant Planning Director King explained that direction is provided by the City Council and part of the process will involve addressing air quality issues. Councilmember Guillen also suggested implementing an inclusionary housing ordinance as part of the housing element update.

Discussion ensued concerning the timeline for the project and the opportunity for community/stakeholder engagement.

It was moved by Councilmember Guillen and seconded by Councilmember Cuellar Stallings to award the contract for professional services for preparation of the Housing Element, Health and Safety Element and Environmental Justice Element of the Paramount General Plan to Moore Iacofano Goltsman, Inc. (MIG) in the amount of \$165,900, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos

NOES: None

ABSENT: Mayor Lemons

ABSTAIN: None

15. REPORT Public Works Director Figueroa gave the report and presented a PowerPoint presentation
- Stormwater Management – Watershed Management and Coordinated Integrated Monitoring Programs
- a) APPROVAL It was moved by Councilmember Guillen and seconded by Councilmember Aguayo to approve the Second Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA) for Administration and Cost Sharing to Prepare and Implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Lower Los Angeles River (LLAR) Watershed. The motion was passed by the following roll call vote:
- Second Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA) for Administration and Cost Sharing to Prepare and Implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Lower Los Angeles River (LLAR) Watershed  
CF 43.985
- AYES: Councilmembers Aguayo, Guillen, Cuellar Stallings; and Vice Mayor Olmos
- NOES: None
- ABSENT: Mayor Lemons
- b) APPROVAL It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Guillen to approve the Second Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA) for Administration and Cost Sharing to Prepare and Implement a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Los Cerritos Channel (LCC) Watershed. The motion was passed by the following roll call vote:
- Second Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (JPA) for Administration and Cost Sharing to Prepare and Implement a

- |  |  |
|--|--|
| Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Los Cerritos Channel (LCC) Watershed CF 43.984   | AYES: Councilmembers Aguayo, Guillen, Cuellar Stallings; and Vice Mayor Olmos<br>NOES: None<br>ABSENT: Mayor Lemons  |
| 16. AWARD OF CONTRACT<br>Paramount Pool Replaster and Deck Repairs – Approval of an Agreement with Jones and Madhavan to Provide Professional Design Services (City Project No. 9051)<br>CF 96 2020 CIP 9051 | Public Works Director Figueroa gave the report<br><br>It was moved by Councilmember Aguayo and seconded by Councilmember Cuellar Stallings to award the contract for the Paramount Pool Replaster and Deck Repairs Project (City Project No. 9051) to Jones and Madhavan in the amount of \$58,000, and authorize the Mayor or her designee to execute the agreement. The motion was passed by the following roll call vote:<br><br>AYES: Councilmembers Aguayo, Guillen, Cuellar Stallings; and Vice Mayor Olmos<br>NOES: None<br>ABSENT: Mayor Lemons  |
| 17. RECEIVE AND FILE Proposed Legislative Position Process<br>CF 58  | Assistant City Manager Vialpando gave the report and presented a PowerPoint presentation explaining the proposed legislative position process.<br><br>Councilmember Guillen commented that she is opposed to the proposed legislative platform process because she wants to have a voice in these matters.<br><br>Vice Mayor Olmos commented that she is not against the proposed process but she would like each Councilmember to have an opportunity to review the correspondence before it goes out to ensure each councilmember has a voice.<br><br>In response to Vice Mayor Olmos' suggestion that each councilmember review the letter, City Attorney Cavanaugh commented that he would need to research that option to ensure there is no Brown Act violation. |

Discussion ensued concerning the proposed process and the opportunity for councilmember input in the process.

It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Aguayo to receive and file this report and continue consideration of this item to a future City Council meeting. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos  
NOES: None  
ABSENT: Mayor Lemons

18. CONSIDERATION  
Proposed 2021 City  
Special and Holiday  
Events Schedule  
CF 39

City Manager Moreno suggested that the City Council continue consideration of this item to a future City Council meeting.

It was moved by Councilmember Guillen and seconded by Councilmember Cuellar Stallings to continue consideration of this item to a future City Council meeting. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; and  
Vice Mayor Olmos  
NOES: None  
ABSENT: Mayor Lemons

**COMMENTS/COMMITTEE REPORTS**

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**Councilmembers**

Councilmember Aguayo commented that she agrees with Councilmember Guillen on the suggestion to look into incorporating affordable housing mandates where possible.

Councilmember Guillen expressed appreciation to staff for their efforts in getting information out on the rent/mortgage assistance programs and for providing the air quality readings she requested in a timely manner. She request extra patrol for the four-way

stop at the intersection of Monroe and Vermont because it was reported to her that drivers are racing down the street and not stopping at the stop sign. Lastly, she suggested that when a response is provided to someone who brings up an issue, the response should not discredit the reporting party.

Councilmember Cuellar Stallings reported that she and Vice Mayor Olmos participated in a census caravan through 14 cities and thanked those involved for their hospitality and warm welcome. She also expressed appreciation to the Sheriff's Department for the extra patrols at the stop sign at Madison and Georgia.

Vice Mayor Olmos commented that the Al Fresco dining program is being well received by residents and suggested that the City look into keeping it as an option, post-pandemic. She also mentioned that she participated in the census caravan and thanked staff for welcoming the other cities. Lastly, she reminded residents that the census concludes in September and encouraged residents to complete the census.

### **Staff**

City Manager Moreno provided an update on the Al Fresco dining program stating that to date, 13 permits have been issued for outdoor dining. He also noted that staff has processed four permits for outdoor personal services.

He further reported that the LA Regional Food Bank will be hosting a food giveaway this Thursday at the Paramount Drive In Theater.

Lastly, he thanked Public Safety staff for their efforts in addressing homelessness and noted that the latest homeless count numbers showed a 20% decrease in homelessness in Paramount.

### **ADJOURNMENT**

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There being no further business to come before the City Council, Vice Mayor Olmos adjourned the meeting in memory of Dee Myers, Esther Hernandez



and the nine Unites States Marines from Camp Pendleton tragically killed during a training exercise at 10:01 p.m. to a meeting on August 18, 2020 at 5:00 p.m.

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Peggy Lemons, Mayor

ATTEST:

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Heidi Luce, City Clerk



## **PRESENTATIONS**

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1. PROCLAMATION National Senior Citizens Day – August 21, 2020 On behalf of the City Council, Mayor Lemons presented a Proclamation declaring August 21, 2020 National Senior Citizens Day in the City of Paramount

## **CONSENT CALENDAR**

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It was moved by Vice Mayor Olmos and seconded by Councilmember Aguayo to approve the consent calendar items as shown below. The motion passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; Vice Mayor Olmos;  
and Mayor Lemons

NOES: None

ABSENT: None

ABSTAIN: None

2. ORDINANCE NO. 1134 (Adoption) Adding Article XI to Chapter 29 of the Paramount Municipal Code Establishing the Forfeiture of Nuisance Vehicles Engaged in Motor Vehicle Speed Contests or Exhibitions of Speed Waived further reading and Adopted
3. ORDINANCE NO. 1135 (Adoption) Adding Article XII to Chapter 29 of the Paramount Municipal Code Prohibiting Spectators at Illegal Motor Vehicle Speed Contests and Exhibitions of Speed Waived further reading and Adopted

## **NEW BUSINESS**

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4. ORAL REPORT  
Metro Update Regarding  
West Santa Ana Branch  
Light Rail Project

On behalf of LA Metro, Meghna Khanna, Project Manager and John Gordon, Systems Security and Law Enforcement provided an update and PowerPoint presentation regarding the West Santa Ana Branch Light Rail Project which will connect southeast Los Angeles County to downtown Los Angeles through a 19-mile light rail corridor with a proposed transit station in the City of Paramount.

In response to Vice Mayor Olmos, Mr. Gordon commented that Metro is open to having dialogue with the City to address safety issues as the project moves forward.

Councilmember Guillen commented that ECO Rapid Transit has created a subcommittee to specifically address safety issues related to this project and will work with Metro to implement the safety measures they have identified that will impact the community.

In response to Mayor Lemons regarding the varying noise levels produced by different trains, Ms. Khanna commented that Metro will be implementing various measures to address noise related issues and will work with the City to address any noise issues as the project moves forward.

5. REPORT  
Proposed Mini-Pitch  
Soccer Court at Dills  
Park

Community Services & Recreation Director Johnson gave the report and presented a PowerPoint presentation.

City Clerk Luce read the e-mail comment submitted by Paramount resident, Biviano Favela expressing concern regarding potential parking issues this amenity may create if approved.

Paramount resident, Eddie Cruz addressed the City Council to express concern regarding potential traffic impacts this amenity may create if approved.

Discussion ensued concerning the engagement efforts taken to assess community concerns, features of the proposed mini-pitch soccer court and park hours.

In response to Vice Mayor Olmos regarding potential parking issues at the location, Community Services & Recreation Director Johnson commented that this amenity will simply replace an existing amenity, so there may not be any additional parking impacts.

Public Safety Director Lopez further commented that this area could be considered for the City's residential preferential parking program if it meets the criteria and public safety could also implement a public education campaign to address parking related issues.

In response to Councilmember Guillen regarding programming, Community Services & Recreation Director Johnson commented that the area has historically been used by organized soccer groups but the intent of the new mini-pitch soccer court is to make it an amenity primarily available to the neighborhood and organized soccer would not be programmed to use it.

Mayor Lemons commented that she views this proposal as an upgrade to an existing facility for neighborhood use and since it is not scheduled to be programmed for organized soccer use, it may not create additional parking impacts.

Discussion ensued concerning the possibility of implementing a resident permit parking program in the area and the locations such a program may be implemented.

Vice Mayor Olmos suggested implementing a program to control use of the fields.

Community Services & Recreation Director Johnson commented that staff could implement a process to limit use to be monitored by staff. Additionally, Public Safety Director Lopez commented that they could use Community Service Officers to implement an education and enforcement program.

In response to Mayor Lemons' suggestion to do further public outreach on this item, Community Services and Recreation Director commented that the deadline for acceptance of the grant doesn't allow for additional outreach.

- a) APPROVAL  
Allocation of Capital Improvement Program Reserve Funds for Construction of a Concrete Pad for the Development of a Mini-Pitch Soccer Court at Dills Park

It was moved by Councilmember Cuellar Stallings and seconded by Vice Mayor Olmos to approve the allocation of Capital Improvement Program Reserve Funds in the amount of \$149,240 for construction of a concrete pad for the development of a mini-pitch soccer court at Dills Park; and direct staff to implement a strategy to address time use and parking in the area. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen, Cuellar Stallings; Vice Mayor Olmos; and Mayor Lemons

NOES: None

ABSENT: None

ABSTAIN: None

- b) APPROVAL  
Agreement for Acceptance of Grant Funds from the U.S. Soccer Foundation for the Development of a Mini-Pitch Soccer Court at Dills Park

It was moved by Councilmember Cuellar Stallings and seconded by Vice Mayor Olmos to approve the agreement for acceptance of grant funds from the U.S. Soccer Foundation for the development of a mini-pitch soccer court at Dills Park. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen, Cuellar Stallings; Vice Mayor Olmos; and Mayor Lemons

NOES: None

ABSENT: None

ABSTAIN: None

6. ORAL REPORT  
2020 Fourth of July After-Action Report quarterly

Public Safety Director Lopez gave the report and presented a PowerPoint presentation which provided a comprehensive analysis of this year's Fourth of July education and enforcement campaign.

7. PUBLIC HEARING  
Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funding Fiscal Year 2020

Public Safety Director Lopez reported and presented a PowerPoint presentation.

Mayor Lemons opened the public hearing.

Mayor Lemons asked if there was anyone wishing to provide testimony regarding this item. There being no public testimony, it was moved by Vice Mayor Olmos and seconded by Councilmember Aguayo to close the public hearing. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; Vice Mayor Olmos;  
and Mayor Lemons  
NOES: None  
ABSENT: None  
ABSTAIN: None

It was moved by Councilmember Cuellar Stallings and seconded by Councilmember Guillen to authorize the use of the grant funds to purchase one License Plate Reader (LPR) XL Premium Speed Trailer. The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; Vice Mayor Olmos;  
and Mayor Lemons  
NOES: None  
ABSENT: None  
ABSTAIN: None

8. APPROVAL  
Agreement with the Los Angeles County Registrar-Recorder/County Clerk for Placement of a 24-Hour Vote-by-Mail Ballot Drop Box at Paramount Community Center

City Clerk Luce gave the report and presented a PowerPoint presentation.

In response to Vice Mayor Olmos, City Clerk Luce clarified that the County will be installing a second 24-Hour Vote-by-Mail Ballot Drop Box at the Paramount Library.

It was moved by Vice Mayor Olmos and seconded by Councilmember Aguayo to approve the Vote Center Facility Drop Box Use Agreement with the Los Angeles County Registrar-Recorder/County Clerk for Placement of a 24-Hour Vote-by-Mail Ballot Drop Box at the Paramount Community Center and authorize the City Manager or his designee to execute the agreement.

The motion was passed by the following roll call vote:

AYES: Councilmembers Aguayo, Guillen,  
Cuellar Stallings; Vice Mayor Olmos;  
and Mayor Lemons  
NOES: None  
ABSENT: None  
ABSTAIN: None

## **COMMENTS/COMMITTEE REPORTS**

### **Councilmembers**

Vice Mayor Olmos praised staff for the most recent edition of ***Around Town***, specifically noting appreciation for the complete list of City contact numbers. She suggested that the City also create a magnet containing the City contact information to provide residents.

Additionally, Vice Mayor Olmos reported that Sheriff Villanueva gave a presentation at the recent California Contract Cities board meeting providing an overview of the new Model Engagement Program. She also reminded Council of CCCA's upcoming Fall Education Summit.

Councilmember Aguayo reminded residents to drink plenty of water and check on elderly neighbors as the heat wave continues. She also wished the teachers, students and administrator well as the new school year begins in these trying times. Lastly, she reminded residents to complete the census.

Councilmember Guillen urged residents to support the City's outdoor restaurants during these challenging times; and reminded everyone to be diligent in washing their hands and wearing face masks. She also reminded residents of the County's rental assistance program. Lastly, she thanked those involved in the recent food give-a-way and suggested scheduling an automated call to remind residents prior to the next event.



Councilmember Cuellar Stallings thanked those involved in the recent successful food give-a-way. She wished Paramount Unified School District a good year under these challenging circumstances and reminded residents to complete the census.

Mayor Lemons reported that the Los Angeles County Sanitation District is analyzing data to help determine trends in the spread of COVID-19 compared to CDC data.

Additionally, she thanked Vice Mayor Olmos and Councilmembers Aguayo and Cuellar Stallings for assisting with the food give-a-way. Lastly, she reminded residents that the Unity in the Community Discussion is scheduled for Saturday at 10:00 a.m.

### **Staff**

City Manager Moreno provided an update on the City's rental/mortgage assistance programs stating that of the 50 available, 27 mortgage assistance grants were issued and the remainder of the funds available will be repurposed for rental assistance which to date, for the 50 grants available, staff has received 68 applications. Lastly, he noted that for the 21 business relief program grants, staff received 23 applications and staff is pursuing options to fulfill the remaining two.

Regarding the census, he reported that staff is scheduling billboard advertising and census caravans will be conducted in the near future.

Lastly, he reminded residents that the Unity in the Community discussion will take place this Saturday and will be live streamed on the City's YouTube Channel.

### **ADJOURNMENT**

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There being no further business to come before the City Council, Mayor Lemons adjourned the meeting at 7:12 p.m. to a meeting on September 1, 2020 at 6:00 p.m.

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Peggy Lemons, Mayor

ATTEST:

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Heidi Luce, City Clerk

SEPTEMBER 1, 2020

REGISTER OF DEMANDS  
PARAMOUNT CITY COUNCIL

MOTION IN ORDER:  
APPROVE THE PARAMOUNT CITY COUNCIL REGISTER OF DEMANDS.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
August 31, 2020  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
316682	999 FOR KIDS PROGRAM	1,000.00	CP - COMMUNITY ORGANIZATION FUNDING
	Vendor Tota	<b>1,000.00</b>	
316525	A & G FENCE AND SUPPLY SALES	44,873.00	CIP - VILLAGE PARK SECURITY IMP
	Vendor Tota	<b>44,873.00</b>	
316636	A Y NURSERY, INC.	114.19	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>114.19</b>	
316699	A. NESSA LLC	21.58	WTR DEP REF - 13946 FACADE
	Vendor Tota	<b>21.58</b>	
316537	ACTIVE NETWORK, LLC	3,000.00	PW - ACTIVE NET DATABASE
316560		500.25	PW - ACTIVNET DEBIT PIN PAD
		35.38	PW - ACTIVENET FEE (6/1 - 6/7)
		35.22	PW - ACTIVENET FEE (6/1 - 6/7)
	Vendor Tota	<b>3,570.85</b>	
316871	ADMINISTRATIVE SERVICES CO-OP	2,398.61	CSR - TAXI TRANSIT SVCS (7/20)
		1,052.40	CSR - TAXI TRANSIT SVCS (COVID-19) 7/20
	Vendor Tota	<b>3,451.01</b>	
316561	ADVANCE ELEVATOR, INC	300.00	PW - ELEVATOR MNTC (8/20)
	Vendor Tota	<b>300.00</b>	
316821	ADVANCED AQUATIC TECHNOLOGY	975.00	PW - CIVIC CENTER FOUNTAIN MNTC (8/20)
	Vendor Tota	<b>975.00</b>	
316700	AFFORDABLE BUILT CONSTRUCTION	2,450.00	PL - RES REHAB (7403 WALNUT)
		2,404.00	PL - RES REHAB (7403 WALNUT)
		2,103.00	PL - RES REHAB (15354 PERILLA)
316740		2,983.50	PL - RES REHAB (15937 GEORGIA)
	Vendor Tota	<b>9,940.50</b>	
316479	AGUILAR, RITA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316526	AIRGAS	105.29	PW - WATER OPER MNTC SUPPLIES
316637		89.13	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>194.42</b>	
316527	AKM CONSULTING ENGINEERS, INC	10,396.00	CIP - WELL #16 CONSTRUCTION MGMT (6/20)
	Vendor Tota	<b>10,396.00</b>	
316471	ALL CITIES LOCK & SAFE	109.77	PS - EQUIPMENT MNTC SUPPLIES
	Vendor Tota	<b>109.77</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
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Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
316611	ALS GROUP USA, CORP	225.50	PW - WATER CHEMICAL TESTING
		135.00	PW - WATER CHEMICAL TESTING
		135.00	PW - WATER CHEMICAL TESTING
		126.00	PW - WATER CHEMICAL TESTING
		126.00	PW - WATER CHEMICAL TESTING
		126.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
316841		1,600.00	PW - WATER CHEMICAL TESTING
		225.50	PW - WATER CHEMICAL TESTING
		148.50	PW - WATER CHEMICAL TESTING
		135.00	PW - WATER CHEMICAL TESTING
		130.50	PW - WATER CHEMICAL TESTING
		130.50	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
		72.00	PW - WATER CHEMICAL TESTING
	Vendor Tota	<b>3,747.50</b>	
316701	ALVAREZ	28.13	WTR DEP REF - 15307 GUNDRY #1/2
	Vendor Tota	<b>28.13</b>	
316702	AMAR, YALONDA L	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316822	AMINU, SAMSON	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316703	ARAMARK UNIFORM SERVICES, INC.	226.69	CSR - LAUNDRY SVCS (7/22)
	Vendor Tota	<b>226.69</b>	
316562	ARMS DEVELOPMENT AND DESIGN	548.82	BUILDING PERMIT REFUND (ARMS DEV)
	Vendor Tota	<b>548.82</b>	
316494	ARTESIA FERTILIZER	300.00	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>300.00</b>	
316513	AT & T	121.60	GEN - CLRWTR INTERNET (7/20)
316514		53.50	GEN - SPLASH PAD INTERNET (7/20)
316612		96.30	GEN - COM CTR INTERNET (8/20)
316799		52.05	GEN - PARAMOUNT POOL INTERNET (8/20)
316638		5,658.56	GEN - TELEPHONE SERVICE (7/20)
		1,074.57	PW - WATER SYSTEM SERVICE (7/20)
	Vendor Tota	<b>7,056.58</b>	
316563	AT&T MOBILITY	32.46	CSR - CELLULAR SERVICE (7/20)
		855.22	CSR - STAR CELLULAR SERVICE (7/20)
316741		44.67	PW - CELLULAR SERVICE (7/20)
		44.67	FIN - CELLULAR SERVICE (7/20)
	Vendor Tota	<b>977.02</b>	
316495	ATKINSON, ANDELSON, LOYA	408.00	HR - LEGAL SVCS (6/20)
		442.00	HR - COLLECTIVE BARGAINING SVCS (6/20)
316842		1,334.00	HR - LEGAL SVCS (7/20)
		272.00	HR - COLLECTIVE BARGAINING SVCS (7/20)
	Vendor Tota	<b>2,456.00</b>	
316480	AVALOS	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
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Check Number	Vendor Name	Amount	Description
316804	BACKFLOW APPARATUS & VALVE	1,003.28	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>1,003.28</b>	
316742	BALANDRAN, MARTHA	10.00	ENP EXCURSION REFUND (BALANDRAN)
		2.25	ENP EVENT REFUND (BALANDRAN)
	Vendor Tota	<b>12.25</b>	
316639	BARR COMMERCIAL DOOR REPAIR	388.00	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>388.00</b>	
316743	BARRINGER, ALMA	17.00	ENP EXCURSION REFUND (BARRINGER)
	Vendor Tota	<b>17.00</b>	
316538	BARTEL ASSOCIATES, LLC	552.00	FIN - OPEB VALUATION (6/30/19)
	Vendor Tota	<b>552.00</b>	
316564	BEIGHTON, DAVE	1,750.00	PS - DETECTIVE SPECIALIST (7/18 - 7/31)
316805		1,700.00	PS - DETECTIVE SPECIALIST (8/1 - 8/14)
	Vendor Tota	<b>3,450.00</b>	
316843	BENITEZ, MARIA INES	15.00	ENP EXCURSION REFUND (BENITEZ)
		3.25	ENP EVENT REFUND (BENITEZ)
		2.25	ENP EVENT REFUND (BENITEZ)
	Vendor Tota	<b>20.50</b>	
316565	BISHOP COMPANY	122.93	PW - LANDSCAPE MNTC SUPPLIES
316640		503.99	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>626.92</b>	
316566	BRIGHTVIEW LANDSCAPE	2,920.00	PW - LANDSCAPE MNTC SVCS
316641		21,532.44	PW - LANDSCAPE MNTC SVCS (8/20)
		150.00	PW - LANDSCAPE MNTC (SOMERSET) - 8/20
		300.00	PW - LANDSCAPE MNTC (STATION) - 8/20
		2,000.00	PW - LANDSCAPE MNTC (DOWNTOWN) - 8/20
		7,637.00	PW - MEDIAN MNTC SVCS (8/20)
		1,667.50	PW - DILLS PARK MNTC SVCS (8/20)
		3,248.45	PW - PARAMOUNT PARK MNTC SVCS (8/20)
316806		2,133.33	PW - HOMELESS CLEAN-UP SVCS
		1,976.06	PW - LANDSCAPE MNTC SVCS
		1,621.32	PW - LANDSCAPE MNTC SVCS
		1,464.76	PW - LANDSCAPE MNTC SVCS
		1,464.76	PW - LANDSCAPE MNTC SVCS
	Vendor Tota	<b>48,115.62</b>	
316539	BROWN BOLT & NUT CORP.	70.12	PW - FACILITY MNTC SUPPLIES
		67.89	PW - FACILITY MNTC SUPPLIES
316642		70.12	PW - FACILITY MNTC SUPPLIES
		12.16	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>220.29</b>	
316643	BRYAN EXHAUST SERVICE, INC	1,425.00	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>1,425.00</b>	
316613	BUCKNAM & ASSOCIATES, INC	15,704.40	CIP - WELL #16 PROGRAM MGMT (7/20)
	Vendor Tota	<b>15,704.40</b>	
316644	BUD'S EQUIPMENT SERVICE	4,032.50	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>4,032.50</b>	
316844	C J CONCRETE CONSTRUCTION,	106,884.00	PW - SIDEWALK CONCRETE MNTC (FY2021)
	Vendor Tota	<b>106,884.00</b>	
316567	CALIF PARK & RECREATION (CPRS)	170.00	PW - CPRS MEMBERSHIP (AF)
	Vendor Tota	<b>170.00</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
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Check Number	Vendor Name	Amount	Description
316568	CALIFORNIA AQUATIC THERAPY	5,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	<b>5,000.00</b>	
316614	CALIFORNIA JPIA	63,773.00	GEN - PROPERTY INSURANCE (FY21)
		7,937.00	GEN - PROPERTY INSURANCE (WELL#15) FY21
		16,933.00	GEN - EARTHQUAKE INSURANCE(WELL#15)FY21
		2,198.00	GEN - MECHANICAL BREAKDOWN (FY21)
		3,607.00	GEN - CJPIA ADMIN/APPRAISAL FEE (FY21)
	Vendor Tota	<b>94,448.00</b>	
14047	CALIFORNIA PUBLIC EMPLOYEES'	40,291.36	PERS RETIREMENT - PPE 7/17
14048		2,864.42	PERS RETIREMENT - CC 7/20
14049		9,399.14	PERS RETIREMENT - PPE 7/17
14050		497.46	PERS RETIREMENT - CC 7/20
14068		96,212.01	MEDICAL INSURANCE (ACTIVE) - 8/20
		6,811.00	MEDICAL INSURANCE (RETIRED) - 8/20
		340.47	MEDICAL INSURANCE (ADMIN) - 8/20
14069		39,794.44	PERS RETIREMENT - PPE 7/31
14070		9,216.31	PERS RETIREMENT - PPE 7/31
14087		39,794.44	PERS RETIREMENT - PPE 8/14
14088		2,864.42	PERS RETIREMENT - CC 8/20
14089		9,223.04	PERS RETIREMENT - PPE 8/14
14090		497.46	PERS RETIREMENT - CC 8/20
	Vendor Tota	<b>257,805.97</b>	
316615	CALPERS LONG-TERM CARE PROGRAM	31.27	CALPERS LTC - PPE 7/31 (AF)
316823		31.27	CALPERS LTC - PPE 8/14 (AF)
	Vendor Tota	<b>62.54</b>	
316744	CARDENAS, MARIA	10.00	ENP EXCURSION REFUND (CARDENAS)
		2.25	ENP EVENT REFUND (CARDENAS)
	Vendor Tota	<b>12.25</b>	
316704	CASTRO, ROY	110.24	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>110.24</b>	
316645	CELEDON, MIGUEL	320.00	PW - GYM EQUIPMENT MNTC
	Vendor Tota	<b>320.00</b>	
316683	CERTIFIED INSPECTIONS & CODE	9,160.00	PL - PLAN CHECK SVCS (7/20)
	Vendor Tota	<b>9,160.00</b>	
316745	CERVANTES, CELIA	17.00	ENP EXCURSION REFUND (CERVANTES)
	Vendor Tota	<b>17.00</b>	
316481	CERVANTES, JOSE	167.69	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>167.69</b>	
316746	CERVANTES, RAFAEL	60.00	ENP EXCURSION REFUND (CERVANTES)
	Vendor Tota	<b>60.00</b>	
316705	CINDY'S JUMPERS, LLC	464.00	CSR - PORTABLE RESTROOM(COVID-19) - 8/6
	Vendor Tota	<b>464.00</b>	

**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
August 31, 2020  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description		
316528	CINTAS #053	43.32	PW - UNIFORM SVC (FACILITIES)		
		41.72	PW - UNIFORM SVC (LANDSCAPE)		
		25.21	PW - UNIFORM SVC (ROADS)		
		18.84	PW - UNIFORM SVC (WTR PROD)		
		37.58	PW - UNIFORM SVC (WTR DIST)		
		16.24	PW - UNIFORM SVC (WTR CUST SVC)		
		38.33	PW - UNIFORM SVC (FACILITIES)		
		41.72	PW - UNIFORM SVC (LANDSCAPE)		
		26.23	PW - UNIFORM SVC (ROADS)		
		18.84	PW - UNIFORM SVC (WTR PROD)		
		38.60	PW - UNIFORM SVC (WTR DIST)		
		16.24	PW - UNIFORM SVC (WTR CUST SVC)		
		38.80	PW - UNIFORM SVC (FACILITIES)		
		38.19	PW - UNIFORM SVC (LANDSCAPE)		
		30.05	PW - UNIFORM SVC (ROADS)		
		18.84	PW - UNIFORM SVC (WTR PROD)		
		37.58	PW - UNIFORM SVC (WTR DIST)		
		16.24	PW - UNIFORM SVC (WTR CUST SVC)		
		38.33	PW - UNIFORM SVC (FACILITIES)		
		41.72	PW - UNIFORM SVC (LANDSCAPE)		
		25.21	PW - UNIFORM SVC (ROADS)		
		18.84	PW - UNIFORM SVC (WTR PROD)		
		37.58	PW - UNIFORM SVC (WTR DIST)		
		16.24	PW - UNIFORM SVC (WTR CUST SVC)		
		38.80	PW - UNIFORM SVC (FACILITIES)		
		38.41	PW - UNIFORM SVC (LANDSCAPE)		
		25.21	PW - UNIFORM SVC (ROADS)		
		18.84	PW - UNIFORM SVC (WTR PROD)		
		37.58	PW - UNIFORM SVC (WTR DIST)		
		16.24	PW - UNIFORM SVC (WTR CUST SVC)		
		316845		38.80	PW - UNIFORM SVC (FACILITIES)
				185.74	PW - UNIFORM SVC (LANDSCAPE)
				25.53	PW - UNIFORM SVC (ROADS)
				18.84	PW - UNIFORM SVC (WTR PROD)
				37.58	PW - UNIFORM SVC (WTR DIST)
				16.24	PW - UNIFORM SVC (WTR CUST SVC)
				38.80	PW - UNIFORM SVC (FACILITIES)
				36.19	PW - UNIFORM SVC (LANDSCAPE)
				95.58	PW - UNIFORM SVC (ROADS)
				18.84	PW - UNIFORM SVC (WTR PROD)
37.58	PW - UNIFORM SVC (WTR DIST)				
16.24	PW - UNIFORM SVC (WTR CUST SVC)				
38.80	PW - UNIFORM SVC (FACILITIES)				
39.21	PW - UNIFORM SVC (LANDSCAPE)				
25.53	PW - UNIFORM SVC (ROADS)				
18.84	PW - UNIFORM SVC (WTR PROD)				
57.33	PW - UNIFORM SVC (WTR DIST)				
16.24	PW - UNIFORM SVC (WTR CUST SVC)				
38.80	PW - UNIFORM SVC (FACILITIES)				
55.20	PW - UNIFORM SVC (LANDSCAPE)				
25.42	PW - UNIFORM SVC (ROADS)				
18.84	PW - UNIFORM SVC (WTR PROD)				
38.60	PW - UNIFORM SVC (WTR DIST)				
16.24	PW - UNIFORM SVC (WTR CUST SVC)				
	Vendor Tota	<b>1,850.58</b>			
316846	CIT TECHNOLOGY FIN SERV, INC	175.90	PW - COPIER (8/20)		
	Vendor Tota	<b>175.90</b>			



**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
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Check Number	Vendor Name	Amount	Description
316616	CITY OF DOWNEY	125,897.00	PS - ANIMAL CONTROL SVCS (7/20 - 12/20)
		7,419.27	PS - SEAACA ADMIN (FY 2021)
	Vendor Tota	<b>133,316.27</b>	
316646	CITY OF LAKEWOOD	52.53	PW - LITIGATION FEES (7/20)
	Vendor Tota	<b>52.53</b>	
14052	CITY OF PARAMOUNT PAYROLL	575.51	NET PAYROLL - SPEC 7/31
14057		259,857.46	NET PAYROLL - PPE 07/31
14073		1,547.04	NET PAYROLL - SPEC 8/14
14077		258,341.63	NET PAYROLL - PPE 08/14
	Vendor Tota	<b>520,321.64</b>	
316472	CITY OF PARAMOUNT WATER DEPT	16,053.13	GEN - PARKS & FACILITIES (5/20 - 6/20)
		36,414.22	PW - MEDIAN IRRIGATION (5/20 - 6/20)
		2,481.40	PW - PARAMOUNT PARK (5/20 - 6/20)
		240.04	GEN - PARAMOUNT PARK (5/20 - 6/20)
		780.46	GEN - ASSESSMENT DISTRICT (5/20 - 6/20)
		37.08	GEN - CLRWTR BLDG (5/20 - 6/20)
	Vendor Tota	<b>56,006.33</b>	
316647	CITY OF SANTA FE SPRINGS	25,888.39	PW - TRAFFIC SIGNAL MNTC (4/20)
		14,686.00	PW - TRAFFIC SIGNAL MNTC (6/20)
		7,889.58	PW - TRAFFIC SIGNAL MNTC (5/20)
	Vendor Tota	<b>48,463.97</b>	
316847	CLARK, LEAH	55.49	DENTAL INSURANCE REFUND (7/20)
		55.49	DENTAL INSURANCE REFUND (8/20)
	Vendor Tota	<b>110.98</b>	
316747	CLARK, PATRICIA ANN	34.00	ENP EXCURSION REFUND (CLARK)
	Vendor Tota	<b>34.00</b>	
316748	CLAYTER, JACQUELINE	7.00	ENP EXCURSION REFUND (CLAYTER)
	Vendor Tota	<b>7.00</b>	
316648	CLEANSTREET	17,384.90	PW - STREET SWEEPING (7/20)
	Vendor Tota	<b>17,384.90</b>	
316569	COCA COLA ENTERPRISES	389.17	GEN - VENDING MACHINE (REIMB)
	Vendor Tota	<b>389.17</b>	
316848	COLANTUONO, HIGHSMITH &	238.21	CA - SCE COALTION (3/20 - 6/20)
	Vendor Tota	<b>238.21</b>	
316649	CONTINENTAL INTERPRETING	350.00	CC - COMMUNITY INTERPRETER (7/21)
		350.00	CC - COMMUNITY INTERPRETER (3/17)
		100.00	CC - TRANSLATION SVCS (7/21)
	Vendor Tota	<b>800.00</b>	
316749	CONTRERAS, MARIA A	10.00	ENP EXCURSION REFUND (CONTRERAS)
		4.50	ENP EVENT REFUND (CONTRERAS)
	Vendor Tota	<b>14.50</b>	
316570	CONTRERAS, OSCAR	100.00	PL - AIR PURIFIER & HVAC REBATE PROGRAM
	Vendor Tota	<b>100.00</b>	
316824	COPY R OFFICE SOLUTIONS	61.81	CSR - COM CTR COPIER (8/20)
	Vendor Tota	<b>61.81</b>	
316807	CORELOGIC SOLUTIONS, LLC	170.50	PS - PROPERTY DATA SVCS (8/20)
	Vendor Tota	<b>170.50</b>	
316617	CORONA	150.00	PS - IMPOUND FEE REFUND (CORONA)
	Vendor Tota	<b>150.00</b>	

**CITY OF PARAMOUNT  
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Check Number	Vendor Name	Amount	Description
316849	CORRAL CONSTRUCTION	11,298.40	PL - COM REHAB (13913 PARAMOUNT)
	Vendor Tota	<b>11,298.40</b>	
316684	COUNTY SANITATION DISTRICTS	3,101.49	PW - WELL #13 WASTEWATER SURCHARGE
316685		268.03	PW - WELL #15 WASTEWATER SURCHARGE
	Vendor Tota	<b>3,369.52</b>	
316750	CUENCA, CARMEN	32.00	ENP EXCURSION REFUND (CUENCA)
		2.25	ENP EVENT REFUND (CUENCA)
	Vendor Tota	<b>34.25</b>	
316808	DATA TICKET, INC	4,078.80	PS - PARKING CITATION SVCS (7/20)
	Vendor Tota	<b>4,078.80</b>	
316825	DE LAGE LANDEN	205.07	CSR - COM CTR COPIER (8/20)
	Vendor Tota	<b>205.07</b>	
316482	DELL MARKETING L.P.	10,401.76	GEN - WORKSTATIONS (10)
316540		2,007.56	AS - LAPTOP (COVID-19)
316686		1,581.38	CSR - LAPTOP (1)
	Vendor Tota	<b>13,990.70</b>	
316541	DEPT OF TRANSPORTATION	973.11	PW - TRAFFIC SIGNAL MNTC (4/20 - 6/20)
	Vendor Tota	<b>973.11</b>	
316826	DIAMOND ENVIRONMENTAL SERVICES	499.07	PW - SALUD PARK RESTROOM (7/20)
	Vendor Tota	<b>499.07</b>	
316650	DIANA'S FLOWERS	100.00	CP - FLOWERS
	Vendor Tota	<b>100.00</b>	
316751	DIAZ, ANGELA	24.00	ENP EXCURSION REFUND (DIAZ)
		3.25	ENP EVENT REFUND (DIAZ)
		3.25	ENP EVENT REFUND (DIAZ)
		2.25	ENP EVENT REFUND (CARDENAS)
	Vendor Tota	<b>32.75</b>	
316827	DIAZ, VALERIA	198.44	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>198.44</b>	
316571	DIRECTV	76.99	PS - EOC SATELLITE SVCS (8/20)
	Vendor Tota	<b>76.99</b>	
316483	DUENAS, LINO R	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316484	ELECSYS INTERNATIONAL CORP	3,096.00	FIN - RADIX MNTC SVCS (6/20 - 5/21)
	Vendor Tota	<b>3,096.00</b>	

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Check Number	Vendor Name	Amount	Description
14053	EMPLOYMENT DEVELOPMENT DEPT	.84	STATE PAYROLL TAX - SPEC 7/31
14058		10,545.63	STATE PAYROLL TAX - PPE 7/31
14067		2,652.00	HR - UNEMPLOYMENT INSURANCE (4/20-6/20)
		1,567.00	PL - UNEMPLOYMENT INSURANCE (4/20-6/20)
		7,962.00	PS - UNEMPLOYMENT INSURANCE (4/20-6/20)
		1,537.00	CSR - UNEMPLOYMENT INSURANCE (4/20-6/20)
		31.00	CSR - UNEMPLOYMENT INSURANCE (4/20-6/20)
		96.00	CSR - UNEMPLOYMENT INSURANCE (4/20-6/20)
		3,848.00	CSR - UNEMPLOYMENT INSURANCE (4/20-6/20)
		2,690.00	CSR - UNEMPLOYMENT INSURANCE (4/20-6/20)
		720.00	CSR - UNEMPLOYMENT INSURANCE (4/20-6/20)
		21,787.00	CSR - UNEMPLOYMENT INSURANCE (STAR)
		593.00	PW - UNEMPLOYMENT INSURANCE (4/20-6/20)
		3,096.00	PW - UNEMPLOYMENT INSURANCE (4/20-6/20)
		46,579.00	UNEMPLOYMENT INSURANCE (4/20-6/20)
		-46,579.00	UNEMPLOYMENT INSURANCE (4/20-6/20)
14074		32.24	STATE PAYROLL TAX - SPEC 8/14
14078		10,532.11	STATE PAYROLL TAX - PPE 8/14
	Vendor Tota	<b>67,689.82</b>	
316752	ESPINOZA, MARIA	40.00	ENP EXCURSION REFUND (ESPINOZA)
		8.00	ENP EVENT REFUND (ESPINOZA)
		10.00	ENP EVENT REFUND (ESPINOZA)
	Vendor Tota	<b>58.00</b>	
316572	EUROFINS CALSCIENCE LLC	358.75	PW - WATER CHEMICAL TESTING
	Vendor Tota	<b>358.75</b>	
316542	FACILITY WERX, INC	306.00	PW - FOAM DISPENSERS (5)
316573		173.61	CSR - RECREATION SUPPLIES
316753		264.16	PW - FACILITY MNTC SUPPLIES
		255.34	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>999.11</b>	
316754	FARRIS, JOHN	15.00	ENP EXCURSION REFUND (FARRIS)
		2.25	ENP EVENT REFUND (FARRIS)
	Vendor Tota	<b>17.25</b>	
316706	FC WALTHALL 41,LLC	36.05	WTR DEP REF - 6829 WALTHALL
	Vendor Tota	<b>36.05</b>	
316707	FEDERAL TRANSIT ADMINISTRATION	39,918.50	CSR - SHUTTLE BUS
	Vendor Tota	<b>39,918.50</b>	
316515	FEDEX	81.50	GEN - POSTAGE EXPENSE
316618		41.11	GEN - POSTAGE EXPENSE
	Vendor Tota	<b>122.61</b>	
316755	FELIX, ARSENIO	30.00	ENP EXCURSION REFUND (FELIX)
	Vendor Tota	<b>30.00</b>	
316473	FERGUSON ENTERPRISES, INC	129.53	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>129.53</b>	
316619	FILARSKY & WATT LLP	387.50	HR - LEGAL SVCS (7/20)
	Vendor Tota	<b>387.50</b>	
316809	FILE KEEPERS, LLC	93.20	PS - SHREDDING SVCS (7/22)
		93.19	PS - SHREDDING SVCS (6/24)
	Vendor Tota	<b>186.39</b>	

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Check Number	Vendor Name	Amount	Description
316651	FIRST VEHICLE SERVICES	27,044.58	PW - VEHICLE MNTC SVCS (8/20)
		1,775.95	PW - VEHICLE NON-CONTRACT MNTC (7/20)
	Vendor Tota	<b>28,820.53</b>	
316485	FLORES, EDWIN	197.35	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>197.35</b>	
316652	FOREVER REDWOOD, INC	5,847.45	CIP - NEIGHBORHOOD IMP (TREE BENCH)
	Vendor Tota	<b>5,847.45</b>	
316733	FRONTIER COMMUNICATIONS OF CA	69.54	GEN - PS CIRCUIT LINE (8/20)
	Vendor Tota	<b>69.54</b>	
316543	FULLER ENGINEERING INC	947.05	PW - FACILITY MNTC SUPPLIES
		675.83	PW - FACILITY MNTC SUPPLIES
		399.66	PW - FACILITY MNTC SUPPLIES
		157.11	PW - FACILITY MNTC SUPPLIES
316810		1,073.28	PW - FACILITY MNTC SUPPLIES
		454.78	PW - FACILITY MNTC SUPPLIES
316850		646.62	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>4,354.33</b>	
316851	FUSION	209.30	GEN - STATION INTERNET (9/20)
		184.18	GEN - PROGRESS PLAZA INTERNET (9/20)
		157.87	GEN - PARAMOUNT PARK INTERNET (9/20)
	Vendor Tota	<b>551.35</b>	
316756	GARCIA, MARIA	17.00	ENP EVENT REFUND (GONZALEZ)
		15.00	ENP EXCURSION REFUND (GARCIA)
	Vendor Tota	<b>32.00</b>	
316544	GAS COMPANY	927.07	GEN - FACILITIES NATURAL GAS (7/20)
		7,042.06	PW - WELLS #13 & #14 NATURAL GAS (7/20)
	Vendor Tota	<b>7,969.13</b>	
316574	GATEWAY WATER MANAGEMENT	97,593.38	PW - LOS CERRITOS WATESHED MGMT (FY21)
316575		83,148.50	PW - L A RIVER WATERSHED MGMT (FY21)
316576		15,000.00	PW - IRWM JPA MEMBERSHIP (FY21)
		624.39	PW - GREATER HARBOR TOXIC TDML
	Vendor Tota	<b>196,366.27</b>	
316577	GIST, STEVEN C	110.24	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>110.24</b>	
316578	GLOBAL EQUIPMENT COMPANY	496.01	AS - OFFICE SUPPLIES
	Vendor Tota	<b>496.01</b>	
316687	GOLDEN STATE WATER COMPANY	470.58	PW - MEDIAN IRRIGATION (7/20)
		5,560.09	GEN - ALL AMERICAN PARK WATER (7/20)
	Vendor Tota	<b>6,030.67</b>	
316610	GOLDEN TOUCH CLEANING, INC	9,520.19	PW - JANITORIAL SVCS (5/20)
316653		8,804.50	PW - JANITORIAL SVCS (7/20)
	Vendor Tota	<b>18,324.69</b>	
316709	GONZALEZ	45.18	WTR DEP REF - 14521 GARFIELD
316708		16.70	WTR DEP REF - 15613 DELCOMBRE
	Vendor Tota	<b>61.88</b>	
316757	GONZALEZ, REBECCA ESTHER	3.25	ENP EVENT REFUND (GONZALEZ)
		21.00	ENP EXCURSION REFUND (GONZALEZ)
	Vendor Tota	<b>24.25</b>	

