

Bill Uphoff, Mayor
Mark A. Waronek, Mayor Pro Tem
James Gazeley, Councilmember
Cindy Segawa, Councilmember
Barry Waite, Councilmember



LOMITA CITY HALL
COUNCIL CHAMBERS
24300 Narbonne Avenue
Lomita, CA 90717
Phone: (310) 325-7110
Fax: (310) 325-4024

Next Resolution No. 2024-14
Next Ordinance No. 862

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, JUNE 4, 2024
6:00 P.M.**

THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBERS. PARTICIPATION BY MEMBERS OF THE PUBLIC IS ONLY GUARANTEED VIA IN-PERSON ATTENDANCE. AS A COURTESY, THE CITY MAY ALSO CHOOSE TO ALLOW PUBLIC PARTICIPATION DURING THE MEETING VIA A COMPUTER OR SMART DEVICE USING THE FOLLOWING ZOOM LINK:

<https://us02web.zoom.us/j/81778767378>

Telephone Option: (669) 900-6833 Meeting ID: 817 7876 7378

Councilmember Gazeley will attend the meeting via Zoom from 25225 Doria Avenue, Lomita CA.

THE COUNCIL MAY SUSPEND PUBLIC PARTICIPATION VIA ZOOM AT ANY TIME, AND THE MEETING WILL NOT BE CANCELLED NOR SUSPENDED IF TECHNICAL ISSUES PRECLUDE OR IMPACT THE ABILITY TO ACCEPT PUBLIC COMMENT OVER ZOOM. SHOULD YOU WISH TO ENSURE YOU CAN PARTICIPATE IN THIS MEETING OR COMMENT ON AN ITEM ON THE AGENDA, YOU MUST SHOW UP IN PERSON AT THE MEETING.

Please note that the City cannot, and does not, guarantee that the above Zoom link or dial in feature will work, that any individual commenter's computer or smart device will operate without issue, or that the City's hosting of the Zoom will work without issue. Members of the public acknowledge this and are on notice that public participation is only guaranteed via attendance in Council Chambers and that the Zoom option is provided as a courtesy only. Technological issues or failure of the Zoom link to be operational for any reason will not result in any pause, recess, or cancellation of the meeting.

If you wish to provide public comment during oral communications or for a particular agenda item, you may either contact the City Clerk's Office before the meeting, at 310-325-7110 ext. 141, complete a speaker card and give it to the City Clerk or if participating via Zoom utilize the "raise hand" function to join the queue to speak when the Mayor calls the item for discussion. Your name and city of residency are requested but not required.

No Lomita Public Financing Authority meeting will be held on this date.

1. OPENING CEREMONIES

- a. Call Meeting to Order
- b. Flag Salute
- c. Invocation – Councilmember Waite
- d. Roll Call

2. APPROVAL OF AGENDA**3. PRESENTATIONS**

- **CERTIFICATE OF RECOGNITION PRESENTED TO JENNIFER MORRIS BARBEE
LAUSD TEACHER OF THE YEAR**
- **60th ANNIVERSARY PROMO VIDEO PRESENTATION**

4. ORAL COMMUNICATIONS

Persons wishing to speak on Consent Agenda items or subjects other than those scheduled are requested to do so at this time. In order to conduct a timely meeting, a three (3) minute time limit per person has been established. Government Code Section 54954.2 prohibits the Council from discussing or taking action on a specific item unless it appears on a posted agenda.

5. ORAL COMMUNICATIONS AND MEETING ATTENDANCE REPORTS FROM THE CITY COUNCIL

The City Council may discuss and act upon items described under Council comments; however, items not on the agenda will be limited to Council reports, announcements, requests for clarification or factual information, or placement of matters on the agenda for a future meeting.

6. CITY MANAGER'S REPORT (information only)**7. CONSENT AGENDA**

All items under the Consent Agenda are considered by the Council to be routine and will be enacted by one motion in the form listed below. There may be separate discussions of these items prior to the time the Council votes on the motion. Specific items may be removed from the Consent Agenda at the request of any Councilmember or staff.

RECOMMENDED ACTION: That Consent Agenda Items 7a-i be approved.

- a. Motion to Waive Full Reading of Ordinances and that They be Read in Title Only

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Special City Council Meetings of March 28, 2024, and March 29, 2024

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Resolution Adopting a Project List for FY 2024-2025 Funded by the Road Repair and Accountability Act of 2017 (SB 1)

RECOMMENDED ACTION: Adopt a resolution and authorize the City Manager or his designee to complete, sign, and submit all required documentation for receipt of Road Maintenance and Rehabilitation Account (RMRA) funds to the appropriate State and other agencies.

RESOLUTION NO. 2024-14 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

- e. Second Reading and Adoption of Ordinance No. 861 for Zoning Map Amendment No. 2024-01, and Zoning Text Amendment No. 2024-03, for 24925-25007 Walnut Street (APNs: 7375-015-901, 7375-015-902, 7375-015-903, and 7375-015-904

RECOMMENDED ACTION: Adopt ordinance and find the project exempt from the California Environmental Quality Act (CEQA).