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Check Number	Vendor Name	Amount	Description
316688	GOODIE'S UNIFORMS	41.50	PS - UNIFORM (KK)
316852		109.45	PS - UNIFORM (EG)
	Vendor Tota	<b>150.95</b>	
316579	GRAFFITI TRACKER, INC	13,000.00	PS - GRAFFITI TRACKING SVCS(7/20-12/20)
	Vendor Tota	<b>13,000.00</b>	
316516	GRAHAM, BRITTANY	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316710	GRAINGER	184.57	CSR - N95 DISP RESPIRATOR (COVID-19)
316811		260.35	PW - FACILITY MNTC SUPPLIES
		14.28	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>459.20</b>	
316872	GRANICUS, LLC	7,426.00	GEN - WEBSITE MTNC (11/20 - 11/21)
	Vendor Tota	<b>7,426.00</b>	
316711	GUTIERREZ	28.60	WTR DEP REF - 15529 GEORGIA
316712		145.44	WTR DEP REF - 15527 GEORGIA
	Vendor Tota	<b>174.04</b>	
316580	HD SUPPLY	124.10	PW - STREET MNTC SUPPLIES
	Vendor Tota	<b>124.10</b>	
316581	HD SUPPLY WHITE CAP CONST	69.32	CSR - AQUATIC SUPPLIES
316828		357.82	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>427.14</b>	
316853	HDL COREN & CONE	3,150.00	SA - PROPERTY TAX SVCS (7/20 - 9/20)
	Vendor Tota	<b>3,150.00</b>	
316829	HEALTHFIRST-NORTH MEDICAL GRP	80.00	HR - HEALTH SCREENING (8/20)
	Vendor Tota	<b>80.00</b>	
316758	HERNANDEZ, RIGOBERTO	15.00	ENP EXCURSION REFUND (HERNANDEZ)
		14.00	ENP EXCURSION REFUND (HERNANDEZ)
	Vendor Tota	<b>29.00</b>	
316582	HI-WAY SAFETY INC	1,211.10	PW - STREET MNTC SUPPLIES
		724.34	PW - STREET MNTC SUPPLIES
		455.88	PW - TRAFFIC SAFETY SUPPLIES
316654		4,400.00	PW - MESSAGE BOARD RENTAL (COVID-19)
316854		1,312.53	PW - TRAFFIC SAFETY SUPPLIES
	Vendor Tota	<b>8,103.85</b>	
316583	HOME DEPOT CRC/GECF	41.78	CSR - DAY CAMP SUPPLIES
		404.60	CSR - STAR SUPPLIES
		547.44	CSR - EQUIPMENT MNTC SUPPLIES
		68.13	CSR - RECREATION SUPPLIES
		483.35	CSR - STAR SUPPLIES
		213.03	CSR - RECREATION SUPPLIES
		87.49	CSR - RECREATION SUPPLIES
		311.72	CSR - RECREATION SUPPLIES
	Vendor Tota	<b>2,157.54</b>	

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316545	HOME DEPOT/GEFC	33.53	PW - FACILITY MNTC SUPPLIES
		34.82	PW - FACILITY MNTC SUPPLIES
		43.74	PW - FACILITY MNTC SUPPLIES
		44.79	PW - GRAFFITI REMOVAL SUPPLIES
		6.69	PW - FACILITY MNTC SUPPLIES
		29.57	PW - FACILITY MNTC SUPPLIES
		1,441.90	PW - GRAFFITI REMOVAL SUPPLIES
		54.48	PW - GRAFFITI REMOVAL SUPPLIES
		28.49	PW - FACILITY MNTC SUPPLIES
		5.38	PW - FACILITY MNTC SUPPLIES
		43.18	PW - FACILITY MNTC SUPPLIES
		176.32	PW - FACILITY MNTC SUPPLIES
		27.53	PW - FACILITY MNTC SUPPLIES
		40.47	PW - FACILITY MNTC SUPPLIES
		26.27	PW - FACILITY MNTC SUPPLIES
		27.85	PW - FACILITY MNTC SUPPLIES
		72.92	PW - FACILITY MNTC SUPPLIES
		132.21	PW - FACILITY MNTC SUPPLIES
		27.45	PW - FACILITY MNTC SUPPLIES
		131.14	PW - GRAFFITI REMOVAL SUPPLIES
		55.42	PW - GRAFFITI REMOVAL SUPPLIES
		424.86	PW - GRAFFITI REMOVAL SUPPLIES
		319.50	PW - GRAFFITI REMOVAL SUPPLIES
		82.14	PW - GRAFFITI REMOVAL SUPPLIES
		15.25	PW - GRAFFITI REMOVAL SUPPLIES
		63.27	PW - STREET MNTC SUPPLIES
			Vendor Tota
316620	HOTSY	3,207.74	CSR - STAR SUPPLIES
316873		2,829.43	CSR - HANDHELD SPRAYER (COVID-19)
	Vendor Tota	<b>6,037.17</b>	
316486	HUERTA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316759	HUERTA, GUILLERMINA	15.00	ENP EXCURSION REFUND (HUERTA)
	Vendor Tota	<b>15.00</b>	
316760	HUIZAR, ENEDINA	17.00	ENP EXCURSION REFUND (HUIZAR)
	Vendor Tota	<b>17.00</b>	
316546	HUMAN SERVICES ASSOCIATION	1,187.55	CSR - ENP MEALS (6/20)
	Vendor Tota	<b>1,187.55</b>	
316761	INDUSTRIAL MAINTENANCE SERVICE	419.09	PW - WATER OPER MNTC SVCS
316855		6,336.01	PW - WATER OPER MNTC SVCS
	Vendor Tota	<b>6,755.10</b>	
316496	INK HEAD DESIGN & PRINTS	2,604.66	PW - EMPLOYEE SAFETY SUPPLIES
		2,203.34	PW - SUSTAINABILITY SUPPLIES
316830		3,412.50	CSR - STAR SUPPLIES
	Vendor Tota	<b>8,220.50</b>	
14054	INTERNAL REVENUE SERVICE	30.50	FED PAYROLL TAX - SPEC 7/31
		19.32	MEDICARE PAYMENT - SPEC 7/31
14059		29,224.09	FED PAYROLL TAX - PPE 7/31
		9,545.14	MEDICARE PAYMENT - PPE 7/31
14075		145.83	FED PAYROLL TAX - SPEC 8/14
		54.62	MEDICARE PAYMENT - SPEC 8/14
14079		29,036.84	FED PAYROLL TAX - PPE 8/14
		9,514.88	MEDICARE PAYMENT - PPE 8/14
	Vendor Tota	<b>77,571.22</b>	

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316547	J & B MATERIALS	330.92	PW - FACILITY MNTC SUPPLIES
		45.47	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>376.39</b>	
316474	JANKOVICH COMPANY	233.72	PS - FLEET FUEL (7/15 - 7/21)
		65.36	PL - FLEET FUEL (7/15 - 7/21)
		40.85	PS - FLEET FUEL (7/15 - 7/21)
316517		964.32	PS - FLEET FUEL (7/15 - 7/21)
316621		629.01	PW - FACILITY MNTC SUPPLIES
		263.49	PS - FLEET FUEL (7/22 - 7/31)
		160.18	CSR - FLEET FUEL (7/15 - 7/21)
		60.76	PS - FLEET FUEL (7/22 - 7/31)
		58.65	PL - FLEET FUEL (7/22 - 7/31)
316655		1,248.17	PW - FLEET FUEL (7/22 - 7/31)
		823.46	PW - FLEET FUEL (7/8 - 7/14)
		688.90	PW - FLEET FUEL (7/15 - 7/21)
		613.55	PW - FLEET FUEL (7/22 - 7/31)
		541.43	PW - FLEET FUEL (7/1 - 7/7)
		521.67	PW - FLEET FUEL (7/8 - 7/14)
		512.86	PW - FLEET FUEL (7/15 - 7/21)
		480.33	PW - FLEET FUEL (7/22 - 7/31)
		383.80	PW - FLEET FUEL (7/22 - 7/31)
		356.41	PW - FLEET FUEL (7/8 - 7/14)
		307.13	PW - FLEET FUEL (7/1 - 7/7)
		287.77	PW - FLEET FUEL (7/15 - 7/21)
		238.97	PW - FLEET FUEL (7/15 - 7/21)
		222.88	PW - FLEET FUEL (7/22 - 7/31)
		179.81	PW - FLEET FUEL (7/8 - 7/14)
		138.31	PW - FLEET FUEL (7/15 - 7/21)
		118.02	PW - FLEET FUEL (7/8 - 7/14)
		103.47	PW - FLEET FUEL (7/1 - 7/7)
		75.99	PW - FLEET FUEL (7/1 - 7/7)
		69.32	PW - FLEET FUEL (7/8 - 7/14)
		68.88	PW - FLEET FUEL (7/1 - 7/7)
		35.49	PW - FLEET FUEL (7/22 - 7/31)
316689		1,168.23	PS - FLEET FUEL (7/22 - 7/31)
		99.26	PL - FLEET FUEL (8/1 - 8/7)
316831		1,041.91	PS - FLEET FUEL (8/1 - 8/7)
		146.19	PS - FLEET FUEL (8/8 - 8/14)
		118.81	PS - FLEET FUEL (8/1 - 8/7)
		111.29	CSR - FLEET FUEL (7/22 - 7/31)
		55.34	PS - FLEET FUEL (8/1 - 8/7)
		23.76	PS - FLEET FUEL (8/8 - 8/14)
316856		1,082.53	PS - FLEET FUEL (8/8 - 8/14)
316874		58.65	PL - FLEET FUEL (8/8 - 8/14)
	Vendor Tota	<b>14,398.93</b>	
316584	JAQUEZ, SILVIA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316548	JASON GOLSON CONSTRUCTION, INC	4,829.00	CIP - SECURITY ENHANCEMENT (CITY HALL)
	Vendor Tota	<b>4,829.00</b>	
316656	JMD NET	2,500.00	GEN - COMPUTER NETWORK SUPPORT (7/20)
	Vendor Tota	<b>2,500.00</b>	

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316497	JMG SECURITY SYSTEMS, INC	5,645.50	PW - SECURITY SYSTEM (POND)
		2,889.20	CIP - SECURITY ENHANCEMENTS (CITY HALL)
		297.00	PW - SECURITY SYSTEM MNTC (STATION)
316529		828.76	CIP - SECURITY ENHANCEMENTS (CITY HALL)
		340.63	PW - SECURITY SYSTEM MNTC (WELL #15)
	Vendor Tota	<b>10,001.09</b>	
316832	JOE GONSALVES & SON INC	3,000.00	CC - LEGISLATIVE LOBBYIST (9/20)
	Vendor Tota	<b>3,000.00</b>	
316530	JOHN L HUNTER	618.75	PW - STORMWATER MGMT SVCS (5/20)
316657		614.00	PW - STORMWATER MGMT SVCS (6/20)
	Vendor Tota	<b>1,232.75</b>	
316549	JOHN'S WHOLESALE ELECTRIC, INC	201.58	PW - FACILITY MNTC SUPPLIES
316857		277.72	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>479.30</b>	
316762	JOHNSON, MAGDALENE	17.00	ENP EXCURSION REFUND (JOHNSON)
	Vendor Tota	<b>17.00</b>	
316585	KEN MATSUI IMAGES PHOTOGRAPHY	425.00	CP - GROUNDBREAKING CEREMONY (WELL #16)
	Vendor Tota	<b>425.00</b>	
316763	KIM, CHONGHEE	15.00	ENP EXCURSION REFUND (KIM)
	Vendor Tota	<b>15.00</b>	
316475	KINGDOM CAUSES BELLFLOWER	14,291.49	PS - RENTAL ASSISTANCE PROGRAM (6/20)
		2,597.45	PS - RENTAL ASSISTANCE ADMIN (6/20)
316858		13,633.28	PS - RENTAL ASSISTANCE PROGRAM (7/20)
		6,569.01	PS - RENTAL ASSISTANCE ADMIN (7/20)
	Vendor Tota	<b>37,091.23</b>	
316550	KIRST PUMP & MACHINE WORKS INC	5,469.94	PW - PUMP REPAIR (WELCOME WALL)
	Vendor Tota	<b>5,469.94</b>	
316622	KLM, INC.	6,850.00	PW - A/C SYSTEM REPAIR (STATION)
		946.13	PW - A/C SYSTEM SVCS (CITY HALL)
		729.57	PW - A/C SYSTEM SVCS (CITY HALL)
		667.88	PW - A/C SYSTEM SVCS (CITY YARD)
		540.50	PW - KITCHEN REF MNTC (PROGRESS PLAZA)
		442.85	PW - A/C SYSTEM SVCS (PRESCHOOL)
		325.00	PW - A/C SYSTEM SVCS (PROGRESS PLAZA)
		285.25	PW - KITCHEN REF MNTC (CLRWTR)
		191.00	PW - A/C SYSTEM SVCS (SPANE PARK)
		140.00	PW - A/C SYSTEM SVCS (FINE ARTS)
316859		2,495.00	PW - A/C SYSTEM SVCS (CITY YARD)
		596.99	PW - A/C SYSTEM SVCS (STATION)
		403.20	PW - A/C SYSTEM SVCS (CITY YARD)
		310.00	PW - A/C SYSTEM SVCS (COM CTR)
		225.00	PW - A/C SYSTEM SVCS (GYM)
		190.00	PW - KITCHEN REF MNTC
		150.00	PW - A/C SYSTEM SVCS (STATION)
	Vendor Tota	<b>15,488.37</b>	
316764	KNIGHT, MAXINE	15.00	ENP EXCURSION REFUND (KNIGHT)
	Vendor Tota	<b>15.00</b>	
316623	KTS NETWORKS, INC.	200.00	GEN - TELEPHONE MNTC (7/20)
		75.00	GEN - TELEPHONE MNTC (7/20)
	Vendor Tota	<b>275.00</b>	



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316765	L A COUNTY DEPT OF HEALTH SVCS	75.00	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>75.00</b>	
316690	L A COUNTY DISTRICT ATTORNEY	135,341.00	PS - D. A. LEGAL SVCS (7/19 - 6/20)
	Vendor Tota	<b>135,341.00</b>	
316498	L A COUNTY FIRE DEPARTMENT	2,271.00	PW - HAZ MAT DISCLOSURE (CITY YARD)
316499		1,785.00	PW - HAZ MAT DISCLOSURE (WELL #14)
316500		1,562.00	PW - HAZ MAT DISCLOSURE (WELL #13)
316586		1,562.00	PW - HAZ MAT DISCLOSURE (WELL #15)
	Vendor Tota	<b>7,180.00</b>	
316518	L A COUNTY SHERIFF	3,141.19	PS - CRIME SUPPRESSION (SCOPS) - 6/20
		9,595.68	PS - CRIME SUPPRESSION (6/20)
		1,419.02	PS - SPECIAL EVENT SVCS (6/20)
316713		451,509.88	PS - GENERAL LAW ENFORCEMENT (5/20)
		102,615.80	PS - SPECIAL ASSIGNMENT OFFICER (5/20)
		20,631.69	PS - SERGEANT SERVICES (5/20)
		421.26	PS - VEHICLE MDC (5/20)
316860		494.28	PS - PRISONER MNTC (7/20)
	Vendor Tota	<b>589,828.80</b>	
316714	L A SIGNS & BANNERS	329.32	CP - EDUCATION BLVD BANNERS
316734		1,853.10	CP - CITY LOGO REPLACEMENTS
	Vendor Tota	<b>2,182.42</b>	
316551	LA ESPIGA	396.90	GEN - CENSUS CARAVAN FOOD (8/1)
	Vendor Tota	<b>396.90</b>	
316658	LA TRUCK AND AUTO	39.72	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>39.72</b>	
316476	LDI COLOR TOOLBOX	60.47	PW - COPIER OVERAGE (7/20)
316766		36.70	PW - COPIER OVERAGE (8/20)
	Vendor Tota	<b>97.17</b>	
316715	LEIVA	15.48	WTR DEP REF - 6709 CARO
	Vendor Tota	<b>15.48</b>	

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316477	LINDSAY LUMBER CO., INC	45.43	PW - WATER OPER MNTC SUPPLIES
		42.23	PW - LANDSCAPE MNTC SUPPLIES
316660		384.42	PW - GRAFFITI REMOVAL SUPPLIES
		345.88	PW - GRAFFITI REMOVAL SUPPLIES
		341.68	PW - GRAFFITI REMOVAL SUPPLIES
		298.63	PW - GRAFFITI REMOVAL SUPPLIES
		283.58	PW - GRAFFITI REMOVAL SUPPLIES
		277.23	PW - GRAFFITI REMOVAL SUPPLIES
		242.62	PW - GRAFFITI REMOVAL SUPPLIES
		219.49	PW - GRAFFITI REMOVAL SUPPLIES
		176.60	PW - GRAFFITI REMOVAL SUPPLIES
		160.20	PW - STREET MNTC SUPPLIES
		153.29	PW - GRAFFITI REMOVAL SUPPLIES
		125.65	PW - GRAFFITI REMOVAL SUPPLIES
		117.57	PW - FACILITY MNTC SUPPLIES
		113.02	PW - GRAFFITI REMOVAL SUPPLIES
		111.57	PW - GRAFFITI REMOVAL SUPPLIES
		106.77	PW - FACILITY MNTC SUPPLIES
		70.81	PW - GRAFFITI REMOVAL SUPPLIES
		69.51	PW - STREET MNTC SUPPLIES
		63.38	PW - GRAFFITI REMOVAL SUPPLIES
		57.93	PW - STREET MNTC SUPPLIES
		53.74	PW - GRAFFITI REMOVAL SUPPLIES
		49.06	PW - STREET MNTC SUPPLIES
		48.99	PW - GRAFFITI REMOVAL SUPPLIES
		47.52	PW - STREET MNTC SUPPLIES
		47.16	PW - LANDSCAPE MNTC SUPPLIES
		46.99	PW - FACILITY MNTC SUPPLIES
		44.61	PW - FACILITY MNTC SUPPLIES
		41.98	PW - GRAFFITI REMOVAL SUPPLIES
		41.69	PW - FACILITY MNTC SUPPLIES
		40.69	PW - GRAFFITI REMOVAL SUPPLIES
		39.32	PW - GRAFFITI REMOVAL SUPPLIES
		37.21	PW - GRAFFITI REMOVAL SUPPLIES
		36.92	PW - GRAFFITI REMOVAL SUPPLIES
		32.43	PW - GRAFFITI REMOVAL SUPPLIES
		31.14	PW - STREET MNTC SUPPLIES
		30.48	PW - STREET MNTC SUPPLIES
		29.53	PW - LANDSCAPE MNTC SUPPLIES
		29.09	PW - FACILITY MNTC SUPPLIES
		28.64	PW - GRAFFITI REMOVAL SUPPLIES
		28.19	PW - GRAFFITI REMOVAL SUPPLIES
		27.79	PW - STREET MNTC SUPPLIES
		27.75	PW - FACILITY MNTC SUPPLIES
		26.68	PW - FACILITY MNTC SUPPLIES
		24.19	PW - STREET MNTC SUPPLIES
		23.64	PW - FACILITY MNTC SUPPLIES
		23.59	PW - FACILITY MNTC SUPPLIES
		22.81	PW - STREET MNTC SUPPLIES
		21.88	PW - FACILITY MNTC SUPPLIES
		21.78	PW - GRAFFITI REMOVAL SUPPLIES
		20.79	PW - FACILITY MNTC SUPPLIES
		17.48	PW - FACILITY MNTC SUPPLIES
		12.09	PW - FACILITY MNTC SUPPLIES
		11.59	PW - WATER OPER MNTC SUPPLIES
		11.21	PW - FACILITY MNTC SUPPLIES
		11.01	PW - STREET MNTC SUPPLIES
		10.50	PW - FACILITY MNTC SUPPLIES
		10.21	PW - STREET MNTC SUPPLIES
		8.21	PW - FACILITY MNTC SUPPLIES

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316660	LINDSAY LUMBER CO., INC	8.02	PW - WATER OPER MNTC SUPPLIES
		7.64	PW - FACILITY MNTC SUPPLIES
		7.64	PW - FACILITY MNTC SUPPLIES
		6.01	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>4,955.38</b>	
316478	LITTLE FREE LIBRARY LTD	655.00	NEIGHBORHOOD IMP (COMTY LIBRARY)
		62.23	NEIGHBORHOOD IMP (COMTY LIBRARY) - TAX
		-62.23	LITTLE FREE LIBRARY
	Vendor Tota	<b>655.00</b>	
316767	LOERA, ARTHUR	22.00	ENP EVENT REFUND (LOERA)
		17.00	ENP EXCURSION REFUND (LOERA)
		15.00	ENP EXCURSION REFUND (LOERA)
		3.25	ENP EVENT REFUND (LOERA)
		2.25	ENP EVENT REFUND (LOERA)
	Vendor Tota	<b>59.50</b>	
316587	LOPEZ, JR., SANTOS	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316768	LOPEZ, SR., JUAN	15.00	ENP EXCURSION REFUND (LOPEZ SR)
	Vendor Tota	<b>15.00</b>	
316769	MAGNASCO, CARLOTA M	15.00	ENP EXCURSION REFUND (MAGNASCO)
	Vendor Tota	<b>15.00</b>	
316487	MARTINEZ, LOURDES	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316875	MATRIX TRUST TPA 000363	1,600.27	RETIREE HEALTH TRUST (9/20) - RM
	Vendor Tota	<b>1,600.27</b>	
316501	MCMASTER-CARR SUPPLY CO	126.27	PW - FACILITY MNTC SUPPLIES
316552		491.82	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>618.09</b>	
316716	MEDINA	30.73	WTR DEP REF - 15115 BELLOTA
	Vendor Tota	<b>30.73</b>	
316717	MENEZES	24.63	WTR DEP REF - 8015 1ST
	Vendor Tota	<b>24.63</b>	
316718	MEYER	7.38	WTR DEP REF - 13720 FLORINE
	Vendor Tota	<b>7.38</b>	
316770	MILLER, TERRY	15.00	ENP EXCURSION REFUND (MILLER)
		15.00	ENP EXCURSION REFUND (MILLER)
		10.00	ENP EXCURSION REFUND (MILLER)
		10.00	ENP EXCURSION REFUND (MILLER)
	Vendor Tota	<b>50.00</b>	
316861	MITY-LITE, INC.	60.04	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>60.04</b>	
316524	MMC, INC	176,540.88	CIP - WELL #16 CONSTRUCTION
	Vendor Tota	<b>176,540.88</b>	
316488	MOBILE RELAY ASSOCIATES	725.00	GEN - WIRELESS SITE RENT (8/20)
	Vendor Tota	<b>725.00</b>	
316771	MONARREZ, IMELDA	15.00	ENP EXCURSION REFUND (MONARREZ)
	Vendor Tota	<b>15.00</b>	

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Check Number	Vendor Name	Amount	Description
316772	MORENO, AGAPITO	7.00	ENP EXCURSION REFUND (MORENO)
		7.00	ENP EXCURSION REFUND (MORENO)
	Vendor Tota	<b>14.00</b>	
316735	MRC SMART TECHNOLOGY SOLUTIONS	1,272.54	GEN - PRINTER TONER (8/20)
	Vendor Tota	<b>1,272.54</b>	
316691	MRS ENVIRONMENTAL INC	7,250.00	PL - ENV ANALYSIS (WORLD ENERGY) - 7/20
	Vendor Tota	<b>7,250.00</b>	
316719	MUNOZ, CRISTINA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316502	NAPA AUTO PARTS	26.92	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>26.92</b>	
316773	NAVARRO, LILLIAN	12.00	ENP EXCURSION REFUND (NAVARRO)
	Vendor Tota	<b>12.00</b>	
316812	NETWORK INNOVATIONS US, INC	280.50	PS - SATELLITE PHONE SVC (7/20)
	Vendor Tota	<b>280.50</b>	
316503	OFFICE DEPOT, INC.	589.21	GEN - PRINTER TONER
		.00	GEN - PRINTER TONER
		30.26	FIN - OFFICE SUPPLIES
		-589.21	GEN - PRINTER TONER (CREDIT)
316588		661.33	CSR - STAR SUPPLIES
		231.49	CSR - N95 MASK (COVID-19)
		201.30	CSR - CLOROX SPRAY (COVID-19)
		432.46	CSR - STAR SUPPLIES
		278.33	CSR - STAR SUPPLIES
		188.74	CSR - STAR SUPPLIES
		88.18	CSR - OFFICE SUPPLIES
		44.08	CSR - OFFICE SUPPLIES
		32.79	CSR - OFFICE SUPPLIES
		22.92	CSR - OFFICE SUPPLIES
		22.04	CSR - OFFICE SUPPLIES
316624		130.78	FIN - OFFICE SUPPLIES
		15.75	FIN - OFFICE SUPPLIES
316720		718.97	CSR - STAR SUPPLIES
		7.30	CSR - STAR SUPPLIES
316800		139.08	FIN - OFFICE SUPPLIES
		2.81	FIN - OFFICE SUPPLIES (TAX)
		-2.81	OFFICE DEPOT
		18.31	FIN - OFFICE SUPPLIES
		15.20	FIN - OFFICE SUPPLIES
316833		998.68	CSR - STAR SUPPLIES
		17.62	CSR - STAR SUPPLIES
	Vendor Tota	<b>4,295.61</b>	

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Check Number	Vendor Name	Amount	Description
316504	OFFICE SOLUTIONS	295.03	GEN - OFFICE SUPPLIES
		78.33	AS - OFFICE SUPPLIES
316589		28.81	PL - OFFICE SUPPLIES
316625		133.05	GEN - OFFICE SUPPLIES
		308.37	GEN - PAPER STOCK
316661		124.98	PW - OFFICE SUPPLIES
		50.05	GEN - OFFICE SUPPLIES
316736		15.73	AS - OFFICE SUPPLIES
		9.79	AS - OFFICE SUPPLIES
316774		1,556.67	GEN - OFFICE SUPPLIES
		522.64	GEN - OFFICE SUPPLIES
		356.47	GEN - PAPER STOCK
		230.15	GEN - OFFICE SUPPLIES
		103.49	GEN - PAPER STOCK
		14.95	PW - OFFICE SUPPLIES
		9.94	GEN - OFFICE SUPPLIES
316876		2,315.25	CSR - STAR SUPPLIES
		80.15	AS - OFFICE SUPPLIES
	Vendor Tota	<b>6,233.85</b>	
14056	OPENEDGE	2,606.69	GEN - UB WEB BANK CHARGES (7/20)
	Vendor Tota	<b>2,606.69</b>	
316590	ORIENTAL TRADING COMPANY, INC.	126.75	CSR - RECREATION SUPPLIES
	Vendor Tota	<b>126.75</b>	
316877	OVERLAND PACIFIC & CUTLER INC	1,120.94	PL - PROPERTY MGMT SVCS (7/20)
	Vendor Tota	<b>1,120.94</b>	
316813	PACIFIC RIM AUTOMATION, INC.	1,050.00	PW - SCADA SYSTEM MNTC (8/20)
	Vendor Tota	<b>1,050.00</b>	
316721	PALACIOS	1.72	WTR DEP REF - 7331 PETROL #1/2
	Vendor Tota	<b>1.72</b>	
316722	PALACIOS, RAFAEL	176.39	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>176.39</b>	
316662	PARAMOUNT CHAMBER OF COMMERCE	697.00	CP - PULSE BEAT CITY SCAPE (8/20)
	Vendor Tota	<b>697.00</b>	
316626	PARAMOUNT JOURNAL	330.00	PL - PUBLISHED NOTICE (7/30)
		330.00	PL - PUBLISHED NOTICE (7/30)
		148.50	PL - PUBLISHED NOTICE (7/30)
		140.25	PL - PUBLISHED NOTICE (7/30)
316663		533.50	CM - PUBLISHED NOTICE (7/23)
		413.60	CM - PUBLISHED NOTICE (7/23)
		154.00	CM - PUBLISHED NOTICE (7/23)
	Vendor Tota	<b>2,049.85</b>	
316519	PARAMOUNT UNIFIED SCHOOL DIST	16,595.88	PS - RESOURCE OFFICER (4/20 - 5/20)
	Vendor Tota	<b>16,595.88</b>	
316775	PARDO, MARIA ROSARIO	5.50	ENP EVENT REFUND (PARDO)
		10.00	ENP EXCURSION REFUND (PARDO)
	Vendor Tota	<b>15.50</b>	
316591	PARKINS & ASSOCIATES	1,250.00	PW - PARK MNTC CONSULTANT (7/20)
	Vendor Tota	<b>1,250.00</b>	
316776	PARRA, NORMA	7.00	ENP EXCURSION REFUND (PARRA)
		2.25	ENP EVENT REFUND (PARRA)
	Vendor Tota	<b>9.25</b>	

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Check Number	Vendor Name	Amount	Description
316878	PATHWAYS VOLUNTEER HOSPICE	5,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	<b>5,000.00</b>	
316520	PENA, FRANCYS Y	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316777	PENDER, DAVID	15.00	ENP EXCURSION REFUND (PENDER)
		15.00	ENP EXCURSION REFUND (PENDER)
	Vendor Tota	<b>30.00</b>	
316778	PEREZ, TERESA	21.00	ENP EXCURSION REFUND (PEREZ)
	Vendor Tota	<b>21.00</b>	
316723	PET WASTE ELIMINATOR	330.75	CSR - RECREATION SUPPLIES
	Vendor Tota	<b>330.75</b>	
316664	PETTY CASH	220.00	PC - PLANNING COMMISSION MEETING
	Vendor Tota	<b>220.00</b>	
316779	PICOS, CESAR	4.50	ENP EVENT REFUND (PICOS)
		30.00	ENP EXCURSION REFUND (PICOS)
	Vendor Tota	<b>34.50</b>	
316627	POLYDOT	2,025.90	CP - UNITY IN THE COMMUNITY POSTCARDS
316724		4,662.84	CP - AROND TOWN (8/20)
	Vendor Tota	<b>6,688.74</b>	
316592	POLYMERSHAPES LLC	360.00	PW - CORONAGUARD (COVID-19)
	Vendor Tota	<b>360.00</b>	
316553	POOL & ELECTRICAL PRODUCTS,INC	100.74	PW - FACILITY MNTC SUPPLIES
316814		84.42	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>185.16</b>	
316593	PREFERRED IMPRESSIONS, INC	5,988.78	PW - CORONAGUARD ACRYLICS (COVID-19)
	Vendor Tota	<b>5,988.78</b>	
316489	PRINTTIO	94.82	AS - SOCIAL DISTANCING POSTERS(COVID-19)
316531		416.75	CIP - WELL #16 POSTERS
316628		448.17	AS - AL FRESCO SIGNAGE (COVID-19)
316834		760.73	GEN - CENSUS DOOR HANGERS
		683.55	AS - AL FRESCO BANNER (COVID-19)
316862		449.82	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>2,853.84</b>	
316780	PSOMAS	29,551.25	CIP - WSAB BIKEWAY PHASE 2 (6/20-ATP)
		12,330.00	CIP - WSAB BIKEWAY PHASE 2 (4/20-ATP)
	Vendor Tota	<b>41,881.25</b>	
316505	PURE LEVERAGE	417.10	GEN - COMPUTER MNTC SUPPLIES
	Vendor Tota	<b>417.10</b>	
316665	Q DOXS	347.28	GEN - COLOR COPIER USAGE (8/20)
		532.38	GEN - COLOR COPIER OVERAGE (7/20)
		111.35	GEN - COPIER USAGE (8/20)
		96.91	GEN - COPIER OVERAGE (7/20)
316692		71.66	PL - COPIER USAGE (8/20)
		24.60	PL - COPIER USAGE OVERAGE (7/20)
316835		599.76	CSR - COPIER USAGE (8/20)
		344.38	CSR - COPIER USAGE OVERAGE (7/20)
	Vendor Tota	<b>2,128.32</b>	
316594	QUEZADA	453.53	WTR DEP REF - 15534 CALIFORNIA
	Vendor Tota	<b>453.53</b>	

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316781	QUINONES, CLAUDIA	15.00	ENP EXCURSION REFUND (QUINONES)
	Vendor Tota	<b>15.00</b>	
316666	R J THOMAS MFG CO., INC.	4,123.56	CSR - HOT COAL BIN REPL (10)
	Vendor Tota	<b>4,123.56</b>	
316863	RED WING SHOE STORE	100.00	PW - WORK BOOTS (FACILITIES)
		158.93	PW - WORK BOOTS (FACILITIES)
		197.99	PW - WORK BOOTS (FACILITIES)
		149.93	PW - WORK BOOTS (WTR PROD)
		196.33	PW - WORK BOOTS (WTR PROD)
		100.00	PW - WORK BOOTS (WTR DIST)
		200.00	PW - WORK BOOTS (WTR CUST SVC)
	Vendor Tota	<b>1,103.18</b>	
316667	REGISTRAR-RECORDER/L.A. COUNTY	99,372.87	CM - ELECTION SVCS (3/3)
316668		75.00	PL - PUBLISHED NOTICE (8/12)
		75.00	PL - PUBLISHED NOTICE (8/11)
		75.00	PL - PUBLISHED NOTICE (8/12)
	Vendor Tota	<b>99,597.87</b>	
316595	RELIABLE ENERGY MANAGEMENT, INC	49.02	BUILDING PERMIT REFUND(RELIABLE ENERGY)
	Vendor Tota	<b>49.02</b>	
14055	RELIANCE TRUST COMPANY	49.99	PT DEF COMP 457 - SPEC 7/31
14060		11,740.41	FT DEF COMP 457 - PPE 7/31
14061		7,475.72	PT DEF COMP 457 - PPE 7/31
14062		1,906.87	DEF COMP 457 ROTH - PPE 7/31
14076		141.28	PT DEF COMP 457 - SPEC 8/14
14080		12,851.17	FT DEF COMP 457 - PPE 8/14
14081		7,022.15	PT DEF COMP 457 - PPE 8/14
14082		1,906.87	DEF COMP 457 ROTH - PPE 8/14
14063		157.66	401A EXEC LOAN PAYMENT - PPE 7/31
14064		1,010.65	401A LOAN PAYMENT - PPE 7/31
14065		1,393.41	457 LOAN PAYMENT - PPE 7/31
14083		157.66	401A EXEC LOAN PAYMENT - PPE 8/14
14084		1,039.26	401A LOAN PAYMENT - PPE 8/14
14085		1,393.41	457 LOAN PAYMENT - PPE 8/14
14066		665.54	FT 401 QUAL COMP - PPE 7/31
14086		665.54	FT 401 QUAL COMP - PPE 8/14
	Vendor Tota	<b>49,577.59</b>	
316532	RETAIL MARKETING SERVICES	1,995.00	PW - CART SERVICES (6/20)
	Vendor Tota	<b>1,995.00</b>	
316782	REYNA, MARIA S	7.00	ENP EXCURSION REFUND (REYNA)
		4.50	ENP EVENT REFUND (REYNA)
	Vendor Tota	<b>11.50</b>	
316864	RIO VERDE NURSERY	473.04	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>473.04</b>	
316596	RIVERA, JULIO	1,012.50	CSR - CITY FACE MASK (COVID-19)
316597		37.50	CSR - CITY FACE MASK (COVID-19)
	Vendor Tota	<b>1,050.00</b>	
316554	ROADLINE PRODUCTS INC	335.16	PW - FACILITY MNTC SUPPLIES
316669		447.89	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	<b>783.05</b>	
316725	ROBINSON, SHAVONNE	180.00	DAY CAMP REFUND (ROBINSON)
	Vendor Tota	<b>180.00</b>	

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316783	RODRIGUEZ, ISABEL	22.00	ENP EVENT REFUND (RODRIGUEZ)
		5.50	ENP EXCURSION REFUND (RODRIGUEZ)
	Vendor Tota	<b>27.50</b>	
316598	RODRIGUEZ, JULIETA	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316784	RODRIGUEZ, LUCIA	13.00	ENP EXCURSION REFUND (RODRIGUEZ)
	Vendor Tota	<b>13.00</b>	
316726	ROMEROS	18.21	WTR DEP REF - 7319 PETROL #1/2
	Vendor Tota	<b>18.21</b>	
316670	RON'S MAINTENANCE	7,241.00	PW - CATCH BASIN MNTC (7/20)
	Vendor Tota	<b>7,241.00</b>	
316737	RONALD ROBERSON	175.00	CP - GROUNDBREAKING CEREMONY (WELL #16)
316836		100.00	GEN - VIDEOTAPING SVCS (8/14)
	Vendor Tota	<b>275.00</b>	
316599	ROYAL PAPER CORPORATION	1,714.77	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>1,714.77</b>	
316506	RPW SERVICES, INC.	190.00	PW - PEST CONTROL SVCS (COM CTR)
		190.00	PW - PEST CONTROL SVCS (COM CTR)
		120.00	PW - PEST CONTROL SVCS (SIDEWALKS)
		95.00	PW - PEST CONTROL SVCS (STATION)
		95.00	PW - PEST CONTROL SVCS (POND)
		90.00	PW - PEST CONTROL SVCS (CIVIC CENTER)
		88.00	PW - PEST CONTROL SVCS (GYM)
		88.00	PW - PEST CONTROL SVCS (PARAMOUNT PARK)
		88.00	PW - PEST CONTROL SVCS (PROGRESS PARK)
		88.00	PW - PEST CONTROL SVCS (DILLS PARK)
		88.00	PW - PEST CONTROL SVCS (SALUD PARK)
		88.00	PW - PEST CONTROL SVCS (SPAN PARK)
		80.00	PW - PEST CONTROL SVCS (ALL AMERICAN PK)
		80.00	PW - PEST CONTROL SVCS (CITY YARD)
		70.00	PW - PEST CONTROL SVCS (CITY HALL)
		65.00	PW - PEST CONTROL SVCS (FIREHOUSE)
		45.00	PW - PEST CONTROL SVCS (SNACK SHACK)
316865		190.00	PW - PEST CONTROL SVCS (COM CTR)
		190.00	PW - PEST CONTROL SVCS (COM CTR)
		120.00	PW - PEST CONTROL SVCS (SIDEWALKS)
		95.00	PW - PEST CONTROL SVCS (STATION)
		95.00	PW - PEST CONTROL SVCS (POND)
		90.00	PW - PEST CONTROL SVCS (CIVIC CENTER)
		88.00	PW - PEST CONTROL SVCS (GYM)
		88.00	PW - PEST CONTROL SVCS (PARAMOUNT PARK)
		88.00	PW - PEST CONTROL SVCS (PROGRESS PARK)
		88.00	PW - PEST CONTROL SVCS (DILLS PARK)
		88.00	PW - PEST CONTROL SVCS (SALUD PARK)
		88.00	PW - PEST CONTROL SVCS (SPAN PARK)
		80.00	PW - PEST CONTROL SVCS (ALL AMERICAN PK)
		80.00	PW - PEST CONTROL SVCS (CITY YARD)
		70.00	PW - PEST CONTROL SVCS (CITY HALL)
		65.00	PW - PEST CONTROL SVCS (FIREHOUSE)
		45.00	PW - PEST CONTROL SVCS (SNACK SHACK)
	Vendor Tota	<b>3,296.00</b>	
316600	S & S AUTO REGISTRATION SVC	70.00	PW - WATER OPER MNTC SVCS
	Vendor Tota	<b>70.00</b>	



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Check Number	Vendor Name	Amount	Description
316601	S & S WORLDWIDE	284.42	CSR - STAR SUPPLIES
316879		7.44	CSR - STAR SUPPLIES
	Vendor Tota	<b>291.86</b>	
316727	SALAZAR, SERGIO	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316507	SALCO GROWERS, INC.	63.67	PW - LANDSCAPE MNTC SUPPLIES
316671		81.30	PW - LANDSCAPE MNTC SUPPLIES
		36.14	PW - LANDSCAPE MNTC SUPPLIES
	Vendor Tota	<b>181.11</b>	
316602	SANDOVAL, CAROL	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316880	SCHOOL OUTFITTERS	2,214.49	CSR - STAR SUPPLIES
	Vendor Tota	<b>2,214.49</b>	
316521	SCOTTGROSS.WORKS	320.00	CSR - RECREATION SUPPLIES
	Vendor Tota	<b>320.00</b>	
316866	SECTRAN SECURITY INC	497.48	GEN - ARMORED CAR SVC (8/20)
	Vendor Tota	<b>497.48</b>	
316728	SEPULVEDA-PEREZ	12.98	WTR DEP REF - 8317 WILBARN
	Vendor Tota	<b>12.98</b>	
316867	SHOETERIA	193.48	PW - WORK BOOTS (ROADS)
		163.71	PW - WORK BOOTS (ROADS)
		.00	PW - WORK BOOTS (ROADS)
		148.83	PW - WORK BOOTS (ROADS)
		100.00	PW - WORK BOOTS (FACILITIES)
		100.00	PW - WORK BOOTS (ROADS)
		94.25	PW - WORK BOOTS (LANDSCAPE)
	Vendor Tota	<b>800.27</b>	
316508	SMART & FINAL IRIS CO	6.12	GEN - KITCHEN SUPPLIES
316533		230.01	PW - MEETING SUPPLIES
		9.79	PW - MEETING SUPPLIES
316603		143.33	CSR - STAR SUPPLIES
		132.46	CSR - STAR SUPPLIES
		114.82	CSR - DAY CAMP EXCURSION
		37.89	CSR - DAY CAMP SUPPLIES
		13.68	CSR - DAY CAMP SUPPLIES
		13.38	CSR - RECREATION SUPPLIES
316672		48.48	GEN - KITCHEN SUPPLIES
316693		35.03	CSR - RECREATION SUPPLIES
		22.38	CSR - BOTTLED WATER (COVID-19)
		3.27	CSR - DAY CAMP SUPPLIES
316785		168.77	GEN - KITCHEN SUPPLIES
316868		34.57	PW - MEETING SUPPLIES
316881		139.45	CSR - STAR SUPPLIES
		89.28	CSR - STAR SUPPLIES
	Vendor Tota	<b>1,242.71</b>	
316509	SMITH PAINT	333.12	PW - GRAFFITI REMOVAL SUPPLIES
316604		881.20	PW - GRAFFITI REMOVAL SUPPLIES
		312.80	PW - GRAFFITI REMOVAL SUPPLIES
	Vendor Tota	<b>1,527.12</b>	
316510	SO CALIF SECURITY CENTERS, INC	877.42	CIP - SECURITY ENHANCEMENTS (CITY HALL)
	Vendor Tota	<b>877.42</b>	