ORDINANCE NO. 861 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING: (1) ZONING MAP AMENDMENT 2024-01 TO CHANGE THE ZONING DESIGNATION FROM R-1 SINGLE-FAMILY RESIDENTIAL TO THE LOMITA MANOR SPECIFIC PLAN; (2) ZONING TEXT AMENDMENT 2024-03 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), PART 2 (ESTABLISHMENT OF ZONES) TO CREATE ARTICLE 28 THE "LOMITA MANOR SPECIFIC PLAN" FOR 24925-25007 WALNUT STREET (APNs 7375-015-901, 7375-015-902, 7375-015-903, AND 7375-015-904); AND (3) A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- f. Amendment No. 1 to Agreement No. 2021-28 with Michael Baker International

RECOMMENDED ACTION: Approve the First Amendment to Agreement No. 2021-28 with Michael Baker International, extending the term of the agreement until June 30, 2027.

- g. Agreement with Koff & Associates to Provide Executive Recruitment Services for Public Works Director and Community and Economic Development Director; and an Agreement with Willdan for CIP/Water-Related Project Management and Public Works Operational Analysis and Revision of the Public Works Director Job Classification Specifications

RECOMMENDED ACTION: Authorize the City Manager to enter into an agreement with Koff & Associates for Executive Recruitment Services for an amount not to exceed \$48,000; approve the revised Public Works Director Job Classification Specifications; and authorize the City Manager to enter into an agreement with Willdan to provide CIP/Water-Related Project Management and Public Works Operational Analysis in an amount not to exceed \$65,688.

- h. Resolution Authorizing the Execution of a Letter of Intent to Award Schneider Electric Buildings Americas, Inc., the Design-Build Contract for the Lomita City Hall HVAC Upgrade Project

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to sign an Investment Grade Audit Agreement/Letter of Intent to Award Schneider Electric Buildings Americas, Inc., the Design-Build Contract for the Lomita City Hall HVAC Upgrade Project and find this project categorically exempt from the California Environmental Quality Act (CEQA).

RESOLUTION NO. 2024-15 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF INTENT TO AWARD THE DESIGN-BUILD CONTRACT FOR THE LOMITA CITY HALL HVAC UPGRADE PROJECT

- i. Agreement with Rainbow Engineering Associates Inc. for Public Works Project Management Support

RECOMMENDED ACTION: Approve agreement with Rainbow Engineering Associates Inc. for Public Works project management support and authorize the City Manager to execute the Amendment.

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION OF ADOPTING RESOLUTIONS CALLING FOR THE NOVEMBER 5, 2024, GENERAL MUNICIPAL ELECTION**

Presented by Andrew Vialpando, City Manager

RECOMMENDED ACTION: Adopt Resolutions calling for the November 5, 2024, General Municipal Election and consolidation with the Statewide General Election.

RESOLUTION NO. 2024-16 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF TWO (2) MEMBERS OF THE CITY COUNCIL AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

RESOLUTION NO. 2024-17 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

RESOLUTION NO. 2024-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

- b. DISCUSSION AND CONSIDERATION OF COMMISSIONER APPOINTMENTS TO THE PARKS AND RECREATION, PLANNING, AND PUBLIC SAFETY AND TRAFFIC COMMISSIONS**

Presented by Andrew Vialpando, City Manager

RECOMMENDED ACTION: Consider candidates to fill one seat (scheduled vacancies due to terms ending June 2024) each on the following commissions, with terms to end June 2028: Parks and Recreation Commission, Planning Commission, and Public Safety and Traffic Commission.

- c. DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH JAMES EVENT PRODUCTIONS, INC. FOR FOUNDER'S DAY 2024 EQUIPMENT RENTAL AND FISCAL YEAR 2022-24 BUDGET APPROPRIATION**

Presented by Emma Kelley, Parks & Recreation Director

RECOMMENDED ACTION: Authorize the City Manager to execute an agreement with James Event Productions, Inc. for Founder's Day 2024 Equipment Rental in the amount of \$47,750; and appropriate an additional \$55,000 from the Fiscal Year 2024 General Fund Available Funds for the Founders Day Celebration event for a total amount of \$205,000.

9. PUBLIC HEARINGS

- a. DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE CITY OF LOMITA'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2024-2025**

Presented by Carla Dillon, P.E., Public Works Director

RECOMMENDED ACTION: Conduct the required public hearing, and adopt Resolution 2024-19 approving the Landscape Maintenance District No. 1 assessment for FY 2024-25.

RESOLUTION NO. 2024-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE CITY OF LOMITA'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2024-25

- b. **DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2024-04, AN ORDINANCE AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) CHAPTER 1 (ZONING) TO ADD INDOOR RECREATIONAL USES PERMITTED BY A CONDITIONAL USE PERMIT OR BY RIGHT WITHIN THE C-R (COMMERCIAL-RETAIL), C-G (COMMERCIAL-GENERAL), AND D-C (DOWNTOWN, COMMERCIAL) ZONING DISTRICTS**

Presented by Brianna Rindge, Director of Community & Economic Development

RECOMMENDED ACTION: Conduct a public hearing and concur with Planning Commission's recommendation to introduce on first reading an ordinance to amend the Lomita Municipal Code to add indoor recreation uses permitted by a conditional use permit or by right within the City's commercial zoning districts and finding exemption from the California Environment Quality Act (CEQA).