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Check Number	Vendor Name	Amount	Description
316786	SOLIS, ELVA	10.00	ENP EXCURSION REFUND (SOLIS)
		2.25	ENP EVENT REFUND (SOLIS)
	Vendor Tota	<b>12.25</b>	
316787	SOLIS, VICTORIA	28.00	ENP EXCURSION REFUND (SOLIS)
	Vendor Tota	<b>28.00</b>	
316788	SOLORZANO, IRMA	10.00	ENP EXCURSION REFUND (SOLORZANO)
	Vendor Tota	<b>10.00</b>	
316729	SOTO	18.15	WTR DEP REF - 8211 WILBARN
	Vendor Tota	<b>18.15</b>	
316555	SOURCE GRAPHICS	330.22	PW - FACILITY MNTC SUPPLIES
316673		2,646.00	GEN - CLASP ENVELOPES
		2,097.51	GEN - LETTERHEAD ENVELOPES
		1,775.03	GEN - CLASP ENVELOPES
		1,537.44	GEN - CLASP ENVELOPES
	Vendor Tota	<b>8,386.20</b>	
316694	SOUTHERN CALIF NEWSPAPER GROUP	84.29	PS - PUBLICATIONS (7/20 - 8/20)
		56.95	PS - DIGITAL PUBLICATION (8/20 - 7/21)
	Vendor Tota	<b>141.24</b>	
316801	SOUTHERN CALIFORNIA EDISON CO.	39,748.77	GEN - FACILITIES & PARKS (7/20)
		2,439.12	GEN - CLRWTR BLDG (7/20)
		5,702.51	PW - STREET LIGHTS & MEDIANS (7/20)
		25,974.03	PW - WATER PRODUCTION WELLS (7/20)
		481.52	GEN - PARAMOUNT PARK (7/20)
	Vendor Tota	<b>74,345.95</b>	
316605	SPINITAR/PRESENTATION PRODUCTS	9,014.40	CSR - STAR PERFECTA POSTER MAKER
	Vendor Tota	<b>9,014.40</b>	
14051	STATE BOARD OF EQUALIZATION	1,363.00	SALES TAX REMITTANCE (FY2020)
		-10.00	SALES TAX T-SHIRT ADJ (FY2020)
		10.00	SALES TAX T-SHIRT ADJ (FY2020)
		-.33	SALES TAX ROUNDING-OFF ADJ (FY2020)
		.33	SALES TAX ROUNDING-OFF ADJ (FY2020)
	Vendor Tota	<b>1,363.00</b>	
316629	STATE DISBURSEMENT UNIT	250.00	PAYROLL DEDUCTION - PPE 7/31
316837		250.00	PAYROLL DEDUCTION - PPE 8/14
316630		398.30	PAYROLL DEDUCTION - PPE 7/31
316838		398.30	PAYROLL DEDUCTION - PPE 8/14
316839		49.28	PAYROLL DEDUCTION - PPE 8/14
	Vendor Tota	<b>1,345.88</b>	
316840	STEAMX - SIGNAL HILL	862.46	PW - FACILITY MNTC SVCS
	Vendor Tota	<b>862.46</b>	
316882	SU CASA	5,000.00	CP - COMMUNITY ORG FUNDING
	Vendor Tota	<b>5,000.00</b>	
316522	SUPERIOR COURT OF CALIFORNIA	14,260.00	PS - PARKING VIOLATIONS (6/20)
316815		12,617.50	PS - PARKING VIOLATIONS (7/20)
	Vendor Tota	<b>26,877.50</b>	
316534	SUPERIOR OFFICE PRODUCTS	272.52	PS - HAND SANITIZER & DISINFECTANT
	Vendor Tota	<b>272.52</b>	
316674	SUSTAINABLE ENVIRONMENTAL	471.25	PW - SOLID WASTE CONSULTING SVCS
	Vendor Tota	<b>471.25</b>	

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Check Number	Vendor Name	Amount	Description
316556	THE CAVANAUGH LAW GROUP, APLC	25,720.50	CA - CITY ATTORNEY SVCS (7/20)
		6,539.00	PS - CITY PROSECUTOR (7/20)
	Vendor Tota	<b>32,259.50</b>	
316675	THE REGENTS OF U.C.	474.96	CA - MUNICIPAL LAW HANDBOOK
	Vendor Tota	<b>474.96</b>	
316606	THE SAUCE CREATIVE SERVICES	3,144.05	CSR - STAR SUPPLIES
		2,503.96	CP - PARAMOUNT MERCHANDISE
316789		1,083.76	CP - COMMUNITY PROMO SUPPLIES
316883		4,048.75	CSR - STAR SUPPLIES
	Vendor Tota	<b>10,780.52</b>	
316490	TIME WARNER CABLE	323.94	GEN - CITY HALL INTERNET (7/20)
316491		104.69	GEN - CITY HALL CABLE (7/20)
316511		361.16	GEN - PEG CHANNEL START (7/20)
		120.84	GEN - CITY YARD CABLE (7/20)
316631		371.27	GEN - PEG CHANNEL END (7/20)
		154.98	GEN - CITY YARD INTERNET (7/20)
316884		361.16	GEN - PEG CHANNEL START (8/20)
	Vendor Tota	<b>1,798.04</b>	
316676	TONY'S GLOVES & SAFETY SUPPLY	1,770.62	PW - HOUSEHOLD SUPPLIES
	Vendor Tota	<b>1,770.62</b>	
316790	TORRES, SAMUEL FLORES	15.00	ENP EXCURSION REFUND (TORRES)
		7.00	ENP EXCURSION REFUND (TORRES)
		5.50	ENP EXCURSION REFUND (TORRES)
		10.00	ENP EXCURSION REFUND (TORRES)
	Vendor Tota	<b>37.50</b>	
316607	TORREZ, YANETT	200.00	PS - HOME SECURITY REBATE PROGRAM
	Vendor Tota	<b>200.00</b>	
316802	TRIPEPI SMITH & ASSOCIATES	3,000.00	AS - AL FRESCO WEB DESIGN - 7/20
316869		1,240.52	PW - ENVIRONMENTAL SVCS (5/20)
316885		547.31	PW - ENVIRONMENTAL SVCS (7/20)
		47.97	PW - WATER CONSULTING SVCS (7/20)
	Vendor Tota	<b>4,835.80</b>	
316492	U S POSTAL SVC/ U S POSTMASTER	3,000.00	FIN - BULK MAIL PERMIT
316632		2,930.05	CP - UNITY IN THE COMMUNITY POSTCARDS
316730		2,668.15	CP - AROUND TOWN POSTAGE (8/20)
	Vendor Tota	<b>8,598.20</b>	
316677	UNDERGROUND SERVICE ALERT	242.65	PW - WATER OPER MNTC SVCS (7/20)
		47.56	PW - WATER OPER MNTC SVCS (7/20)
	Vendor Tota	<b>290.21</b>	
316633	UNITED STATES TREASURY	636.00	PAYROLL DEDUCTION - PPE 7/31
	Vendor Tota	<b>636.00</b>	

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Check Number	Vendor Name	Amount	Description		
316557	UNIVAR USA	3,518.27	PW - WATER OPER MNTC SUPPLIES		
		1,973.78	PW - WATER OPER MNTC SUPPLIES		
		1,606.95	PW - WATER OPER MNTC SUPPLIES		
		1,506.35	PW - WATER OPER MNTC SUPPLIES		
		1,385.86	PW - WATER OPER MNTC SUPPLIES		
		1,284.64	PW - WATER OPER MNTC SUPPLIES		
		1,265.25	PW - WATER OPER MNTC SUPPLIES		
		1,161.62	PW - WATER OPER MNTC SUPPLIES		
		316816		1,676.90	PW - WATER OPER MNTC SUPPLIES
				1,542.40	PW - WATER OPER MNTC SUPPLIES
	Vendor Tota	<b>17,847.57</b>			
316535	US BANK VOYAGER FLEET	121.52	PW - CNG FUEL (7/20)		
		280.66	PW - CNG FUEL (7/20)		
	Vendor Tota	<b>402.18</b>			
316634	UTILITY COST MANAGEMENT LLC	4,965.45	PW - UTILITY AUDIT (3/20-5/20) WELL #15		
		120.41	PW - UTILITY AUDIT (3/20-5/20) WELL #13		
		302.45	GEN - UTILITY AUDIT(3/20-5/20) FOUNTAIN		
		1,440.57	GEN - UTILITY AUDIT (3/20-5/20) PARKS		
	Vendor Tota	<b>6,828.88</b>			
316493	VALDIVIESO, JOHN E	200.00	PS - HOME SECURITY REBATE PROGRAM		
			Vendor Tota	<b>200.00</b>	
316791	VASQUEZ, MANUEL	15.00	ENP EXCURSION REFUND (VASQUEZ)		
		15.00	ENP EXCURSION REFUND (VASQUEZ)		
	Vendor Tota	<b>30.00</b>			
316792	VELOZ, MARYELLEN	15.00	ENP EXCURSION REFUND (VELOZ)		
		15.00	ENP EXCURSION REFUND (VELOZ)		
	Vendor Tota	<b>30.00</b>			
316608	VERA	893.88	WTR DEP REF - 16247 VIRGINIA		
			Vendor Tota	<b>893.88</b>	
316523	VERIZON WIRELESS - LA	92.33	AS - CELLULAR SERVICE (7/20)		
		25.22	PL - CELLULAR SERVICE (7/20)		
		97.36	CM - CELLULAR SERVICE (7/20)		
		53.95	FIN - CELLULAR SERVICE (7/20)		
		227.33	PS - CELLULAR SERVICE (7/20)		
		427.13	PS - CELLULAR SERVICE (7/20)		
		448.21	PW - CELLULAR SERVICE (7/20)		
		43.41	AS - SOCIAL MEDIA CELLULAR SVC (7/20)		
		15.08	GEN - EOC CELLULAR & P/R DEVICE (7/20)		
		38.01	PW - USB AIRCARD WELLS #13 & #14 (7/20)		
	Vendor Tota	<b>1,468.03</b>			
316558	VERNON SANITARY SUPPLY CO	502.61	PW - GRAFFITI REMOVAL SUPPLIES		
			Vendor Tota	<b>502.61</b>	
316678	VISTA PAINT CORPORATION	197.94	PW - WATER OPER MNTC SUPPLIES		
			Vendor Tota	<b>197.94</b>	
316793	WALKER, EARNESTINE	15.00	ENP EXCURSION REFUND (WALKER)		
			Vendor Tota	<b>15.00</b>	

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Check Number	Vendor Name	Amount	Description
316731	WALMART COMMUNITY	25.11	CSR - DAY CAMP SUPPLIES
		112.15	CSR - DAY CAMP SUPPLIES
		60.53	CSR - DAY CAMP SUPPLIES
		111.13	CSR - DAY CAMP SUPPLIES
		43.89	CSR - DAY CAMP SUPPLIES
		<b>352.81</b>	
	Vendor Tota		
316870	WALTERS WHOLESALE	271.74	PW - FACILITY MNTC SUPPLIES
	Vendor Tota	<b>271.74</b>	
316794	WATER REPLENISHMENT DISTRICT	141,437.50	PW - GROUNDWATER PRODUCTION (6/20)
	Vendor Tota	<b>141,437.50</b>	
316609	WECK LABORATORIES, INC.	600.00	PW - WATER CHEMICAL TESTING
	Vendor Tota	<b>600.00</b>	

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Check Number	Vendor Name	Amount	Description
316679	WELLS FARGO	407.60	CP - GROUNDBREAKING CEREMONY (WELL #16)
		92.92	CSR - MEETING SUPPLIES (7/21)
316695		236.44	PS - MEETING SUPPLIES (7/2)
		98.00	PS - PUBLICATIONS
		15.40	PS - OFFICE SUPPLIES
		39.68	PS - OFFICE SUPPLIES
		16.14	PS - OFFICE SUPPLIES
		44.08	PS - OFFICE SUPPLIES
		219.77	PS - OFFICE SUPPLIES
		12.88	PS - OFFICE SUPPLIES
		18.28	PS - OFFICE SUPPLIES
		148.67	PS - OFFICE SUPPLIES
		15.15	PS - OFFICE SUPPLIES
316696		2.99	CP - GOOGLE SUBSCRIPTION (7/20)
		2.99	CP - I-CLOUD STORAGE
		91.90	CM - UNITY IN THE COMMUNITY (7/9)
		1,400.00	CM - ICMA MEMBERSHIP (JM)
		199.00	CM - ICMA CONFERENCE (JM)
		40.55	GEN - KITCHEN SUPPLIES
		400.00	CM - CCMF MEMBERSHIP (JM)
		2.99	CP - GOOGLE SUBSCRIPTION (6/20)
		61.31	CM - OFFICE SUPPLIES
		-328.48	CC - OFFICE SUPPLIES (CREDIT)
		74.34	CM - MEETING EXPENSE (6/18)
		11.99	CP - FREEPIK SUBSCRIPTION
		335.05	CC - OFFICE SUPPLIES
		145.65	CM - MEETING EXPENSE (6/29)
		2.99	AS - ICLOUD STORAGE (4/20)
		2.99	CP - GOOGLE SUBSCRIPTION (5/20)
		46.55	CM - OFFICE SUPPLIES
		2.99	AS - ICLOUD STORAGE (5/20)
		2.99	CP - GOOGLE SUBSCRIPTION (3/20)
		-375.00	AS - JPIA LEADERSHIP (AV)
		1.70	CP - FACEBOOK POSTS
		2.99	AS - ICLOUD STORAGE (4/20)
		2.99	CP - GOOGLE SUBSCRIPTION (4/20)
		175.18	CC - OFFICE SUPPLIES
		328.48	CC - OFFICE SUPPLIES (PRINTERS - VS/IA)
		-625.00	CC - CCCA ANNUAL CONF (PL)
		-625.00	CC - CCCA ANNUAL CONF (LG)
		-625.00	AS - CCCA ANNUAL CONF (AV)
		-625.00	CM - CCCA ANNUAL CONF (JM)
316680		396.89	FIN - OFFICE SUPPLIES
316738		31.64	PW - OFFICE SUPPLIES
		31.81	PW - OFFICE SUPPLIES
		38.58	PW - PUBLICATIONS
		-31.64	PW - OFFICE SUPPLIES (CREDIT)
316819		356.48	CSR - STAR SUPPLIES
		166.15	CSR - SENIOR HOT MEALS (COVID-19) - 7/2
		6.98	CSR - ENP SUPPLIES
		27.46	CSR - STAR SUPPLIES
		27.52	CSR - STAR SUPPLIES
		228.31	CSR - EQUIPMENT MNTC SUPPLIES
		179.00	CSR - DAY CAMP EXCURSION
		172.60	CSR - FACILITY SUPPLIES
		-1.41	CSR - STAR SUPPLIES (CREDIT)
		69.99	CSR - STAR SUPPLIES
		2.95	CSR - STAR SUPPLIES
		24.53	CSR - ENP EVENT SUPPLIES
		48.72	CSR - STAR SUPPLIES

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Check Number	Vendor Name	Amount	Description
316819	WELLS FARGO	220.21	CSR - RECREATION SUPPLIES
		194.70	CSR - SENIOR HOT MEALS (COVID-19) - 7/9
		79.07	CSR - STAR SUPPLIES
		140.68	CSR - STAR SUPPLIES
		104.66	CSR - STAR SUPPLIES
		77.15	CSR - STAR SUPPLIES
		61.81	CSR - STAR SUPPLIES
		609.12	CSR - FACILITY SCHEDULING APPLICATION
		92.52	CSR - RECREATION SUPPLIES
		165.54	CSR - RECREATION SUPPLIES
		57.24	CSR - STAR SUPPLIES
		80.13	CSR - FACILITY SUPPLIES
		379.35	CSR - STAR SUPPLIES
		55.80	CSR - MEETING SUPPLIES
		60.69	CSR - STAR SUPPLIES
		18.73	CSR - RECREATION SUPPLIES
		91.34	CSR - RECREATION SUPPLIES
		50.18	CSR - RECREATION SUPPLIES
		115.49	CSR - STAR SUPPLIES
		198.23	CSR - STAR SUPPLIES
		41.25	CSR - MEETING SUPPLIES
		624.00	CSR - DAY CAMP EXCURSION (7/17)
		-100.00	CSR - DAY CAMP EXCURSION (7/24-CREDIT)
		-175.00	CSR - DAY CAMP EXCURSION (7/24-CREDIT)
		298.88	CSR - SENIOR HOT MEALS (COVID-19)-7/16
		32.83	CSR - RECREATION SUPPLIES
		8.81	CSR - STAR SUPPLIES
		1,366.95	CSR - STAR SUPPLIES
		27.49	CSR - STAR SUPPLIES
		19.81	CSR - STAR SUPPLIES
		418.94	CSR - STAR SUPPLIES
		69.52	CSR - FACILITY SUPPLIES
		14.06	CSR - ENP EVENT SUPPLIES
		63.83	CSR - DAY CAMP EXCURSION (7/17)
		94.09	CSR - UNIFORMS
		118.62	CSR - STAR SUPPLIES
		3.30	CSR - STAR SUPPLIES
		6.60	CSR - STAR SUPPLIES
		15.38	CSR - STAR SUPPLIES
		21.38	CSR - STAR SUPPLIES
		116.18	CSR - STAR SUPPLIES
		2.19	CSR - STAR SUPPLIES
		78.90	CSR - STAR SUPPLIES
		109.28	CSR - STAR SUPPLIES
		113.10	CSR - ENP EVENT SUPPLIES
		1,034.38	CSR - FACILITY MNTC SUPPLIES
		23.14	CSR - STAR SUPPLIES
		634.94	CSR - STAR SUPPLIES
		115.27	CSR - FACILITY SUPPLIES
		259.88	CSR - SENIOR HOT MEALS (COVID-19)-7/23
		24.53	CSR - ENP EVENT SUPPLIES
		59.00	CP - TRADEMARK REGISTRATION
		99.00	CP - TRADEMARK REGISTRATION
		69.00	CP - TRADEMARK REGISTRATION
		47.48	CSR - ENP EVENT SUPPLIES
		145.35	CSR - STAR SUPPLIES
		24.19	CSR - STAR SUPPLIES
		724.42	CSR - STAR SUPPLIES
		36.35	CSR - FACILITY SUPPLIES
		7.08	CSR - ENP EVENT SUPPLIES

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Check Number	Vendor Name	Amount	Description
316819	WELLS FARGO	58.60	CSR - STAR SUPPLIES
		186.87	CSR - EQUIPMENT MNTC SUPPLIES
		78.01	CSR - RECREATION SUPPLIES
		39.95	CSR - ENP EVENT SUPPLIES
		33.18	CSR - RECREATION SUPPLIES
		220.50	CSR - SENIOR HOT MEALS (COVID-19)-7/30
		43.65	CSR - STAR SUPPLIES
		44.08	CSR - STAR SUPPLIES
		26.20	CSR - STAR SUPPLIES
		130.07	CSR - STAR SUPPLIES
		17.62	CSR - STAR SUPPLIES
		275.00	CP - CITY LOGO TRADEMARK
		39.00	GEN - BANK CHARGES (WF - CSR)
		411.95	CSR - ENP SUPPLIES
		546.15	CSR - ENP SUPPLIES
		1,589.26	CSR - ENP SUPPLIES
316803		2,580.00	PL - CALBO CONFERENCE (AG, RB, DM, SB)
		60.00	PL - ICC MEMBERSHIP (RB)
		60.00	PL - ICC MEMBERSHIP (AG)
		60.00	PL - ICC MEMBERSHIP (DM)
		60.00	PL - ICC MEMBERSHIP (SB)
		240.00	PL - ICC MEMBERSHIP (CITY)
		43.49	PC - PLANNING COMMISSION MEETING (7/16)
		512.00	PL - APA MEMBERSHIP (RS)
		40.55	PL - MEETING SUPPLIES
		-84.00	PL - APA MEMBERSHIP (RS-CREDIT)
316681		2,724.34	AS - 5 IPADS & 5 APPLE PENCILS(COVID-19)
		484.80	HR - OFFICE SUPPLIES
		218.00	GEN - SSL MAIL CERTIFICATE (DIGICERT)
		126.74	AS - 4 IPAD CASES & 1 HEADSET (COVID-19)
		88.16	AS - 4 HEADSETS (COVID-19)
		239.88	AS - JOIN.ME PRO (COVID-19) - CSR
	Vendor Tota	<b>24,017.79</b>	
14071	WELLS FARGO BANK	1,814.78	GEN - CITY BANK ANALYSIS (7/20)
14072		55.52	GEN - HA BANK ANALYSIS (7/20)
	Vendor Tota	<b>1,870.30</b>	
316512	WELLS FARGO FINANCIAL LEASING	184.97	FIN - COPIER (8/20)
	Vendor Tota	<b>184.97</b>	
316536	WILLDAN ASSOCIATES, INC	5,000.00	CIP - ARTERIAL STREET RESURFACE (6/20)
		84,000.00	CIP - ARTERIAL STREET RESURFACE (6/20)
		11,115.75	PW - GENERAL ENG SVCS (6/20)
		5,251.00	PW - TRAFFIC ENG SVCS (6/20)
		4,171.75	CIP - WSAB BIKEWAY PHASE 2 (6/20)
		2,741.00	PW - GENERAL ENG SVCS (ST LIGHT) - 6/20
		1,194.00	CIP - ROSECRANS BRIDGE REPAIR (6/20)
316697		3,393.00	FIN - FEE STUDY (7/20)
316732		928.50	PW - LANDSCAPE MNTC DISTRICT (FY 2021)
316739		1,980.00	CIP - NEIGHBORHOOD STREET RESURF (4/20)
316795		10,000.00	CIP - NEIGHBORHOOD STREET RESURF (6/20)
		98,000.00	CIP - NEIGHBORHOOD STREET RESURF (6/20)
		18,400.00	CIP - ARTERIAL STREET RESURFACE (4/20)
		5,600.00	CIP - ARTERIAL STREET RESURFACE (4/20)
		2,610.00	PW - LANDSCAPE ENG SVCS
		1,875.00	PW - MINI-DITCH COURTH PLANS
	Vendor Tota	<b>256,260.00</b>	
316796	WILLIAMSON, HENRIETTA	15.00	ENP EXCURSION REFUND (WILLIAMSON)
	Vendor Tota	<b>15.00</b>	



**CITY OF PARAMOUNT  
FINAL CHECK REGISTER  
August 31, 2020  
Pre-issue Checks**

Check Number	Vendor Name	Amount	Description
316797	WINGROVE, LYDIA	15.00	ENP EXCURSION REFUND (WINGROVE)
	Vendor Tota	<b>15.00</b>	
316698	XEROX CORP.	632.05	PS - PRINTER (7/20)
316820		150.80	PS - PRINTER (7/20)
		148.46	PS - COPIER INTEGRATOR (7/20)
	Vendor Tota	<b>931.31</b>	
316635	XEROX FINANCIAL SERVICES, LLC	415.96	GEN - CITY HALL COPIER/PRINTER (7/20)
		162.26	GEN - CITY HALL COLOR PRINTER (7/20)
		169.24	PL - COPIER (7/20)
		370.76	CSR - COPIER (7/20)
	Vendor Tota	<b>1,118.22</b>	
316798	YOUNG	22.00	ENP EXCURSION REFUND (YOUNG)
		2.25	ENP EVENT REFUND (YOUNG)
	Vendor Tota	<b>24.25</b>	
316559	ZUMAR INDUSTRIES, INC.	4,245.78	PW - TRAFFIC SAFETY SUPPLIES
		311.62	PW - STREET MNTC SUPPLIES
	Vendor Tota	<b>4,557.40</b>	
<b>A total of 456 checks were issued for</b>		<b>\$3,936,104.64</b>	

SEPTEMBER 1, 2020

ORDINANCE NO. 1132

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 235, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-1 (LIGHT MANUFACTURING) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/SINGLE-FAMILY RESIDENTIAL TO ALLOW FOR THE DEVELOPMENT OF TEN SINGLE-FAMILY HOMES AT 6500-6510 ALONDRA BOULEVARD IN THE CITY OF PARAMOUNT”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1132.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Heidi Luce, City Clerk  
**Date:** September 1, 2020

---

**Subject: ORDINANCE NO. 1132**

The City Council, at its regularly scheduled meeting on August 4, 2020, introduced Ordinance No. 1132 and placed it on the next regular agenda for adoption.

**ORDINANCE NO. 1132**

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 235, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-1 (LIGHT MANUFACTURING) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/SINGLE-FAMILY RESIDENTIAL TO ALLOW FOR THE DEVELOPMENT OF TEN SINGLE-FAMILY HOMES AT 6500-6510 ALONDRA BOULEVARD IN THE CITY OF PARAMOUNT”

Attached is the agenda report from the August 4, 2020 meeting.

**RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1132.



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** John Carver, Planning Director  
**Date:** August 4, 2020

---

**Subject: ORDINANCE NO. 1132/ZONE CHANGE NO. 235  
6500-6510 ALONDRA BOULEVARD**

### **Background**

This item is a request by Gold Key Development to change the zone from M-1 (Light Manufacturing) to PD-PS (Planned Development with Performance Standards)/Single-Family Residential at 6500-6510 Alondra Boulevard to allow for the development of ten single-family homes. Two properties comprise the 30,744 square foot (0.71-acre) site, which is on the south side of Alondra Boulevard in an area between the Home Depot and Hunsaker Avenue. The property at 6500 Alondra Boulevard is vacant land that was the former site of Crooks Brothers Auto Body, and 6510 Alondra Boulevard is developed with two housing units that will be demolished for the subject project. The Planning Commission reviewed this item at its July 14, 2020 meeting and recommended approval to the City Council. The Planning Commission also approved a tentative tract map to create ten individual lots that can be sold separately, and found that a partial parkway vacation will not affect the Circulation Element of the General Plan. Additionally, the Development Review Board approved the design and site layout of the project.

### **Project Description**

The project consists of the construction of ten detached, two-story single-family homes on separate lots. Access to the project will be from the frontage road on the south side of Alondra Boulevard. The proposed floor areas range from 1,711 and 1,800 square feet of floor area, and parcels will range in size from 2,453 square feet to 3,611 square feet. The lot sizes are consistent with other recently approved single-family projects. All ten homes will contain four bedrooms and two-and-one-half bathrooms. Each home will have an attached two-car garage and two driveway parking spaces. A condition has been included in the zoning standards that require the garages to be used for the parking of two vehicles. Additionally, the City will process resident permit parking on the Alondra Boulevard frontage road to provide overflow and guest parking. The project will incorporate Hacienda and California/Spanish design themes consistent with City standards.

## **Discussion**

The applicant is proposing to construct ten single-family homes on individual lots that will be sold separately. The zone change will meet a market demand for compact single-family residential development. The proposed zone change implements the General Plan Land Use Designation of Multiple Family Residential, which allows single-family and multiple-family residential uses. The project will not be out of character with the General Plan, which the City Council most recently updated in 2007. The project will integrate well with the surrounding neighborhood, which is comprised of multiple-family residential properties developed at varying densities.

## **Summary**

The applicant is requesting a zone change that will allow for the development and individual sale of ten single-family residential parcels. As discussed above, approval of this request will help meet a strong demand for detached single-family homes. The proposal will successfully integrate into the surrounding neighborhood. The Los Angeles River multipurpose trail to the west will provide excellent offsite recreational amenities to future residents. Approval of the proposed project will allow for a significant aesthetic improvement to the physical environment, and the zone change will remove the future possibility of manufacturing uses. Additionally, this project will help us to meet our Regional Housing Needs Allocation (RHNA) number by adding residential units to Paramount's housing stock. Finally, the lot sizes for this project will be similar to the 30 recently completed homes to the south of Home Depot, which were constructed by the applicant and have an average size of 3,337 square feet.

## **Environmental Assessment**

As part of this project, an environmental analysis was conducted by an outside environmental planning consultant, EPD Solutions, Inc. The analysis determined that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

## **RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1132, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1132**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 235, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM M-1 (LIGHT MANUFACTURING) TO PD-PS (PLANNED DEVELOPMENT WITH PERFORMANCE STANDARDS)/ SINGLE-FAMILY RESIDENTIAL TO ALLOW FOR THE DEVELOPMENT OF TEN SINGLE-FAMILY HOMES AT 6500-6510 ALONDRA BOULEVARD IN THE CITY OF PARAMOUNT

THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1. Purpose and Findings.** The City Council finds and declares as follows:

WHEREAS, California Constitution Article XI, Section 7, enables the City of Paramount (“the City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations, including the location and boundaries of the various zones shown and delineated on the Official Zoning Map of the City, is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 14, 2020 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 20:023, recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on August 4, 2020, at which time it considered all evidence presented, both written and oral.

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

**SECTION 2.** The official Zoning Map of the City of Paramount adopted by Ordinance No. 178 on February 20, 1962 is amended as shown on the map attached hereto, marked Exhibit "A", to be zoned PD-PS (Planned Development with Performance Standards/Single-Family Residential). Said change shall be made on the official Zoning Map of the City of Paramount

Said zone change shall be subject to the following conditions:

Permitted Uses:

The following uses shall be permitted in this PD-PS zone:

1. One single-family dwelling. Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot other than a detached single-family dwelling. No part of the properties shall ever be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purpose.
2. Accessory dwelling unit (ADU) and/or junior accessory dwelling unit (JADU). An ADU and/or JADU shall be permitted pursuant to Article XXVI of the Paramount Municipal Code and State law.
3. Attached accessory buildings and structures, including private garages.
4. Animals. Dogs and cats as household pets, provided that the total number is any combination thereof shall not exceed three. Livestock, including cattle, sheep, goats, horses, rabbits, rodents, poultry, fowl, and pigeons are prohibited.
5. Home garden.
6. Home occupation. A Home Occupation Permit may be granted pursuant to Section 44-19 (e) of the Paramount Municipal Code.

Performance Standards:

1. Vehicle repair. The repair or dismantling of any vehicle within the PD-PS (Planned Development with Performance Standards/Single-Family Residential) zone shall be prohibited.
2. Commercial trucks/trailers. The parking or storage of trailers or commercial trucks shall not be allowed.

3. Vehicle parking. The garages and driveways shall only be used for the parking of motor vehicles.
4. Recreational vehicles. The outdoor parking or outdoor storage of any recreational vehicle shall not be allowed. Such recreational vehicles shall include, but are not limited to motorhomes, boats, travel trailers, and transport trailers.
5. Satellite dish. The installation of a satellite dish shall be at a location at the rear of the house or garage and shall not project above the peak of the roof so as not to be visible from the public right-of-way.
6. Pole/antennae. No television or radio poles, antennae, or other external fixtures other than those originally installed by the developer and any replacements thereof, shall be constructed, erected or maintained on or within any lot. No other than that originally installed by the developer and any replacements thereof, shall be constructed, erected or maintained on any lot.
7. Clotheslines. Clotheslines shall be located at the rear of the house or garage and shall not be visible from the public right-of-way.
8. Trash/recyclables. Trash, recyclables, garbage, or other waste shall be kept only in sanitary containers that shall be stored in a location so as not to be visible from the public right-of-way. No owner of a lot shall permit or cause any trash or refuse to be kept on any portion of the properties other than in receptacles customarily used therefore.
9. Storage. The storage or accumulation of junk, trash, manure, and other offensive or noxious materials on any lot is specifically prohibited. No burning on any lot shall be permitted except in fireplaces or barbecues, if any. No lumber, metals, machinery, equipment or building materials shall be kept, stored, or allowed to accumulate on any lot.
10. Modifications. No owner shall make any alterations or modifications to the exterior of the buildings, fences, railings, walls or other improvements constructed on his lot, or change the grade or drainage pattern of his lot, without the prior consent of the Planning Director.
11. Home gardens, front yard. With the exception of fruit trees, edible landscaping in the front yard shall be restricted to raised garden beds. Raised garden beds shall be constructed of wood (free of rot), brick, masonry, landscape timbers, metal, ceramic, or synthetic lumber. With the exception of fruit trees, edible landscaping in the front yard shall not exceed a maximum height of 42 inches measured from the top of soil.



Edible plant materials shall be promptly harvested and removed when mature or ripe. Plants not harvested for consumption shall be promptly removed or tilled into the soil. Planting areas fallowed between growing seasons shall be covered with mulch or similar material or otherwise maintained in clean condition until the next planting period. Weeds shall be promptly removed. Actions shall be taken to prevent and eliminate pests.

Development Standards:

1. Setbacks. Building setbacks are to be as shown on the submitted site plan and made by reference a part of this zone change.
2. Parking. Parking shall be provided at a minimum rate of two garage spaces per unit and two driveway parking spaces per unit.
3. Driveways. The driveway shall not be widened.
4. Roofing. Decorative roofing material shall be maintained. Asphalt composition shingle is not considered decorative roofing material and is not permissible as reroofing material. Reroofing requires separate Planning Department review and approval of the material and color.
5. Signage. Each lot or parcel of land in this PD-PS zone may have the following signs:
  - a. Name plates not exceeding two square feet in area containing the name of the occupant of the premises.
  - b. Address numbers not exceeding six inches in height.
6. Mailboxes. Mailboxes shall be provided at a rate of one per unit. Said boxes shall be installed by the developer.
7. Fences, etc. No fence or hedge exceeding 42 inches in height shall be erected or permitted in the front setback areas on any lot. No chainlink fences will be permitted.
8. Security bars. No wrought iron, metal, steel, etc. burglar bars shall be installed on exterior of any window. All exterior doors must be able to open without special knowledge or tools.
9. Garbage and recyclable cans. Each home shall store garbage and recyclable cans within garages or behind private area fencing.
10. Tarps. The use of tarps is prohibited in front setbacks, side setbacks, rear yard areas, over driveways, and in parking and circulation areas.

11. Landscaping/irrigation. Landscaping and irrigation shall comply with Article XXIV (Water-Efficient Landscape Provisions) of Chapter 44 (Zoning Ordinance) of the Paramount Municipal Code.
12. Automobile maintenance. The minor maintenance of vehicles (oil change, etc.) shall be screened from public view.
13. Security wire. No barbed wire, concertina wire, razor wire or cut glass shall be used as a fence or part of a fence, wall or hedge along any property line or within any required side, rear, or front yard.

Compliance to Article XVIII of Chapter 44 of the Paramount Municipal Code relating to the PD-PS (Planned Development with Performance Standard) zoning.

This zone change case shall comply with all conditions set forth in Article XVIII of Chapter 44 of the Paramount Municipal Code dealing with the PD-PS (Planned Development with Performance Standards) zone, Section 44-229 to 44-240.9, inclusive.

**SECTION 3. California Environmental Quality Act (CEQA)**. This Ordinance is exempt from CEQA per Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

**SECTION 4.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 5.** This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

**SECTION 6.** This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk or duly appointed deputy shall certify to the adoption of this Ordinance to be published as required by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of  
Paramount this 1<sup>st</sup> day of September 2020.

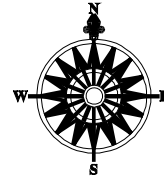
\_\_\_\_\_  
Peggy Lemons, Mayor

Attest:

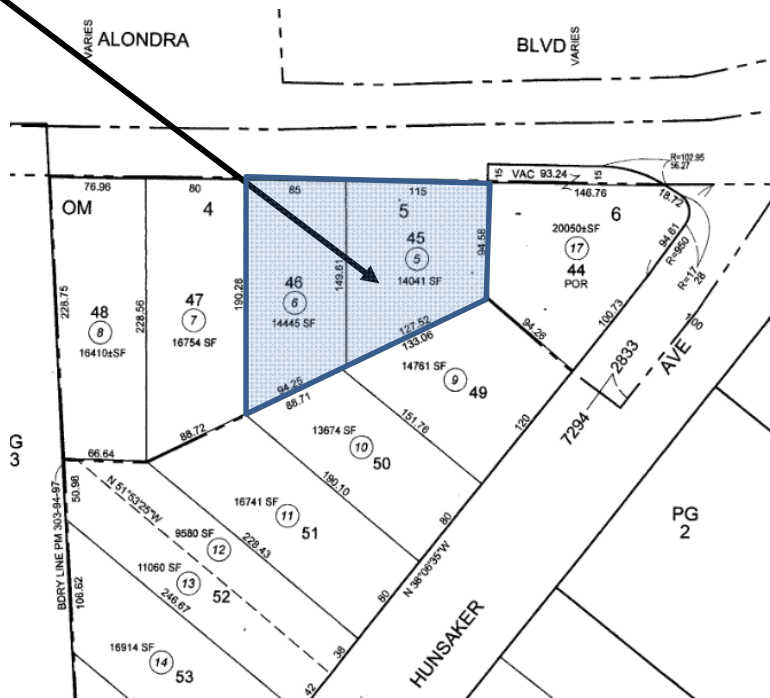
\_\_\_\_\_  
Heidi Luce, City Clerk

# Exhibit A

## Ordinance No. 1132/Zone Change No. 235



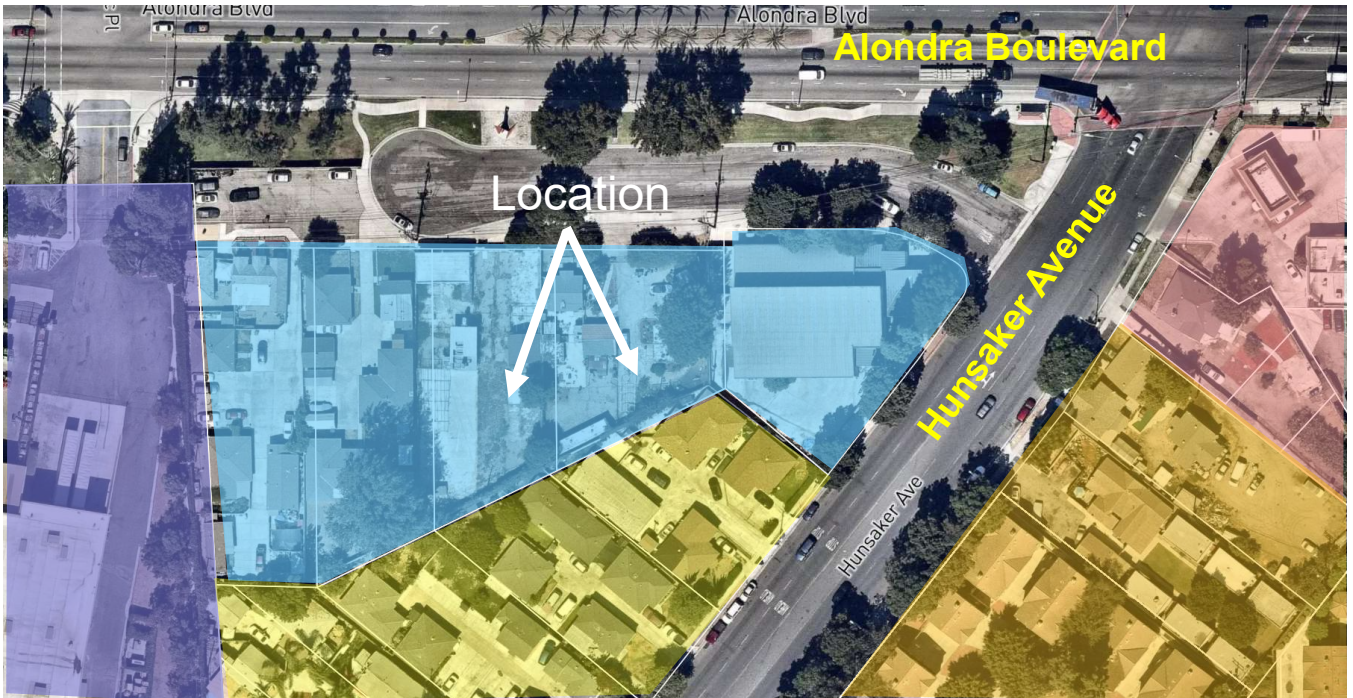
**Subject Site**








6500-6510 Alondra Blvd.

# Zone Change No. 235

## Existing Zoning

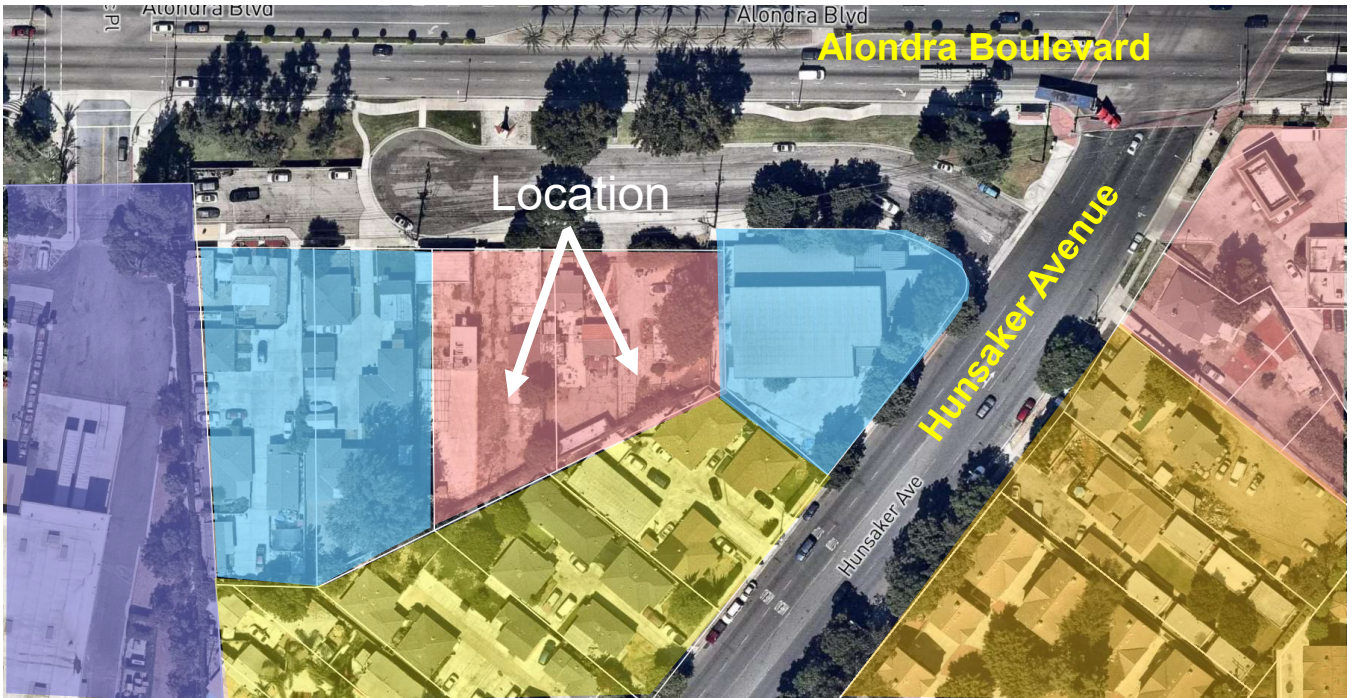







-  PD-PS (Planned Development with Performance Standards)
-  R-2 (Medium-Density Residential)
-  R-M (Multiple-Family Residential)
-  C-M (Commercial Manufacturing)
-  M-1 (Light Manufacturing)

6500-6510 Alondra Boulevard

# Zone Change No. 235

## Proposed Zoning







-  PD-PS (Planned Development with Performance Standards)
-  R-2 (Medium-Density Residential)
-  R-M (Multiple-Family Residential)
-  C-M (Commercial Manufacturing)
-  M-1 (Light Manufacturing)

6500-6510 Alondra Boulevard

# Zone Change No. 235

## Land Use

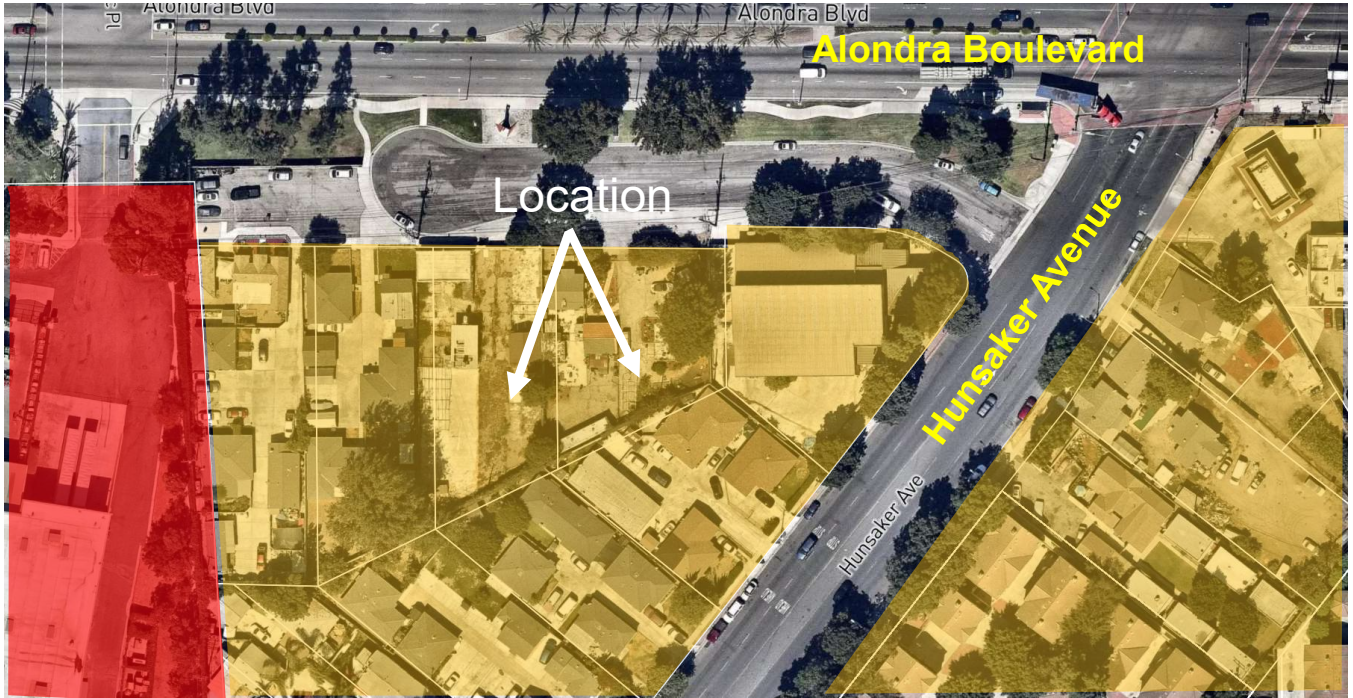




-  Medium Density Residential
-  Multiple-Family Residential
-  Commercial
-  Light Manufacturing

6500-6510 Alondra Boulevard

# Zone Change No. 235

## General Plan



-  Multiple-Family Residential
-  Commercial

6500-6510 Alondra Boulevard



SEPTEMBER 1, 2020

ORDINANCE NO. 1133

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING DEVELOPMENT AGREEMENT NO. 20-1 WITH DWAYNE DEROSE/DEROSE CO, LLC DBA DEROSE DISPLAYS FOR THE CONSTRUCTION, INSTALLATION, AND OPERATION OF A FREEWAY-ORIENTED DIGITAL BILLBOARD ON VACANT LAND NORTH OF ROSECRANS AVENUE, BETWEEN THE LOS ANGELES RIVER AND 710-FREEWAY [ASSESSOR PARCEL NUMBER 6236-035-013] IN THE M-2 (HEAVY MANUFACTURING) ZONE”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, AND ADOPT ORDINANCE NO. 1133.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Heidi Luce, City Clerk  
**Date:** September 1, 2020

---

**Subject: ORDINANCE NO. 1133**

The City Council, at its regularly scheduled meeting on August 4, 2020, introduced Ordinance No. 1133 and placed it on the next regular agenda for adoption.