ORDINANCE NO. 862 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), TO ADD INDOOR RECREATIONAL USES PERMITTED BY A CONDITIONAL USE PERMIT OR BY RIGHT WITHIN THE C-R (COMMERCIAL-RETAIL), C-G (COMMERCIAL-GENERAL), AND D-C (DOWNTOWN, COMMERCIAL) ZONING DISTRICTS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

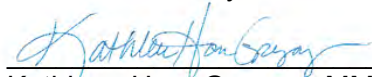
10. ADJOURNMENT

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection via the City's website and copies are available for public inspection beginning the next regular business day in the City Clerk's Office, 24300 Narbonne Avenue, Lomita.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, please contact the office of the City Clerk at (310) 325-7110. Notification at least forty-eight (48) hours prior to the meeting will enable the City to make reasonable arrangements.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours prior to the meeting at the following locations: Lomita City Hall, Lomita Park, and uploaded to the City of Lomita website: <https://lomitacity.com/agendas-minutes/>.

Date Posted: May 31, 2024



Kathleen Horn Gregory, MMC, City Clerk

**MINUTES OF THE
LOMITA CITY COUNCIL
SPECIAL MEETING
WEDNESDAY, FEBRUARY 28, 2024**

1. OPENING CEREMONIES

a. Call Meeting to Order

The special meeting of the Lomita City Council was called to order by Mayor Uphoff at 12:10 p.m. on Wednesday, February 28, 2024, in the Don Knabe Community Room, 24210 Narbonne Avenue, Lomita, California.

b. Roll Call

PRESENT: Councilmembers Gazeley, Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

ABSENT: None

STAFF PRESENT: Interim City Manager Hoefgen, Assistant City Manager Sugano, City Attorney Rusin

2. PUBLIC COMMENTS

There were no requests to speak during oral communications.

RECESS TO CLOSED SESSION

3. CLOSED SESSION ITEMS

a. **PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code section 54957
Title: City Manager

b. **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code section 54957.6
Agency Representatives: City Attorney Trevor Rusin, Interim City Manager Joe Hoefgen
Unrepresented Employee: City Manager

RECONVENE IN OPEN SESSION

4. CLOSED SESSION ANNOUNCEMENT

City Attorney Rusin announced that the City Council met in open session at 12:00 p.m., held public comments, and then recessed to closed session to discuss the items on the agenda. All Councilmembers were present and there was no reportable action taken.

5. ADJOURNMENT

There being no further business to discuss, Mayor Uphoff adjourned the meeting at 4:08 p.m.

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

**MINUTES OF THE
LOMITA CITY COUNCIL
SPECIAL MEETING
THURSDAY, FEBRUARY 29, 2024**

1. OPENING CEREMONIES

a. Call Meeting to Order

The special meeting of the Lomita City Council was called to order by Mayor Uphoff at 2:04 p.m. on Thursday, February 29, 2024, in the Don Knabe Community Room, 24210 Narbonne Avenue, Lomita, California.

b. Roll Call

PRESENT: Councilmembers Gazeley, Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

ABSENT: None

STAFF PRESENT: Interim City Manager Hoefgen, Assistant City Manager Sugano, City Attorney Rusin

2. PUBLIC COMMENTS

There were no requests to speak during oral communications.

RECESS TO CLOSED SESSION

3. CLOSED SESSION ITEMS

a. **PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Government Code section 54957
Title: City Manager

b. **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code section 54957.6
Agency Representatives: City Attorney Trevor Rusin, Interim City Manager Joe Hoefgen
Unrepresented Employee: City Manager

RECONVENE IN OPEN SESSION

4. CLOSED SESSION ANNOUNCEMENT

City Attorney Rusin announced that the City Council met in open session at 2:04 p.m., held public comments, and then recessed to closed session to discuss the items on the agenda. All Councilmembers were present and there was no reportable action taken.

5. ADJOURNMENT

There being no further business to discuss, Mayor Uphoff adjourned the meeting at 5:25 p.m.

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: June 4, 2024
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

June 4, 2024	TOTAL WARRANTS ISSUED:	\$388,806.43
	Wires Transfers:	11107-11114
	Prepay:	532683
	Check Numbers:	532684-532760

Total Pages of Register: 13

May 17, 2024	TOTAL PAYROLL ISSUED:	\$133,805.19
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 13 inclusive of the check register are accurate and funds are available for payment thereof:

Susan Kamada

Susan Kamada
Administrative Services Director



Lomita, CA

Warrant Register

By Vendor Name

Payment Dates 5/22/2024 - 6/4/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 6948 - A1 Lawnmower Shop					
532684	06/04/2024	A1 Lawnmower Shop	01453	Topper	33.07
532684	06/04/2024	A1 Lawnmower Shop	01460	Topper	44.10
Vendor 6948 - A1 Lawnmower Shop				Total:	77.17
Vendor: 7114 - ACE Party Rents					
532685	06/04/2024	ACE Party Rents	0037823	Tables Rental	675.00
532685	06/04/2024	ACE Party Rents	0037823	Tables Rental-Deliver	150.00
532685	06/04/2024	ACE Party Rents	0037823	Tables Rental-Damage Waiver	49.35
532685	06/04/2024	ACE Party Rents	0037823	Tables Rental-Set-up	30.00
532685	06/04/2024	ACE Party Rents	0037823	Tables Rental-Surcharge	21.15
Vendor 7114 - ACE Party Rents				Total:	925.50
Vendor: 7353 - ACE Torrance Industrial Hardware					
532686	06/04/2024	ACE Torrance Industrial Hard...	011656	Nozzle Gun Metal	9.91
532686	06/04/2024	ACE Torrance Industrial Hard...	011656	Nylon Mandrel Mounted Cup ...	16.47
532686	06/04/2024	ACE Torrance Industrial Hard...	011662	Hammer Rip 16 oz	15.42
532686	06/04/2024	ACE Torrance Industrial Hard...	011662	Trash Can 31 Gal	167.10
532686	06/04/2024	ACE Torrance Industrial Hard...	011662	Folding Knife	11.01
532686	06/04/2024	ACE Torrance Industrial Hard...	011669	Drain Boiler Brass	15.39
532686	06/04/2024	ACE Torrance Industrial Hard...	011669	Thread Seal Tape	1.53
Vendor 7353 - ACE Torrance Industrial Hardware				Total:	236.83
Vendor: 0180 - Administrative Services Co-op, Inc.					
532687	06/04/2024	Administrative Services Co-op,...	240412	DAR April 24	11,045.49
Vendor 0180 - Administrative Services Co-op, Inc. Total:					11,045.49
Vendor: 7445 - All City Management Services, Inc.					
532688	06/04/2024	All City Management Services, ..	93548	Crossing Guard Services	5,724.75
Vendor 7445 - All City Management Services, Inc. Total:					5,724.75
Vendor: 6664 - Alliant Insurance Services					
532689	06/04/2024	Alliant Insurance Services	2673250	Special Event Insurance	297.00
Vendor 6664 - Alliant Insurance Services				Total:	297.00
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
532690	06/04/2024	Allied Waste Transfer Services ..	4404-000022579	Dump Fee	140.83
532690	06/04/2024	Allied Waste Transfer Services ..	4404-000022579	Dump Fee	106.69
532690	06/04/2024	Allied Waste Transfer Services ..	4404-000022579	Dump Fee	837.52
532690	06/04/2024	Allied Waste Transfer Services ..	4404-000022579	Dump Fee	775.64
Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS)				Total:	1,860.68
Vendor: 12155 - Amazon Capital Services					
532691	06/04/2024	Amazon Capital Services	1RWC-TGL9-XGR4	File Folders Jacket	54.12
532691	06/04/2024	Amazon Capital Services	1WM6-Y1XN-MN94	Stylus Pen for iPad	22.04
532691	06/04/2024	Amazon Capital Services	1WM6-Y1XN-MN94	Tempered Glass Screen Protec...	22.04
532691	06/04/2024	Amazon Capital Services	1WM6-Y1XN-MN94	iPad Mini Case	24.24
532691	06/04/2024	Amazon Capital Services	1WM6-Y1XN-MN94	Apple Pencil (2nd Generation)	87.10
Vendor 12155 - Amazon Capital Services Total:					209.54
Vendor: 7408 - American Fidelity					
11112	06/01/2024	American Fidelity	2361811A	Employee Flexible Spending A...	1,438.31
Vendor 7408 - American Fidelity				Total:	1,438.31
Vendor: 0285 - Amtech Elevator Services					
532692	06/04/2024	Amtech Elevator Services	151401578503	Elevator Maintenance June-A...	671.34
Vendor 0285 - Amtech Elevator Services				Total:	671.34
Vendor: 13044 - Angelina Rosario					
532693	06/04/2024	Angelina Rosario	2004465.001	Refund-Picnic Shelter Deposit-...	75.00
Vendor 13044 - Angelina Rosario Total:					75.00