**ORDINANCE NO. 1133**

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING DEVELOPMENT AGREEMENT NO. 20-1 WITH DWAYNE DEROSE/DEROSE CO, LLC DBA DEROSE DISPLAYS FOR THE CONSTRUCTION, INSTALLATION, AND OPERATION OF A FREEWAY-ORIENTED DIGITAL BILLBOARD ON VACANT LAND NORTH OF ROSECRANS AVENUE, BETWEEN THE LOS ANGELES RIVER AND 710-FREEWAY [ASSESSOR PARCEL NUMBER 6236-035-013] IN THE M-2 (HEAVY MANUFACTURING) ZONE”

Attached is the agenda report from the August 4, 2020 meeting.

**RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1133.



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** John Carver, Planning Director  
John King, AICP, Assistant Planning Director  
**Date:** August 4, 2020

---

**Subject: ORDINANCE NO. 1133/DEVELOPMENT AGREEMENT NO. 20-1  
DWAYNE DEROSE/DEROSE DISPLAYS**

### **Background**

This application is a request by Dwayne DeRose/DeRose Co, LLC dba DeRose Displays for an ordinance approving a development agreement with the City of Paramount for the construction, installation, and operation of a freeway-oriented digital billboard on vacant land north of Rosecrans Avenue, between the Los Angeles River and 710-Freeway [Assessor Parcel Number 6236-035-013] in the M-2 (Heavy Manufacturing) zone. The applicant is leasing land from the property owner of the subject 10,603 square foot property.

On July 14, 2020, the Planning Commission unanimously voted to recommend that the City Council adopt an ordinance approving Development Agreement No. 20-1. Upon City Council approval of the ordinance, the Mayor will be authorized to sign Development Agreement No. 20-1 on behalf of the City. The Development Review Board approved the design of the proposed billboard with Development Review Application No. 20:007 on July 14, 2020.

### **ZOTA No. 13**

In February 2020, the City Council adopted Ordinance No. 1122, approving Zoning Ordinance Text Amendment (ZOTA) No. 13. The ordinance allows freeway-oriented digital billboards (also known as electronic billboards) in a specific area along the Long Beach (I-710) Freeway. The location is a relatively nondescript ten-acre area to the north of Rosecrans Avenue and between the Los Angeles River and the 710 Freeway. Seven irregularly-shaped land parcels under ownership of four separate property owners comprise the area. The digital billboard will be installed on only one of the seven parcels; the other six parcels will remain vacant. Paramount Municipal Code Section 44-81 (21)(k) notes the following:

All use standards and mitigations, including but not limited to those that ensure digital billboard lighting will not negatively impact the surrounding neighborhoods, will be identified in a development agreement to be approved by the Planning Commission and City Council.

## Billboard Description

The applicant submitted an application for a development agreement with the City to construct, install, and operate a double-sided digital billboard with an overall height of 45 feet. The lease area would be surrounded by a secure fence, and security cameras would be installed. The proposed billboard faces (“Message Display Center”) are 14 feet in height by 48 feet in length for an area of 672 square feet on each side. City of Paramount logo and channel letter text are proposed for each side to help promote the City. A rendering of the proposed design is below:



## Development Agreement

The proposed development agreement addresses an array of construction and operational issues for the betterment of the Paramount community, including the following:

- **Lighting.** An automatic dimming system shall be installed to reduce the intensity of the light emitting from the Message Display Center during operations between sunset and sunrise. Visible light levels are measured by lumens. Daytime (sunrise to sunset) maximum lighting levels will not exceed 7,500 lumens per square meter. Nighttime (sunset to sunrise) lighting levels will not exceed 500 lumens per square meter.
- **Maintenance.** The applicant will maintain the billboard and site in good condition. Weeds will need to be removed and prevented. Graffiti and other forms of vandalism will need to be removed within 24 hours. Such maintenance will apply to only the parcel that the billboard occupies; all other parcels continue to be the responsibility of each individual property owner.

- Clean energy. The applicant has agreed to purchase electrical power from 100% renewable sources, which is the highest tier of sustainability.
- Promotion of City events. The agreement requires a guaranteed minimum rate of five percent and up to ten percent on a space-available basis of each minute for civic public service messages.
- Revenue share. The agreement provides for an annual payment from the applicant to the City beginning at \$105,000 with adjustments in future years based on the Consumer Price Index.
- Limitations. To avoid controversial messaging, content of a political, religious, or sexual nature will not be permitted. Messages will also not contain advertising for distilled spirits, tobacco products, gambling, or gambling services. However, gambling establishments may advertise non-gaming services such as music concerts or live comedy.

## **Environmental Assessment**

Blodgett Baylosis Environmental Planning, an environmental planning consultant, prepared an Initial Study in accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines to determine whether the project would have a significant impact on the environment. The Initial Study evaluated required environmental criteria such as aesthetics, air quality, geology/soils, hazards/hazardous materials, hydrology, land use, noise, public services, transportation/traffic, and utilities. The Initial Study determined that the project installation and operation would not have a significant immitigable negative impact on the environment, and a Mitigated Negative Declaration is recommended for project adoption. As such, a mitigation monitoring and reporting program will be required. Findings of the Initial Study are below.

### Aesthetics

The proposed billboard will not be in the line-of-sight between the occupants of any nearby buildings and any potentially visible viewsheds. The proposed project site is not located near any residential uses that could potentially be affected by an obstruction of views. Once complete, the entire billboard structure will have a height of 45 feet and the billboard faces will have a length of 48 feet and a height of 14 feet. The height of the proposed digital billboard will not be great enough to obstruct those aforementioned viewsheds. In addition, the billboard structure pole will not present a large enough surface area to cause an obstruction of views. As a result, the proposed project will not have an impact on a scenic vista.

Light intensity from the billboard images will be modulated to not interfere with driver vision during the night and to avoid light pollution in the evening. Caltrans will control the light intensity. The proposed billboard will be required to include a photometric sensor to adjust for day and night viewing. As a result, light and glare impacts will be less than significant.

Below is a photosimulation of the billboard location:



### Air Quality

The emissions related to the installation and operation of the proposed project are minimal. As a result, no mitigation is required.

### Cultural Resources

The analysis of potential cultural resources impacts indicated that the project site is situated in an area of high archaeological significance. Mitigation measures are provided to ensure the preservation of any discovered tribal artifacts. In addition, in the unlikely event that human remains are uncovered by construction crews, all excavation and grading activities shall be halted, and the Los Angeles County Sheriff's Department would be contacted. The Sheriff's Department would then contact the County Coroner.

### Energy

The average annual energy consumption for digital billboards is 61,032 kilowatt hours ("kWh"). For purposes of comparison, a small specialty retail store with approximately 1,200 square feet of floor area will consume approximately 69,715 kWh of electricity on an annual basis. The billboard would be projected to draw 50 amps, which translates to an annual usage of 52,560 kWh. However, this number may be lower depending on a number of factors. The proposed billboard would use electrical energy and would be constructed pursuant to current electrical codes, including Title 24 of the California Building Code.

### Land Use and Planning

The location of the proposed billboard will be approximately 200 feet east of the I-710 Freeway and 600 feet north of Rosecrans Avenue. The nearest residential uses are the single-family homes that are located approximately 600 feet west of the project site, west of the I-710 Freeway in the City of Lynwood. The proposed billboard will only occupy 100

square feet of land area. Due to the nature of the project and its distance from residential uses, the project will not lead to any division of an existing established neighborhood and no impacts will occur. The project site is currently undeveloped and covered over in dirt, grass, debris and ruderal vegetation. The proposed project will not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect and no impacts will occur.

### Tribal Cultural Resources

The digital billboard would be located within an urbanized area of Paramount, and there is a limited likelihood that artifacts will be encountered. The drilling for the billboard's support will be 25 feet and the diameter will be approximately five feet. The entire City is located within the cultural area that was formerly occupied by the Gabrieleño-Kizh. Although the surrounding area has been subject to disturbance to accommodate the existing roadways and development, the project site is situated in an area of high archaeological significance. As a result, the following mitigation is required:

The project applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project site. The monitor(s) must be approved by the tribal representatives and will be present onsite during the construction phases that involve any ground-disturbing activities.

### **Conclusion**

In summary, the proposed billboard sign will be directed to a freeway that is located on the western fringe of Paramount. The development agreement will ensure lighting will not be allowed to be a nuisance to surrounding neighborhoods. Additionally, a percentage of advertising time dedicated to the promotion of community events will benefit the City, as will a revenue sharing agreement with the applicant.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1133, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1133**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT APPROVING DEVELOPMENT AGREEMENT NO. 20-1 WITH DWAYNE DEROSE/DEROSE CO, LLC DBA DEROSE DISPLAYS FOR THE CONSTRUCTION, INSTALLATION, AND OPERATION OF A FREEWAY-ORIENTED DIGITAL BILLBOARD ON VACANT LAND NORTH OF ROSECRANS AVENUE, BETWEEN THE LOS ANGELES RIVER AND 710-FREEWAY [ASSESSOR PARCEL NUMBER 6236-035-013] IN THE M-2 (HEAVY MANUFACTURING) ZONE

THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1. Purpose and Findings.** The City Council finds and declares as follows:

- A. California Constitution Article XI, Section 7, enables the City of Paramount (“the City”) to enact local planning and land use regulations; and
- B. The authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and
- C. The City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and
- D. The California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq. encourages local entities and display owners to enter into agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications; and
- E. The California Outdoor Advertising Act specifically empowers, and encourages, local agencies to enter into agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for displays; and
- F. Chapter 44, Article IX, Section 44-81 of the Paramount Zoning Code implements the General Plan by allowing the development of Freeway-Oriented Digital Billboards, subject to approval of a Development Agreement by the City; and



- G. The Planning Commission held a duly noticed public hearing on July 14, 2020 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 20:020, recommending that the City Council adopt this Ordinance; and
- H. The City Council held a duly noticed public hearing on this Ordinance on August 4, 2020, at which time it considered all public testimony pro and con as well as materials in the staff report and accompanying documents, all of which materials constitute the record of such hearing and finds that:
1. The proposed Freeway-Oriented Digital Billboard is consistent with the City's General Plan objectives, policies, and programs.
  2. The proposed Freeway-Oriented Digital Billboard is compatible with Chapter 44, Article IX, Section 44-81 of the Paramount Zoning Code which implements the General Plan by allowing the development of a Freeway-Oriented Digital Billboard, subject to approval of a Development Agreement by the City on the real property which it will be located.
  3. The proposed Development Agreement is in conformity with and will promote public convenience, general welfare, and good land use practice.
  4. The proposed Development Agreement will not be detrimental to the health, safety, and general welfare within the City.
  5. The proposed Development Agreement will not adversely affect the orderly development of the property or the preservation of property values.
  6. The proposed Development Agreement will promote and encourage the development of the proposed Site by providing a greater degree of requisite certainty for the developer.
  7. The proposed Development Agreement is consistent with the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq.

**SECTION 2.** The City Council approves the Development Agreement by and between the City of Paramount and DeRose Co, LLC dba DeRose Displays regarding the construction of the Freeway-Oriented Digital Billboard, as set forth in Exhibit "A", attached hereto and incorporated as if fully set forth herein and the Mayor is authorized to sign it on behalf of the City.

**SECTION 3. California Environmental Quality Act (CEQA).** The City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program relative to the Ordinance and the development agreement.

**SECTION 4.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 5.** This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED, APPROVED and ADOPTED by the City Council of the City of Paramount this 1<sup>st</sup> day of September 2020.

---

Peggy Lemons, Mayor

ATTEST

---

Heidi Luce, City Clerk

**EXHIBIT "A"**

**FREEWAY-ORIENTED DIGITAL BILLBOARD**

**DEVELOPMENT AGREEMENT NO. 20-1**

**THIS FREEWAY-ORIENTED DIGITAL BILLBOARD DEVELOPMENT AGREEMENT** ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, the "Effective Date"), by and between the CITY OF PARAMOUNT, a California Municipal Corporation ("City"), and DeRose Co, LLC dba DeRose Displays, a California limited liability company ("Company"). Hereinafter City and Company are sometimes referred to as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of Paramount ("the City") to enact local planning and land use regulations; and

**WHEREAS**, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS**, the City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and

**WHEREAS**, the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq. encourages local entities and display owners to enter into agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications;

**WHEREAS**, the California Outdoor Advertising Act specifically empowers, and encourages, local agencies to enter into agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for displays;

**WHEREAS**, Chapter 44, Article IX, Section 44-81 of the Paramount Municipal Code implements the General Plan by allowing the development of Freeway-Oriented Digital Billboards, subject to approval of a Development Agreement by the City;

**WHEREAS**, Company desires to construct one Freeway-Oriented Digital Billboard incorporating a changeable Message Display Center, consistent with the requirements of the Paramount Zoning Ordinance;

**WHEREAS**, the City Council of the City of Paramount has found that this Agreement is in the public interest of the City and its residents. Adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan and Zoning Ordinances.

**WHEREAS**, City and Company now wish to enter into this Development Agreement ("Agreement") to memorialize the terms and conditions upon which Company will have the right to construct and maintain a new Freeway-Oriented Digital Billboard.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

#### **OPERATIVE PROVISIONS**

1. Term of Agreement. Unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this Agreement.

2. Freeway-Oriented Digital Billboard. Company shall be entitled to design, use, construct, operate, service, repair, and maintain from time to time the Freeway-Oriented Digital Billboard with a two-panel changeable Message Display Center on that certain site identified in Attachment "A" attached hereto and incorporated herein by reference ("Site"). The Freeway-Oriented Digital Billboard, including the Message Display Center, shall be designed and constructed in accordance with design and plans per scale drawings, approved by the City and identified in Attachment "B" attached hereto and incorporated herein by reference. Said design and plans shall also include maximum height and size standards for the Freeway-Oriented Digital Billboard. Company further agrees to place the City Logo on the Freeway-Oriented Digital Billboard as shown in the scale drawings in Attachment "B". Such logo shall measure per scale drawings identified in Attachment "B" and shall always be sufficiently illuminated at all hours and maintained by Company as part of its customary maintenance of the Freeway-Oriented Digital Billboard.

3. Condition Precedent. This Agreement is conditioned upon Company, and/or its successor's or assigns, obtaining within a period of one (1) year from the date of this Agreement, on such terms and conditions as shall be approved by Company, from all governmental agencies and authorities (including but not limited to the City) all licenses,

permits, approvals and consents to design, use, construct, operate, service and maintain the Freeway-Oriented Digital Billboard on the site.

City agrees, to the extent legally capable, at no expense or liability to City, to cooperate and aid Company in obtaining all necessary licenses, permits, approvals and consents to enable Company to design, construct, operate, use and maintain the Freeway-Oriented Digital Billboard. In this regard, if requested by Company, and to the extent legally capable by City, City agrees to join in and cooperate with Company in processing future applications to Caltrans and/or other governmental agencies to aid and facilitate obtaining said approvals and the necessary electrical installation

4. Dimmers and Energy. Company shall purchase electrical power from 100% renewable sources as available from the local electricity provider. An automatic dimming system shall be installed to reduce the intensity of the light emitting from the Message Display Center during operations between sunset and sunrise. Maximum lighting levels shall be:

Daytime (Sunrise to Sunset): 7500 lumens per square meter  
Nighttime (Sunset to Sunrise): 500 lumens per square meter

5. Maintenance of the Site and Advertising Structure. Company shall maintain the Site and the Freeway-Oriented Digital Billboard in good condition. Company shall allow no noxious weeds to go to seed and shall keep the Site free of weeds, grasses, debris and vermin. Any graffiti found on the Site or on the Freeway-Oriented Digital Billboard shall be removed within 24 hours of notification.

6. Promotion of City Events. As further consideration for City's Agreement to allow Company to develop the Freeway-Oriented Digital Billboard, City shall be entitled to place public service announcements on the Message Display Center, provided, however, that such public service announcements shall be limited to civic public service messages, including those sponsored by private organizations as approved by the City (hereinafter "Public Service Messages"). The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. City shall be entitled to post Public Service Messages at a guaranteed minimum rate of five percent (5%) of each minute and up to ten percent (10%) on a space-available basis on the Message Display Center on a continuous basis. Notwithstanding the foregoing should City not utilize its allotment of advertising space, Company shall be entitled to lease that time for other advertising purposes consistent with section 9 below. For all Public Service Messages, City shall be responsible for providing Company with the advertising copy and artwork. Company shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message and shall

display the Public Service Message no more than 48 hours after receipt and approval of advertising copy. Company's obligation to provide and display Public Service Messages shall survive termination of this Agreement and shall remain in full force and effect until removal of the Freeway-Oriented Digital Billboard.

7. Revenue Share. Company, as further consideration for the City's Agreement to allow Company to develop the Freeway-Oriented Digital Billboard, and as an express condition precedent to City granting final approval of the project, hereby agrees to pay City an initial \$52,500 payment representing one-half of the ("year one payment") no later than six (6) months after the date the City gives written notice to Company of the City's final Paramount Building and Safety Division inspection approval of the completed Freeway-Oriented Digital Billboard project ("anniversary date"). Thereafter, Company hereby agrees to pay City a \$52,500 payment representing the balance of the year one payment no later than twelve (12) months after the anniversary date. The amount of the \$105,000 payment from Company to City represents the anniversary payment. Thereafter, and beginning in year two, Company shall pay a fixed three percent (3%) adjusted increase to the anniversary payment for each of the following three (3) anniversary payments on the anniversary date. For purposes of illustration, beginning in year two of the anniversary date, Company shall pay City the anniversary payment of \$107,635.00 (representing the 3% adjusted increase). Beginning in year three of the anniversary date, Company shall pay City the anniversary payment of \$110,864.05. Beginning in year four of the anniversary date, Company shall pay City the anniversary payment of \$114,190.00. Beginning on the fifth anniversary date, the anniversary payment shall then be adjusted annually on the same anniversary date each year according to the changes in the regional Consumer Price Index, All Items for all Urban Consumers (CPI-U) for the previous 12 months. At no time shall the anniversary payment decrease in the amount from a previous year. If there is a first and last partial calendar year during the term of the Agreement, the amount payable shall be prorated on the basis of a 365-day year. The commencement and schedule of payment for the Revenue Share to the City shall be memorialized in a letter to be exchanged by the Parties.

8. Indemnity. Company, as material part of the consideration to be rendered to City under this Agreement, shall indemnify the City, and its respective elected and appointed officers, agents and employees, and any successors or assigns to the City's rights under this Agreement (collectively "City Parties") free and harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with construction, use and maintenance of the Outdoor Advertising Display by Company, its officers, agents and employees (collectively "Company Parties"), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of the

Company to keep the Outdoor Advertising Display in good condition and repair, (b) the negligent acts or omissions of the Company hereunder, or (c) the Company's negligent performance of or failure to perform any term or covenant of this Agreement, and in connection with the foregoing indemnity:

a. Company shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Company shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Company shall save and hold the City and the City Parties harmless therefrom; and

c. In the event the City Parties are made a party to any action or proceeding filed or prosecuted against the Company Parties for such Indemnified Claims and Liabilities, Company shall pay to the City any and all costs and expenses incurred by the City Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

d. Should the City or the Company become aware and/or receive from a third party a claim or demand (a "Third Party Claim") that would give rise to a request for indemnification pursuant to this paragraph 8, said Party shall promptly notify the other in writing thereof and furnish to said Party with reasonable specificity written details of the nature of any potential Third Party Claim. No delay in notifying the other Party shall relieve the indemnifying Party from any obligation to indemnify unless (and then solely to the extent) the indemnifying Party is thereby prejudiced.

Notwithstanding any other provision of the Agreement, Company's indemnification obligations as set forth in this Agreement shall survive the termination of this Agreement and shall continue for a period of five (5) years from the termination thereof. Company and City further acknowledge that Company shall not indemnify the City Parties for any Indemnified Claims and Liabilities caused by or arising out of the gross negligence or willful misconduct of the City Parties.

9. Advertising Limitation. Company voluntarily covenants and agrees for itself, its successors and assigns that any advertising displayed on the Message Display Center shall not contain text the subject of which is political, religious, or sexual in nature, or which promotes any product or activity which is prohibited by the laws of the United States, the State of California, or the City of Paramount. For the purposes of this Agreement, text will be deemed (a) "political" if the text espouses any position associated with or having to do with activities or affairs of a government (local, state or federal), politician, or political party; or (b) "religious" if the text espouses any position on any integrated belief system; or (c) "sexual" if the text or pictures advertise, promote or

otherwise exhibits anything (i) pertaining to, affecting or characteristic of sex, the sexes, sex organs or their functions, or (ii) implying or symbolizing erotic desires or sexual activity.

Further, Company voluntarily covenants and agrees for itself, its successors and assigns that any advertising displayed on Message Display Center shall not contain any advertising for distilled spirits or tobacco products of any type, gambling or gambling services. Notwithstanding the foregoing, gambling establishments may advertise non-gaming/gambling services. City further reserves the right to object to any other advertising that may be considered detrimental to the image of the City. In such cases only, City shall inform Company in writing of the offensive advertising and request that it be removed. Company shall endeavor to cooperate with the City in assuring the removal of such advertising when such removal does not breach any existing contract or lease agreement held by Company.

10. Default Remedies. Failure of the Company to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter constitutes "Default" under this Agreement. City shall provide written notice of Default to the Company specifying the Default complaint of. The City shall not institute any proceeding against the Company, and the Company shall not be in Default if within thirty (30) days from receipt of such notice, the Company cures or corrects the Default to the reasonable satisfaction of City.

11. Institution of Legal Actions. In the event that the Company fails to cure or correct any Default, the City may (i) terminate this Agreement (ii) institute an action at law or equity against the Company to seek specific performance of the terms of this Agreement, or to cure, correct, or remedy any Default, to recover damages for any Default, to recover the specified amounts due for failure to comply with the terms of this Agreement, or to obtain any other remedy consistent with the purpose of this Agreement.

12. General Provisions.

a. Assignment. Company may only assign or otherwise transfer this Agreement to any other person, firm, or entity, upon presentation to the City of an assignment and assumption agreement in a form reasonable acceptable to the City Attorney and receipt of the City's written approval of such assignment or transfer by the City Manager; provided, however, that Company may, from time to time and one or more times, assign this Agreement to one or more persons or entities without City approval, but with written notice to the City, as long as Company, or entities owned or controlled by it have and maintain at least a twenty-five percent (25%) ownership interest in such entities who are the assignees or transferees. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.



b. Waiver. The waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

c. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to City:

City of Paramount  
Attn: Planning Director  
16400 Colorado Avenue  
Paramount, CA 90723

With a Copy to:

City Attorney, City of Paramount  
16400 Colorado Avenue  
Paramount, CA 90723

Notices shall be deemed effective upon receipt or rejection only.

d. Authority to Enter Agreement. All Parties have the requisite power and authority to execute, deliver and perform the Agreement. All Parties warrant that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

e. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

f. Attorneys' Fees. In the event of litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

g. Time of the Essence. Time is of the essence of each provision of this Agreement.

h. Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement. In the event of a dispute between the Parties hereto, the prevailing Party shall be entitled to recover its attorney's fees and other costs and expenses incurred in connection therewith, whether or not suit is filed or is pursued to judgment and including any such fees or costs incurred in connection with any appeal, or any bankruptcy proceeding. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California.

i. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date set forth below.

“CITY”  
CITY OF PARAMOUNT

ATTEST:

By: \_\_\_\_\_  
Peggy Lemons, Mayor

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John C. Cavanaugh, City Attorney

“COMPANY”  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTACHMENT "A"  
SITE  
(Legal Description)

For APN/Parcel ID(s): 6236-035-013

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PARAMOUNT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THOSE PORTIONS OF LOTS 16 AND 17, IN BLOCK "E" OF TRACT NO. 11342, IN THE CITY OF PARAMOUNT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 203, PAGES 38 AND 39 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF THE LAND CONDEMNED TO THE STATE OF CALIFORNIA BY FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 6, 1996, AS INSTRUMENT NO. 96-1474376, OFFICIAL RECORDS.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

# ATTACHMENT "B" DESIGN AND PLANS PER SCALE DRAWINGS

**Base:**  
6' wide x 6' deep x 10' tall aluminum pole cover with textured gray finish.  
Internal aluminum angle frame to be 1.5" x 1.5" x 3/16".

**Middle section:**  
Background structural to be 5' wide x 5' deep x 13' tall.  
Aluminum with smooth Navy blue finish on all sides.  
Artist's laser cut aluminum design to be attached to front and back faces only.

**Top section:**  
5' wide x 5' deep x 8' tall aluminum pole cover with textured medium gray finish. (Top 2' extends up past blue accent blade)  
Internal aluminum angle frame to be 1.5" x 1.5" x 3/16".  
4" square accent pop-out at bottom of section, 68" long.  
Textured and painted to match dark gray base.

48" tall x 73" wide illuminated city logo sign cabinet.  
Full color graphic face panel with 5" deep black returns and internal white LED illumination.

Internal steel angle iron brackets bolted to aluminum frame of pole cover so that framing can be welded to pipe in field.

Light blue aluminum accents to be mounted to H-beams below the LED boards. Will be approx 1" setback from face of LED boards.

2 sets of "City of PARAMOUNT" to be individual illuminated pan channel letters mounted to accent band.  
White faces with black 5" deep returns.  
1" white trimcap perimeter around letters.  
White LED illumination.

2' x 73" Derose Display sign to be internally LED illuminated.  
Mounted to blue fin accents on both sides.

**EQUITY SIGN GROUP**  
PROFESSIONAL SIGNAGE CONTRACTORS

**Derose Displays**

ADDRESS \_\_\_\_\_

DATE 7-7-20

DRAWING NUMBER Derose-009

SEPTEMBER 1, 2020

IMPLEMENTATION OF AN ANNUAL CITY COUNCIL ADOPTED  
LEGISLATIVE POSITION PLATFORM PROCESS STARTING JANUARY  
2021

MOTION IN ORDER:

APPROVE THE IMPLEMENTATION OF THE LEGISLATIVE PLATFORM  
MODEL TO GUIDE THE CITY'S RESPONSE TO REQUESTS FOR  
LEGISLATIVE POSITIONS, BEGINNING IN JANUARY 2021

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Andrew Vialpando, Assistant City Manager  
**Date:** September 1, 2020

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**Subject: IMPLEMENTATION OF AN ANNUAL CITY COUNCIL ADOPTED LEGISLATIVE POSITION PLATFORM PROCESS STARTING JANUARY 2021**

### **Background**

At its meeting on August 4, 2020, the City Council received a report on the possibility of implementing an Annual City Council Adopted Legislative Platform to guide City staff when sending legislative position letters to our congressional leaders. A copy of the staff report from the August 4 meeting is attached (Attachment A).

During discussion of the item, there was a concern expressed with the proposed Legislative Platform process. Specifically, the concern was that a Legislative Platform would result in the individual voices of the City Council not being heard and the preference was that the City Council has a separate vote before taking a position on each and every piece of legislation. The City Council also requested that staff research the possibility of having the City Manager email to the City Council drafts of all position letters for legislation, prior to the letter being sent, to obtain City Council approval. This report provides an update on research into these concerns.

### **Current Approval Process**

As discussed on August 4, the City of Paramount is frequently asked by partner agencies and organizations to support or oppose legislation. Currently, when the City receives a request to support or oppose legislation, the City Manager's Office analyzes the legislation, determines if it aligns with the City Council's overall policy direction and objectives, and prepares a letter of support or opposition for the Mayor's signature. Although controversial or sensitive pieces of legislation are placed on a meeting agenda for the City Council to take a formal position, most legislative position requests are not brought before the City Council for approval due to the frequent need for a quick turnaround given the rapidly evolving legislative process.

### **More City Council Inclusion**

An Annual City Council Legislative Platform process provides an effective way for the City Council to make their voices heard by adopting a unified position on a broad range of legislative issues that reflects their priorities and values for the City. A City Council

Adopted Legislative Platform allows the City Council to tailor its position on legislation at a public meeting based on issues it feels are important to the City, and ensures the City's voice is heard by Paramount's State and Federal representatives before a vote is taken in Sacramento or Washington D.C. on legislation. This unified legislative platform approach is also helpful when taking a position on legislation that is time sensitive, enabling the City to expeditiously and efficiently respond to requests to support or oppose pieces of legislation. Most importantly, approval of a City Council Adopted Legislative Platform will occur on a regular basis to ensure that priorities of all the City Council are included, which is currently not the case.

City staff inquired with the City Attorney regarding the possibility of having all requests for a legislative position to be reviewed by the City Council for input and approval via email prior to delivery of the legislative position. The City Attorney opined that soliciting for the consensus of the City Council regarding an item outside of an agenda meeting, such as approval for taking a position on legislation, would be a violation of the Brown Act and thus, is not allowed.

### **Initial and Updated Analysis**

In the analysis presented to the City Council at the August 4 meeting, staff provided survey results from 14 surrounding cities on how they handle legislative position requests. The cities were grouped into three categories based on how they obtain approval for legislative positions: Administrative Action, Separate City Council Vote, or City Council Adopted Legislative Platform. Initially, staff indicated that three nearby cities implement a process by Administrative Action; seven cities rely on separate City council votes; and, four cities utilize a City Council Adopted Legislative Platform to obtain a position on legislation.

Staff followed-up with four of the seven cities that reportedly administer a Separate City Council Vote type of approval process in order to gain more insight into how their programs are implemented. Upon further review, it was determined that the Cities of Maywood and Santa Fe Springs utilize Administrative Action, and the Cities of Cerritos and Hawaiian Gardens implement a combination of Separate City Council Vote and Administrative Action.

Based on the updated findings, five nearby cities implement a process by Administrative Action; two cities utilize a combination approach of Administrative/Separate City Council Vote; three cities rely entirely on Separate City Council Vote; and, four cities utilize a City Council Adopted Legislative Platform to obtain a position on legislation. The table below lists the updated results of the cities that were surveyed and their method for supporting or opposing legislation.



<b>City</b>	<b>Approval Type</b>
Bellflower	Administrative Action
La Mirada	Administrative Action
Maywood	Administrative Action
Santa Fe Springs	Administrative Action
Signal Hill	Administrative Action
Cerritos	Administrative/City Council
Hawaiian Gardens	Administrative/City Council
Bell	Separate City Council Action Vote
Bell Gardens	Separate City Council Action Vote
Norwalk	Separate City Council Action Vote
Downey	City Council Adopted Legislative Platform
La Palma	City Council Adopted Legislative Platform
Lakewood	City Council Adopted Legislative Platform
South Gate	City Council Adopted Legislative Platform

**Legislative Platform and the Approval Process**

Staff maintains that the City Council Adopted Legislative Platform model would continue to ensure that Paramount’s voice is heard before a vote is taken in Sacramento and Washington D.C. on legislation. Furthermore, it provides the most effective way to quickly and efficiently turnaround letters of support or opposition on pieces of legislation, while clearly and undoubtedly capturing the collective input and values of all members of the City Council.

Under the Legislative Platform model, a draft Platform would be prepared by staff and taken to City Council for adoption once per year. This draft Platform would be based on the vision, mission, values, and strategic outcomes established by the City Council, recommendations by City staff, and legislative priorities of the organizations and agencies that the City is member to that advocate for local control. These organizations include the League of California Cities, California Contract Cities Association (CCCA), the Gateway Cities Council of Governments (COG), and the Southern California Association of Governments (SCAG). Items of legislation that are not found in the annually adopted Legislative Platform would continue to be brought before the City Council at a meeting for approval. Moreover, the Legislative Platform can be brought back to the City Council at any time throughout the year to amend or change a position on any issue.

Attachment B provides examples of the types of issues that the City Council may consider in its Legislative Platform; and Attachments C and D are past letters that were sent to our congressional representatives supporting and opposing legislation that fall within the broad scope issues shown in Attachment B.

**RECOMMENDED ACTION**

It is recommended that the City Council approve the implementation of the Legislative Platform model to guide the City's response to requests for legislative positions, beginning in January 2021.

- Attachments: A – Staff Report from August 4, 2020  
B – Examples of Legislative Platform Issues  
C – Letter of Support for SB 1410  
D – Request for Action and Letter of Opposition for SB 50



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Andrew Vialpando, Assistant City Manager  
**Date:** August 4, 2020

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**Subject: PROPOSED LEGISLATIVE POSITION PROCESS**

### **Background**

From time to time, the City of Paramount is asked by different agencies and organizations to support or oppose legislation. These requests primarily come from organizations which the City belongs to, including the League of California Cities, California Contract Cities Association (CCCA), Gateway Cities Council of Governments (COG), etc. Currently, when the City receives a request to support or oppose legislation, the City Manager's Office analyzes the legislation, determines if it aligns with the City's objectives, and prepares a letter of support or opposition on behalf of the Mayor. On controversial or sensitive issues, which are relatively rare, the item would be placed on a meeting agenda for the City Council to take a position on.

In an effort to provide a uniform process that incorporates the City's Vision, Mission, Values, and Strategic Outcomes, and is inclusive of all members of the City Council, City staff researched different processes used by cities to support or oppose legislation.

### **Analysis**

Staff conducted a survey involving 14 surrounding cities to gather insight of best practices and their processes for taking a position on legislation. Our analysis indicated that cities utilize one of three types of processes when supporting or opposing legislation: Administrative Action, City Council vote, or an established Legislative Platform.

- A. Administrative Action - Through this method of approval, legislative support or opposition is obtained through recommendation by City staff, or the administration, to the Mayor and the City Council. This method is the City's current practice for obtaining approval on legislative positions. As mentioned above, when City staff receives a request from an organization the City belongs to or an established and reputable organization, the City Manager's Office analyzes the legislation, determines if it aligns with City's objective and prepares a letter of support or opposition on behalf of the Mayor.

- B. City Council Action - Some cities utilize an approach where support or opposition of legislation must be voted on by the entire City Council at an agenda meeting before a position is taken. When a position on urgent legislation is needed quickly, as is the case for many pieces of pressing legislation, this process of approval is challenging. This is due to the inability to expedite consensus of the City Council between calendared meetings.
  
- C. Legislative Platform - Other cities have implemented a hybrid approach where the City Council adopts a Legislative Platform on an annual basis to guide its legislative priorities for the year. Adopted by Resolution in advance of the legislative season, the Legislative Platform guides staff on what type of legislation to support or oppose on behalf of the City Council.

The chart below lists the cities that were surveyed and the approval process implemented for supporting or opposing legislation.

<b>City</b>	<b>Approval Type</b>
Bell	City Council Action
Bellflower	Administrative Action
Bell Gardens	City Council Action
Cerritos	City Council Action
Downey	Legislative Platform
Hawaiian Gardens	City Council Action
La Mirada	Administrative Action
La Palma	Legislative Platform
Lakewood	Legislative Platform
Maywood	City Council Action
Norwalk	City Council Action
Santa Fe Springs	City Council Action
Signal Hill	Administrative Action
South Gate	Legislative Platform

### **Findings**

Based on staff's findings, three nearby cities implement a process by Administrative Action; seven cities rely entirely on consensus by their City Council; and, four cities utilize a Legislative Platform to obtain a position on legislation. When reviewing the effectiveness of each approach, staff finds that adopting a Legislative Platform best delivers an efficient and effective way to ensure that the City's position on legislation aligns with the City's Vision, Mission, Values, and Strategic Outcomes.

### **Legislative Platform Model**

The primary goal of establishing a Legislative Platform is for the City Council to take a pre-determined and unified position on a range of legislative issues so that the City can expeditiously and efficiently respond to requests for support or opposition. A Legislative

Platform allows the City Council to tailor its position on legislation based on issues it feels are important to the City, effectively streamlining the approval process. This is helpful when taking a position on legislation that is time sensitive.

Under this model, the Legislative Platform would be prepared by staff and taken to City Council for adoption once per year. It would be based on the goals, objectives, and principles established each year by the City Council, recommendations by City staff, and legislative priorities of the organizations and agencies that the City currently is a member to, such as the League of California Cities, CCCA, the COG, and the Southern California Association of Governments (SCAG). Items of legislation that are not found in the annually adopted Legislative Platform would continue to be brought before the City Council at a meeting for approval.

For reference on how a neighboring city uses the Legislative Platform model, attached is a copy of the City of Lakewood's 2020 Legislative Platform.

### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file this report, and provide direction on next steps to City staff.

Attachment: City of Lakewood 2020 Legislative Platform

## **SAMPLE LEGISLATIVE PLATFORM ISSUES**

### **Regional Organizations Supported**

- Gateway Cities Council of Governments
- Metropolitan Transportation Authority
- Southeast Los Angeles County (SELACO) Workforce Development Board
- Southeast Water Coalition
- Southern California Association of Governments (SCAG)
- California Joint Powers Insurance Authority
- Greater Los Angeles County Vector Control District
- Program Goals and Strategies

### **Program Goals:**

1. Advocate the City's legislative interests at the Federal, State and County levels.
2. Inform and share information with our Legislators, City Council and staff on the legislative process and key issues and legislation that could have a potential impact on the City.
3. Seek grant and funding assistance for City projects, services and programs to enhance services for the community.

### **State Platform Priorities:**

- Housing - Oppose legislation that takes away local control for land use and zoning regulations.
- Public Safety & Health- Support legislation that provides resources to cities to improve disaster preparedness, recovery and resiliency.
- Homelessness - Support incentives for cities to create regional and collaborative solutions to address homelessness.
- Infrastructure - Support legislation that provides funding for water, wastewater, and stormwater infrastructure; flood prevention, water resources planning and development; and water quality improvement.

### **Federal Platform Priorities:**

- Local Control - Oppose any legislation that preempts local authority and control.
- Transportation - Support continued federal funding for Safe Routes to Schools program.



PEGGY LEMONS  
Mayor

BRENDA OLMOS  
Vice Mayor

ISABEL AGUAYO  
Councilmember

LAURIE GUILLEN  
Councilmember

VILMA CUELLAR STALLINGS  
Councilmember

May 4, 2020

Senator Lena Gonzalez  
33<sup>rd</sup> California State Senate District  
State Capitol, Room 2068  
Sacramento, CA 95814

Dear Senator Gonzalez,

As the Mayor for the City of Paramount, I am writing to express my support of S.B. 1410 (COVID-19 Emergency Rental Assistance Program) that you have sponsored. S.B. 1410 extends relief to renters during these challenging times. Paramount has a significant population of renters (61% of our housing stock) who face mounting financial hardship related to the global COVID-19 pandemic.

The COVID-19 Emergency Rental Assistance Program augments our local rental assistance efforts by taking action to prevent landlords from increasing rent between the date the owner consents to participate in the program and December 31, 2020, and charging or attempting to collect a late fee for any rent payment due between April 1 and October 31, 2020. Your bill also requires landlords who participate in the program to accept a payment provided under the program as full payment of the missed or insufficient rent payments, as specified.

California's local leaders are on the frontlines of responding to the outbreak of the COVID-19 in their communities, doing what is necessary to ensure the health and safety of their residents, and will continue to be for some time. We must concurrently protect our community's financial and housing future. I fully support your efforts to enact S.B. 1410 to ensure our residents have the resources to stay in their homes, especially as we attempt to emerge and recover from the crippling impact of this pandemic.

CITY OF PARAMOUNT

Peggy Lemons  
Mayor

cc: Kristine Guerrero, League of California Cities, [kguerrero@cacities.org](mailto:kguerrero@cacities.org)

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*Dedicated to providing fiscally responsible services that maintain a vibrant community.*

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## Join Our Call to Action

### **Senate Bill 50 Goes to the Floor. Send Letters!**

SB 50 is being heard in the California State Senate today. SB 50 failed its first vote on Wednesday and is currently on call. We strongly encourage member cities to call their senators to oppose SB 50.

SB 50 would, among other things, allow for more density, up to 4-5 stories, limits on floor to area ratio, and limits to parking requirements in areas identified as transit-rich or job-rich. SB 50 does not provide enough flexibility for cities to plan for density. It creates redundancy in zoning law processes, does not provide sufficient funding to increase affordable housing, or addresses development issues in the California Environmental Quality Act.

[Click Here to See How Your City will be Impacted](#)

- I. [CCCA's SB 50 Opposition Letter](#)
- II. [Sample Opposition Letter](#)





January 28, 2020

The Honorable Lena Gonzalez  
Senator, California State Senate  
State Capitol Building, Room 2068  
Sacramento, CA 95814

**RE: SB 50 (Wiener) Planning and Zoning – Oppose Unless Amended**  
*(as amended 01/06/2020)*

Dear Senator Gonzalez:

The City of Paramount joins the majority of California jurisdictions and individuals in continuing to oppose SB 50 unless the measure is further amended. We appreciate the increased attention to more local-based options that could be possible with a “local flexibility plan” for Department of Housing and Community Development (HCD) review and approval. We also value the time Senator Scott Wiener took to travel to the Gateway Cities area of Los Angeles County last year to meet with local representatives and to tour Paramount and neighboring cities. However, efforts at allowing more jurisdiction-specific plans to attain similar results from the bill as developed up to May 2019 do not take away from the comprehensive regulatory overreach at the heart of SB 50.

We agree with the following concerns common to the Los Angeles County region. The amendments, as drafted, raise the following concerns:

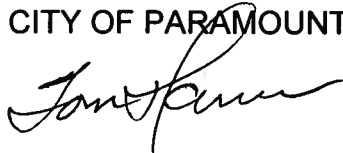
- **Housing affordability.** We understand that the intent of SB 50 is to set aside local land use development processes to result in a vastly increased housing stock. We also are aware of the percentage-based affordability measures incorporated into the bill text. However, we cannot overlook rising real estate and cost of housing rentals relative to income within the context that California has traditionally maintained a higher-than-average cost of housing. Specific to Paramount, I would like to point to last month’s announcement by the County Assessor reported Paramount tied for 6<sup>th</sup> for the fastest percentage growth in property valuation among all 88 Los Angeles County cities.

- **Affordability/gentrification at station corridors.** Recent evidence indicates a stark rise in housing costs around light rail transit stations. With one station planned in the center of Paramount (Paramount Boulevard and Rosecrans Avenue) and another immediate adjacent to Paramount (Green Line Transfer Station), we are deeply concerned of the risk of gentrification and displacement certain to follow with the land use latitude of SB 50.
- **Cumulative impacts of ADU law.** Paramount has serious concerns about changes to Accessory Dwelling Unit (ADU) statute that became effective on January 1, 2020. However, we accept the revised Government Code as law that our Planning Department has already implemented in the course of land use inquires by the general public and soon-to-come plans and permitting. Please consider the overlapping and cumulative effects of ADUs, Junior ADUs, and the transit rich housing and four-unit provisions of SB 50. Much needs to be reconciled, and taken together the duplicative housing requirements will severely strain the housing stock and infrastructure in a delicately improving subregion of Los Angeles County.
- **Without clearly identified criteria, we are unable to evaluate** whether the “local flexibility plan” is actually a viable alternative planning option.
- **OPR and HCD are tasked with developing “rules, regulations, or guidelines”** for the submission and approval of a local flexibility plan” without sufficient direction from the Legislature. This rulemaking process is exempt from the Administrative Procedures Act, thus allowing the Office of Planning and Research (OPR) and HCD to craft rules, regulations, or guidelines with little to no public input or oversight. This is very concerning.
- **The elements of the plan are not clear:** Further Legislative direction is required.
  - *“Achieve a standard of transportation efficiency as great or greater than if the local government were to grant equitable communities incentives.”* SB 50 does not contain any language regarding “transportation efficiency.” Therefore, it is not possible to determine how HCD, OPR or a local government will determine how to meet this standard or how a “local flexibility plan” is expected to comply with this standard.
  - *“Increase overall feasible housing capacity for households of lower, moderate, and above moderate incomes, considering economic factors such as cost of likely construction types, affordable housing requirements, and the impact of local development fees.”* The override provisions of SB 50 do not contain any language regarding “feasible housing capacity for households of lower, moderate, and above moderate incomes,” nor does it address “economic factors such as cost of likely construction types, affordable housing requirements, and the impact of local development fees.” Therefore, it is not

- possible to determine how HCD, OPR or a local government will determine how to meet this standard or how a “local flexibility plan” is expected to comply with this standard.
- SB 50’s “community plan” for sensitive communities provides a much clearer alternative and should be considered as a possible alternative planning process for all jurisdictions.
  - **Two-tiered process** that exempts cities with a population of less than 50,000 that are in a county with a population of less than 600,000, from the most extreme provisions of the measure. It is unclear why these cities should be treated differently than a similar size city in a county with a population over 600,000. Instead of arbitrarily establishing a population metric, it would be much more appropriate to consider the full range of community characteristics when determining which areas of the state SB 50 should apply.

For these reasons, the City of Paramount opposes SB 50 unless amended.

CITY OF PARAMOUNT



Tom Hansen  
Mayor

Cc: The Honorable Scott Wiener, Senator  
The Honorable Speaker Anthony Rendon

SEPTEMBER 1, 2020

PUBLIC HEARING

CONDITIONAL USE PERMIT NO. 887-APPEAL OF DENIAL BY PLANNING  
COMMISSION

- A. OPEN THE PUBLIC HEARING.
- B. MOTION IN ORDER:
- C. CONTINUE THE PUBLIC HEARING TO A LATER DATE.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Carver, Planning Director  
**By:** Reina Schaeztl, Associate Planner  
**Date:** September 1, 2020

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**Subject: CONDITIONAL USE PERMIT NO. 887  
APPEAL OF DENIAL BY PLANNING COMMISSION**

### **Request**

This item is an appeal of the Planning Commission's denial of Conditional Use Permit No. 887. At the July 14, 2020 meeting, the Planning Commission conducted a public hearing and denied a CUP application by Jose Ponce/Ponce Recycling to construct and operate a small recycling collection facility at 16259 Paramount Boulevard in the PD-PS (Planned Development with Performance Standards) zone. The denial vote was 1 for and 4 against approval of the CUP. At the applicant's request, more time is required to visit and review the operations of other Ponce Recycling facilities. As such, the item is recommended to be continued to a later date. Staff has notified property owners and tenants within 500 feet of the project location of the recommended postponement of the public hearing, and they will be similarly notified in writing of the upcoming City Council public hearing.

### **RECOMMENDED ACTION**

It is recommended that the City Council open the public hearing for the appeal of the denial by the Planning Commission of Conditional Use Permit No. 887 and continue the item to a later date.

SEPTEMBER 1, 2020

PUBLIC HEARING

RESOLUTION NO. 20:027

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO GENERAL PLAN AMENDMENT NO. 20-1, A REQUEST BY SIRAJ ABOULHOSN TO CHANGE THE LAND USE DESIGNATION ON THE GENERAL PLAN LAND USE MAP FROM COMMERCIAL TO MULTIPLE-FAMILY RESIDENTIAL FOR PROPERTIES ON THE NORTH SIDE OF SOMERSET BOULEVARD BETWEEN INDIANA AVENUE AND 8439 SOMERSET BOULEVARD [15016 INDIANA AVENUE; 8407-8439 SOMERSET BOULEVARD] IN THE CITY OF PARAMOUNT”

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
  - (1) THOSE IN FAVOR
  - (2) THOSE OPPOSED
  - (3) REBUTTAL BY THE APPLICANT
- D. MOTION TO CLOSE THE PUBLIC HEARING.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

E. MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. 20:027.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** John Carver, Planning Director  
John King, AICP, Assistant Planning Director  
**Date:** September 1, 2020

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**Subject: RESOLUTION NO. 20:027/GENERAL PLAN AMENDMENT NO. 20-1  
15016 INDIANA AVENUE; 8407-8439 SOMERSET BOULEVARD**

### **Background**

This item is a request by Siraj Aboulhosn to change the land use designation on the General Plan Land Use Map from Commercial to Multiple-Family Residential for properties on the north side of Somerset Boulevard between Indiana Avenue and 8439 Somerset Boulevard [15016 Indiana Avenue; 8407-8439 Somerset Boulevard]. The applicant is the property owner of 8407 Somerset Boulevard.

The City Council adopted a comprehensive Paramount General Plan update in 2007. The General Plan is made up of elements – land use, housing, transportation, resources management, health and safety, economic development, and public facilities. The Land Use Element of the General Plan serves as the long-term guide for development in Paramount and indicates the distribution, location, and land use for housing, business, industry, open space, recreation, and public facilities.

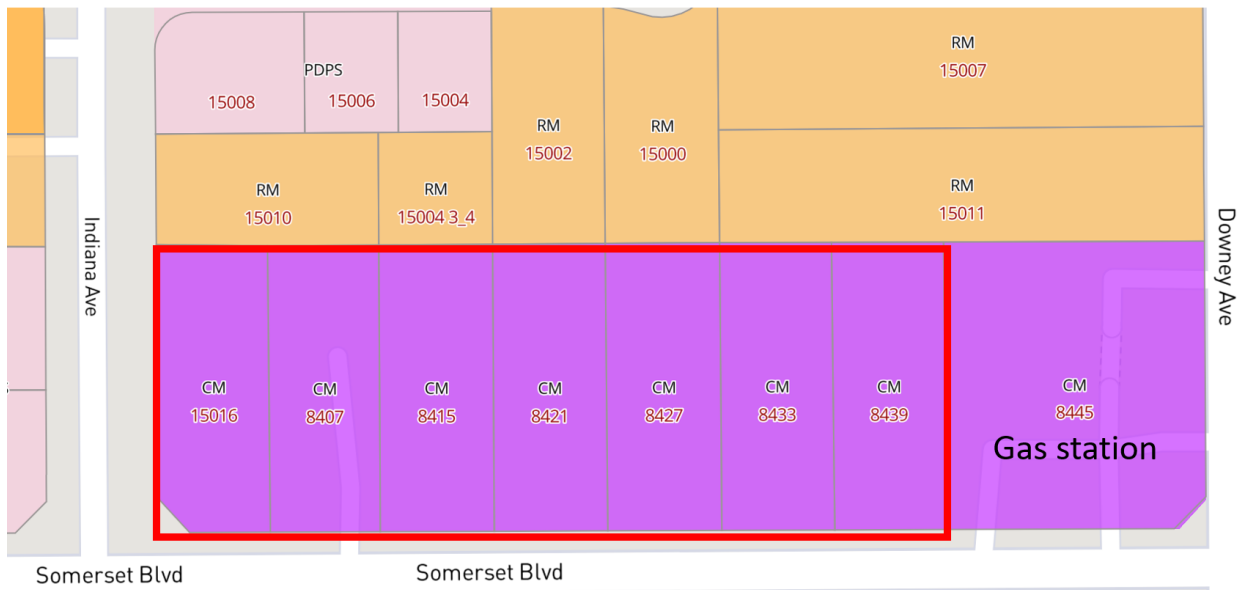
California Government Code Section 65860 requires General Plan Land Use Map and Zoning Map consistency. This item is associated with Ordinance No. 1136/Zone Change No. 236, which the City Council will review later this evening. The Planning Commission reviewed these two items – General Plan Amendment No. 20-1 and Zone Change No. 236 – at its August 11, 2020 meeting and unanimously recommended approval to the City Council.

### **Description**

Seven of eight properties along Somerset Boulevard between Indiana Avenue and Downey Avenue comprise the project area. The area excludes the property developed with a gas station at the northwest corner of Somerset Boulevard and Downey Avenue.

The map below indicates the project location and seven lots:





When adopting the Zoning Map in 1962, the City Council zoned properties along this block C-M (Commercial-Manufacturing), and successive updates to the Paramount General Plan have supported that classification with a Commercial or Business Park land use designation. Although the intent of the zoning and General Plan land use designations have been to transition away from residential to more commercial land uses, the landowners have opted to maintain the residential character.

Below is a summary of the seven properties, each of which are under separate ownership:

Address	Lot Area (sq. ft.)	Housing Units	Tenancy	Notes
15016 Indiana	9,006.0	3	Rental	
8407 Somerset	9,195.6	1	Owner occupied	
8415 Somerset	9,195.6	1	Owner occupied	
8421 Somerset	9,195.6	1	Owner occupied	
8427 Somerset	9,195.6	1	Rental	Mixed-use - beauty salon
8433 Somerset	9,195.6	1	Owner occupied	
8439 Somerset	9,195.6	1	Rental	
<b>TOTAL</b>	<b>64,179.6</b>	<b>9</b>		

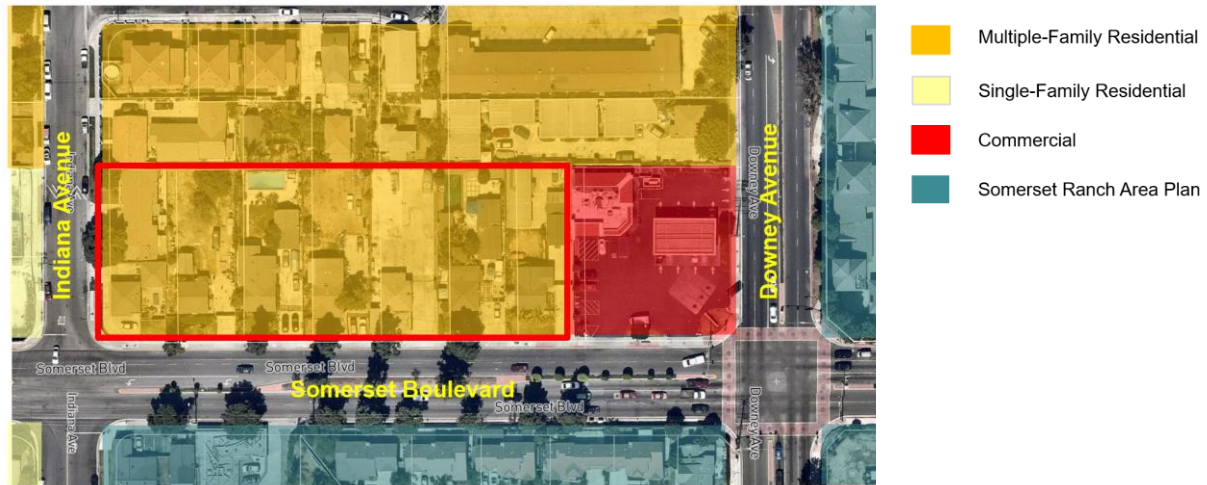
### Land Use Map

The two maps below show the existing and proposed Land Use Map with updated land use designation:

**EXISTING**



**PROPOSED**



**Discussion**

As shown on the maps above, the proposed General Plan land use designation of Multiple-Family Residential would extend an existing Multiple-Family Residential area southward to Somerset Boulevard. Changing from Commercial would formally allow single-family and multiple-family residential uses based on the area of the lots. The amended land use integrates well with the surrounding neighborhood, which is comprised of multiple-family residential properties developed at varying densities. Upon implementation of the companion zone change application, property owners will have the option to construct a second housing unit that meets the development requirements for a multiple-family residential property. Unless a future developer acquires adjacent properties and consolidates them into a larger lot, minimal change to this block of residential properties is expected in the near future. The eventual construction of new homes will satisfy the increased demand for housing and State requirements to enable the production of more housing.

Obtaining approval for loan refinancing is often highly challenging for owners of legal nonconforming properties, and lenders are also reluctant to provide traditional loans to prospective buyers. Changing to a residential land use with the accompanying zone change provides a simplified means for the owners to access their equity and sell to the open real estate market, rather than relying on nontraditional financing or inheritance.

Furthermore, removing the Commercial land use designation eliminates the possibility of linear strip development. Maintaining the status quo may lead to eventual albeit slow redevelopment to commercial uses, but such development would likely be fragmented given the land use history of this block firmly rooted in housing.

### **Outreach**

Before the applicant submitted a formal application, Planning Department staff mailed a bilingual survey to the owners of the seven potentially affected properties. No property owners responded in opposition to the project. Property owners and tenants within 500 feet of the project area were also directly mailed notifications of the Planning Commission public hearing and the present City Council public hearing. Public hearing notices for both hearings were published in the Paramount Journal. The Planning Commission and City Council agendas were posted on the City website and outside City and County facilities in Paramount.

### **Environmental Assessment**

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061(a)(3) – general rule that CEQA only applies to projects which have the potential of causing a significant effect on the environment.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only and adopt Resolution No. 20:027.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 20:027**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT SETTING FORTH ITS FINDINGS OF FACT AND DECISION RELATIVE TO GENERAL PLAN AMENDMENT NO. 20-1, A REQUEST BY SIRAJ ABOULHOSN TO CHANGE THE LAND USE DESIGNATION ON THE GENERAL PLAN LAND USE MAP FROM COMMERCIAL TO MULTIPLE-FAMILY RESIDENTIAL FOR PROPERTIES ON THE NORTH SIDE OF SOMERSET BOULEVARD BETWEEN INDIANA AVENUE AND 8439 SOMERSET BOULEVARD [15016 INDIANA AVENUE; 8407-8439 SOMERSET BOULEVARD] IN THE CITY OF PARAMOUNT

WHEREAS, the City Council of the City of Paramount has considered a request by Siraj Aboulhossn to change the land use designation of the General Plan Land Use Map from Commercial to Multiple-Family Residential for properties on the north side of Somerset Boulevard between Indiana Avenue and 8439 Somerset Boulevard [15016 Indiana Avenue; 8407-8439 Somerset Boulevard] in the City of Paramount; and

WHEREAS, the City Council of the City of Paramount has caused notices to be published in the time and manner as required by law; and

WHEREAS, the Planning Commission of the City of Paramount conducted a public hearing relative to General Plan Amendment No. 20-1 on August 11, 2020; and

WHEREAS, this project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061(b)(3) – general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT AS FOLLOWS:

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** The City Council finds that it has conducted all the public hearings necessary and in compliance with State Law and the Municipal Code of the City of Paramount.

**SECTION 3.** The City Council finds that the evidence presented does justify the granting of this application for the following reasons:

1. That modified conditions warrant a revision in the General Plan Land Use Map as it pertains to the area under consideration.

2. That placement of the proposed land use designation at such location will not:
  - a. Adversely affect the health, peace, or welfare of persons residing or working in the surrounding area; and
  - b. Jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.
3. That such land use designation is necessary or desirable for the development of the community, is essentially in harmony with the various elements of the General Plan, and is not detrimental to existing uses.

**SECTION 4.** Based upon the foregoing findings, the City Council approves General Plan Amendment No. 20-1.

**SECTION 5.** The General Plan Land Use Map of the City of Paramount as comprehensively updated when adopted by the City Council on August 7, 2007 is amended as shown on the map attached hereto, marked Exhibit "A", to be changed to the land use designation of Multiple-Family Residential. Said change shall be made on the General Plan Land Use Map of the City of Paramount.

**SECTION 6.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 1<sup>st</sup> day of September 2020.

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Peggy Lemons, Mayor

ATTEST:

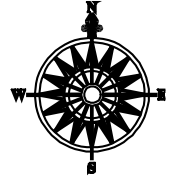
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Heidi Luce, City Clerk

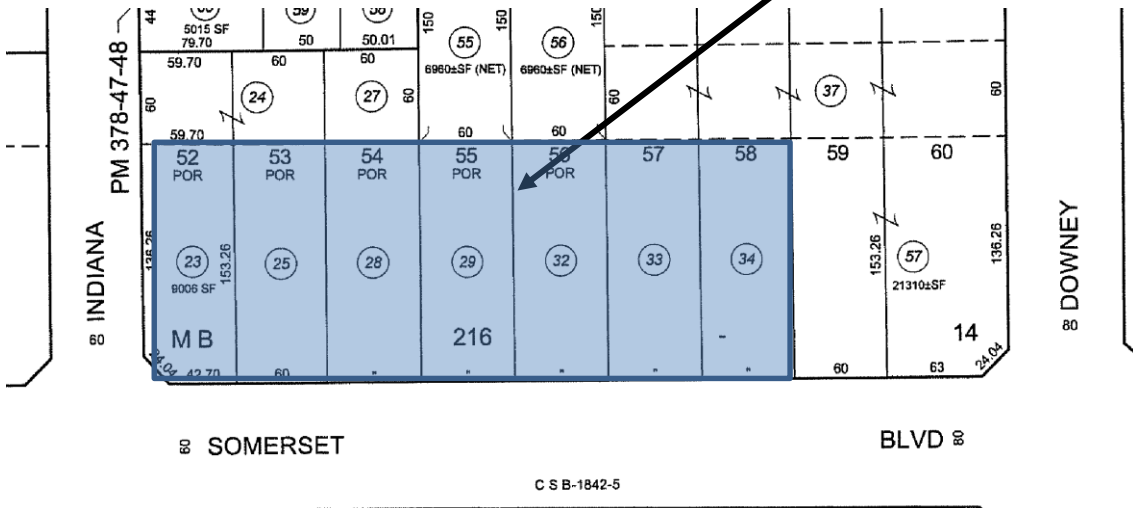
# Exhibit A

## Resolution No. 20:027

## General Plan Amendment No. 20-1



**Subject Site**






15016 Indiana Ave.; 8407-8439 Somerset Blvd.

# General Plan Amendment No. 20-1

## Existing General Plan Land Use Designation






-  Multiple-Family Residential
-  Single-Family Residential
-  Commercial
-  Somerset Ranch Area Plan

15016 Indiana Ave.; 8407-8439 Somerset Blvd.

# General Plan Amendment No. 20-1

## Proposed General Plan Land Use Designation



-  Multiple-Family Residential
-  Single-Family Residential
-  Commercial
-  Somerset Ranch Area Plan




15016 Indiana Ave.; 8407-8439 Somerset Blvd.



# General Plan Amendment No. 20-1

## Land Use







-  Single-Family Residential
-  Multiple-Family Residential
-  Commercial
-  Light Manufacturing

15016 Indiana Ave.; 8407-8439 Somerset Blvd.

# General Plan Amendment No. 20-1

## Existing Zoning



-  PD-PS (Planned Development with Performance Standards)
-  R-1 (Single-Family Residential)
-  R-M (Multiple-Family Residential)
-  C-M (Commercial Manufacturing)

15016 Indiana Ave.; 8407-8439 Somerset Blvd.

SEPTEMBER 1, 2020

PUBLIC HEARING

ORDINANCE NO. 1136

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 236, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM C-M (COMMERCIAL-MANUFACTURING) TO R-M (MULTIPLE-FAMILY RESIDENTIAL) FOR PROPERTIES ON THE NORTH SIDE OF SOMERSET BOULEVARD BETWEEN INDIANA AVENUE AND 8439 SOMERSET BOULEVARD [15016 INDIANA AVENUE; 8407-8439 SOMERSET BOULEVARD] IN THE CITY OF PARAMOUNT”

- A. HEAR STAFF REPORT.
- B. OPEN THE PUBLIC HEARING.
- C. HEAR TESTIMONY IN THE FOLLOWING ORDER:
  - (1) THOSE IN FAVOR
  - (2) THOSE OPPOSED
  - (3) REBUTTAL BY THE APPLICANT
- D. MOTION TO CLOSE THE PUBLIC HEARING.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

E. MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1136, AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** John Carver, Planning Director  
John King, AICP, Assistant Planning Director  
**Date:** September 1, 2020

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**Subject: ORDINANCE NO. 1136/ZONE CHANGE NO. 236  
15016 INDIANA AVENUE; 8407-8439 SOMERSET BOULEVARD**

### **Background**

This item is a request by Siraj Aboulhosn to change the official Zoning Map from C-M (Commercial-Manufacturing) to R-M (Multiple-Family Residential) for properties on the north side of Somerset Boulevard between Indiana Avenue and 8439 Somerset Boulevard [15016 Indiana Avenue; 8407-8439 Somerset Boulevard]. The Zoning Map, adopted in 1962 with the Zoning Ordinance, can be amended in accordance with the provisions of Article XIII (Amendments and Site Plans Generally) of Chapter 44 of the Paramount Municipal Code. Following a Planning Commission recommendation, the City Council considers a proposed zone change. This item is associated with General Plan Amendment No. 20-1, which the City Council reviewed earlier this evening. The Planning Commission reviewed these items – General Plan Amendment No. 20-1 and Zone Change No. 236 – at its August 11, 2020 meeting and unanimously recommended approval to the City Council.

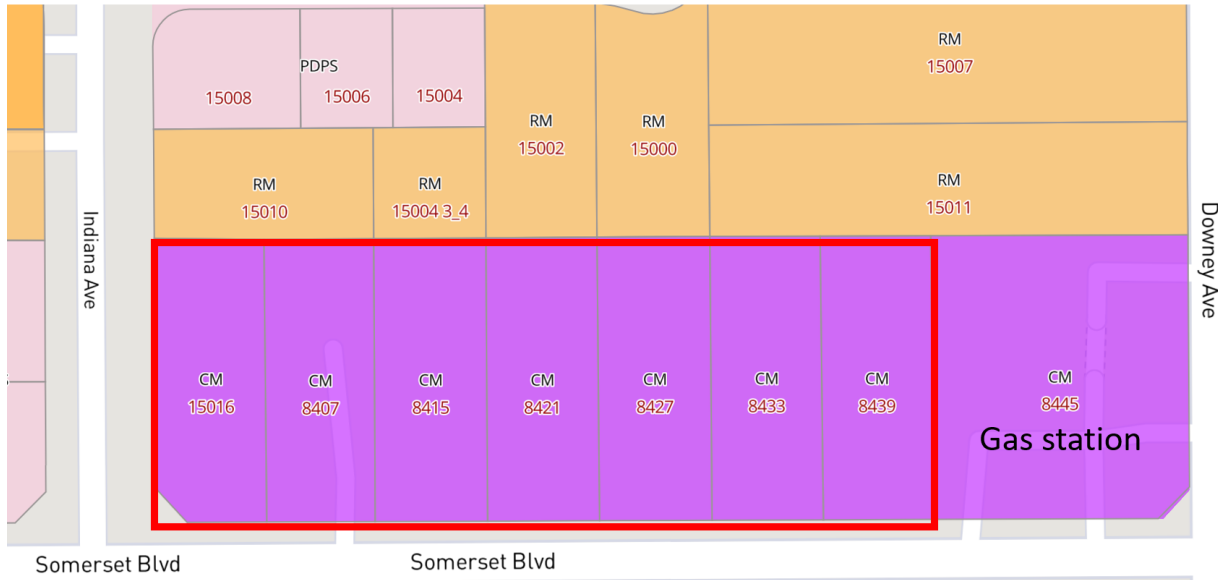
### **Description**

The project area consists of seven of the eight properties along the north side of Somerset Boulevard between Indiana Avenue and Downey Avenue. The area excludes the property developed with a gas station at the northwest corner of Somerset Boulevard and Downey Avenue.

Below is a view looking northeast from Somerset Boulevard and Indiana Avenue:



The map below shows the location and seven lots under consideration:



When the City Council adopted the Zoning Map in 1962, the properties along this block were zoned C-M, and this classification has remained in place. As such, the existing houses are considered legal nonconforming (“grandfathered”). Although the intent of the zoning and General Plan land use designations have been to transition away from residential to more commercial land uses, the landowners have opted to maintain the residential character. Below is a summary of the seven properties, which are each owned by separate owners:

Address	Lot Area (sq. ft.)	Housing Units	Tenancy	Notes
15016 Indiana	9,006.0	3	Rental	
8407 Somerset	9,195.6	1	Owner occupied	
8415 Somerset	9,195.6	1	Owner occupied	
8421 Somerset	9,195.6	1	Owner occupied	
8427 Somerset	9,195.6	1	Rental	Mixed-use - beauty salon
8433 Somerset	9,195.6	1	Owner occupied	
8439 Somerset	9,195.6	1	Rental	
<b>TOTAL</b>	<b>64,179.6</b>	<b>9</b>		

### Discussion

The proposed zone change will implement the proposed General Plan Land Use Designation of Multiple Family Residential, which allows single-family and multiple-family residential uses. The project will integrate well with the surrounding neighborhood, which is comprised of multiple-family residential properties developed at varying densities. Obtaining approval for loan refinancing is often highly challenging for owners of legal nonconforming properties, and lenders are also reluctant to offer

traditional loans to prospective buyers. Changing to a residential zone provides a simplified means for the owners to access their equity and sell on the open real estate market, rather than relying on nontraditional financing or inheritance.

The zone change would also meet a “big picture” City goal of reclassifying zoning designations to reduce the impacts of manufacturing uses upon neighboring residential areas. Such changes implement Land Use Element Policy 4 of the Paramount General Plan – “the City of Paramount will limit the intrusion of dissimilar uses as a means to minimize potential land use conflicts and incompatibility in the future.” Recent examples include downzoning M-1 (Light Manufacturing) properties along Garfield Avenue and Somerset Boulevard to C-M, changing properties on Hunsaker Avenue and 72<sup>nd</sup> Street from manufacturing to residential zones, and rezoning properties on Alondra Boulevard and Texaco Avenue from manufacturing to single-family housing zones.

### **Environmental Assessment**

The City Council considered an environmental assessment with General Plan Amendment No. 20-1. This project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061(a)(3) – general rule that CEQA only applies to projects which have the potential of causing a significant effect on the environment.

### **RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1136, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1136**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AMENDING ORDINANCE NO. 178, THE COMPREHENSIVE ZONING ORDINANCE, APPROVING ZONE CHANGE NO. 236, CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF PARAMOUNT FROM C-M (COMMERCIAL-MANUFACTURING) TO R-M (MULTIPLE-FAMILY RESIDENTIAL) FOR PROPERTIES ON THE NORTH SIDE OF SOMERSET BOULEVARD BETWEEN INDIANA AVENUE AND 8439 SOMERSET BOULEVARD [15016 INDIANA AVENUE; 8407-8439 SOMERSET BOULEVARD] IN THE CITY OF PARAMOUNT

THE CITY COUNCIL OF THE CITY OF PARAMOUNT DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1. Purpose and Findings.** The City Council finds and declares as follows:

WHEREAS, California Constitution Article XI, Section 7, enables the City of Paramount (“the City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations, including the location and boundaries of the various zones shown and delineated on the Official Zoning Map of the City, is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that development occurs in a prudently effective manner, consistent with the goals and objectives of the General Plan as updated and adopted by the City Council on August 7, 2007 and reasonable land use planning principles; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 11, 2020 at which time it reviewed criteria for amending the Zoning Map, considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt Resolution No. PC 20:029, recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on September 1, 2020, at which time it considered all evidence presented, both written and oral.

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



**SECTION 2.** The official Zoning Map of the City of Paramount adopted by Ordinance No. 178 on February 20, 1962 is amended as shown on the map attached hereto, marked Exhibit "A", to be zoned R-M (Multiple-Family Residential). Said change shall be made on the official Zoning Map of the City of Paramount.

**SECTION 3. California Environmental Quality Act (CEQA).** This Ordinance is exempt from the provisions of the CEQA under Section 15061(b)(3) – general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

**SECTION 4.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 5.** This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

**SECTION 6.** This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk or duly appointed deputy shall certify to the adoption of this Ordinance to be published as required by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Paramount this 6<sup>th</sup> day of October 2020.

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Peggy Lemons, Mayor

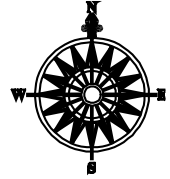
Attest:

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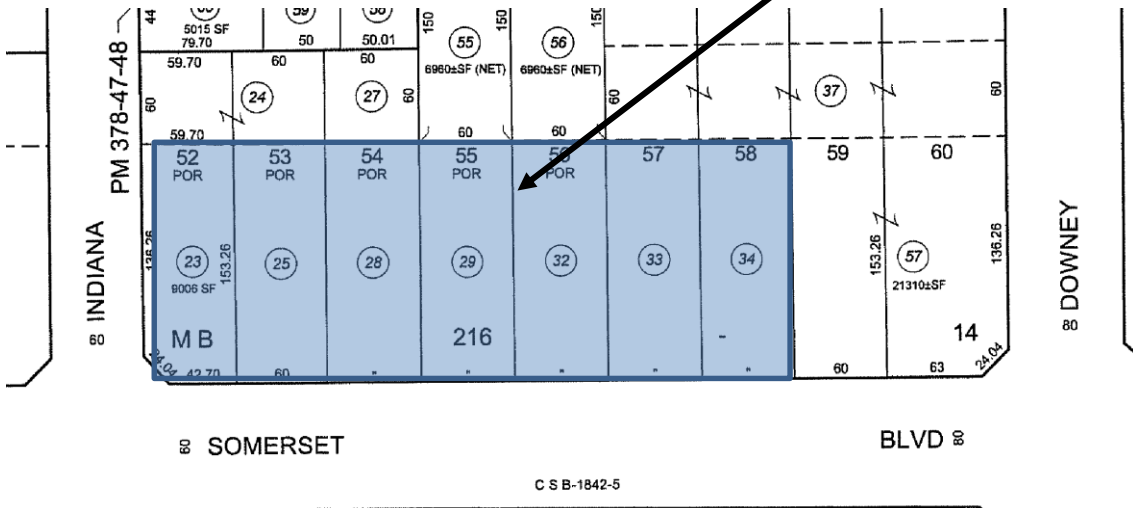
Heidi Luce, City Clerk

# Exhibit A

## Ordinance No. 1136/Zone Change No. 236



**Subject Site**







15016 Indiana Ave.; 8407-8439 Somerset Blvd.

# Ordinance No. 1136/Zone Change No. 236

## Existing Zoning







-  PD-PS (Planned Development with Performance Standards)
-  R-1 (Single-Family Residential)
-  R-M (Multiple-Family Residential)
-  C-M (Commercial Manufacturing)

15016 Indiana Ave.; 8407-8439 Somerset Blvd.

# Ordinance No. 1136/Zone Change No. 236

## Proposed Zoning






-  PD-PS (Planned Development with Performance Standards)
-  R-1 (Single-Family Residential)
-  R-M (Multiple-Family Residential)
-  C-M (Commercial Manufacturing)

15016 Indiana Ave.; 8407-8439 Somerset Blvd.

# Ordinance No. 1136/Zone Change No. 236

## Land Use





-  Single-Family Residential
-  Multiple-Family Residential
-  Commercial
-  Light Manufacturing

15016 Indiana Ave.; 8407-8439 Somerset Blvd.

# Ordinance No. 1136/Zone Change No. 236

## General Plan Land Use Designation



-  Multiple-Family Residential
-  Single-Family Residential
-  Commercial
-  Somerset Ranch Area Plan

15016 Indiana Ave.; 8407-8439 Somerset Blvd.

SEPTEMBER 1, 2020

ORDINANCE NO. 1137

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADDING CHAPTER 36A OF THE PARAMOUNT MUNICIPAL CODE, ADOPTING CITYWIDE REGULATIONS FOR MOBILE FOOD AND ICE CREAM VENDING VEHICLES”

MOTION IN ORDER:

READ BY TITLE ONLY, WAIVE FURTHER READING, INTRODUCE ORDINANCE NO. 1137, AND PLACE IT ON THE NEXT REGULAR AGENDA FOR ADOPTION.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** John Carver, Planning Director  
**Date:** September 1, 2020

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**Subject: ORDINANCE NO. 1137  
MOBILE FOOD AND ICE CREAM VENDING VEHICLES**

## **Introduction**

This item presents proposed citywide regulations for mobile food and ice cream vending vehicles. As mobile food trucks have become more commonplace in public and private areas, it is important to establish regulations that balance consumer choices with public health, safety, and general welfare of the Paramount community.

The sale of any commodity from a vehicle or to a person in a vehicle on any major traffic arterial adds to the local traffic congestion, delay, and hazard to life and property. The strict enforcement of traffic laws is only one consideration for addressing mobile food vendors in the street. It is not possible to adequately employ sufficient law enforcement personnel to control such unique traffic problems, not only because of the present personnel shortage, but particularly because of the fluctuating volume of vehicular traffic. It is therefore necessary to remove and prevent, so far as is possible, all contributing factors to or cause any interference with or hindrance of the movement of vast numbers of motor vehicles in the City.

## **Background**

### *Itinerant Restaurants*

In 1996 the City Council adopted Ordinance No. 865, which added Section 36-2.2 to the Paramount Municipal Code to define and regulate "itinerant restaurants." The term was used interchangeably with mobile food trucks, food trucks, lunch trucks, and other choice designations. The approved regulations limited such trucks to parking and serving food within locations on private property, and they restricted trucks to remaining on one property a maximum of two hours for each of the two 12-hour periods of the day.

Section 11-5 of the Municipal Code lists business types, including itinerant restaurants, which require a City Council Permit in order to conduct business in Paramount. Beginning in 1996 the City Council would approve or deny applications for mobile food businesses that presented property owner authorization to operate for the maximum of



two hours per location. Although the City Council approved numerous applications in the 25 years since the establishment of specific regulations for itinerant restaurants, there are now only two food truck businesses that have maintained active business licenses to operate on private property.

### *Sidewalk Vending*

In order to comply with and complement State law (Senate Bill No. 946 – the Safe Sidewalk Vending Act), the City Council adopted Ordinance No. 1113 (“Sidewalk and Park Vending Program”) in June 2019. The new Paramount regulations further clarified time, place, and manner for vendors to sell merchandise and food in the public right-of-way. However, in enacting the ordinance, the sections of Chapter 36 of the Municipal Code pertinent to itinerant restaurants were repealed.

### **Discussion**

A few factors have coalesced to press the need for a new mobile food vending ordinance. Although the Paramount Municipal Code has not directly addressed food trucks in public roadways, the public nature of these roadways and case law do not allow cities to prohibit the use of food trucks on these public areas. While prohibition is not a legal option, Section 22455 of the California Vehicle Code grants authority to local agencies to regulate the type of vending and the time, place, and manner of vending from vehicles upon the public roadways in order to promote public safety.

Furthermore, mobile food trucks in recent years have become more widely accepted as a complement to certain business types on private property. For example, a microbrewery that is open to the general public on weekends may wish to complement tastings with meals from a mobile food vendor. Mobile food trucks are also recognized as a creative start-up or incubator for business owners (sometimes trained chefs) who lack the financial capital or experience to immediately open a traditional fixed-location restaurant. With the absence of a local regulatory framework, there are presently two Code Enforcement cases for mobile food trucks that continue to operate without permits on private property in Paramount and risk ongoing citation.

Finally, the Municipal Code is silent in regard to regulating ice cream trucks. The present discussion provides an opportune moment to incorporate ice cream trucks into the regulatory fold and protect the City from legal challenges. "Ice Cream Truck" means any motor vehicle requiring a license from the California Department of Motor Vehicles (DMV) from which frozen dairy or water-based food products are sold, given away, displayed, or offered for sale on a retail basis.

### **Draft Ordinance**

The following are highlights of a draft comprehensive ordinance as prepared by the City Attorney with input from the Planning Department and Public Safety Department for City Council review and discussion. As some points are relevant to public property, some

exclusively to private property, and some both public and private areas, each is organized accordingly.

### *Public Roadways*

- Public roadway hours – No vending shall be permitted by a mobile food vendor except between the hours of 8:00 a.m. and 9:00 p.m., Monday through Sunday.
- Maximum time at one location on a public roadway – Maximum two (2) hours.
- Vending is prohibited on the exposed street and/or traffic side of the vending vehicle.
- Maximum time at one location – Maximum four (4) hours.
- Public roadways near schools – No person shall stop or park a vending vehicle on a public roadway within 500 feet of any school property boundary between the hours of 7:00 a.m. and 4:00 p.m. on regular school days.
- Restrictions – The vending vehicle shall not operate within 100 feet of any public roadway intersection controlled by a crosswalk, traffic light, or stop sign. The vending vehicle shall not operate within 100 feet of a bus stop.
- Ice cream truck hours – Sales from ice cream trucks shall be limited to the hours of 10:00 a.m. to 6:00 p.m. or one-half hour after sunset, whichever occurs first.
- Ice cream truck limitations – Sales shall be limited to public roadways with a speed limit less than 25 miles per hour. No sales shall be made while an ice cream truck is parked within 75 feet of any intersection. No sales shall be made from an ice cream truck which is within 200 feet of another ice cream truck which has already stopped to vend. A street must have sufficient width to allow other vehicles to pass safely while the ice cream truck is stopped.
- Ice cream truck noise. Noise from an ice cream truck must comply with the Paramount Noise Ordinance. No person shall use, play, or employ any sound, outcry, amplifier, loudspeaker, or any other instrument or device for the production of sound from an ice cream truck when the ice cream truck is stationary. No person shall use, play, or employ any sound, outcry, amplifier, loudspeaker, or any other instrument or device for the production of sound from an ice cream truck after 6:00 p.m. or one-half hour after sunset, whichever occurs first.

### *Private Property*

- Private property hours – No vending shall be permitted by a mobile food vendor except between the hours of 12:00 p.m. and 9:00 p.m., Monday through Sunday. The Planning Director or designee shall retain the authority to further restrict or modify the hours of operation of a mobile food vendor at a location with written findings to protect public health, safety, and welfare.
- Maximum time at one location on private property – Maximum four (4) hours.
- Property owner authorization – For a mobile food vendor to park on private property, a property owner must authorize the mobile food vendor in writing and provide the Planning Department a copy of the written authorization prior to the mobile food vendor operating at the location.

- Restrictions – The vending vehicle shall not operate within 50 feet of any street intersection controlled by a crosswalk, traffic light, or stop sign. The vending vehicle shall not operate within 50 feet of a bus stop.

*Public and Private Property*

- Tables/chairs – No tables, chairs, or other food preparation equipment may be used outside of a vending vehicle stopped or parked on a public roadway or private property.
- Health Department – The mobile food vendor must have a valid permit issued by the Los Angeles County Department of Public Health.
- Trash – No mobile food vendor shall engage in vending unless the mobile food vendor maintains a clearly designated litter receptacle in the immediate vicinity of the vending vehicle, marked with a sign requesting use by patrons. Prior to leaving the location, the mobile food vendor shall pick up, remove and dispose of all trash generated by the mobile food vendor's operation located within a 100-foot radius of the mobile food vendor's location.
- Discharges – The mobile food vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto private property or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the mobile food vendor.

**RECOMMENDED ACTION**

It is recommended that the City Council read by title only, waive further reading, introduce Ordinance No. 1137, and place it on the next regular agenda for adoption.

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE NO. 1137**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT ADDING CHAPTER 36A OF THE PARAMOUNT MUNICIPAL CODE, ADOPTING CITYWIDE REGULATIONS FOR MOBILE FOOD AND ICE CREAM VENDING VEHICLES

**RECITALS**

WHEREAS, that the City is confronted with serious and unique traffic and parking problems. That the City is primarily a residential community, surrounded by other residential, business, and manufacturing centers. That any hindrance of the flow of such vehicular traffic causes delay, traffic congestion, accidents and imminent peril to both life and property within the City; and

WHEREAS, that the sale of any commodity from a vehicle or to a person in a vehicle on any major traffic arterial in said City peculiarly adds to the local traffic congestion, delay, and hazard to life and property; and

WHEREAS, that the sale of any commodity from a vehicle stopped or parked within a privately owned property burdens vehicular and pedestrian traffic flow through the property, particularly within parking lots and drive aisles, thereby adding delay, disrupting business, and adding hazard to life and property; and

WHEREAS, that it is therefore necessary to remove and prevent, so far as is possible, all factors which contribute to or cause any interference with or hindrance of the movement of vast numbers of motor vehicles in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PARAMOUNT, DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

**SECTION 2.** Chapter 36A of the Paramount Municipal Code is added to read as follows:

MOBILE FOOD AND ICE CREAM VENDING VEHICLES.

**Sec. 36A-1. Findings, purpose and intent.**

The Council does hereby find and determine as follows: That the City is confronted with serious and unique traffic and parking problems. That the City is primarily a residential community, surrounded by other residential, business, and manufacturing centers. That any hindrance of the flow of such vehicular traffic causes delay, traffic congestion, accidents and imminent peril to both life and property within the City. That the sale of

any commodity from a vehicle or to a person in a vehicle on any major traffic arterial in said City peculiarly adds to the local traffic congestion, delay and hazard to life and property. That strict enforcement of traffic laws alone is insufficient to cope with the situation. That it is not possible to employ sufficient police officers adequately to control such unique traffic problems, not only because of the present personnel shortage, but particularly because of the fluctuating volume of such vehicular traffic. That it is therefore necessary to remove and prevent, so far as is possible, all factors which contribute to or cause any interference with or hindrance of the movement of vast numbers of motor vehicles in the City.

Sec. 36A-2. Authority.

Chapter 36A is adopted pursuant to the authority granted to the City of Paramount by Section 22455 of the California Vehicle Code, which permits local authorities to regulate the type of vending and the time, place, and manner of vending from vehicles upon the street in order to promote public safety.

Sec. 36A-3. Definitions.

For the purpose of this Chapter, the words, terms, and phrases shall be defined as set forth herein, unless the context clearly indicates a different meaning is intended. Words, terms, and phrases used in this Chapter that are not specifically defined shall be construed according to their context and the customary usage of the language.

City. The City of Paramount.

Food or food products. Any type of edible substance or beverage.

Ice cream truck. That vending vehicle more particularly described under Section 36A-10 hereinbelow.

Mobile food vendor. Person who operates or assists in the operation of a vending vehicle.

Public property. All property owned, leased, or controlled by the City, including, but not limited to buildings, parks, pathways, parkways, sidewalks, roadways, streets, public alleys, and parking lots.

Public roadway. That portion of the street, which is improved, designed, or ordinarily used for vehicular travel.

Vend or vending. To sell, offer for sale, display, barter, exchange, or otherwise give food or food products from a vending vehicle.

Vendor. A person who vends, including an employee or agent of a vendor.

Vending vehicle. Any self-propelled, motorized device or vehicle by which any person or property may be propelled or moved upon a highway, excepting a device moved exclusively by human power, such as a vending cart operated by a sidewalk vendor pursuant to Chapter 36 of the Paramount Municipal Code, or which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged, or otherwise given.

Sec. 36A-4. Prohibited use.

A mobile food vendor, vending vehicle, or ice cream truck is prohibited to remain or park on public property or on a public roadway unless specifically permitted under the express provisions of this Chapter 36A.

Sec. 36A-5. Days and hours of operation—Public roadway.

- (a) No mobile food vendor or vending vehicle shall remain on a public roadway during non-operating hours as set out in subsection (b) below. Overnight parking of a mobile vendor vehicle on a public roadway is prohibited.
- (b) No vending shall be permitted by a mobile food vendor except between the hours of 8:00 a.m. and 9:00 p.m., Monday through Sunday.

Sec. 36A-6. Vending vehicles—Restrictions near school facilities.