Warrant Register

Payment Dates: 5/22/2024 - 6/4/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12257 - Aramsco Inc.					
532694	06/04/2024	Aramsco Inc.	S6460311.001	Center Pull Towels 6-Case	71.55
532694	06/04/2024	Aramsco Inc.	S6460311.001	Black Liners B60XH 36 X 58	153.36
532694	06/04/2024	Aramsco Inc.	S6460311.001	Toilet Tissue 9" 2-Ply Jumbo	184.03
532694	06/04/2024	Aramsco Inc.	S6460311.001	Liners-Black 33 X 39 250/Cs	213.47
532694	06/04/2024	Aramsco Inc.	S6460311.001	Toilet Seat Covers 1/2 Fold 25...	97.42
532694	06/04/2024	Aramsco Inc.	S6460311.001	Multi Fold Towels 250-Pk 16 P...	293.64
Vendor 12257 - Aramsco Inc. Total:					1,013.47
Vendor: 6705 - Atlas Marketing Products					
532695	06/04/2024	Atlas Marketing Products	4163	Underbrim Lifeguard Hats w/...	4,547.82
532695	06/04/2024	Atlas Marketing Products	4163	Underbrim Lifeguard Hats-Set...	137.81
532695	06/04/2024	Atlas Marketing Products	4164	Underbrim Lifeguard Hats w/...	4,547.81
Vendor 6705 - Atlas Marketing Products Total:					9,233.44
Vendor: 3334 - Autozone, Inc.					
532696	06/04/2024	Autozone, Inc.	2859939516	Long Life Bulbs	9.32
532696	06/04/2024	Autozone, Inc.	2859939516	Duralast Gold Battery	158.75
532696	06/04/2024	Autozone, Inc.	2859939516	Battery Install Kit	3.66
532696	06/04/2024	Autozone, Inc.	2859939516	Mini B Sylvania Long Life Bulbs	6.80
Vendor 3334 - Autozone, Inc. Total:					178.53
Vendor: 0415 - B.D. White Top Soil Co.					
532697	06/04/2024	B.D. White Top Soil Co.	90359	Brown Bark	275.63
Vendor 0415 - B.D. White Top Soil Co. Total:					275.63
Vendor: 7113 - Bee 'N Wasp Nest Removal					
532698	06/04/2024	Bee 'N Wasp Nest Removal	958326	Bees Removal	150.00
Vendor 7113 - Bee 'N Wasp Nest Removal Total:					150.00
Vendor: 3168 - California Banner & Sign Co.					
532699	06/04/2024	California Banner & Sign Co.	20553	Custom Sign, Engrave Sign 3 1...	295.65
Vendor 3168 - California Banner & Sign Co. Total:					295.65
Vendor: 12810 - California Greenhouses & OC Succulents					
532700	06/04/2024	California Greenhouses & OC ...	201-50805	10"/5G Crassula Ovata Sunset	52.09
532700	06/04/2024	California Greenhouses & OC ...	201-50805	4" Kalanchoe Thyrsiflora	9.92
532700	06/04/2024	California Greenhouses & OC ...	201-50805	10"/5G Agave Attenuata	52.09
532700	06/04/2024	California Greenhouses & OC ...	201-50805	4" Senecio Mandraliscae	9.65
Vendor 12810 - California Greenhouses & OC Succulents Total:					123.75
Vendor: 7319 - California State Disbursement Unit					
532701	06/04/2024	California State Disbursement...	060724-1622	Employee Garnishment-Pay D...	230.76
Vendor 7319 - California State Disbursement Unit Total:					230.76
Vendor: 13045 - Cameron Coulter					
532702	06/04/2024	Cameron Coulter	2004467.001	Refund-Picnic Shelter Deposit-...	75.00
Vendor 13045 - Cameron Coulter Total:					75.00
Vendor: 6687 - Canon Financial Services, Inc.					
532703	06/04/2024	Canon Financial Services, Inc.	32583015	Public Work & Recreation Cop...	352.49
Vendor 6687 - Canon Financial Services, Inc. Total:					352.49
Vendor: 12396 - Carolina Lopez					
532704	06/04/2024	Carolina Lopez	2004466.001	Refund-Picnic Shelter Deposit-...	40.00
Vendor 12396 - Carolina Lopez Total:					40.00
Vendor: 3561 - CivicPlus, LLC					
532705	06/04/2024	CivicPlus, LLC	297210	Municode Administrative Sup...	350.00
Vendor 3561 - CivicPlus, LLC Total:					350.00
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
532706	06/04/2024	Clinical Laboratory of San Ber...	2400768	Water Quality Report April 24	1,550.00
Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:					1,550.00
Vendor: 6384 - Control Air Enterprises, LLC					
532707	06/04/2024	Control Air Enterprises, LLC	1041005	Troubleshoot the Software Issu...	1,350.00
Vendor 6384 - Control Air Enterprises, LLC Total:					1,350.00