No person shall stop or park a vending vehicle on a public roadway within five hundred (500) feet of any school property boundary in the City between the hours of 7:00 a.m. and 4:00 p.m. on regular school days. This prohibition will not apply if the Superintendent of the School District or authorized designee or the administrator of a private school gives the mobile food vendor written permission to park on school property. The mobile food vendor shall provide a copy of that authorization to the City within five (5) days of its receipt.

Sec. 36A-7. Licensing and insurance requirements.

Any mobile food vendor must have, at all times, the following licensing and insurance requirements:

- (a) A valid business license issued by the City.
- (b) As part of its application for a business license, the mobile food vendor shall submit and maintain a certificate of commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) with a signed endorsement to the policy satisfactory to the City. The certificate of insurance shall name the City, City Council, Commissions, officers, employees, and agents as additional insured.

- (c) A valid California Driver's license or California Commercial Driver's license, whichever is required under state law.
- (d) A valid vehicle registration for the vending vehicle used for mobile food vending.
- (e) A food handling permit or satisfactory certificate of completion of a food safety course. Someone who has a food handling permit or certificate of completion of a food safety course must be present at all times when the vending vehicle is open.
- (f) A valid California reseller's permit.
- (g) A valid permit issued by the Los Angeles County Department of Public Health. Said County Health permit must be presented to the City prior to issuance of any City business license.

Sec. 36A-8. Vending vehicles—Parking and stopping regulations within public roadway.

A mobile food vendor may locate its vehicle in the public roadway as long as the mobile food vendor adheres to the following standards and conditions:

- (a) No mobile food vendor shall stop or park a vending vehicle on a public roadway for the purpose of selling, giving away, displaying, or offering for sale any food or beverage product except for a period of time not to exceed two (2) hours on any one (1) block on a street provided the vending vehicle is not stopped or parked within five hundred (500) feet of licensed restaurant establishments, schools, public park concession stands, or approved special events.
- (b) No tables, chairs, or other food preparation equipment may be used outside of a vending vehicle stopped or parked on a public roadway.
- (c) All signs shall be attached to or a part of the vending vehicle. Signs with digital displays can change messages no more frequently than every 10 seconds. Scrolling, flashing, rotating, pulsating, moving, or blinking digital displays are prohibited. The intensity of digital illumination shall be static between messages. One digital sign is permitted per vending vehicle.
- (d) The vending vehicle is in full compliance with all parking and California Vehicle Code provisions which apply to the location at which it is parked.
- (e) The vending vehicle shall not be parked or stopped during a time on a public roadway subject to restrictions, including but not limited to street sweeping hours and residential permit parking districts, established under the Paramount Municipal Code.
- (f) The vending vehicle does not obstruct pedestrian or vehicular traffic.

- (g) Vending is prohibited on the exposed street and/or traffic side of the vending vehicle.
- (h) The mobile food vendor shall not distribute any item from the vending vehicle in a manner that causes any person to stand in that portion of the public roadway that is between the vehicle and the center of the public roadway.
- (i) The mobile food vendor shall not encroach onto a public sidewalk with any part of its vending vehicle or any other equipment related to the operation of its business.
- (j) All licensing requirements under Section 36A-7 must be in the possession of the mobile food vendor and in a visible and conspicuous location always during the operation of the vending business during which it operates within the City.
- (k) All food products sold or provided from the vending vehicle shall comply with all applicable food labeling requirements established by the State of California and the mobile food vendor must obtain all required permits, including without limitation, health permits, to sell or provide such items.
- (l) No mobile food vendor shall engage in vending unless the mobile food vendor maintains a clearly designated litter receptacle in the immediate vicinity of the vending vehicle, marked with a sign requesting use by patrons. Prior to leaving the location, the mobile food vendor shall pick up, remove, and dispose of all trash generated by the mobile food vendor's operation located within a one-hundred (100) foot radius of the mobile food vendor's location.
- (m) The vending vehicle shall not operate within one-hundred (100) feet of any street intersection controlled by a crosswalk, traffic light, or stop sign.
- (n) The vending vehicle shall not operate within one-hundred (100) feet of a bus stop.
- (o) No mobile food vendor shall stop, park, or cause any food vehicle to remain on a public roadway, except pursuant to the order of a lawful authority or for making emergency repairs to the vehicle; in no event shall any person sell or give away any food or beverage project from a vending vehicle while such repairs are being made.
- (p) Restocking of a mobile vendor's vehicle is prohibited on a public roadway or alley.
- (q) No mobile vendor's vehicle shall attach to or receive any utilities from private or public property.
- (r) No additional exterior lighting other than that required by the California Vehicle Code may be installed or operated on a mobile vendor's vehicle.



- (s) The mobile food vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into public roadways, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the mobile food vendor.
- (t) All mobile food vendors' vending vehicles shall be inspected and approved by the Los Angeles County Public Health Department Vehicle Inspection Program prior to the City's issuance of the business license and from time to time thereafter in the discretion of the Los Angeles County Public Health Department. At a minimum, all cooking equipment producing grease laden vapors shall be protected by a UL 300 listed automatic fire extinguishing system. A Class K fire extinguisher shall be provided within each vending vehicle at an accessible location. All fire protection equipment shall be properly maintained and serviced at intervals required by the California Fire Code.

Sec. 36A-9. Vending vehicles—Parking and stopping regulations within private property.

A mobile food vendor may locate its vehicle within private property as long as the mobile food vendor adheres to the following standards and conditions:

- (a) A property owner or legally authorized representative authorizes the mobile food vendor in writing and provides the Planning Department a copy of the written authorization prior to the mobile food vendor operating at the location.
- (b) No mobile food vendor shall stop or park a vending vehicle on private property for the purpose of selling, giving away, displaying, or offering for sale any food or beverage product except for a period of time not to exceed four (4) hours on any location within a single private property provided the vending vehicle is not stopped or parked within one hundred (100) feet of schools, public park concession stands, or approved special events.
- (c) No tables, chairs, or other food preparation equipment may be used outside of a vending vehicle stopped or parked on private property.
- (d) Signs shall remain entirely on private property. Signs with digital displays can change messages no more frequently than every 10 seconds. Scrolling, flashing, rotating, pulsating, moving, or blinking digital displays are prohibited. The intensity of digital illumination shall be static between messages. One digital sign is permitted per vending vehicle.
- (e) Days and hours of operation. No mobile food vendor or vending vehicle shall remain on private property during non-operating hours. Overnight parking of a mobile vendor vehicle private property with the sole exception of a licensed and authorized vending vehicle storage facility. No vending shall be permitted by a mobile food vendor except between the hours of 12:00 p.m. and 9:00 p.m.,

Monday through Sunday. The Planning Director or designee shall retain the authority to further restrict or modify the hours of operation of a mobile food vendor at a location with written findings to protect the public health, safety, and welfare.

- (f) No mobile food vendor shall stop or park a vending vehicle within driveway areas or the required property setbacks of properties on which they are temporarily located.
- (g) No mobile food vendor shall stop or park a vending vehicle in required off-street parking areas in a manner so as to impede ingress, egress, and parking on private property as determined following review of the precise parking location by the Planning Director or designee.
- (h) The vending vehicle is in full compliance with all parking and California Vehicle Code provisions which apply to the location at which it is parked.
- (i) The vending vehicle does not obstruct pedestrian or vehicular traffic.
- (j) The mobile food vendor shall not encroach onto a public sidewalk or public roadway with any part of its vending vehicle or any other equipment related to the operation of its business.
- (k) All licensing requirements under Section 36A-7 must be in the possession of the mobile food vendor and in a visible and conspicuous location always during the operation of the vending business during which it operates on private property.
- (l) All food products sold or provided from the vending vehicle shall comply with all applicable food labeling requirements established by the State of California and the mobile food vendor must obtain all required permits, including without limitation, health permits to sell or provide such items.
- (m) No mobile food vendor shall engage in vending unless the mobile food vendor maintains a clearly designated litter receptacle in the immediate vicinity of the vending vehicle, marked with a sign requesting use by patrons. Prior to leaving the location, the mobile food vendor shall pick up, remove, and dispose of all trash generated by the mobile food vendor's operation located within a one-hundred (100) foot radius of the mobile food vendor's location.
- (n) No mobile food vendor shall stop, park, or cause any food vehicle to remain on any private property, except pursuant to the order of a lawful authority or for making emergency repairs to the vehicle; in no event shall any person sell or give away any food or beverage project from a vending vehicle while such repairs are being made.

- (o) No person shall stop, park, or cause a vending vehicle to remain on any private property for the purpose of selling, giving away, displaying, or offering for sale any food or beverage product to any person other than the owner of such property or his, her, or their agents, customers, or employees; in no event shall any person stop, park, or cause a vending vehicle to remain on any vacant lot or undeveloped parcel of land for the purpose of selling, giving away, displaying or offering for sale any food or beverage product, other than allowed by a special event permit issued by the City.
- (p) Restocking of a mobile vendor's vehicle is prohibited on private property.
- (q) No mobile vendor's vehicle shall attach to or receive any utilities from private property.
- (r) Additional exterior lighting other than that required by the California Vehicle Code may be installed or operated on a mobile vendor's vehicle only with first obtaining Planning Director written authorization provided the lighting increases safety without subjecting neighboring occupants to direct lighting or other light-related nuisance.
- (s) The mobile food vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto the private property or into public roadways, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the mobile food vendor.
- (t) All mobile food vendors' vending vehicles shall be inspected and approved by the Los Angeles County Public Health Department Vehicle Inspection Program prior to the City's issuance of the business license and from time to time thereafter in the discretion of the Los Angeles County Public Health Department. At a minimum, all cooking equipment producing grease laden vapors shall be protected by a UL 300 listed automatic fire extinguishing system. A Class K fire extinguisher shall be provided within each vending vehicle at an accessible location. All fire protection equipment shall be properly maintained and serviced at intervals required by the California Fire Code.

Sec. 36A-10. Noise level.

- (a) Any use of amplified sound-making devices, including vehicle horns, to advertise, draw attention to, or announce the presence of any mobile vendor shall comply with the limitations and provisions set forth in the Paramount Municipal Code. No amplified sound making devices shall be used for such purposes upon any public roadway immediately contiguous to any property zoned for residential use within the City.

- (b) Non-amplified sound making devices shall not be used while the vending vehicle is stopped, parked, or otherwise in a stationary position, on any public roadway in an area zoned for residential use within the City; and such sounds shall not be audible for a distance of more than two hundred (200) feet in an area zoned for residential use within the City.

Sec. 36A-11. Ice cream trucks—Regulations.

For purposes of this Section, "Ice Cream Truck" means any motor vehicle requiring a license from the California Department of Motor Vehicles from which is sold, given away, displayed, or offered for sale, at retail, any frozen dairy or water-based food products. In addition to all the requirements of this Chapter 36A applicable to mobile food vendors and vending vehicles as set forth hereinabove, ice cream trucks shall be subject to the following additional requirements:

(a) Place of Operation—Stopping.

(1) Sales from ice cream trucks shall be limited the following locations:

- a. Public roadways that have speed limits of twenty-five (25) miles per hour or less.
- b. Public roadways and other public property directly associated with a City-sponsored event provided the ice cream truck operator has first obtained written authorization from a City official.
- c. Public roadways with sufficient width to allow other vehicles to pass safely while the ice cream truck is stopped.

(2) No sales shall be made while an ice cream truck is parked within seventy-five (75) feet of any intersection with any public street or streets as measured along the traveled way.

(3) No sales shall be made from an ice cream truck which is within two hundred (200) feet of another ice cream truck which has already stopped to vend.

(4) An ice cream truck's standard warning flasher shall be in operation immediately upon the truck stopping to vend and cease operation as the truck begins to move after vending.

- (b) Hours of operation. Sales from ice cream trucks shall be limited to the hours of 10:00 a.m. to 6:00 p.m. or one-half hour after sunset, whichever occurs first.

- (c) Noise restrictions.
  - (1) No person shall use, play, or employ any sound, outcry, amplifier, loudspeaker, or any other instrument or device for the production of sound from an ice cream truck when the ice cream truck is stationary.
  - (2) No person shall use, play, or employ any sound, outcry, amplifier, loudspeaker, or any other instrument or device for the production of sound from an ice cream truck after 6:00 p.m. or one-half hour after sunset, whichever occurs first.
  - (3) No person shall use, play, or employ any sound, outcry, amplifier, loudspeaker, or any other instrument or device for the production of sound from an ice cream truck in such a manner as to create a violation of any of the Noise regulations under the Paramount Municipal Code.
- (d) Restrictions on riders. No one other than one driver and one additional person shall be allowed to ride on an ice cream truck that is in operation. The additional person may be:
  - (1) An employee of the ice cream truck business owner, if said employee is an individual other than the driver;
  - (2) The ice cream truck business owner if the owner is an individual other than the driver; or
  - (3) A trainee.
- (e) The ice cream truck business operator shall maintain each ice cream truck in such condition that:
  - (1) All doors, windows, hood, and trunk shall open and close securely;
  - (2) The inside of the ice cream truck shall be clean and free of litter and trash;
  - (3) There is a trash receptacle that shall be made accessible to the public when sales occur in which patrons can place package wrappers and trash;
  - (4) The exterior of the ice cream truck shall be clean and in good repair and not have any peeling, dents, rust, scratches, or missing components;
  - (5) Advertising decals and price lists shall be placed only on the vending side of ice cream trucks and shall use a maximum area of twenty-four square (24) feet.

- (f) The ice cream truck business owner shall have and maintain the following safety equipment in clean operating condition on each ice cream truck:
- (1) Signs painted or mounted on the front and back of each truck using black four-inch-tall letters on a yellow background with a black one-inch border around each sign. The sign on the front and back of each truck shall read "CHILDREN CROSSING" and be eight (8) inches high by forty-eight (48) inches wide. An additional sign or signs shall be painted or mounted on the rear of each truck above the first sign and shall read "WARNING" in English and Spanish using the same size letter and paint requirements.
  - (2) Standard warning flashers.
  - (3) Any other safety equipment required by the California Vehicle Code.

Sec. 36A-12. Restriction on vehicle use.

Mobile food vending vehicles and ice cream trucks shall be used for no purpose other than those purposes permitted by this Chapter 36A, unless the health officer has approved in writing some other proposed use of such vehicle.

Sec. 36A-13. Responsibility for violations.

The owners, managers, or operators of any mobile vending vehicle or ice cream truck are responsible for the violation of any provisions of this Chapter 36A by their servants, agents, or employees.

Sec. 36A-14. Compliance with state and local laws.

- (a) Mobile food and ice cream truck vendors shall comply with all applicable state and local laws.
- (b) This Chapter 36A is not intended to be enforced against pedestrian food vendors or against food vendors who operate human powered push carts and other non-self-propelled vehicles permitted under Chapter 36 (Sidewalk and Park Vending Program) of the Paramount Municipal Code.

Sec. 36A-15. Penalty for violation.

- (a) A violation of the provisions of this Chapter 36A other than failure to possess a valid business license as required under Sec. 36A-14 is punishable by administrative citations as follows:
  - (1) An administrative fine of one hundred dollars (\$100) for a first violation.
  - (2) An administrative fine of two hundred dollars (\$200) for a second violation within one year of the first violation.

- (3) An administrative fine of five hundred dollars (\$500) for each additional violation within one year of the first violation.
  - (4) Appeal of an administrative citation under this Sec. 36A-14 shall be in accordance with the appeal procedures in Sec. 1-32, et. seq. of the Paramount Municipal Code.
- (b) Vending without a business license issued by the City of Paramount is punishable by administrative citations as follows:
- (1) An administrative fine of two hundred fifty dollars (\$250) for a first violation.
  - (2) An administrative fine of five hundred dollars (\$500) for a second violation within one year of the first violation.
  - (3) An administrative fine of one thousand dollars (\$1,000) for each additional violation within one year of the first violation.
  - (4) Upon proof of a valid business license issued by the City of Paramount, any administrative fines imposed under this subsection for vending without possessing a copy of the business license shall be reduced to the administrative fines set forth in subsection (a) respectively.
- (c) The proceeds of any administrative fines assessed pursuant to this Chapter 36A shall be deposited in the treasury of the City.
- (d) Each day any violation of any said provision of this Chapter 36A shall constitute a separate offense.

Sec. 36A-16. Conducting as a nuisance.

Any mobile food or ice cream truck vendor vehicle operated contrary to the provisions of this Chapter 36A is be deemed to be unlawful and is hereby declared a public nuisance. The City Attorney or City Prosecutor may commence any civil action or proceeding, for the abatement or removal in the manner provided by law, and may apply to such court as may have jurisdiction to grant such relief as will abate or remove such vending vehicle and restrain and enjoin any person from operating as a mobile food or ice cream truck vendor contrary to the provisions of this Chapter 36A.

**SECTION 3.** The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the

approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

**SECTION 4. Severability.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses or phrases be declared, invalid or unconstitutional.

**SECTION 5. Effective Date.** This Ordinance shall take effect thirty days after the date of its adoption. This Ordinance shall be certified as to its adoption by the City Clerk and shall be published once in the Paramount Journal within 15 days after its adoption together with the names and members of the City Council voting for and against the Ordinance.

PASSED AND ADOPTED by the City Council of the City of Paramount this \_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Peggy Lemons, Mayor

ATTEST

\_\_\_\_\_  
Heidi Luce, City Clerk



SEPTEMBER 1, 2020

CENSUS 2020 EXPENDITURES

MOTION IN ORDER:

CONSIDER AND APPROVE THE USE OF GENERAL FUNDS IN A CUMULATIVE AMOUNT NOT TO EXCEED \$10,000 FOR THE PURCHASE OF GIFT CARDS AND OTHER CITY MERCHANDISE TO BE RAFFLED OFF AS PART OF CENSUS 2020 INCENTIVE EFFORTS

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Andrew Vialpando, Assistant City Manager  
**Date:** September 1, 2020

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**Subject: CENSUS 2020 EXPENDITURES**

**Background**

The Census is a count occurring every 10 years of households and individuals living in the United States, which includes people of all ages, races and ethnic groups, including citizens and non-citizens. An accurate Census count determines the level of federal and State funding for local services, including health care, libraries, law enforcement, transportation, and housing. Population figures established by US Census count has resulted in funding for vital Paramount services, including graffiti removal; rent, mortgage and business relief grants; public pool and sidewalk repairs; landscape median maintenance; and, breakfast and lunch meals for STAR students.

The Census also serves as the basis for apportionment at the federal level, and the basis of redistricting, and therefore political representation, at the federal, state and local levels. Historically, Paramount has been among a multitude of hard to count (HTC) areas in the hardest to count county (Los Angeles County) in the nation. To ensure that Paramount leverages as many federal resources as possible, it is critical that Paramount residents respond to the Census 2020.

The original deadline to submit a response to the Census 2020 was pushed back to October 31<sup>st</sup> due to the COVID-19 Pandemic. Recently, the US Census unexpectedly moved the response deadline up one month to September 30<sup>th</sup>. City staff has worked over the last year to promote and encourage Paramount residents to submit their Census 2020 responses, but despite a variety of activities aimed at increasing the City's Census response rate, Paramount remains among the lowest response rates in the County.

In response, City staff has increased its engagement efforts by implementing a more concerted, boots on the ground strategy. This new strategy includes planned events and a targeted communications (media) campaign over the coming weeks. Among the events planned includes purchasing gift cards in various amounts and City merchandise (t-shirts, hats, etc.), in a cumulative amount not to exceed \$10,000. These items will be raffled off to Paramount residents over the next few weeks as an incentive to fill out their Census. Staff would require proof of Census completion and proof of Paramount residency.

Investing in strategies to increase our City's Census 2020 response rate in Paramount is critical and in the public interest to ensure that Paramount receives much needed federal resources and representation.

If approved, these expenses will be offset by unused funds originally appropriated in the Community Promotion budget that were cancelled due to COVID-19. These changes would be reflected in the mid-year budget review as a budget adjustment, along with other Census 2020 expenses.

**RECOMMENDED ACTION**

It is recommended that the City Council consider and approve the use of General Funds in a cumulative amount not to exceed \$10,000 for the purchase of gift cards and other City merchandise to be raffled off as part of Census 2020 incentive efforts.

SEPTEMBER 1, 2020

PROPOSED PROGRAMS AND SPENDING PLAN FUNDED BY STATE  
DEPARTMENT OF FINANCE CARES ACT PASS-TROUGH  
CORONAVIRUS RELIEF FUNDS

MOTION IN ORDER:

APPROVE THE PROPOSED USE OF CARES ACT FUNDS AS  
PRESENTED, AND AUTHORIZE THE CITY MANAGER TO MAKE  
MODIFICATIONS TO THE PROGRAMS AND FUNDING ADJUSTMENTS  
AS NEEDED ALLOWING THE CITY TO MAXIMIZE THE USE OR  
REIMBURSEMENT OF FUNDS.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Karina Liu, Finance Director  
**Date:** September 1, 2020

**Subject: PROPOSED PROGRAMS AND SPENDING PLAN FUNDED BY STATE DEPARTMENT OF FINANCE CARES ACT PASS-THROUGH CORONAVIRUS RELIEF FUNDS**

**Background**

In response to the coronavirus pandemic, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress in March 2020. Among other programs, this provided relief funding to States. In California, the State has apportioned a certain level of funding to local governments. The result is that the City of Paramount will receive \$684,786 in federal pass-through Coronavirus Relief Funds (CRF) from the California Department of Finance (DOF). These funds are in addition to previous monies made available directly to the City through the Community Development Block Grant – Coronavirus (CDBG-CV) program. Those funds have already been allocated to the City and appropriated at the May 19, 2020 City Council meeting.

According to DOF guidelines, the CRF can be used in a number of ways within the organization to cover necessary expenditures and in the community to address the wide-ranging effects of the COVID-19 public health emergency. The deadline for expending the CARES Act funds is December 30, 2020.

**Proposed Activities/Programs**

Staff has done a comprehensive review of the eligibility requirements as provided by the State DOF, and is recommending the use of \$684,786 as follows:

<u>Activity/Program</u>	<u>\$</u>	<u>%</u>
Emergency Rental Assistance Grants	150,000	22.0
Business Assistance Grants	100,000	15.0
Paramount Remote Learning	100,000	15.0
City Operations Reimbursement		
Community Public Health	100,000	15.0
COVID-19 Mitigating Measures	20,000	3.0
Caring for Homeless	100,000	15.0
Medical Expenses	25,000	3.5
Business Recovery Efforts	20,000	3.0
Other Qualifying Categories	69,786	8.5

### **Activity/Program Descriptions**

- *Emergency Rental Assistance Grants* – This program will provide additional emergency rental and utility assistance grants to income-eligible tenants residing in the City of Paramount who have been economically impacted during the COVID-19 pandemic through job loss, furlough, or reduction in hours or pay. This will augment the program funded by CDBG-CV that began in July, and Measure H funding that began in FY 19-20. Those two programs amounted to \$264,000 in rental assistance. Adding this new amount, the City will distribute a total of \$414,000 in rental assistance.
- *Business Recovery Efforts* – This program will provide additional business recovery grants to Paramount businesses for costs of business interruption/modification during the COVID-19 pandemic due to the county-wide Safer At Home Order. This will augment the program funded by CDBG-CV that began in August. Altogether, the City will distribute a total of \$345,000 in business recovery grants. In addition, City staff has assembled a Paramount Business Recovery Committee tasked with developing a plan to help local businesses recover during and post COVID-19. The committee is comprised of a variety of business stakeholder representatives from the Chamber of Commerce, the Southeast Los Angeles County (SELACO) Workforce Development Board, the Small Business Development Center (SBCD), and local businesses. The Committee has developed a Business Recovery Plan that serves as a roadmap to guide the recovery efforts including the development of a comprehensive Paramount Business Resources webpage and implementation of the City's first outdoor dining program called Paramount Al Fresco.
- *Student Learning Assistance Program* - Funds for this program will be used to provide on-line tutoring services through a partnership with the Paramount Unified School District for any Paramount students that require assistance due to remote learning limitations. The program will also assist Paramount families affected financially by COVID-19 with opportunities to acquire necessary internet access for remote student learning, or subsidized all-day child care through a partnership with the Los Cerritos YMCA.
- *City Operations Reimbursement* – Since the City declared a local emergency on March 17, 2020 in response to the spread of COVID-19, many actions were taken to provide immediate mitigation and relief in the community and at City facilities. The costs for actions taken and programs implemented include, but are not limited to, face mask distribution to residents, prevention supplies (plexiglass, sanitizer, thermometers, etc.), substantially dedicated personnel hours, food delivery to seniors, public food distribution, and caring for the homeless. It is anticipated that the City has or will spend close to \$1 million in COVID-19 related costs between March 17, 2020 and December 31, 2020. The City is looking to recoup \$334,786 of the \$1 million in anticipated eligible expenditures.

### **Reporting Deadline and Funding Adjustments**

By September 4, 2020, each City must provide a comprehensive report to the State regarding their expenditures, obligations, and projections through the end of the calendar year. Additionally, there are multiple required reports documenting the incremental expenditures through the end of the calendar year. These reports will be provided to the City Council through a weekly memo. If there are any unspent funds on December 31, 2020, they must be returned to the State.

In order to maximize the use of funds for the City (either from the CARES Act grant or others) and avoid returning them to the State, it may be necessary to adjust expenditures in the proposed City Operations. For instance, as the year progresses, if there becomes less of a need for Remote Learning and more demand for Rental Assistance, funds can be shifted from one program to the other. As a result, it is recommended the City Council provide the City Manager with authorization to make funding adjustments (if needed) allowing for the City to maximize the use or reimbursement of these funds.

### **RECOMMENDED ACTION**

It is recommended that the City Council approve the proposed use of CARES Act funds as presented, and authorize the City Manager to make modifications to the programs and funding adjustments as needed allowing the City to maximize the use or reimbursement of funds.

SEPTEMBER 1, 2020

APPROVAL OF TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE SAFE, CLEAN WATER (SCW) PROGRAM - MUNICIPAL PROGRAM

MOTION IN ORDER:

APPROVE THE TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE SAFE, CLEAN WATER (SCW) PROGRAM – MUNICIPAL PROGRAM AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____





**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** September 1, 2020

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**Subject: APPROVAL OF TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE SAFE, CLEAN WATER (SCW) PROGRAM - MUNICIPAL PROGRAM**

Measure W, the Safe, Clean Water (SCW) Program ballot measure was successfully passed by the voters on November 6, 2018. This multi-benefit measure provides cities within Los Angeles County with funds to capture, treat and recycle stormwater. With the approval of the SCW Program, the first annual parcel tax of 2.5 cents per square foot of impermeable land area is being collected on Los Angeles county residents property tax bills for Fiscal Year 2019-20. Following the collection of the fees, SCW Program revenues will be allocated as follows: 10% to the Los Angeles County Flood Control District, 40% to the municipalities within the District, and 50% to the nine watershed areas to fund regional watershed-based multi-benefit stormwater projects, and/or to provide technical resources and conduct scientific studies.

The attached transfer agreement for the Municipal portion of the program funds will allow the County to disburse these funds on an annual basis. The allocation is proportional to the funds collected within the City's jurisdiction. Countywide, the SCW Program is estimated to generate up to \$285 million annually and Paramount's annual allocation for Fiscal Year 2019-20 was approximately \$660,000 which will be used to fund stormwater programs that address mandatory stormwater permit compliance within the City. To date, we still have not received those funds due to the County's delay in finalizing this agreement. Additionally, this amount may be lower due to established exemptions (i.e. low-income exemption) in the ballot measure.

The proposed Transfer Agreement will enable the City to receive these funds on an annual basis for the next four years. The agreement requires that the City adhere to the following program implementation requirements: submit an Annual Plan, comply with the terms and conditions of the ballot measure, perform an audit of the funds every three years while retaining records for seven years, and finally operate and maintain infrastructure installed using these funds for the useful life of the project.

**RECOMMENDED ACTION**

Contingent upon approval by the City Attorney, it is recommended that the City Council approve the Transfer Agreement with the Los Angeles County Flood Control District for the Safe, Clean Water (SCW) Program – Municipal Program and authorize the City Manager or his designee to execute the agreement.

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
PARAMOUNT  
AGREEMENT NO. 2020MP58  
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Paramount, hereinafter referred to as "Municipality."

**WHEREAS**, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

**WHEREAS**, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

**WHEREAS**, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

**WHEREAS**, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

**I. DEFINITIONS**

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

## II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District	Municipality: Paramount
Name:	Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

## III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

#### **IV. MUNICIPAL PROGRAM IMPLEMENTATION**

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

#### **V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES**

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

## **VI. Term of Agreement**

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

## **VII. Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

PARAMOUNT

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

## **EXHIBIT A – ANNUAL PLAN CONTENTS**

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.



## **EXHIBIT B – GENERAL TERMS AND CONDITIONS**

### **B-1. Accounting and Deposit of Funding Disbursement**

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

### **B-2. Acknowledgement of Credit and Signage**

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

### **B-3. Acquisition of Real Property - Covenant**

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

**B-4. Amendment**

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**B-5. Assignment**

The Municipality shall not assign this Agreement.

**B-6. Audit and Recordkeeping**

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

<b>Every Third Fiscal Year</b>		
<b><u>Fiscal Year</u></b>	<b><u>Audit Begins</u></b>	<b><u>Audit Report Due to District</u></b>
2020-21	7/1/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit

reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

#### B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

#### B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

#### B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

#### B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

#### B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

#### B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

#### B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

#### B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

#### B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

#### B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<u>Fiscal Year Transferred</u>	<u>Funds Lapse After</u>	<u>Extension Request Due</u>	<u>Commit By</u>
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

### B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

### B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
  - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
  - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
  - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

### B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

## B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:

- a. Amount of funds received;
- b. Breakdown of how the SCW Program Payment has been expended;
- c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
- d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
- e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
- f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
- g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
- h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
- i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.



- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
  - i. Annual volume of stormwater captured and treated
  - ii. Annual volume of stormwater captured and reused
  - iii. Annual volume of stormwater captured and recharged to a managed aquifer
  - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
  - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
  - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

#### B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

#### B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or

2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

## EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 21 and 40 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

<p>New Landscape Elements</p>	<p>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</p>	<p>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</p>	<p>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90<sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</p>
<p>Enhancement of Soil</p>	<p>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion          Planting of new climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities          Planting of new native, climate-appropriate vegetation to enhance soil organic matter</p>	<p>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities          Planting of new native, climate appropriate vegetation to enhance soil organic matter</p>

## EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

### 1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

### 2. Vegetation Maintenance

- Weed control
  - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
  - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
  - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
  - Removal of dead trees and elimination of diseased/damaged growth
  - Prevent encroachment of adjacent property and provide vertical clearance
  - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
  - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
  - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.



- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
- Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
- Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

#### 6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

#### 7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

#### 8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors

SEPTEMBER 1, 2020

APPROVAL OF MASTER COOPERATIVE AGREEMENT WITH METRO  
FOR THE WEST SANTA ANA BRANCH LIGHT RAIL PROJECT

MOTION IN ORDER:

APPROVE THE MASTER COOPERATIVE AGREEMENT WITH METRO  
FOR THE WEST SANTA ANA BRANCH LIGHT RAIL PROJECT IN A FORM  
APPROVED BY THE CITY ATTORNEY AND AUTHORIZE THE CITY  
MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT.

<u>MOTION:</u>	<u>ROLL CALL VOTE:</u>
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
<input type="checkbox"/> APPROVED	ABSENT: _____
<input type="checkbox"/> DENIED	ABSTAIN: _____



**To:** Honorable City Council  
**From:** John Moreno, City Manager  
**By:** Adriana Figueroa, Public Works Director  
**Date:** September 1, 2020

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**Subject: APPROVAL OF MASTER COOPERATIVE AGREEMENT WITH METRO FOR THE WEST SANTA ANA BRANCH LIGHT RAIL PROJECT**

At the August 18, 2020 City Council meeting, the Los Angeles County Metropolitan Transportation Authority (Metro) presented an oral report on the status of their West Santa Ana Branch (WSAB) Light Rail Project. This project will connect southeast Los Angeles County to downtown Los Angeles through a 19-mile light rail corridor with a proposed transit station in the City of Paramount. At that meeting, Metro detailed their expedited timeline for delivery of this massive light rail project. That timeline included the release and adoption of their Environmental Impact Report (EIR) in 2021 and construction slated for 2023 through a Public-Private Partnership.

Given that construction of the WSAB Light Rail Project will require extensive review by the City and will impact existing infrastructure, including streets, sidewalks, traffic signals, etc., a Master Cooperative Agreement (MCA) is required by Metro for such projects. This MCA establishes a procedure and process for dealing with all light rail project work that is to be done within the City, specifically as it impacts the public right of way or existing City facilities. It is important to note that nothing in the MCA relieves Metro or its contractor from the requirements of submitting all plans, documents, and reports for review and comment before obtaining City approval prior to the start of any construction activity within the public right-of-way. Under this MCA, the City agrees to waive all permit fees, however, all costs incurred by City staff and its consultants for design review and permit coordination among others, would be reimbursed by Metro through a work plan authorization process specified in the MCA.

During the course of the project, staff may determine that it is in the City's best interest to upgrade or enhance a public facility. These upgrades are defined in the MCA as betterments. The City may request such betterments, however, that additional cost would have to be absorbed by the City.

A working group of staff members from cities within this WSAB alignment and Metro was assembled back in April of this year and has been meeting monthly to discuss the details of the MCA. City Planners, Public Works Directors, City Engineers, City Managers, and City Attorneys were involved in the review process of this MCA that ultimately led to the final document attached for approval.

**RECOMMENDED ACTION**

It is recommended that the City Council approve the Master Cooperative Agreement with Metro for the West Santa Ana Branch Light Rail Project in a form approved by the City Attorney and authorize the City Manager or his designee to execute the agreement.

**MASTER COOPERATIVE AGREEMENT FOR THE DESIGN,  
CONSTRUCTION AND OPERATION AND MAINTENANCE OF A  
PORTION OF THE WSAB PROJECT**

**BETWEEN**

**THE CITY OF PARAMOUNT**

**AND**

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**[INSERT DATE]**

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**EFFECTIVE DATE**

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This Agreement is entered into by and between the City of Paramount (the "**City**"), and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

**RECITALS**

- (A) LACMTA proposes to develop and open a new light rail transit line known as the West Santa Ana Branch Transit Corridor Project (as more fully defined in Article 11 (Definitions and Interpretation), the "**WSAB Project**"). As at the date of this Agreement, the WSAB Project is undergoing an Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) process.
- (B) The WSAB Project will serve various cities and communities including the City and the City intends, by this Agreement, to facilitate the development and implementation of the WSAB Project and in particular the City Portion of the WSAB Project.
- (C) LACMTA and the City wish to enter into this Agreement in order to identify the rights and obligations between them in connection with the development and implementation of the WSAB Project.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

**ARTICLE 1. SCOPE AND DURATION**

**1.1 Scope of Agreement**

- (a) The City has acknowledged the WSAB Project as a high priority public works project to provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the City relating to the WSAB Project and/or this Agreement.
- (b) The Parties have entered into this Agreement to:
  - (i) acknowledge the intended scope, schedule and site for the WSAB Project as set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule) and EXHIBIT 3 (Project Site) respectively; and
  - (ii) define the applicable procedures, manage the interfaces and regulate the roles and responsibilities and allocation of costs between LACMTA and the City, in respect of the design, construction, operation and maintenance of the WSAB Project as it relates to the City Portion and any Rearrangements.
- (c) LACMTA may procure the design, construction, operation and maintenance of the WSAB Project, including the City Portion, under multiple procurements and contract packages and may self-perform parts of the design, construction, operation and maintenance of the WSAB Project, including the City Portion. As at the date of this Agreement, LACMTA contemplates:
  - (i) procuring the performance of the Enabling Works by one or more LACMTA Contractors under one or more contractual packages;
  - (ii) procuring the P3 Project Scope by a LACMTA Contractor under a design, build, finance, operate and maintain agreement; and
  - (iii) retaining responsibility for performance by LACMTA or LACMTA Contractors of the LACMTA Retained Scope.
- (d) The City acknowledges and agrees that LACMTA may: (i) engage the LACMTA Contractor(s) to carry out Design, Construction, operation and/or maintenance work with respect to the City Portion including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the LACMTA Contractor to comply with certain of LACMTA's obligations under this Agreement

provided that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and in accordance with Section 10.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward, any LACMTA Contractor.

- (e) The City acknowledges and agrees that LACMTA may change the contracting and procurement strategy and plan for the WSAB Project, including the City Portion, described in Section 1.1(c) (Scope of Agreement) in its sole discretion. The City further acknowledges that as at the date of this Agreement, the WSAB Project is in the Planning and Procurement Phase and LACMTA may elect: (i) not to proceed with the WSAB Project; or (ii) to amend the scope of the WSAB Project, each in its sole discretion.
- (f) LACMTA shall promptly notify the City of any changes to its contracting and procurement strategy or to the scope of the WSAB Project that has or is reasonably likely to have an impact on the scope, schedule or roles and responsibilities for the City Portion or the provisions and procedures set out under this Agreement. The Parties shall use good faith efforts to agree any amendments or supplements to this Agreement necessary to be made as a result of any such change notified by LACMTA to the City.

## 1.2 Duration of Agreement

This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the first day on which passenger service on the WSAB Project commences, unless terminated earlier in accordance with the provisions of this Agreement or extended in accordance with Article 6 (Operation and Maintenance) (the "Term").

## ARTICLE 2. GENERAL OBLIGATIONS

### 2.1 Governance

- (a) The roles and responsibilities of the City and LACMTA are set out in EXHIBIT 4 (Roles and Responsibilities).
- (b) The City and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the "**City Representative**" and "**LACMTA Representative**", respectively). EXHIBIT 4 (Roles and Responsibilities) provides initial designations. Either Party may change its designated representative by providing five Business Days' prior Notice to the other Party.
- (c) LACMTA may establish Working Groups in relation to the WSAB Project or particular aspects of the WSAB Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the WSAB Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the WSAB Project. On LACMTA's written request, the City shall ensure the attendance ((in person or via videoconference or teleconference) of the City Representative (or a delegate) at any Working Group meeting held with respect to the City Portion during normal business hours and upon reasonable notice. Any Working Group meeting attended by the City Representative (or a delegate) is consultative and advisory only and nothing which occurs during any such Working Group meeting and no information that is presented during any such Working Group meeting will:
  - (i) affect the rights or obligations of either Party under this Agreement;
  - (ii) entitle a Party to make any claim against the other;
  - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;



- (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or
- (v) be construed as a direction by a Party to do or not do anything.

**2.2 Annual Work Plan**

- (a) LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each LACMTA Fiscal Year during the Term, in accordance with the following provisions:
  - (i) not later than February 28 of each LACMTA Fiscal Year during the Term (or in the case of the first partial LACMTA Fiscal Year during the Term, no later than 30 days after the date of this Agreement), LACMTA shall provide the City with information with respect to anticipated Work Orders, including a list of each item of work or scope of activities or services that LACMTA anticipates to request or require from the City during the upcoming LACMTA Fiscal Year, and the estimated start and finish dates for the item of work or scope of activities or services that LACMTA anticipates to request or require from the City;
  - (ii) within 30 days after the City's receipt of the required information from LACMTA pursuant to Section 2.2(a)(i) (Annual Work Plan), the City shall submit a preliminary annual work plan to LACMTA for the next LACMTA Fiscal Year, which will include an estimate of the Costs under the anticipated Work Orders for which the City shall require reimbursement;
  - (iii) promptly and in any event within ten Business Days after LACMTA receives the preliminary annual work plan from the City pursuant to Section 2.2(a)(ii) (Annual Work Plan), the City and LACMTA will meet to review the preliminary work plan and negotiate in good faith such issues as are necessary in order to finalize and agree the annual work plan for the next LACMTA Fiscal Year; and
  - (iv) not later than April 30 of the then current LACMTA Fiscal Year, LACMTA shall notify the City of the agreed annual work plan for the next LACMTA Fiscal Year (each such agreed annual work plan, an "**Annual Work Plan**").
- (b) Section 2.3(e) (Work Orders) shall apply notwithstanding that the Parties may agree an Annual Work Plan setting out the schedule of anticipated Work Orders.

**2.3 Work Orders**

- (a) If the City is required to perform work and/or provide support and/or services under the provisions of this Agreement or LACMTA requests that the City perform work and/or provide support and/or services under the provisions of this Agreement, the City shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to that scope of work.
- (b) Upon LACMTA's approval of a Form 60 submitted to it by the City with respect to a scope of work under Section 2.3(a) (Work Orders), LACMTA will issue a Work Order to the City for such scope of work.
- (c) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.
- (d) The City shall accept a Work Order issued in accordance with the provisions of this Agreement promptly and without delay (and in any case within ten days of issuance by LACMTA) by counter-signing the Work Order or otherwise by written acceptance by the City Representative, followed by commencement of the work under the Work Order.

- (e) The City shall not be authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with a Rearrangement or the City Portion or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.
- (f) Except in the case of a change required due to an emergency (which notification may be given orally before being confirmed in writing within one Business Day), the City may submit proposed changes to a Work Order in writing to LACMTA for approval, such approval to not be unreasonably withheld or delayed.
- (g) LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (h) The City shall promptly notify LACMTA if at any time it anticipates:
  - (i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;
  - (ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or
  - (iii) that the estimated finishing date will be later than the date stated in the Work Order,and shall request an amendment to such Work Order pursuant to Section 2.3(f) (Work Orders).

**2.4 Project Schedule**

- (a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement in order for LACMTA to achieve the Project Schedule and to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders.
- (b) If the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the WSAB Project, the City must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay. The City shall pay such costs to LACMTA within 90 days of receiving an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from the City to LACMTA pursuant to this Section 2.4(b) from payment(s) due to the City.
- (c) Without limiting any other rights under this Section 2.4, if: (i) the City fails to carry out any work for which it is responsible under the provisions of this Agreement in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order; or (ii) LACMTA reasonably determines that the City will be unable to timely complete such work, LACMTA may by Notice to the City suspend the affected element of the City's work and LACMTA may perform the remaining work. If LACMTA takes over work in accordance with this Section 2.4(c), the City shall cooperate and assist LACMTA in accordance with the provisions of this Agreement.
- (d) To the extent a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the terms of the applicable Work Order.

**2.5 Permits**

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing the City Portion.
- (b) Without prejudice to Section 2.5(a) (Permits):
  - (i) the City will issue a blanket Permit Notification to cover the City Portion;
  - (ii) for those permits and fees set out in the Permit Notification, the City will not exercise or otherwise attempt to assert permitting authority over, and will not require the payment of fees or the posting of bonds for or insurance by LACMTA or any LACMTA Contractor for, any work contemplated in the City Portion or otherwise under the provisions of this Agreement;
  - (iii) any processing procedures or timelines specified in the Permit Notification will be aligned with the procedures and timelines specified in this Agreement and will otherwise be streamlined as necessary to assist in the timely delivery of the City Portion in accordance with the Project Schedule; and
  - (iv) except for Cost reimbursement expressly provided under a Work Order, the City waives the payment of any permit Costs for permits identified in the Permit Notification.
- (c) To the extent any conflicts exist or arise between the provisions of the Permit Notification and the provisions of this Agreement, the provisions of this Agreement shall govern.
- (d) If requested by LACMTA, the City will provide reasonable assistance to LACMTA and the LACMTA Contractors in relation to any application by LACMTA or a LACMTA Contractor for a Governmental Approval or other Governmental Entity or third party approval relating to or arising from, the design, construction, operation or maintenance of the City Portion.
- (e) Without prejudice to the generality of Section 2.5(d) (Permits), the City acknowledges and agrees that unless otherwise agreed between LACMTA and the City, LACMTA may prepare, subject to concurrence by the City (which concurrence may not be unreasonably delayed or withheld), plans and applications for the establishment of street and pedestrian crossings with LACMTA's rail transit tracks, their subsequent maintenance or alteration and their operation, for submission to the CPUC. To the extent required by Applicable Law, the state fire marshal and the City fire department shall review such plans and specifications and perform inspections as needed throughout the Construction of the City Portion.

**2.6 Coordination of work**

- (a) The City will promptly notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will coordinate the design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion including by:
  - (i) complying with the provisions of this Section 2.6 and LACMTA's standard procedures for Adjacent Works;
  - (ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
  - (iii) if LACMTA reasonably determines and notifies the City that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion, suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable).