Warrant Register

Payment Dates: 5/22/2024 - 6/4/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12831 - County of Los Angeles Internal Services Department					
532708	06/04/2024	County of Los Angeles Internal...	99055042401	LARIAC7	2,804.00
532708	06/04/2024	County of Los Angeles Internal...	99055042401	LARIAC7	2,804.00
532708	06/04/2024	County of Los Angeles Internal...	99055042401	LARIAC7	2,804.00
532708	06/04/2024	County of Los Angeles Internal...	99055042401	LARIAC7	2,804.00
Vendor 12831 - County of Los Angeles Internal Services Department Total:					11,216.00
Vendor: 12904 - Cristina Allred					
532709	06/04/2024	Cristina Allred	2004464.001	Refund-Softball Diamond Dep...	100.00
Vendor 12904 - Cristina Allred Total:					100.00
Vendor: 12832 - Daniel Engstrom					
532710	06/04/2024	Daniel Engstrom	5021	Band for Founder's Day	2,500.00
Vendor 12832 - Daniel Engstrom Total:					2,500.00
Vendor: 12883 - De Novo Planning Group					
532711	06/04/2024	De Novo Planning Group	4234	Lomita General Plan Update	150,412.33
Vendor 12883 - De Novo Planning Group Total:					150,412.33
Vendor: 12290 - Duncan's Soo Bahk Do, LLC					
532712	06/04/2024	Duncan's Soo Bahk Do, LLC	051824	Karate Class Instructor	2,030.00
Vendor 12290 - Duncan's Soo Bahk Do, LLC Total:					2,030.00
Vendor: 13012 - Eclipse Mapping and GIS, LLC					
532713	06/04/2024	Eclipse Mapping and GIS, LLC	704117	Eos Arrow 100 GNSS Kit, Inclu...	3,331.99
532713	06/04/2024	Eclipse Mapping and GIS, LLC	704117	Arrow 100 Pole Mount Kit	270.11
532713	06/04/2024	Eclipse Mapping and GIS, LLC	704117	RAM Pole Bracket for Phone/l...	99.23
Vendor 13012 - Eclipse Mapping and GIS, LLC Total:					3,701.33
Vendor: 12001 - Evangelina Hernandez					
532714	06/04/2024	Evangelina Hernandez	052024	Mileage Reimbursement	182.24
Vendor 12001 - Evangelina Hernandez Total:					182.24
Vendor: 12833 - Five Star Talent					
532715	06/04/2024	Five Star Talent	051524	Band for Founder's Day	2,300.00
Vendor 12833 - Five Star Talent Total:					2,300.00
Vendor: 13001 - Frederic Aboujaoude					
532716	06/04/2024	Frederic Aboujaoude	05282024	Wellness Reimbursement	150.00
532716	06/04/2024	Frederic Aboujaoude	052824	Mileage Reimbursement	44.22
Vendor 13001 - Frederic Aboujaoude Total:					194.22
Vendor: 12851 - Get Around Sound					
532717	06/04/2024	Get Around Sound	052224	Founder's Day-2 Days Sound S...	5,070.00
Vendor 12851 - Get Around Sound Total:					5,070.00
Vendor: 7144 - Hazen and Sawyer, P.C.					
532718	06/04/2024	Hazen and Sawyer, P.C.	20007-010-0000036	Consulting Services-CWPF	2,362.50
Vendor 7144 - Hazen and Sawyer, P.C. Total:					2,362.50
Vendor: 3052 - Home Depot Credit Services					
532719	06/04/2024	Home Depot Credit Services	1090376	Utility Knife	9.89
532719	06/04/2024	Home Depot Credit Services	1090376	Easy Rinse Clean Microfiber	29.65
532719	06/04/2024	Home Depot Credit Services	1090376	Lysol All Purpose 144 oz	13.87
532719	06/04/2024	Home Depot Credit Services	1623214	Silicone Sink Strainer Basket	23.11
532719	06/04/2024	Home Depot Credit Services	1623214	1/2" FIP x 20" Braided Faucet...	19.78
532719	06/04/2024	Home Depot Credit Services	1623214	Swiffer Duster 18 Ct	17.38
532719	06/04/2024	Home Depot Credit Services	1623214	Braided Polymer Faucet Suppl...	17.30
532719	06/04/2024	Home Depot Credit Services	1623214	Swiffer Duster Extendable Kit	14.30
532719	06/04/2024	Home Depot Credit Services	5644198	Anti-Microbial Blend String W...	31.65
532719	06/04/2024	Home Depot Credit Services	5644198	31 Qt. Tandem Mop Bucket	69.42
532719	06/04/2024	Home Depot Credit Services	5644198	Clear Advanced Siliconized Kit...	8.80
532719	06/04/2024	Home Depot Credit Services	5644198	24 Blend String Mop	19.81
532719	06/04/2024	Home Depot Credit Services	6104295	in. x 6 in. x 4 ft. Spruce/Pine/Fi...	8.31
532719	06/04/2024	Home Depot Credit Services	6104295	Wood Screw	3.04
532719	06/04/2024	Home Depot Credit Services	6104295	Flat Washer	4.52
532719	06/04/2024	Home Depot Credit Services	6104295	Lumber Fee	0.08
532719	06/04/2024	Home Depot Credit Services	8014843	Hand Pruner	33.05