- (b) The City will, and will ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work is obligated under contract and/or a permit process to:
  - (i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:
    - (A) attending interface definition and coordination meetings upon reasonable request; and
    - (B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;
  - (ii) perform the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the City Portion or any other part of the WSAB Project;
  - (iii) comply with LACMTA's or the relevant LACMTA Contractor's site access, track allocation/work permit procedures and work health and safety policies and procedures; and
  - (iv) promptly advise LACMTA of all matters arising out of the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) that may interfere with, disrupt, delay or otherwise have an adverse effect upon the City Portion or any other part of the WSAB Project.

**2.7 Franchise Rights**

- (a) After receipt of a written request from LACMTA for the City to exercise its franchise rights with respect to a utility whose facilities conflict with the City Portion, the City will:
  - (i) within ten days of receipt of such written request, coordinate with LACMTA to send written notice to the applicable utility owner instructing it to relocate or remove the conflicting utility at that utility owner's expense pursuant to the City's franchise rights;
  - (ii) within the time periods required under the applicable local, state and/or federal government codes, send all such notices as are required to be submitted for each of the processing steps required by local, state, and federal government codes in order for the City to exercise its franchise rights with respect to that conflicting utility (including, at a minimum, a utility claim letter, record of investigations, draft utility agreements and/or utility certifications); and
  - (iii) undertake subsequent enforcement actions to enforce its franchise rights with respect to that conflicting utility in the event no action is taken by the applicable utility owner in response to a notice issued under Section 2.7(a) (Franchise Rights).
- (b) LACMTA and the City shall co-operate and coordinate in executing the necessary documents for each step set out in Section 2.7(a) (Franchise Rights).
- (c) Following the exercise of the City's franchise rights with respect to a conflicting utility pursuant to Section 2.7(a) (Franchise Rights), the City will coordinate the design and performance of the utility relocation or removal work performed by the utility owner with LACMTA so that such utility relocation or removal work shall not interfere with, disrupt or delay the design, construction, operation or maintenance of the City Portion including by:
  - (i) delivering copies of all designs and plans for the utility relocation or removal work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the utility relocation or removal work and to approve the final designs and plans for the utility relocation or removal work; and

- (ii) otherwise complying with Section 2.6 (Coordination of work) with respect to the coordination of the utility relocation or removal work.
- (d) LACMTA's approval of a utility owner's design under Section 2.7(c)(i) (Franchise Rights) will not relieve the relevant utility owner or its contractors from professional liability (errors and omissions) as the design engineer of record for any utility relocation or removal work performed by the utility owner or its contractors.

**2.8 Governmental and Lender Requirements**

If the WSAB Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or financial institutions providing grants, funding or financing, the Parties will comply with the terms and conditions set out in EXHIBIT 11 (Governmental and Lender Requirements) and any additional prescribed governmental and lender requirements set out in a Work Order or otherwise under the applicable grant, funding or financing agreements notified to the City.

**2.9 Access**

If, prior to LACMTA's scheduled date of commencement of Construction work in a part of the City Portion, any Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that part of the City Portion in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

**2.10 Discretions**

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

**ARTICLE 3. DESIGN**

**3.1 Design Responsibilities**

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 3.1(b) (Design Responsibilities), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those works in accordance with the provisions of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (b) LACMTA may request and authorize the City to perform Design work and/or provide support services with respect to the Design of a Rearrangement pursuant to the procedures set out under Section 2.3 (Work Orders). The City shall diligently perform and shall ensure that any City Contractor diligently performs, such Design-related activities in accordance with the provisions of the applicable Work Order and this Agreement. The City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor.

**3.2 Design Requirements**

The Designs of the Rearrangements shall comply with the requirements set out in EXHIBIT 5 (Design Requirements).

**3.3 Design Review Procedure**

- (a) LACMTA will submit, and will require that the LACMTA Contractors submit, the Designs for any Rearrangements to the City for review in accordance with the procedures set out in EXHIBIT 6 (LACMTA Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.
- (b) The City will carry out the review and approval of the Designs for the Rearrangements in accordance with the procedures and the review periods set out in EXHIBIT 6 (LACMTA Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.
- (c) LACMTA shall be exempt from submitting any Design for Construction work within the City Rights-of-Way to the City for City's review and approval where:
  - (i) LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA owns and maintains the structure or physical element; or
  - (ii) the work is related to utility trenching and shoring within OSHA guidelines and the relevant LACMTA Contractor is OSHA certified.

**3.4 Design Development**

The Parties acknowledge and agree that:

- (a) the Basis of Design will establish the detailed scope, limits of work, specifications and requirements applicable to the Designs for any Rearrangements; and
- (b) the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and:
  - (i) with respect to the Design for any Rearrangements that are part of the Enabling Works, LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design; and
  - (ii) with respect to the Design for any Rearrangements that are part of the P3 Project Scope, the P3 Developer will have responsibility for defining the Packages as part of its design management plan for the P3 Project Scope.

**3.5 City Standards**

- (a) The City agrees that it shall not adopt any new City Standards or otherwise amend or supplement any existing City Standards, for the sole or primary purpose of affecting the WSAB Project.
- (b) The City shall promptly (and in any case within ten Business Days of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.
- (c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement shall be considered a "Betterment" for the purposes of this Agreement.

**3.6 Changes to Design**

- (a) If LACMTA wishes to amend the Final Design for a Rearrangement for which it is responsible prior to completion of Construction of that Rearrangement, it must submit the amended Design Documentation to the City and EXHIBIT 6 (LACMTA Submittal Review Procedure) will apply as if the Design Documentation is for the Final Design.

- (b) LACMTA may use or may allow the relevant LACMTA Contractor to use, the amended Final Design for Construction prior to approval by the City if and only if the amendment to the Final Design is: (i) minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the Final Design was initially approved.

#### **ARTICLE 4. CONSTRUCTION**

##### **4.1 Construction Responsibilities**

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 4.1(b) (Construction Responsibilities), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.
- (b) LACMTA may request and authorize the City to perform Construction work with respect to a Rearrangement and/or provide Construction support services pursuant to the procedures set out under Section 2.3 (Work Orders). The City shall diligently perform and shall ensure that any City Contractor diligently performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

##### **4.2 Construction Requirements**

The Construction of the Rearrangements and any other Construction work performed in the City Rights-of-Way in connection with the WSAB Project shall comply with the requirements set out in EXHIBIT 7 (Construction Requirements).

##### **4.3 Rights-of-Way**

- (a) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during the Design Phase and, if needed, may be acquired by LACMTA or the City following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the City Facilities being replaced are located in a public right-of-way, a Rearrangement shall be located in existing public rights-of-way. The required rights-of-way shall be acquired so as not to impair the Project Schedule. If the City cannot acquire necessary private rights-of-way without out-of-pocket expense to itself, such private rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided.
- (b) Upon reasonable request by LACMTA, the City shall provide all such reasonable assistance as may be required for LACMTA to obtain the right-of-way necessary to construct the City Portion. Without prejudice to the generality of the foregoing, the City shall consider requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any street crossings, slivers, surface easements and temporary construction easements that may be required for Construction and/or operation of the WSAB Project without requiring LACMTA to go through the appraisal, negotiations, offer, closing and transfer process. LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the City Representative who shall process them through the required departments for execution and return them to LACMTA within 90 days after receipt, but in any event in accordance with the Project Schedule.
- (c) The City agrees and acknowledges that this Agreement satisfies any LACMTA obligations to the City and otherwise relating to the certification of rights-of-way, and that the City shall cooperate with LACMTA, and assist LACMTA, with any right-of-way certification processes involving other entities or agencies.

- (d) If, following a Rearrangement, a City Facility is located within the Project Right-of-Way, LACMTA shall provide the City with a license, in a form reasonably acceptable to the City, to operate, maintain, and/or remove such City Facility.

**4.4 Inspection and Acceptance**

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in EXHIBIT 8 (Inspection and Acceptance Procedure).

**ARTICLE 5. BETTERMENTS**

- 5.1 The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed Potential Notice of Betterment Form for LACMTA's review and approval. In addition:
  - (a) any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Potential Notice of Betterment Form and submitted for LACMTA's review and approval; and
  - (b) if a City comment to a LACMTA Submittal constitutes a Betterment, LACMTA will notify the City and within 10 days of delivery of that notice, the City will: (i) withdraw the relevant comment; or (ii) submit a request for the applicable Betterment by submitting a completed Potential Notice of Betterment Form for LACMTA's review and approval. If the City fails to respond within 10 days of a notice delivered by LACMTA under this Section 5.1(b), the comment will be deemed to be withdrawn provided that such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent Potential Notice of Betterment under this Section 5.1.
- 5.2 Subject to Section 5.1(b) (Betterments), the City shall submit any Potential Notice of Betterment Forms to LACMTA promptly after identifying a potential Betterment and in any event shall, unless otherwise agreed by LACMTA, deliver all Potential Notice of Betterment Forms to LACMTA prior to the establishment of the Basis of Design for the P3 Project Scope.
- 5.3 No Betterment shall be constructed and LACMTA shall have the right to refuse and withhold approval for any Betterment, that:
  - (a) is incompatible with the WSAB Project;
  - (b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
  - (c) is requested after the establishment of the Basis of Design for the P3 Project Scope.
- 5.4 If LACMTA approves a Betterment (with or without changes negotiated and agreed by LACMTA and the City):
  - (a) the LACMTA Representative shall counter-sign the Potential Notice of Betterment Form (updated to include any changes negotiated and agreed by LACMTA and the City); and
  - (b) the City will be responsible for the cost of the Betterment.
- 5.5 LACMTA shall not be responsible for the cost of any Betterment. Such cost will be paid to LACMTA or credited to LACMTA in accordance with Section 7.2 (Reimbursement and Credits to LACMTA).



**ARTICLE 6. OPERATION AND MAINTENANCE**

- 6.1 LACMTA may, at any time during the original Term, issue to the City a request to extend the Term to include the Operation and Maintenance Phase or to enter into a new master cooperative agreement with respect to the Operation and Maintenance Phase.
- 6.2 Following issuance of a request by LACMTA under Section 6.1 (Operation and Maintenance), the Parties shall use good faith efforts to agree an amendment or supplement to this Agreement or to agree a new master cooperative agreement to address the Parties respective obligations during the operation and maintenance of the WSAB Project and the procedures and cost reimbursement principles that shall apply to the coordination and performance of their respective obligations during the operation and maintenance of the WSAB Project.
- 6.3 The Parties agree that any amendment or supplement to this Agreement or any new agreement entered into in accordance with Section 6.2 (Operation and Maintenance) shall be on terms that are substantially consistent with:
- (a) the provisions set out in this Agreement (to the extent applicable and subject to any necessary amendments to reflect the different phase of the WSAB Project); and
  - (b) the agreed operation and maintenance principles set out in EXHIBIT 9 (Operation and Maintenance Principles).
- 6.4 Any amendment, or supplement or new agreement agreed by the Parties in accordance with Section 6.2 (Operation and Maintenance) shall be finalized and documented in accordance with Section 10.7 (Amendments).

**ARTICLE 7. REIMBURSEMENT AND CREDITS**

**7.1 Reimbursements to the City**

- (a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 7.1 and the provisions of the applicable Work Order.
- (b) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred in Abandoning such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.
- (c) LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any "**hazardous substance**" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions.
- (d) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City under a Work Order:
  - (i) the City shall commence its monthly billing within no more than 60 days, following the commencement of work under a specific Work Order and shall bill monthly thereafter following the City's standard billing procedures;
  - (ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including City Contractor invoices, and other data, to LACMTA upon request;

- (iii) each billing statement shall: (A) be noted as either "progress" or "final,"; (B) be addressed to the LACMTA Representative; (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under this Article 7;
  - (iv) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 60 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and
  - (v) after the expiration of the 60 day period described in Section 7.1(d)(iv) (Reimbursements to the City), LACMTA may notify the City in writing that the 60 day closing billing period has expired, and upon the City's receipt of such Notice from LACMTA, the City shall have 30 days to submit its final invoice. If the City fails to submit an invoice within such 30 day period, then LACMTA shall have no further obligation for payment to the City with regard to any amounts due or payable under the applicable closed out Work Order.
- (e) On completion of the Construction of the City Portion, LACMTA will issue a Notice of closeout to the City. Within 90 days of receiving such Notice, the City must issue invoices to LACMTA for all outstanding work. If the City fails to submit an invoice not previously submitted within such 90 day period, then LACMTA shall have no further obligation for payment to the City with regard to any amounts due or payable under the applicable invoice.

## 7.2 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit, or payment for:
  - (i) salvage for items recovered from existing City Facilities that the City intends to re-use in the performance of Construction work performed under the provisions of this Agreement where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for the City's use;
  - (ii) Betterments upon acceptance of physical work where:
    - (A) the amount of the Betterment payment shall be based upon the estimated cost of the Replacement Facility less the estimated cost of the Conflicting Facility; and
    - (B) the amount of a Betterment credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by the City and agreed to by LACMTA under a Potential Notice of Betterment Form; and
  - (iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period that the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made, where:
    - (A) the "**Expired Service Life Value**" shall be equal to the depreciated value of the Conflicting Facility, which value is calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility; and

- (B) the Expired Service Life Value shall be calculated in accordance with Section 7.2(a)(iii)(A) (Reimbursements and Credits to LACMTA) prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.
- (b) LACMTA shall receive:
  - (i) a credit (reflected on the applicable invoice(s) submitted by the City) for salvage, Betterments, and Expired Service Life Value of the City Facilities against work performed by the City, where the City performs the work under a Work Order; and
  - (ii) payment from the City for salvage, costs of Betterments, and Expired Service Life Value of the City Facilities where LACMTA performs the work invoiced and paid in accordance with this Article 7.
- (c) The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data. In addition, LACMTA and the City may conduct an inspection survey of a Conflicting Facility during the Design Development process. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 2.3 (Work Orders).
- (d) Where LACMTA is due a payment under this Article 7:
  - (i) LACMTA shall commence its monthly billing within no more than 60 days, following the commencement of the applicable work and shall bill monthly thereafter following LACMTA's standard billing procedures;
  - (ii) LACMTA shall provide supporting documents to demonstrate the costs incurred by LACMTA, including LACMTA Contractor invoices, and other data, to the City upon request;
  - (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid;
  - (iv) the final billing, with a notation that all applicable work has been performed, shall be submitted to the City within 60 days after completion of the applicable work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid; and
  - (v) after the expiration of the 60 day period described in Section 7.1(d)(iv) (Reimbursements and Credits to LACMTA), the City may notify LACMTA in writing that the 60 day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 days to its submit final invoice. If LACMTA fails to submit an invoice within such 30 day period, then the City shall have no further obligation for payment to LACMTA with regard to any amounts due or payable under the applicable work.

### **7.3 Payment of Billings**

Payment of each invoice properly submitted pursuant to Section 7.1 (Reimbursements to the City) or 7.2 (Reimbursements and Credits to LACMTA) shall be due within 40 Business Days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed; and (c) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if

the City has not posted such credits within 40 Business Days after submittal of requests for the same by LACMTA.

**ARTICLE 8. INDEMNITY, WARRANTIES AND INSURANCE**

**8.1 Indemnity**

- (a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.
- (b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Section 8.1(a) (Indemnity). The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.

**8.2 Warranty**

- (a) In lieu of providing a bond, LACMTA warrants that any work affecting the structural stability of City Rights-of-Way shall be free from defect for a period of two years following City acceptance. Pursuant to this warranty and for the warranty period only, LACMTA, at its sole expense, shall remedy any damage to City Rights-of-Way to the extent caused by a failure of such structural support installed by LACMTA.
- (b) Solely with respect to Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other for a period of one year from and after acceptance of the work that any work performed by them shall be free from defect. Subject to Section 8.2(a) (Warranty), the limited warranty given under this Section 8.2(b) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.
- (c) In connection with Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by the LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.

**8.3 Insurance**

- (a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:
  - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City and LACMTA as additional insureds; and
  - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers'

compensation/employer's liability; \$1,000,000 (CSL) in auto liability; and \$1,000,000 in professional liability.

- (b) Each Party must:
  - (i) give the other Party 20 days' Notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.3;
  - (ii) give the other Party 20 days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or City Contractor (as applicable) under this Section 8.3; and
  - (iii) notify the other Party within five days if it receives a Notice from a LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 8.3.

## **ARTICLE 9. RESOLUTION OF DISPUTES**

### **9.1 Attempt to Resolve**

In the event of dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), the Parties shall make good faith efforts to resolve the Dispute through negotiation.

### **9.2 Arbitration – No Work Stoppage**

- (a) If the Parties are unable to resolve a Dispute pursuant to Section 9.1 (Attempt to Resolve), either Party may serve the other Party a demand for arbitration. Within 15 Business Days (or such longer period as agreed by the Parties) of receipt of such demand, the Parties shall agree on a sole arbitrator. If the Parties are unable to agree to the appointment of a sole arbitrator within the 15 Business Days (or any longer period as may be agreed), each Party shall select an arbitrator and those arbitrators shall select a qualified neutral third party to arbitrate with regard to the Dispute ("**Neutral Arbitrator**") to form a three-person panel. If either Party fails to designate its arbitrator within 15 Business Days (or longer period as agreed) of delivery of the demand or if the two designated arbitrators are unable to select the Neutral Arbitrator within five days of their appointment, a Neutral Arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure, who shall hear the matter as the sole arbitrator.
- (b) The Parties acknowledge that Section 1283.05 of the California Code of Civil Procedure is applicable to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator in accordance with Section 9.2(a) (Arbitration – No Work Stoppage). The arbitrator's award shall follow promptly the hearing's conclusion, shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of an award that does not comply with such requirements shall be deemed to be in excess of the arbitrator's power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

### **9.3 Arbitration – Work Stoppage**

- (a) In the event of a Dispute, neither Party is permitted to stop work, except: (i) for reasons of public health or safety; or (ii) where work is prevented from continuing pending resolution of the Dispute. In the event that work is stopped, the provisions of this Section 9.3 shall apply. Upon stoppage of work, either Party may serve the other Party a demand for arbitration. A Neutral Arbitrator who is able to hear the Dispute and render a decision within five days after being selected shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.
- (b) Notwithstanding Sections 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the Neutral Arbitrator may not

postpone nor adjourn the hearing except upon the agreement of the Parties. The arbitration may proceed in the absence of a Party who, after due Notice, fails to appear. In addition to all other issues, the Neutral Arbitrator shall also determine whether it was absolutely necessary to stop and await resolution of the Dispute in order to continue the work. If it is determined that the work stoppage was not necessary, the Party that did not stop the work shall be entitled to damages (as determined by the Neutral Arbitrator) arising out of such work stoppage. Section 9.2(b) (Arbitration – No Work Stoppage) shall also apply.

**9.4 Impartiality of Arbitrator**

Any person who has any material financial or personal interest in the results of the arbitration shall be prohibited from acting as Neutral Arbitrator. Failure to disclose any such interest or relation shall be grounds for vacating an award handed down under Section 9.2 (Arbitration – No Work Stoppage) or 9.3 (Arbitration – Work Stoppage).

**9.5 Compensation of the Arbitrator**

Each Party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the Neutral Arbitrator shall be paid in accordance with the provisions of Section 1284.2 of the California Code of Civil Procedure.

**9.6 Other Provisions**

An arbitrator or panel appointed under this Article 9 shall have only the authority to issue a non-binding award to resolve the dispute of the Parties. Except as otherwise expressly provided in this Agreement, any arbitration under this Article 9 shall be governed by the California Arbitration Act.

**9.7 Incorporation of Subcontracts**

The City must ensure that any contract entered into in connection with performance of the work under this Agreement includes provisions equivalent to this Article 9.

**ARTICLE 10. MISCELLANEOUS**

**10.1 Force Majeure**

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the Affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, the City agrees, if requested by LACMTA pursuant to Section 2.3 (Work Orders), and if deemed possible and feasible by the City (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse the City for the incremental actual costs of such acceleration.

**10.2 Existing Agreements**

This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the City and LACMTA or to which LACMTA has become or does become a successor either by assignment or by operation of law.

**10.3 Audit and Inspection; Maintenance of Records**

- (a) **Audit and Inspection.** For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the City Standards at all times during normal business hours, without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree such adjustment. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 10.3(a).
- (b) **Maintenance of Records.** The City shall (and shall ensure that any City Contractor will) keep and maintain its books, records, and documents related to performance of the work under this Agreement (including all Costs incurred) for three years after the end of the Term; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

**10.4 Notices**

- (a) Each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

**To the City:**

City Manager  
City of Paramount

With a copy to:

John Cavanaugh, City Attorney  
City of Paramount

With a copy to:

Director of Public Works  
City of Paramount

**To LACMTA:**

Mr. Richard Clarke, Chief Program Manager  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 16th Floor  
Los Angeles, California 90012  
Facsimile No.: (213) 922-7382  
Attn: Eduardo Cervantes or John Koo, Third Party Administration

With a copy to:

Deputy Executive Officer, Project Management  
Engineering and Construction Division  
Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: \_\_\_\_\_

With a copy to:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 24th Floor  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: \_\_\_\_\_, Deputy County Counsel

With a copy to:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 22nd Floor – Real Estate  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: John Potts, Executive Officer, Metro Real Estate

- (b) Any Notice sent personally will be deemed delivered upon receipt, and any notice sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 10.4(a) (Notices)). All Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the first Business Day following delivery.

**10.5 Assignment; Successors and Assigns**

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of LACMTA and the City and their respective successors and permitted assigns.

**10.6 Waiver**

- (a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.
- (b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the terms of such waivers).

**10.7 Amendments**

This Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

**10.8 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and the City for default in performance of this Agreement or any Work Order are in addition to any other rights or remedies provided by law.



**10.9 Severability**

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

**10.10 Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**10.11 Limitation on Third Party Beneficiaries**

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a party to this Agreement.

**10.12 Survival**

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

**ARTICLE 11. DEFINITIONS AND INTERPRETATION**

**11.1 Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

**"Abandon"** means the permanent termination of service, or the removal of an existing City Facility or portion of it.

**"Adjacent Work"** means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within, or within 100 feet of, the Project Site; or the performance of which is otherwise reasonably likely to conflict with the design, construction, operation or maintenance of the City Portion; and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

**"Advanced Conceptual Engineering"** means the phase of the Design process that advances the project scope from a conceptual state to a level of schematic design that describes the project technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

**"Agreement"** means this agreement and any schedules, exhibits, attachments and annexures to it.

**"Annual Work Plan"** means an annual work plan prepared and agreed by LACMTA and the City in accordance with Section 2.2 (Annual Work Plan).

**"Applicable Law"** means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City Portion, Rearrangements, any work performed under this Agreement or

any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

**"Basis of Design"** means:

- (a) for those Rearrangements that are identified by LACMTA as being part of the Enabling Works (either under the provisions of this Agreement or by a notice delivered under Section 1.1(f) (Scope of Agreement)), the approval (or deemed approval) by the City under the provisions of this Agreement of the 60% Design Documentation for those Rearrangements; and
- (b) for those Rearrangements that are identified by LACMTA as being part of the P3 Project Scope (either under the provisions of this Agreement or by a notice delivered under Section 1.1(f) (Scope of Agreement)), the scope, specifications and requirements (including the requirements of the final EIR/EIS) that form the basis of the request for proposal issued by LACMTA for the P3 Project Scope.

**"Betterment"** means work performed in connection with any Rearrangement or as part of a Rearrangement:

- (a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Rearrangement; or
- (b) for which the City Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement,

provided that the term "Betterment" shall exclude:

- (i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the WSAB Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable City Standards and ordinances as set out in EXHIBIT 5 (Design Requirements) and any changes or additions to those City Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by the City in breach of Section 3.5(a) (City Standards);
- (iii) measures to mitigate environmental impacts identified in the WSAB Project's Final Environmental Impact Report or Statement and any supplemental environmental reports for the WSAB Project;
- (iv) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and
- (v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design.

**"Business Day"** means any day that is not a Saturday, a Sunday, or a federal public holiday.

**"City"** is defined in the Preamble. "City" shall also refer to any City owned or operated **"water"** and/or **"power"** departments.

**"City Construction Work"** means any Construction work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Contractor"** means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other

work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site but excluding LACMTA and the LACMTA Contractors.

**"City Design Work"** means any Design work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Facility"** means real or personal property located within or near the City Portion, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian/utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbour facilities are not included in this definition.

**"City Maintenance Work"** means any maintenance work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order or under the terms of this Agreement.

**"City Municipal Code"** means The Code of the City of Paramount, California.

**"City Portion"** means that portion of the WSAB Project that will pass in, on, under, over or along public streets, highways, bridges, parks and other public right-of-way of the City, as shown in Part B of EXHIBIT 3 (Project Site).

**"City Representative"** is defined in Section 2.1(b) (Governance).

**"City Rights-of-Way"** means the public streets, highways, bridges, parks and other public right-of-way of the City as defined in Chapter 38 of the City Municipal Code.

**"City Standards"** means the City's design standards and ordinances specified in EXHIBIT 5 (Design Requirements) which govern the design of all Rearrangements.

**"Compliance Comment"** means a comment on, objection to or the withholding of approval to a LACMTA Submittal on the basis of one or more of the following:

- (a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) has not provided all content or information required with respect to the LACMTA Submittal.

**"Conflicting Facility"** means an existing City Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain the WSAB Project.

**"Construction"** means all construction activities related to the City Portion that are necessary to complete and operate and maintain the WSAB Project including the removal, demolition, replacement, restoration, alteration or realignment of existing facilities and the procurement, installation, inspection, and testing of new facilities including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

**"Construction Phase"** means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

**"Construction Staging Plan"** has the meaning given in EXHIBIT 7 (Construction Requirements).

"**Cost**" means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired in accordance with the provisions of this Agreement, less (in respect of the City) credits to LACMTA as provided in Article 7 (Reimbursement and Credits) where:

- (a) eligible direct costs includes allowable direct labor costs, materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts; and
- (c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement.

"**CPUC**" means the California Public Utilities Commission.

"**days**" means, unless otherwise stated and whether or not capitalized, calendar days.

"**Design**" means all activities related to the design, redesign, engineering or architecture of any Construction work.

"**Design Development**" means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third party interfaces that are intended to form the basis for the Final Design.

"**Design Documentation**" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the design of the Rearrangements.

"**Design Phase**" means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

"**Dispute**" is defined in Article 9 (Resolution of Disputes).

"**Effective Date**" means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

"**EIR/EIS**" means the Environmental Impact Report/Environmental Impact Statement for the WSAB Project completed pursuant to the California Environmental Quality Act and National Environmental Policy Act.

"**Enabling Works**" means those elements of the WSAB Project scope that LACMTA intends to procure under separate contract package(s) to the P3 Project Scope, as described in Part B of EXHIBIT 1 (Project Description).

"**Engineer of Record**" means the individual, firm or entity that performs the Design, that imprints the engineer's/architect's seal on the drawings, and is responsible and liable for the Final Design.

"**Expired Service Life Value**" is defined in Section 7.2(a)(iii)(A) (Reimbursements and Credits to LACMTA).

"**Final Design**" means the phase of the Design process which provides the detailed design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments and finalizes all engineering, architectural and systems designs necessary for Construction. It ends with an approved-for-construction plan status and with the Design being signed and sealed by the 'Engineer of Record'.

**"Force Majeure Event"** means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;
- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

**"Form 60"** means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of EXHIBIT 10 (Forms).

**"Governmental Approval"** means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City Portion or any other work to be performed under the provisions of this Agreement.

**"Governmental Entity"** means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA and the City.

**"LACMTA"** is defined in the Preamble.

**"LACMTA Contract"** means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

**"LACMTA Contractor"** means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City Portion, any Rearrangement or otherwise contemplated under the provisions of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

**"LACMTA Fiscal Year"** means each one year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

**"LACMTA Representative"** is defined in Section 2.1(b) (Governance).

"**LACMTA Retained Scope**" means the WSAB Project scope elements for which LACMTA intends to retain responsibility, as described in Part B of EXHIBIT 1 (Project Description).

"**LACMTA Submittal Review Period**" means, for each LACMTA Submittal, a period of 30 days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement or such other period as the Parties may agree under the applicable Work Order.

"**LACMTA Submittals**" means:

- (a) Design Documentation for a Rearrangement (other than any Design Documentation for which the City is responsible under a Work Order);
- (b) Construction Management Plans for Construction work performed by LACMTA or a LACMTA Contractor within the City Rights-of-Way; and
- (c) any other documents which LACMTA (or the LACMTA Contractors) must submit to the City in accordance with this Agreement.

"**Neutral Arbitrator**" is defined in Section 9.2(a) (Resolution of Disputes).

"**Non-conforming Work**" means Design work or Construction work not in accordance with the requirements of this Agreement.

"**Notice**" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"**Operation and Maintenance Phase**" means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

"**P3 Developer**" means the LACMTA Contractor that is awarded the P3 Project Scope.

"**P3 Project Scope**" means those elements of the WSAB Project scope that LACMTA intends to procure under a design, build, finance, operate and maintain agreement, as described in Part B of EXHIBIT 1 (Project Description).

"**Package**" means each package of Design Documentation that submitted by LACMTA or a LACMTA Contractor to the City in accordance with this Agreement.

"**Parties**" means collectively the City and LACMTA, and each a "**Party**".

"**Permit Notification**" means a blanket Permitting Process and Waiver of Certain Permit Fees issued by the City.

"**Planning and Procurement Phase**" means the phase of the WSAB Project identified as such in EXHIBIT 2 (Project Phases and Project Schedule).

"**Potential Notice of Betterment Form**" means the form set out in Part B of EXHIBIT 10 (Forms).

"**Project Right-of-Way**" means the permanent right-of-way for the WSAB Project, as identified in Part A of EXHIBIT 3 (Project Site).

"**Project Schedule**" means the schedule for the WSAB Project including the City Portion set out in Part B of EXHIBIT 2 (Project Phases and Project Schedule).

"**Project Site**" means, collectively, the Project Right-of-Way and each temporary construction easement for the WSAB Project, as identified in Part A of EXHIBIT 3 (Project Site).

**"Rearrangement"** means the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA and the City mutually agree is necessary in order to construct, operate or maintain the WSAB Project; or
- (b) the installation of new and required City Facilities which LACMTA and the City mutually agree is necessary as a result of the impact of the construction, operation or maintenance of the WSAB Project.

**"Replacement Facility"** means a facility, which may be constructed or provided under this Agreement as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

**"Temporary Facilities"** means a facility constructed for the purpose of ensuring continued service while a City Facility is taken out of full or partial service for permanent Rearrangement and/or any work on a City Facility, which will be removed or restored to its original condition after such Construction activities are completed.

**"Term"** is defined in Section 1.2 (Duration of Agreement).

**"Traffic Control and Lighting Work"** has the meaning given in EXHIBIT 5 (Design Requirements).

**"Traffic Management Plan"** means a plan that addresses traffic control requirements in construction areas through a worksite traffic control plan and along detour routes through a traffic circulation plan.

**"Work Order"** means a work request submitted by LACMTA to the City authorizing the performance of any work associated with the WSAB Project and the associated purchase of required materials.

**"Working Group"** means each working group established pursuant to Section 2.1(c) (Governance).

**"WSAB Project"** means the design, construction, operation and maintenance of a light rail transit system known as the West Santa Ana Branch Transit Corridor, as more fully described in EXHIBIT 1 (Project Description).

## 11.2 Interpretation

- (a) In this Agreement unless otherwise expressly stated:
  - (i) headings are for convenience only and do not affect interpretation;
  - (ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
  - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
  - (iv) subject to Section 11.2(a)(v) (Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
  - (v) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
  - (vi) a reference to a person includes such person's permitted successors and assigns;

- (vii) a reference to a singular word includes the plural and vice versa (as the context may require);
  - (viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively;
  - (ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay; and
  - (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

MARY C. WICKHAM,  
County Counsel

By: \_\_\_\_\_  
Michelle Acosta  
Senior Deputy County Counsel

**"LACMTA"**

THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY, a California county  
transportation authority existing under the Authority of  
§§ 130050.2 *et seq.* of the California Public Utilities  
Code

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM

[*Insert name and title*]

By: \_\_\_\_\_  
[*Insert name*]  
the City Attorney

**"CITY"**

THE CITY OF PARAMOUNT,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
the City Clerk

**EXHIBIT 1 – PROJECT DESCRIPTION**

**Part A: WSAB Project**

The WSAB Project is a new 19-mile light rail transit (LRT) line that will connect southeast LA County to downtown Los Angeles, serving the cities and communities of Artesia, Cerritos, Bellflower, Paramount, Downey, South Gate, Cudahy, Bell, Huntington Park, Vernon, unincorporated Florence-Graham community of LA County and downtown Los Angeles. The project area is home to 1.2 million residents and is a job center to approximately 584,000 employees. Projections show the resident population increasing to 1.5 million and jobs increasing to 670,000 by 2040. Population and employment densities are five times higher than the LA County average. This rail corridor is anticipated to serve commuters in a high travel demand corridor by providing relief to the limited transportation systems currently available to these communities. In addition, the project is expected to provide a direct connection to the Metro Green Line, Metro Blue Line and the LA County regional transit network. The WSAB Project involves a shared corridor of approximately 10 miles of freight-owned ROW that runs along the Wilmington and La Habra Branches (owned by Union Pacific Railroad, UPRR) and the San Pedro Subdivision (owned by the Ports of LA and Long Beach).

The main goals of the WSAB Project are to:

1. Provide mobility improvements
2. Support local and regional land use plans and policies
3. Minimize environmental impacts
4. Ensure cost effectiveness and financial feasibility
5. Promote equity

**Part B: Anticipated Contractual Packages**

As at the date of this Agreement, the Enabling Works, P3 Project Scope and LACMTA Retained Scope are anticipated to comprise of the following scope elements:

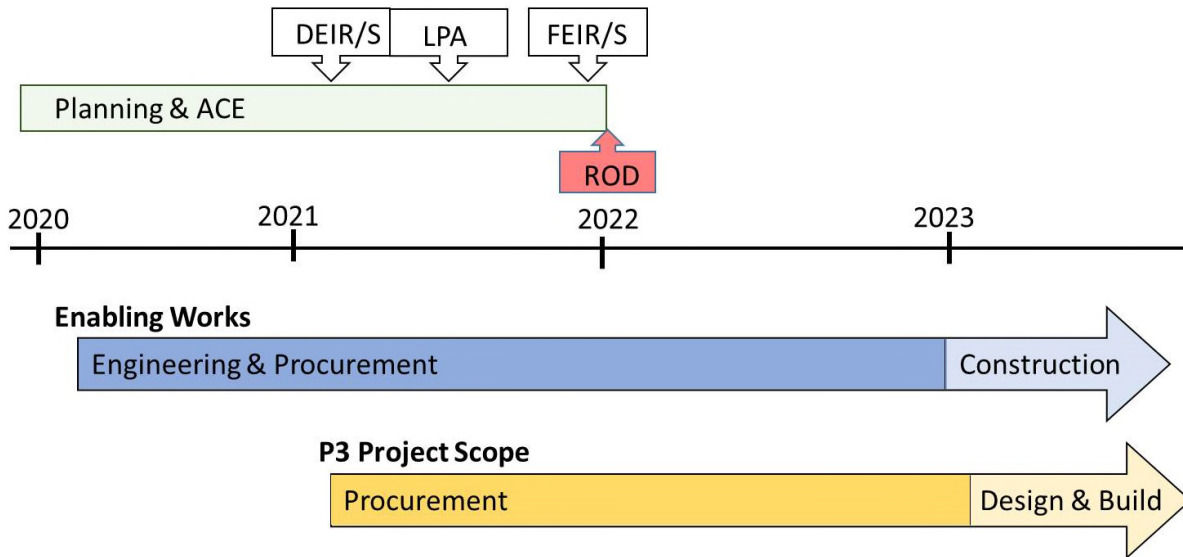
Enabling Works	LACMTA Retained Scope	P3 Project Scope
<ul style="list-style-type: none"> <li>• Advanced utility relocation</li> <li>• Freight relocation</li> <li>• Grade crossings                             <ul style="list-style-type: none"> <li>- Civil and Striping</li> <li>- Drainage</li> <li>- Utilities</li> <li>- Traffic Control</li> <li>- Signal (Freight Preemption only)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Right-of-way acquisition</li> <li>• Supply and installation of fare collection equipment and all fare collection activities</li> <li>• Security and enforcement activities, with limited exceptions (such as at maintenance storage facilities)</li> <li>• Art installation</li> <li>• Bike hubs and/or lockers</li> <li>• Environmental site assessment including identification of potential or existing contamination or hazardous materials through soil borings</li> </ul>	<ul style="list-style-type: none"> <li>• Design and construction of the WSAB Project (including all stations, vehicles, light rail track, systems and maintenance storage facilities), other than those scope elements that are defined as part of the Enabling Works or that are LACMTA Retained Scope</li> <li>• The operation of all train services and performance of all other operating functions for the WSAB Project during the term of the LACMTA Contract with the P3 Developer, other than those scope elements that are LACMTA Retained Scope</li> </ul>

	<p>and review of publicly available information</p> <ul style="list-style-type: none"><li>• Geotechnical investigations</li><li>• Remediation of hazardous materials (if any)</li></ul>	<ul style="list-style-type: none"><li>• All asset management and maintenance activities for the WSAB Project during the term of the LACMTA Contract with the P3 Developer, other than those scope elements that are LACMTA Retained Scope</li></ul>
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EXHIBIT 2 – PROJECT PHASES AND PROJECT SCHEDULE

Part A: Phases

As at the date of this Agreement, the phasing and time periods for the early phasing is anticipated to be as set out in this Part A. The phases described in this Part A may overlap and the time periods are subject to change.



PHASE	KEY ACTIVITIES
Planning & Advanced Conceptual Engineering	Key activities include: <ul style="list-style-type: none"> <li>• Preparation of the draft EIR/EIS and the final EIR/EIS</li> <li>• Approval by LACMTA Board of the locally preferred alternative (LPA)</li> <li>• Preparation of Advanced Conceptual Engineering (15%) for the WSAB Project</li> <li>• Certification of the final EIR by the LACMTA Board</li> <li>• FTA issuance of the Record of Decision</li> <li>• Preparation of the Mitigation Monitoring and Reporting Plan (MMRP)</li> </ul>
Enabling Engineering & Procurement	Works: Key activities include: <ul style="list-style-type: none"> <li>• Engineering and Design Development for the Enabling Works by LACMTA and the LACMTA Contractors (including any Rearrangements included within that Enabling Works scope) through to Final Design</li> <li>• Working with third parties to obtain third party approvals for the Enabling Works, including CPUC, United Pacific Railroad and Caltrans</li> <li>• Procurement of LACMTA Contractor(s) to perform the Enabling Works</li> </ul>
Enabling Construction	Works: Key activities include: <ul style="list-style-type: none"> <li>• Construction of Enabling Works (including any related Rearrangements)</li> </ul>

PHASE	KEY ACTIVITIES
P3 Project Procurement	Scope: Key activities include: <ul style="list-style-type: none"><li>• Definition of the scope, specifications and requirements for the P3 Project Scope</li><li>• Procurement of the P3 Developer to perform the P3 Project Scope (a two-stage procurement process including a request for qualifications and a request for proposal phase is anticipated)</li></ul>
P3 Project Design Build	Scope: Key activities include: <ul style="list-style-type: none"><li>• Design Development for the P3 Project Scope by the selected P3 Developer through to Final Design</li><li>• Construction of the P3 Project Scope (including any related Rearrangements) by the P3 Developer</li><li>• Performance of any LACMTA Retained Responsibilities by LACMTA</li><li>• Testing, trial running and certification of revenue service availability</li></ul>
Operation and Maintenance	Key activities include: <ul style="list-style-type: none"><li>• Operation of passenger service on the WSAB Project by the P3 Developer</li><li>• Maintenance of the WSAB Project by the P3 Developer</li><li>• Performance of any LACMTA Retained Responsibilities by LACMTA</li></ul>

**Part B: Project Schedule**

*[Latest Project Schedule to be inserted prior to execution]*

EXHIBIT 3 – PROJECT SITE

Part A: WSAB Project Site



Part B: City Portion

[Map of the location of the City Portion to be inserted prior to execution]

**EXHIBIT 4 – ROLES AND RESPONSIBILITIES**

**Part A: LACMTA Representative and City Representative**

The initial designations of the LACMTA Representative and City Representative are as follows:

<b>LACMTA Representative</b>	LACMTA Program Management or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA's Chief Executive Officer, or his/her designee
<b>City Representative</b>	City Manager or his/her designee

**Part B: Summary of Key Roles and Responsibilities**

Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
<b>General</b>	Performing its retained obligations and ensuring that the LACMTA Contractors (including the P3 Developer) comply with the provisions of this Agreement	During the term of its LACMTA Contract with LACMTA, performing LACMTA's responsibilities under this Agreement other than Cost reimbursement and those obligations specifically retained by LACMTA and excluded from the P3 Project Scope	Performing all of City's obligations under this Agreement and ensuring that all City Contractors comply with the provisions of this Agreement
<b>Planning and Advanced Conceptual Engineering</b>	Managing the planning process and preparing all environmental documents including the EIR/EIS  Preparing Advanced Conceptual Engineering for the WSAB Project	Not applicable	Providing support and assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City Portion
<b>Enabling Works: Engineering &amp; Procurement</b>	Preparing and submitting the Design for Enabling Works to the City to the extent required by this Agreement, up to and including Final Design stage  Preparing the procurement documents and managing the procurement for the Enabling Works	Not applicable	Reviewing and approving Designs submitted to it in accordance with agreed procedures  Performing any other Design-related obligations under any Work Orders  Providing assistance to LACMTA in procuring any right-of-way necessary for the City Portion

Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
<b>Enabling Works: Construction</b>	Monitoring progress and performance of the LACMTA Contractor(s) responsible for Enabling Works	Interfacing and coordinating with the LACMTA Contractor(s) responsible for the Enabling Works	Performing its Construction-related obligations under any Work Orders  Coordinating Adjacent Work, City Construction Work and City Maintenance Work
<b>P3 Project Scope: Procurement</b>	Preparing the procurement documents and managing the procurement for the P3 Project Scope	Submitting its proposal in accordance with the procurement documents	To the extent requested by LACMTA, reviewing the scope, specifications and requirements for any Rearrangements included within the P3 Project Scope
<b>P3 Project Scope: Design Build</b>	<p>Reviewing Designs prepared by the P3 Developer and ensuring that such Designs are submitted to the City to the extent required by this Agreement</p> <p>Performing and/ or ensuring that LACMTA Contractors perform the LACMTA Retained Scope</p> <p>Monitoring progress and performance of the P3 Developer's Construction work</p>	<p>Defining its design management plan for the design of the P3 Project Scope</p> <p>Submitting Design Packages in accordance with the terms of its LACMTA Contract with LACMTA and its design management plan, and submitting such Designs to the City to the extent required by this Agreement, up to and including Final Design stage</p> <p>Performing the Construction work required to be performed under the P3 Project Scope in accordance with the Final Designs, approved plans, the provisions of its LACMTA Contract for the P3 Project Scope and the provisions of this Agreement</p>	<p>Reviewing and approving Designs submitted to it in accordance with agreed procedures</p> <p>Performing any other Design-related obligations under any Work Orders</p> <p>Performing its Construction-related obligations under any Work Orders</p> <p>Coordinating Adjacent Work, City Construction Work and City Maintenance Work</p>
<b>Operation and Maintenance</b>	<p>Performing or ensuring that LACMTA Contractors perform, the LACMTA Retained Scope</p> <p>Monitoring performance of the P3 Developer's operation and maintenance work</p>	Performing the operation and maintenance work required to be performed under the P3 Project Scope in accordance with the approved plans, the provisions of its LACMTA Contract for the P3 Project Scope and the provisions of this Agreement (including any amendment or supplement or new agreement entered into	Performing any operation and maintenance work allocated to the City under the provisions of this Agreement (including any amendment or supplement or new agreement entered into under <u>Article 6 (Operation and Maintenance)</u> ) and coordinating maintenance



Phase	LACMTA		City
	LACMTA Retained	P3 Developer	
		under <u>Article 6 (Operation and Maintenance)</u>	work and Adjacent Work with LACMTA and the P3 Developer

**Part C: Issue Resolution Ladder**

The following City staff or its designees shall be responsible for coordinating among the applicable City departments and divisions as necessary to make the designated decision or approval.

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
City Manager, Director of Public Works, or Designated Project Manager	Spearhead council approval of all work outside of normal working hours including any night work variances, holiday work restrictions, police & fire department requests, peak hours exemptions, and other requests with potential short-term impacts to the community (i.e. revised detours, temporary full street closures, revised haul routes)	LACMTA Chief Program Manager
Director of Public Works, City Engineer, or Designated PE Representative	Approve all final Construction plans and related documents as required by this Agreement.  Provide overall leadership in timely resolution of Design, Construction, plan review, and related administrative matters.  CA Professional Engineer Registration	LACMTA Senior Executive Officer over Designated Project Manager
City Public Works Construction Department Head or Designated Construction Administration Representative	Provide Construction support as specified in this Agreement  Manage assigned resources and coordinate interactions between the City and LACMTA and the LACMTA Contractors as it relates to Construction support.  Provide independent quality assurance (IQA) functions where LACMTA performs work within City Right-of-Way such as street improvement, signal, lighting, and utility work.	LACMTA Designated Project Manager level (Executive Officer or Deputy Executive Officer) or Designated Construction Manager (Deputy Executive Officer or Senior Director)
City Public Works Permit Division Head or Designated Representative	Oversee and coordinate all plan reviews as specified in this Agreement  Manage and coordinate interaction of the City with LACMTA and the LACMTA Contractors as it relates to Design review and comment resolution.  Provide the necessary coordination in planning, engineering, technical, analytical and administrative support services with respect to design approval including fire/life safety, police/public security, access, transportation engineering, civil and structural engineering, street lighting engineering, drainage, sanitation, landscaping, and related maintenance requirements.  Skilled in change management and expedited approvals.	LACMTA Designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant CM, and LACMTA Third Party Admin Dept Project Lead (Civil)

City Traffic Engineer or Designated TE Representative	Approve all worksite traffic control plans and any final design documents pertaining to both permanent and temporary traffic controls (signals, striping, WATCH lane closures, MUTCD restrictions, lighting, etc. )	LACMTA Designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant CM, LACMTA Third Party Admin Dept Project Lead (Civil) and TE consultants.
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**EXHIBIT 5 – DESIGN REQUIREMENTS**

**1. GENERAL DESIGN CRITERIA**

Any Design work for any Rearrangements shall be performed in accordance with:

- (a) the Design requirements set out in this EXHIBIT 5 or otherwise under the provisions of this Agreement and the relevant Work Order (if applicable); and
- (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (City Standards) of this Agreement, the City Standards.

**2. CITY STANDARDS**

The Parties agree that the following comprise the "**City Standards**" for the purposes of this Agreement:

- (a) *[To agree with the City and insert prior to execution]*

**3. SPECIFIC DESIGN REQUIREMENTS FOR REARRANGEMENTS**

**3.1 Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall locate surface openings, if any to mitigate: (a) the effect on existing features of landscape and improvements; and (b) public disruption; in each case after taking account of health and safety concerns. Placement of gratings in sidewalks will be avoided to the extent reasonably practicable; however, all other openings, such as mechanical access openings, shall be regularly permitted in sidewalks, provided such openings are enclosed.

**3.2 Landscaping.** Trees and landscaped areas under ownership or daily control of the City shall be preserved whenever practical. Trees in the Project Site, which are not being removed by LACMTA, shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced by LACMTA, if the City elects and right-of-way is available. Replacement work shall be in accordance with applicable City Standards and shall be coordinated with the City. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LACMTA.

**3.3 Traffic Control Devices and Lighting Systems.** If a Rearrangement requires the removal and reinstallation, or modification of existing or installation of new traffic control devices or lighting systems ("**Traffic Control and Lighting Work**"), then LACMTA must obtain the City's approval of LACMTA's Design for the Traffic Control and Lighting Work (which consent may not be unreasonably delayed or withheld).

**3.4 Private Projections in Public Ways.** If LACMTA determines that a private projection in, over or under any City Facilities or the City Rights-of-Way must be removed to accommodate the WSAB Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections by the time specified in the Work Order. If the City is not empowered to effect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for removal of such projections. The City will cooperate with LACMTA to minimize the cost to eliminate, move, remove or otherwise terminate projections.

**3.5 City Communications Facilities.** The relocation of any conflicting underground City communications facilities shall be done by employing intercept-style manholes at both ends of every conflicting communications conduit segment in question, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

**4. PREPARATION AND SUBMISSION OF DESIGN DOCUMENTATION**

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA will, and will ensure that the LACMTA Contractors will:

- (a) prepare and submit all Design Documentation to the City:

- (i) in Packages in accordance with the schedule under the applicable design management plan defined by LACMTA and/or the applicable LACMTA Contractor and notified to the City (as may be updated and notified to the City from time to time); and
  - (ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City a reasonable opportunity to review the submitted Design Documentation;
- (b) ensure that the Design Documentation submitted for the Final Design is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with this Agreement and the Construction work which will be performed in accordance with the Design Documentation will comply with this Agreement and highlights any material amendments made since any earlier submittal of that Design Documentation;
- (c) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented; and
- (d) if reasonably requested by the City, make available the appropriate design personnel to participate in design review meetings after submittal of any Design Documentation for a Rearrangement to explain the Design Documentation or a particular element of it and provide such information regarding the Design Documentation as the City may reasonably request.

**EXHIBIT 6 – LACMTA SUBMITTAL REVIEW PROCEDURE**

**1. GENERAL**

- 1.1 The Parties agree that individuals undertaking Design review on behalf of the City under this Agreement shall be consistent throughout the Design Phase and any new individuals proposed to undertake Design review during the reviews of ongoing Packages shall be subject to LACMTA's approval.
- 1.2 The procedures set out in this EXHIBIT 6 will govern all LACMTA Submittals to the City pursuant to this Agreement.

**2. REVIEW PROCEDURE**

- 2.1 The City shall notify LACMTA and the relevant LACMTA Contractor (if applicable) within ten days of receipt of a LACMTA Submittal from LACMTA or a LACMTA Contractor if it considers (acting reasonably) that the LACMTA Submittal submitted is incomplete or deficient for the City's review purposes and requires re-submission, together with a detailed description of the information that it deems to be missing or deficient. If no such Notice is delivered by the City within such ten-day period, the LACMTA Submittal shall be deemed complete and acceptable for review purposes.
- 2.2 The City shall within the LACMTA Submittal Review Period:
- (a) review the LACMTA Submittal; and
  - (b) notify LACMTA and the relevant LACMTA Contractor (if applicable) that it:
    - (i) approves the LACMTA Submittal; or
    - (ii) rejects the LACMTA Submittal with detailed reasons including all Compliance Comments.
- 2.3 All Compliance Comments shall be transmitted in the form of a comment matrix (provided by LACMTA) and shall be accompanied by an annotated LACMTA Submittal (if applicable).
- 2.4 If no comments are received within the LACMTA Submittal Review Period, the LACMTA Submittal shall be deemed complete and approved by the City.
- 2.5 The Parties acknowledge that the LACMTA Submittal review process set out in this EXHIBIT 6 is intended to facilitate the LACMTA Submittal review process and be consistent (with necessary changes) with the LACMTA Guidelines on Enhanced Partnered Coordination and shall supersede the submittal / shop drawing review schedules specified in any standards referenced in this Agreement.

**3. GROUNDS FOR OBJECTION OR COMMENT**

- 3.1 The City will only be entitled to reject a LACMTA Submittal under Article 2 (Review Procedure) of this EXHIBIT 6 if such LACMTA Submittal fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments.
- 3.2 If the City rejects a LACMTA Submittal in accordance with Article 2 (Review Procedure) of this EXHIBIT 6, LACMTA must (or must require that the relevant LACMTA Contractor):
- (a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or
  - (b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Article 5 (Betterments) of this Agreement shall apply.

- 3.3 The City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City.
- 3.4 The City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with the most recent earlier submittal for such Rearrangement, modified as appropriate to respond to the City's Compliance Comments on such earlier submittal (to the extent such comments were made in accordance with the provisions of this Agreement) and to reflect any subsequent changes agreed to by the City and LACMTA.

**4. NO COMMENCEMENT OF CONSTRUCTION WORK**

LACMTA and the City must not commence or permit the commencement of any Construction work that is the subject of, governed by or dependent upon a LACMTA Submittal until LACMTA (or a LACMTA Contractor) has submitted the relevant LACMTA Submittal to the City in accordance with this EXHIBIT 6 and:

- (a) within five Business Days of receiving a Notice from LACMTA (or the relevant LACMTA Contractor (as applicable)) that the City failed to respond to a LACMTA Submittal within the relevant LACMTA Submittal Review Period, the City fails to respond to such LACMTA Submittal; or
- (b) the City has notified LACMTA (and the relevant LACMTA Contractor (as applicable)) that it approves such LACMTA Submittal.

## EXHIBIT 7 – CONSTRUCTION REQUIREMENTS

### 1. GENERAL REQUIREMENTS

Any Construction work for any Rearrangements or the City Portion to be performed within the City Rights-of-Way shall be performed in accordance with:

- (a) in the case of any Rearrangements, the approved Final Design (including any changes agreed under Section 3.6 (Changes to Design) of this Agreement;
- (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (City Standards) of this Agreement, the City Standards;
- (c) the schedule for such Construction work agreed under the relevant Work Order (if applicable) or otherwise under the Project Schedule; and
- (d) all other Construction requirements set out in this EXHIBIT 7 or otherwise under the provisions of this Agreement and any relevant Work Order (if applicable).

### 2. EXTENDED WORKING HOURS

The Parties acknowledge that extended working hours (beyond the windows contemplated in the City's ordinances limiting work hours and including holiday or weekend working) may be necessary to facilitate Construction and operation of the City Portion. The Parties will agree such working hours following joint review of the schedule and activities to be carried out by LACMTA and the LACMTA Contractors. If a change is required to the agreed working hours, the Parties will negotiate in good faith to agree such change.

### 3. HAULAGE ROUTES

The Parties will agree haulage routes reasonably necessary to facilitate Construction and operation of the City Portion. If a change is required to an agreed haulage route, the Parties will negotiate in good faith to agree such change.

### 4. INTERRUPTIONS

- (a) The Parties acknowledge that certain components of the work in the City Portion will require interruption of the City services. The Parties will agree a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.
- (b) LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

### 5. CONSTRUCTION STAGING PLANS

#### 5.1 General Requirements

- (a) LACMTA or the LACMTA Contractors shall develop a construction staging plan ("**Construction Staging Plan**") for any Construction work to be performed within the City Rights-of-Way.
- (b) The City acknowledges that the Construction work to be performed by LACMTA or the LACMTA Contractors within the City Rights-of-Way is intended to be performed progressively under multiple contractual packages and the Construction Staging Plans described in this EXHIBIT 7 may, therefore, be prepared for each contractual package or for a portion of such Construction work.

- (c) A Construction Staging Plan shall provide, among other things, for:
  - (i) the handling of vehicular and pedestrian traffic on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans);
  - (ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans;
  - (iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.
- (d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian and vehicular safety), and functionality (including public and business access and circulation).

**5.2 Specific Requirements – Street Lighting Systems**

LACMTA or the LACMTA Contractors shall develop street lighting Construction Staging Plans, which shall provide, among other things, for:

- (a) the safety and security at night time of vehicular and pedestrian traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and
- (b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

**5.3 Specific Requirements – Traffic Management Plan**

- (a) LACMTA and the City may agree that a street, highway, bridge or other the City Rights-of-Way shall be temporarily or permanently closed for the necessity and convenience of the WSAB Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for worksite traffic control plans, traffic circulation plans, and temporary traffic signal plans.
- (b) WATCH Manual page references shall be acceptable as a form of traffic control plans and submittal.
- (c) The City's traffic department staff involved in the review and approval process shall facilitate the City's internal approvals regarding peak hour exemptions, holiday moratoriums, changes to existing parking restrictions in the work zone, night work, and noise variances.

**5.4 Review and Implementation of Construction Staging Plans**

- (a) LACMTA (or the relevant LACMTA Contractor (as applicable)) must submit each Construction Staging Plan to the City for review in accordance with EXHIBIT 6 (LACMTA Submittal Review Procedure).
- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with EXHIBIT 6 (LACMTA Submittal Review Procedure).



- (c) LACMTA must, and must ensure that the LACMTA Contractors, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been either approved (or deemed approved) under EXHIBIT 6 (LACMTA Submittal Review Procedure).

**6. WORK IN STREETS**

**6.1 General Requirements**

- (a) The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and other the City Rights-of-Way. Accordingly, LACMTA shall give the City ten days' advance written Notice where Construction work is to be performed in the City Rights-of-Way.
- (b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the City Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be comprised by such work.
- (c) If LACMTA or a LACMTA Contractor fails to perform any Construction work within the City Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.

**6.2 Traffic Control and Lighting**

LACMTA must provide the City prior Notice before conducting the Traffic Control and Lighting Work that will result in an interruption to service of traffic control devices or lighting systems and LACMTA shall cooperate with the City to minimize such interruption.

**6.3 City Communication Facilities**

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, in order to minimize system downtime and minimize the City network traffic disruption.

**7. TEMPORARY AND PERMANENT STREET CLOSURES**

Upon notification of a proposed temporary or permanent street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings and shall establish the necessary conditions for the closures.

**8. TEMPORARY FACILITIES**

**8.1 LACMTA Facilities**

Temporary Facilities may be necessary to facilitate Construction of the WSAB Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

**8.2 City Facilities**

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability,

location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its permanent location, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

**9. UNDERGROUND SERVICE ALERT**

Prior to any commencement of underground work by either Party, an "Underground Service Alert" shall be notified in accordance with California law by such Party or its contractor.

**10. ENVIRONMENTAL CONTROLS**

All Construction work performed by the City or City Contractors pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration control, pollution controls, archaeological coordination and paleontological coordination.

**11. SALVAGED MATERIALS**

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, LACMTA's contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

**12. AS-BUILT DRAWINGS**

12.1 LACMTA and the City shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and the City, respectively, during Construction. Red line mark-ups for temporary lighting systems, traffic signal systems, and other the City Facilities shall be submitted to the City and LACMTA within 10 Business Days after completion of Construction. All Design changes shall be documented on RFI/RFC forms. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 60 Business Days after completion of such work for each set of plans.

12.2 LACMTA and the City agree to provide the other with electronic files and full size paper hard copies of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their respective contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

**EXHIBIT 8 – INSPECTION AND ACCEPTANCE PROCEDURE**

**1. INSPECTION DURING CONSTRUCTION**

- 1.1 Each Party shall give the other Party at least ten days' Notice prior to commencing a Rearrangement for which it is responsible to enable such other Party to make arrangements for inspection of such work.
- 1.2 Any Construction of Rearrangements performed by LACMTA (directly or through the LACMTA Contractors) under this Agreement shall be subject to inspection and final acceptance by the City provided that any such inspection carried out by the City shall be solely for the purposes of assessing whether the Construction work conforms with, subject to Section 3.5 (City Standards) of this Agreement, the City Standards. Such inspection services shall be authorized by LACMTA under a Work Order issued in accordance with Section 2.3 (Work Orders) of this Agreement. If City inspection services are authorized under a Work Order, the City shall:
- (a) provide inspectors at LACMTA's cost as needed to comply with the schedule for such inspections set out in the Work Order;
  - (b) cooperate and coordinate with the LACMTA Representative and the LACMTA Contractors to observe and inspect any Rearrangements or new City Facilities so that upon completion of Construction, the City will have a basis for acceptance of the work;
  - (c) ensure that all City inspectors submit copies of daily written inspection reports to LACMTA, each within 48 hours after such inspection; and
  - (d) remove and replace any inspector five Business Days after LACMTA's reasonable written request.
- 1.3 Any Construction work performed by the City or a City Contractor pursuant to a Work Order agreed under the provisions of this Agreement shall be subject to LACMTA inspection and final acceptance.
- 1.4 If, in carrying out an inspection, a Party identifies Non-conforming Work, the Party must provide the other Party with immediate Notice with detailed reasons (and in any event, no later than 24 hours from discovery). The Party that performed the relevant work must rectify any Non-conforming Work.
- 1.5 The City shall not have any inspection rights with respect to any structures or physical elements that are owned and maintained by LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA.

**2. ACCEPTANCE PROCEDURE**

- 2.1 Promptly following completion of any Rearrangement, the Party that performed the Construction shall notify the other Party that the Rearrangement is ready for final inspection.
- 2.2 The final inspection shall be carried out within seven Business Days of receipt of a Notice under Section 2.1 (Acceptance Procedure) and within three Business Days of the completion of the final inspection, the inspecting Party shall notify the other Party of any Non-conforming Work. If no Notice is received, the relevant work will be deemed accepted by the inspecting Party.
- 2.3 The City shall accept all Rearrangements that are in conformance with the City Standards.

**3. INDEPENDENT ENGINEER**

The City acknowledges and agrees that LACMTA may delegate its inspection and acceptance rights under this EXHIBIT 8 to an independent engineer appointed under the terms of any LACMTA Contract.

**EXHIBIT 9 – OPERATION AND MAINTENANCE PRINCIPLES**

**1. PRIMARY RESPONSIBILITIES**

1.1 LACMTA (directly or through the LACMTA Contractors, including in particular the P3 Developer) will be responsible for the operation and maintenance of the WSAB Project including the City Portion (and including maintenance of any low impact development water and storm drain mitigation measures constructed outside of the City Rights-of-Way as part of the WSAB Project and on the Project Site or otherwise on a Metro-owned right of way).

1.2 The City (directly or through the City Contractors) will be responsible for:

- (a) the maintenance of all City Facilities within the City Rights-of-Way including trees, gutters, sidewalks, ramps, streets, roadways, utilities, vaults, pull boxes, lights, signals, City loops, striping, signage, irrigation, bio swales and landscape;
- (b) operation of the traffic signal system within the jurisdiction and control of the City; and
- (c) maintenance of all low impact development water and storm drain mitigation measures constructed within the City Rights-of-Way.

**2. TRAFFIC SIGNALS**

With respect to its responsibility for the operation of the traffic signal system within the jurisdiction and control of the City, the City shall work cooperatively with LACMTA to facilitate the safe and efficient operation of the City Portion. The City shall not modify the traffic signal model controller software on the City Portion without notification to and coordination with LACMTA.

**3. MAINTENANCE OF THE CITY PORTION**

LACMTA shall obtain appropriate permits from the City when performing maintenance work on or near the City streets and conform to all of the City's permitting requirements for the submittal, review, and approval of temporary traffic control plans, use of public rights-of-way, or any other activity requiring a permit or license in accordance with the City Use of Public Property Permit Process and Application and Requirements For Traffic Control Plans. All traffic control devices shall conform to accepted City practices and shall be installed and maintained in accordance to the California Manual on Uniform Traffic Control Devices. All City staff costs incurred for permitting such work shall be reimbursed by LACMTA through the Work Order process set forth in this Agreement.

**4. UTILITY CONTRACTS**

In the event the City enters into a contract with private utility companies such as Southern California Edison for the provision of electricity and/or the applicable water district for the provision of water supply in connection with the WSAB Project, LACMTA shall similarly procure separate license and cooperative agreements with such private utilities. Further, if the City owns and operates its own "power" department and the WSAB Project draws electricity from this source, then such agreements shall include a "power restoration" priority provision regarding outages resulting from emergencies whereby the WSAB Project and future operations shall be provided with the highest level priority consistent with other state-wide designated essential facilities.

EXHIBIT 10 – FORMS

Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):		Scope of Work/Deliverable (provide expanded description on Form 60 page 2)			
Home office address					
Division(s) and Locations where Work is to be performed		LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):			
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	<b>Direct Labor</b>	<b>Est. Hours</b>	<b>Rate Per Hour</b>	<b>Est. Cost</b>	<b>TOTAL</b>
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	<b>TOTAL DIRECT LABOR HOURS</b>	<b>0.00</b>	<b>TOTAL DIRECT LABOR</b>		<b>\$0.00</b>
6.	<b>Labor Overhead (O/H)</b>	<b>O/H Rate</b>	<b>x Base</b>	<b>Est. Cost</b>	
7.		0%		\$0.00	
8.	<b>TOTAL LABOR OVERHEAD</b>				<b>\$0.00</b>
9.	<b>Direct Material</b>	<b>Est. Cost</b>			
10.	<b>a. Purchase Parts</b>				\$0.00
11.	<b>b. Subcontracted items</b>				\$0.00
12.	<b>c. Other</b>				\$0.00
13.	<b>TOTAL DIRECT MATERIAL</b>				<b>\$0.00</b>
14.	<b>Equipment</b>	<b>Unit Cost</b>	<b>Est. Cost</b>		
15.		\$0.00	\$0.00		
16.		\$0.00	\$0.00		
17.	<b>TOTAL EQUIPMENT</b>				<b>\$0.00</b>
18.	<b>Subcontractors*</b>	<b>Est. Cost</b>			
19.					\$0.00
20.					\$0.00
21.					\$0.00
22.	<b>TOTAL SUBCONTRACTORS</b>				<b>\$0.00</b>
23.	<b>TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)</b>				<b>\$0.00</b>
24.	<b>Other Direct Costs</b>	<b>Est. Cost</b>			
25.					\$0.00
26.					\$0.00
27.					\$0.00
28.	<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$0.00</b>
29.	<b>Travel</b>	<b>Est. Cost</b>			
30.	<b>a. Transportation</b>				\$0.00
31.	<b>b. Per Diem or Subsistence</b>				\$0.00
32.	<b>TOTAL TRAVEL</b>				<b>\$0.00</b>
33.	<b>General and Administrative Expense</b>	<b>Rate %</b>	<b>% x Line 23</b>		
34.		0%	\$0.00		
35.	<b>TOTAL GENERAL AND ADMINISTRATIVE EXPENSE</b>				<b>\$0.00</b>
36.	<b>TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)</b>				<b>\$0.00</b>
37.	<b>Profit/Fee</b>	<b>Total Labor and Overhead (line 5 + line 8)</b>	<b>Rate %</b>	<b>% x Total Labor and Overhead</b>	
38.			0%	\$0.00	
39.	<b>TOTAL FEE</b>				<b>\$0.00</b>
40.	<b>TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)</b>				<b>\$0.00</b>

41.	Milestone /Task Number	Milestones/Tasks	Hours	Completion Date	Payment Amount		
42.					\$0.00		
43.					\$0.00		
44.					\$0.00		
45.	<b>TOTAL MILESTONES/TASKS (Must equal line 40)</b>					<b>\$0.00</b>	
* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.							
46.	Fill in applicable sections only						
47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months?    Yes    No    If yes, when?    Reference Contract No.							
48.a. Agency Name/Address				48.b. Individual to contact/Telephone Number			
49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.							
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.							
51. CERTIFICATE The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has <input type="checkbox"/> , has not <input type="checkbox"/> , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has <input type="checkbox"/> , has not <input type="checkbox"/> , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.							
52. CERTIFICATE OF CURRENT COST OR PRICING DATA This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____ * are accurate, complete and current as of _____. ** This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.							
53. This proposal as submitted represents our best estimates and/or actual costs as of this date.							
54. Type Name and Title of Authorized Representative				Signature		Date***	
55.		* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)					
56.		** Insert the day, month and year when price negotiations were concluded and price agreement was reached.					
57.		*** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).					
Form 60 Attachments (Applicable if Box is checked)							
	Scope of Work Expanded Description for which Cost Estimate is based on:						
1							
2							
3							

4	
	Schedule in which Scope of Work is based on:
1	
2	
3	
4	
	Non-Disclosure Agreement (NDA) Provisions as noted in Master Cooperative Agreement (MCA) Exhibit B is applicable which the following Form 60-specific items:
1	
2	
3	
4	
	Track Allocation Request for Metro active rail right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:
1	
2	
3	
4	
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:	
1 CITY AS-BUILT RESEARCH BY CITY FOR METRO PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST	

**Part B: LACMTA “Potential Notice of Betterment” Form**

The Word file of the latest version of this form is available upon request from LACMTA’s assigned Third Party Administration (TPA) Representative.

Alternatively, a written memorandum on City’s letterhead may be submitted to the TPA Representative with the following required information:

1. **Scope:** Describe in detail with reference to applicable sections of this Master Cooperative Agreement, City Standards, and Applicable Law including any relevant codes.  
  
Note the following common reasons for denial:
  - (a) Scope is not per agreed City Standards or a legal requirement.
  - (b) Scope added after establishment of the applicable Basis of Design.
  - (c) Scope is not endorsed by LACMTA as a WSAB Project requirement.
  - (d) Scope is not identified in the EIR or amendments.
2. **Detailed Justification:** Why does City believe the scope is not a Betterment? Cite specific prior cases, exceptions under Applicable Law including any relevant codes, project-specific reasons, etc.
3. **Cost Estimate:** Use Metro Form 60 to provide a detailed cost breakdown as proposed for the Betterment in question.
4. **City’s Agreement:** City agrees that scope is a Betterment and provides separate funding. The source of funds must be specified, City approved financial documents supporting validity and timing of funds must be provided, and a determination regarding whether City will commit to provide adequate front funding for cash-flow must be made.
5. **Signatures:** The form shall provide a signature block with 2 signatures from City Representatives agreeing to the information provided.
6. **LACMTA Signatures:** The form signature block area shall provide for LACMTA to countersign with 2 LACMTA Representative signatures with checkboxes indicating whether the Betterment proposal is denied or approved.



**EXHIBIT 11 – GOVERNMENTAL AND LENDER REQUIREMENTS**

**1. AUDIT AND INSPECTION**

The City shall comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable Notice of such requirements to the City). The City shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, any other government agency, and/or financial institution providing funding or oversight on the WSAB Project to inspect, audit and copy, during normal business hours and upon reasonable notice, all cost and other relevant records relating to performance by the City, its contractors and subcontractors under any Work Order issued to the City for the WSAB Project or Rearrangements of the City Facilities related thereto, from the date of this Agreement through and until not less than three years after the date of termination or expiration of this Agreement, except (a) in the event of litigation or settlement of claims arising from performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto, and (b) such later date as is required by the rules and regulations of any such government agency or financial institution (provided LACMTA gives reasonable Notice of such later date to the City). Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this EXHIBIT 11, the City represents and warrants that such records are accurate and complete. The City further agrees to permit the Federal Transit Administration and its contractors access to sites of performance under this Agreement as reasonably may be required. The City shall insert into any contracts it enters into for the performance of work hereunder the above requirements and also a clause requiring the contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, any records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

**2. INTEREST OF MEMBERS OF CONGRESS**

No members of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

**3. PROHIBITED INTERESTS**

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and the City's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of the City; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

**4. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**5. DISADVANTAGED BUSINESS ENTERPRISE**

In connection with the performance of this Agreement, the City will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

**6. PRIOR APPROVAL**

This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

**7. NON-DISCRIMINATION**

Without limiting any other provision of this EXHIBIT 11, the City agrees to comply, and to cause all of its contractors who work on projects subject to this Agreement to comply, with all applicable non-discrimination laws, rules and regulations, whether imposed by federal, state or local authority.

**8. BUY AMERICA**

If the City performs any City Construction Work under a Work Order, the City must comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 et seq., which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. If the City performs any City Construction Work under a Work Order, the City shall incorporate the Buy America conditions set forth in every contract or purchase order entered into with a City Contractor in respect of such City Construction Work and shall enforce such conditions.



## Board Report

File #: 2020-0893, File Type: Informational Report

Agenda Number: 34.

### CONSTRUCTION COMMITTEE FEBRUARY 18, 2021

**SUBJECT: THIRD PARTY ADMINISTRATION**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute an annual expenditure budget plan of \$16,619,340 for the FY21 Annual Work Plan for the City of Los Angeles.

#### **ISSUE**

During the design, construction and maintenance phases of Metro projects, a significant amount of support is required from local jurisdictions via an annual work plan. The annual work plan shall serve as a commitment from the agency for the reimbursement of services by City of Los Angeles reviewing jurisdictions for an estimated amount of services. Without an annual work plan, the City of Los Angeles jurisdictions have no funding sources to support the projects.

#### **BACKGROUND**

In December of 2002, A Master Cooperative Agreement (MCA) was executed between Metro and the City of Los Angeles. The intent of the agreement was to establish a streamlined process among both entities to successfully construct Metro's ongoing projects. A function of MCA was to clearly identify a yearly budget for each City department to provide those city services. This function was labeled as the Annual Work Plan.

#### **DISCUSSION**

The action contained herein provides funding for the City of Los Angeles participation in the project within the limit of the current approved FY21 budget for Third Party Review and maintenance. (See Attachment A)

Metro staff efforts to proactively manage these costs will include the following:

- A. Controlling the design review process through the early coordination of design efforts to define scope and establish/clarify standards and requirements.
- B. Reviewing submittals for completeness.
- C. Ensuring that third party requirements are identified and addressed prior to sending to the third

party.

- D. Reviewing timesheets with each third party organization on a monthly basis to ensure that hours charged are appropriate.
- E. Conducting executive and staff level partnering with third parties.

### **DETERMINATION OF SAFETY IMPACT**

The recommended action has no impact on safety.

### **FINANCIAL IMPACT**

The funding, which may be obligated and spent under this one-year work plan of \$16,619,340 is included in the FY21 budget in each of the project budgets that will require services to be performed by the City of Los Angeles. See attachment "A". Since these are multi-year projects, the Project Managers will be responsible for budgeting future year costs.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

By executing the Annual Work Plan for FY21 and allowing the City departments to successfully review plans and provide a streamlined approval processes to successfully construct Metro's ongoing projects, it would positively support Metro's overall plan and goal of expanding the transportation network, increase mobility for all users and improve LA County's overall transit networks and assets.

### **IMPACT ON BUS AND RAIL OPERATING AND CAPITAL BUDGET**

The funding for this Annual Work Plan will come from various sources of funds. See attachment "A". With the exception of major construction projects funded with specific grant funds, these funds are eligible for bus and rail operating and capital expenditures. No other sources of funds were considered for this activity because the primary beneficiary of the service is bus, rail and capital projects.

### **ALTERNATIVES CONSIDERED**

The Board may reject the recommendation and direct us to include this work under Construction Contracts. Unfortunately, this is not recommended because it will delay each of the projects.

### **NEXT STEPS**

Upon MTA board approval of the annual work plan, the City of Los Angeles shall submit the annual work plan to the Los Angeles City Council and Mayor's Office for adoption.

### **ATTACHMENTS**

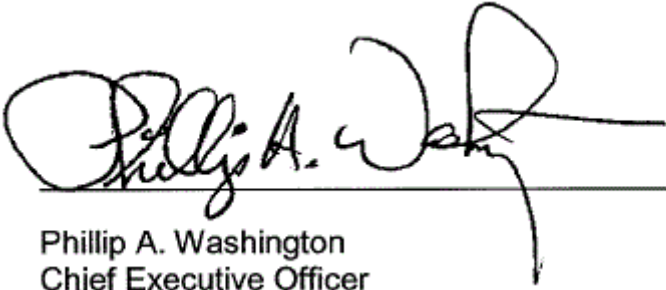
Attachment A - FY21 Annual Work Plan Anticipated Budget for the City of Los Angeles

Prepared by:

Bryan Pennington, Senior Executive Officer; 213-922-7449  
Androush Danielians, Executive Officer; 213-922-7598  
Eduardo Cervantes, Deputy Executive Officer; 213-922-7255

Reviewed by:

Richard Clarke, Chief Program Management Officer; 213-922-7557



Phillip A. Washington  
Chief Executive Officer

## **ATTACHMENT A**

### **FY21 ANNUAL WORK PLAN ANTICIPATED BUDGET FOR CITY OF LOS ANGELES**

#### **RAILTO RAIL**

Bureau of Engineering	\$280,000
Dept. of Transportation	\$1,272,357
Bureau of Street Services	\$107,500
Bureau of Street Lighting	\$199,491
Police dept	\$10,830
<hr/>	
Subtotal:	\$1,859,348

#### **1<sup>ST</sup> AND CENTRAL (EASTSIDE ACCESS)**

Bureau of Engineering	\$140,000
Dept. of Transportation	\$27,305
Bureau of Street Lighting	\$54,612
Contract Administration	\$25,125
<hr/>	
Subtotal:	\$247,042

#### **DORAN STREET SEPERATION**

Bureau of Street Lighting	\$122,286
Bureau of Engineering	\$280,000
<hr/>	
Subtotal:	\$ 402,286

#### **METRO ORANGE LINE TRANSIT PRIORITY MAINTENANCE**

Dept. of Transportation	\$408,000
<hr/>	
Subtotal:	\$408,000

#### **UNION STATION FORECOURT AND ESPLANADE PROJECT**

Bureau of Engineering	\$200,000
Dept. of Transportation	\$125,000
Bureau of Street Lighting	\$180,000
Bureau of Street Services	\$125,000
LASAN	\$85,235
LASAN (WPD)	\$78,540
LAPD	\$10,830
Con Ad	\$50,000
<hr/>	
Subtotal:	\$ 776,065

**ATTACHMENT A (Continued)**

**MOLE GRADE SEPERATION**

Bureau of Engineering	\$1,100,000
Dept. of Transportation	\$1,221,768
Bureau of Street Services	\$113,122
Bureau of Street Lighting	\$421,504
Contract Administration	\$25,125
<hr/>	
Subtotal:	\$ 2,881,519

**E. SFV TRANSIT CORRIDOR**

Bureau of Engineering	\$1,380,000
Dept. of Transportation	\$1,218,089
Bureau of Street Services	\$171,687
Bureau of Street Lighting	\$840,460
LASAN (WESD)	\$347,504
LASAN (WPD)	\$366,074
Con Ad	\$50,000
LAPD	\$10,830
Cross Coordination Support	\$ 91,927
<hr/>	
Subtotal:	\$ 4,476,571

**WEST SANTA ANA**

Bureau of Engineering	\$50,000
Dept. of Transportation	\$50,000
Bureau of Street Services	\$50,000
Bureau of Street Lighting	\$50,000
<hr/>	
Subtotal:	\$200,000

**PATSAOURAS**

Bureau of Engineering	\$140,000
Dept. of Transportation	\$50,000
Bureau of Street Services	\$5,510
Bureau of Street Lighting	\$147,874
Con Ad	\$25,125
<hr/>	
Subtotal:	\$368,509

**ATTACHMENT A (Continued)**

**LADOT / METRO SPEED RELIABILITY PROGRAM**

Dept. of Transportation		\$5,000,000
	Subtotal:	\$5,000,000

**GRAND TOTAL: \$16,619,340**

**TOTAL FY21 BUDGET: \$16,619,340**



**Board Report**

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**File #:** 2021-0036, **File Type:** Informational Report**Agenda Number:** 46.

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**CONSTRUCTION COMMITTEE  
FEBRUARY 18, 2021****SUBJECT: I-5 NORTH CAPACITY ENHANCEMENTS FROM SR-134 TO SR-118  
SEGMENT 3****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE Contract Modification No. 288 (CCO 288) for payment to the California Department of Transportation (Caltrans) for the construction contract of Segment 3 of the I-5 North Capacity Enhancements Project from SR-134 to SR-118 (Project) in the amount of \$33.75 million contingent upon the Board's approval of the Board Report 2020-0874 and the increase of the Life of Project budget for this Project.

**ISSUE**

The construction contract for Segment 3 (Empire) between West Magnolia Boulevard Overcrossing and 0.3 miles north of Buena Vista Street/Winona Avenue Undercrossing was awarded on November 29, 2012 with the original completion date of September 27, 2017. The project encountered a number of problems including relocation of conflicting unidentified utilities, hazardous materials needing clean up, implementation of Positive Train Control System for Metrolink, additional right-of-way acquisitions, differing site conditions, third-party delays, addressing community concerns resulting in additional out of scope work, and other issues. The total outstanding and potential claims as of July 10, 2020 were \$40.242 million. This segment is expected to open to traffic by December 2021. The plant establishment period for this segment will be completed by December 2022. Caltrans designed and is managing construction of the Project. Metro is funding partner.

Caltrans and the contractor have agreed to a \$33.75 million settlement as full payment of all claims, disputes, the submitted extra work bills, and the costs for the known additional work listed in the settlement agreement. Items of work in this settlement are listed in Attachment A.

Contract modifications exceeding \$500,000 require Board authorization.

**BACKGROUND**

The Project includes widening/upgrading of I-5 and inclusion of High Occupancy Vehicle (HOV) lanes between SR-134 and SR-118. The Project was comprised of four segments. Segments 1 and 2 are

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completed. Segment 4 substantially completed in Oct 2020 is in the 6-month plant establishment period. Segment 3, the subject of this report, is still in construction and about 87% complete. Substantial work outside the original scope of the project have been performed due to additional necessary and corrective work not included in the original scope. The estimated total cost of Segment 3 including this settlement payment will be \$301,334,000. The original accepted bid was \$162,521,323.25.

## **DISCUSSION**

As the construction of Segment 3 is coming to an end, timely settlement of contractor's claims related to additional work performed and accepted is critical to avoid further claims/costs. Contractor submitted claims on May 21, 2020 and amended those claims on July 10, 2020 for all out of scope work done by the prime and subcontractors, loss of demolition subcontractor due to delays in work schedule, additional labor and material, labor cost escalation, increase in cost of material, work disruptions and time delay impacts outside the control of the contractor, etc.

### **Findings**

Caltrans, upon receipt and evaluation of claims and disputes submitted by the contractor, entered into negotiations with the contractor. The parties ultimately agreed to a settlement amount of \$33.75 million for all claims.

## **DETERMINATION OF SAFETY IMPACT**

There is no impact to public safety by approving this action.

## **FINANCIAL IMPACT**

The overall corridor LOP budget of I-5 North Capacity Enhancements per the January 2021 Board authorization (FUNDING AGREEMENT NO. MOU.P0008355/8501 A/A10) to advance funds to settle the contractor's claims is \$954,103,000 and includes \$195,995,000 in Federal Funds (ARRA RSTP, SAFETEA-LU and CMAQ), \$358,355,000 in State Funds (TCRP, RIP, CMIA, IPP and SLPP), and \$399,753,000 in local Measure R Highway 20% and Prop C 25% Funds. Metro's contribution to this project is limited to the \$399,753,000 of Measure R Highway 20% and Prop C 25% funds.

Of the total LOP budget, \$820,986,411 is spent to date; of this amount \$258,428,119 was funded with Measure R (20%) and Prop C (25%) funds.

Current Metro funding of \$14 million is included in the FY21 budget in Cost Center 0442 (Highway Subsidies), I-5 North Corridor Projects 460332 and 460334, Account 54001 (Subsidies to Others). Upon approval of this recommendation, staff will reassess the budgetary needs for FY22 for the corridor and proceed with the payment of the settlement amount.

### Impact to Budget

The source of funds for this recommendation is a loan/advance of Measure R (20%) and Prop C (25%) Highway Funds, which are not eligible for bus or rail operations. No other funds were considered. Funds advanced will be reimbursed by Caltrans per agreement with Metro.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Project is consistent with the following Metro Vision 2028 Goals and Objectives:

Goal 1: Providing high-quality mobility options that enable people to spend less time traveling by widening the freeway; providing additional capacity, and including HOV lanes to encourage carpooling and improve transit efficiency;

Goals 4 and 5: Transforming LA County through regional collaboration with Caltrans and the Corridor Cities by contributing funds and providing resources to assist Caltrans in management and delivery of these projects.

Approval of staff recommendation will enable Caltrans to pay the contractor, close all outstanding disputes in Segment 3, and avoid additional costs.

### **ALTERNATIVES CONSIDERED**

The Board, at its January 2021 meeting, after reviewing all reasonable and probable alternatives, introduced a motion outlining clear and concise procedures and actions to ensure proper structuring of the loan/advance, timely repayment of the obligation to Metro, and containment of funds in the San Fernando Valley where the Project resides, and directed staff to return to the Board in February with an updated report and recommendation for a LOP budget increase. The Board, upon receipt of the staff report in February, approved the LOP budget increase and a loan/advance payment to Caltrans to pay the contractor and avoid additional costs. Requirements for reimbursement of all funds paid by Metro over and beyond Metro's original commitments were stated in the February 2021 Board report and the Term Sheet to be executed by and between Metro and Caltrans. No other alternatives need to be considered.

### **NEXT STEPS**

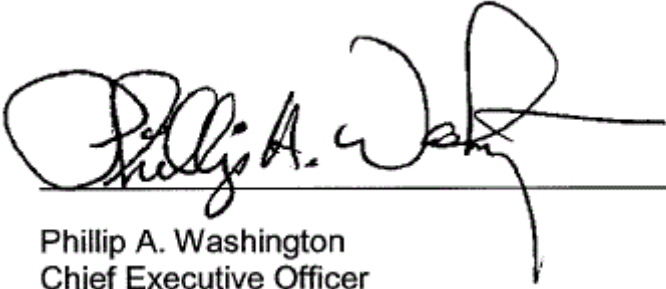
Upon Board's approval of the recommended action, Metro staff will provide the funds to Caltrans and execute the necessary agreements.

### **ATTACHMENT**

Attachment A - Items of Work in the Settlement

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Phillip A. Washington  
Chief Executive Officer

## Items of Work in the Settlement:

1. All of Security Paving's outstanding claims and other issues arising out of the performance of the Contract.
2. Security Paving represents and warrants that it will resolve all outstanding subcontractor claims and other issues arising under the Contract with no payment required by Caltrans, other than the agreed settlement payment.
3. All costs and time adjustment for the CCOs listed below will be compensated under CCO No. 288. The list is as follows:
  - a. CCO 105: Pavement section under HMA dike on the mainline and widening sidewalk on Empire Ave. & capping of the existing inlet.
  - b. CCO 112: Stage Construction and Handling Plans for Stages 3, 4 & 5 and Overhead (OH) Sign 8B
  - c. CCO 130: Install New Overhead Sign 1A
  - d. CCO 132: Electrical Rebar bonding and communications conduit at Burbank Blvd. O/C
  - e. CCO 176: Traffic Signal at Old Empire & Victory Place per City of Burbank's Special Request Based on City Council's Ruling
  - f. CCO 191: Price (Cost) Adjustment due to Increase in Contract (Bid) Item #312 for Concrete Barrier
  - g. CCO 225: Lighting Conduit & Electrolier - NB Rte.-5 between Stations 1650+00 to 1653+50
  - h. CCO 236: Furnish and Install Type AL Joint Seal
  - i. CCO 265: Buena Vista Street Updated final configuration signing, Striping and Traffic Signal Plans
  - j. CCO 268: RFI #508 & #507 Soft Stop MBGR
  - k. CCO 285: Modify sheets E-70 and PD-10 at Buena Vista between Winona and NB BV onramp per City standards
  - l. CCO 290: Installation of BWP High Voltage Electrical Conduit on Cradle System at Burbank Bridge and conduit system outside of the bridge as shown on proposed plans and specifications.
  - m. CCO 299: Additional wall mounted LED fixtures at Empire Av.
  - n. CCO 304: Extended Paving for Olive Off-Ramp
  - o. CCO 319: Removal of approach slab at old Burbank Bridge
  - p. CCO 103: Agreed final quantity and payment in Contract Bid Item 79 "ROADWAY EXCAVATION (VOLATILE ORGANIC COMPOUNDS, PETROLEUM HYDROCARBONS AND METALS)"
4. All the delays projected for all unresolved past and known future extra work.
5. All outstanding and/or unpaid and/or short paid extra work bills ("EWB") in dispute, from the beginning of the Project until the date of the settlement.
6. Additional costs (if any) related to all changed quantity Contract (Bid) Item price adjustment, including Contract (Bid) Item No. 24, "Time Related Overhead," are included.
7. No contract time adjustment in CCO 219 (Implementation of 6 Inch Traffic Lines and Discontinued use of Nonreflective pavement markers CPD 17-3).
8. Security Paving hereby fully and finally releases and discharges Caltrans, and Caltrans' past, present and future officials, employees, representatives, agents, attorneys, predecessors, successors and assigns, from all claims, demands, actions, causes of action, rights, remedies, penalties, liens, obligations, costs, expenses, damages, attorneys' fees, losses and liabilities, any kind or nature, whenever or however derived, foreseen or unforeseen, suspected or unsuspected, past, present or future, in any way arising out of or relating to the claims.