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532719	06/04/2024	Home Depot Credit Services	8014843	Transfer Shovel	22.03
532719	06/04/2024	Home Depot Credit Services	8014843	Digging Shovel	22.03
532719	06/04/2024	Home Depot Credit Services	8014843	Auto Lock Tape Measurement	19.11
532719	06/04/2024	Home Depot Credit Services	8014843	Safety Glasses	28.63
532719	06/04/2024	Home Depot Credit Services	8014843	Safety Glasses	30.07
532719	06/04/2024	Home Depot Credit Services	8014843	1 gal. Bar and Chain Oil	16.50
532719	06/04/2024	Home Depot Credit Services	8014843	36" Super Strong Bungee	22.01
532719	06/04/2024	Home Depot Credit Services	8014843	Grip Duck Canvas Glove	72.06
532719	06/04/2024	Home Depot Credit Services	8014843	Rubber Tarp Strap	10.52
532719	06/04/2024	Home Depot Credit Services	8014843	Pin Clips	4.94
532719	06/04/2024	Home Depot Credit Services	8014843	26" Strap	8.80
532719	06/04/2024	Home Depot Credit Services	8014843	Gripper Knit Glove	16.03
532719	06/04/2024	Home Depot Credit Services	9515494	Lysol Lemon Breeze Multipur...	7.03
532719	06/04/2024	Home Depot Credit Services	9515494	4 oz. Fast-Acting Penetrant Dr...	11.46
532719	06/04/2024	Home Depot Credit Services	9515494	Hand Soap	11.00
532719	06/04/2024	Home Depot Credit Services	9515494	Clorox Disinfect Wipers 4 X 75...	19.38
532719	06/04/2024	Home Depot Credit Services	9515494	Twist-N-Lock 75 lbs. Drywall A...	34.71
532719	06/04/2024	Home Depot Credit Services	9643602	AAA Batteries	21.86
Vendor 3052 - Home Depot Credit Services				Total:	702.13
Vendor: 13047 - Jacqueline Sanchez					
532720	06/04/2024	Jacqueline Sanchez	2004470.001	Refund-Tom Rico Deposit- Res...	200.00
Vendor 13047 - Jacqueline Sanchez				Total:	200.00
Vendor: 4675 - Jason Filbern					
532721	06/04/2024	Jason Filbern	051624	Wellness Reimbursement	150.00
Vendor 4675 - Jason Filbern				Total:	150.00
Vendor: 12069 - Joe A. Gonsalves & Son					
532722	06/04/2024	Joe A. Gonsalves & Son	161634	Consulting Services May 24	3,000.00
Vendor 12069 - Joe A. Gonsalves & Son				Total:	3,000.00
Vendor: 7498 - Johnson Controls Security Solutions					
532723	06/04/2024	Johnson Controls Security Solu...	40159441	Museum Security June-August...	302.48
Vendor 7498 - Johnson Controls Security Solutions				Total:	302.48
Vendor: 13046 - Juliz Ramirez					
532724	06/04/2024	Juliz Ramirez	2004468.001	Refund-Tom Rico Deposit- No...	200.00
Vendor 13046 - Juliz Ramirez				Total:	200.00
Vendor: 12614 - Ken Beckenstein					
532725	06/04/2024	Ken Beckenstein	051524	Band for Founder's Day	825.00
Vendor 12614 - Ken Beckenstein				Total:	825.00
Vendor: 13043 - Kevin Gondim					
532726	06/04/2024	Kevin Gondim	89	Jazz Band for A Night at the M...	700.00
Vendor 13043 - Kevin Gondim				Total:	700.00
Vendor: 3130 - L.A. County Department of Animal Care & Control					
532727	06/04/2024	L.A. County Department of An...	April 24	Animal Housing April 24	-957.50
532727	06/04/2024	L.A. County Department of An...	April 24	Animal Housing April 24	5,059.88
Vendor 3130 - L.A. County Department of Animal Care & Control				Total:	4,102.38
Vendor: 6105 - L.A. County Registrar-Recorder/County Clerk					
532728	06/04/2024	L.A. County Registrar-Recorde...	060424	Documentation Filling Fee	75.00
532729	06/04/2024	L.A. County Registrar-Recorde...	060424-Zone G	Documentation Filling Fee-Zo...	75.00
Vendor 6105 - L.A. County Registrar-Recorder/County Clerk				Total:	150.00
Vendor: 3331 - Lee's Tires					
532730	06/04/2024	Lee's Tires	87732	2023 Nissan Leaf Tire Replac...	156.13
532730	06/04/2024	Lee's Tires	87732	2023 Nissan Leaf Tire Replac...	19.50
Vendor 3331 - Lee's Tires				Total:	175.63
Vendor: 13040 - Leon Chalnack					
532731	06/04/2024	Leon Chalnack	10053	Band for Founder's Day	1,800.00
Vendor 13040 - Leon Chalnack				Total:	1,800.00

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 6442 - Lincoln National Life Insurance Co.					
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	63.44
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	364.00
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	109.05
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	21.84
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	34.82
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	173.66
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	27.25
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	5.20
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	10.40
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	343.89
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	52.00
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	264.86
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	27.56
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	163.22
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	30.68
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	116.80
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	23.03
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	20.80
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	29.12
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	110.04
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	45.76
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	138.76
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	67.32
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	20.80
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	13.55
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	3.12
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	5.74
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	2.08
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	73.23
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	9.36
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	6.24
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	30.65
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	27.56
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	135.65
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	29.16
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	5.20
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	114.40
11113	06/03/2024	Lincoln National Life Insurance...	4703143002	Employee Life/STD/LTD Insur...	532.24
Vendor 6442 - Lincoln National Life Insurance Co.				Total:	3,252.48
Vendor: 3409 - Lomita Mail & Print					
532732	06/04/2024	Lomita Mail & Print	62221	Mail Services	230.69
				Vendor 3409 - Lomita Mail & Print Total:	230.69
Vendor: 3069 - M & N Trophies					
532733	06/04/2024	M & N Trophies	5621	Name Plate	30.25
532733	06/04/2024	M & N Trophies	5647	State Senator Plaque	93.50
				Vendor 3069 - M & N Trophies	Total: 123.75
Vendor: 6020 - Mark Waronek					
532734	06/04/2024	Mark Waronek	051424	Mileage & Expenses Reimburs...	770.50
				Vendor 6020 - Mark Waronek	Total: 770.50
Vendor: 3085 - Mark's Lock & Safe, Inc.					
532735	06/04/2024	Mark's Lock & Safe, Inc.	0000037202	Transfer Atrium Account	131.25
				Vendor 3085 - Mark's Lock & Safe, Inc.	Total: 131.25
Vendor: 3217 - MissionSquare Retirement					
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	12,196.08
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	1,485.88
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	336.56
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	13.48
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	156.39

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	106.11
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	345.10
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	316.76
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	213.12
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	163.26
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	183.10
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	239.11
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	188.47
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	29.22
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	20.34
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	395.91
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	91.45
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	77.54
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	156.36
11109	05/22/2024	MissionSquare Retirement	PE051024	Deferred Compensation Pay D...	1,110.22
Vendor 3217 - MissionSquare Retirement Total:					17,824.46
Vendor: 4669 - Mondher Saied					
11111	06/03/2024	Mondher Saied	June 24	Cobra Benefits June 24	338.87
11111	06/03/2024	Mondher Saied	June 24	Cobra Benefits June 24	414.18
Vendor 4669 - Mondher Saied					Total: 753.05
Vendor: 7465 - MSW Consultants, Inc.					
532736	06/04/2024	MSW Consultants, Inc.	781	Minerva Annual Software Lice...	14,000.00
Vendor 7465 - MSW Consultants, Inc.					Total: 14,000.00
Vendor: 7496 - Numa Networks					
532737	06/04/2024	Numa Networks	36316	Agenda Management Service...	525.00
532737	06/04/2024	Numa Networks	36316	Agenda Management Service...	525.00
532737	06/04/2024	Numa Networks	36318	Aruba Networking Central AP ...	307.99
532737	06/04/2024	Numa Networks	36318	Aruba Networking Central AP ...	307.99
Vendor 7496 - Numa Networks					Total: 1,665.98
Vendor: 6594 - Office Depot Business Solutions, LLC					
532738	06/04/2024	Office Depot Business Solutio...	363202753001	Toner Brother, TN223BK	58.38
532738	06/04/2024	Office Depot Business Solutio...	364379607001	Toner 410A Black	87.58
532738	06/04/2024	Office Depot Business Solutio...	367228072001	McCafe Ground Coffee, Premi...	35.97
532738	06/04/2024	Office Depot Business Solutio...	367228072001	Sugar, Pack Of 3 Canisters	9.05
532738	06/04/2024	Office Depot Business Solutio...	367228072001	Green Tea with Lemon	8.71
532738	06/04/2024	Office Depot Business Solutio...	367241471001	Copy Paper	51.81
532738	06/04/2024	Office Depot Business Solutio...	367241471001	Tissue Kleenex 6-Pk	16.05
Vendor 6594 - Office Depot Business Solutions, LLC Total:					267.55
Vendor: 7143 - Onward Engineering					
532739	06/04/2024	Onward Engineering	7488	Design Services for Zone G Wa...	6,553.50
Vendor 7143 - Onward Engineering					Total: 6,553.50
Vendor: 12152 - OpenGov, Inc.					
532740	06/04/2024	OpenGov, Inc.	INV13483	Business Licensing and Permitt..	15,000.00
532740	06/04/2024	OpenGov, Inc.	INV13483	Business Licensing and Permitt..	5,000.00
532740	06/04/2024	OpenGov, Inc.	INV13483	Business Licensing and Permitt..	5,000.00
Vendor 12152 - OpenGov, Inc. Total:					25,000.00
Vendor: 3446 - Pacific Coast Glove & Safety, Inc.					
532741	06/04/2024	Pacific Coast Glove & Safety, I...	10081509	Winter Breaker Yellow	76.23
532741	06/04/2024	Pacific Coast Glove & Safety, I...	10081509	Vest Orange Mesk	32.91
Vendor 3446 - Pacific Coast Glove & Safety, Inc. Total:					109.14
Vendor: 4105 - Pacific Western Bank					
11107	05/22/2024	Pacific Western Bank	PE051024A	State Tax Withholdings-Pay E...	7,266.63
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	19,300.35
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	2,658.76
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	9.42
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	331.43
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	100.50
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	148.64

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	32.09
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	31.12
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	248.10
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	37.06
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	6.21
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	152.85
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	116.09
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	17.77
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	108.25
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	133.24
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	111.63
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	136.70
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	6.43
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	45.06
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	72.91
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	8.20
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	12.85
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	7.43
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	1.06
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	60.37
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	29.42
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	135.07
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	32.45
11108	05/22/2024	Pacific Western Bank	PE051024	Federal & Medicare Taxes-Pay...	526.39
Vendor 4105 - Pacific Western Bank				Total:	31,884.48

Vendor: 4080 - PERS Long-Term Care Program

532742	06/04/2024	PERS Long-Term Care Program	15334624	Employee Long Term Care Ins...	336.88
532742	06/04/2024	PERS Long-Term Care Program	15334624	Employee Long Term Care Ins...	59.45
Vendor 4080 - PERS Long-Term Care Program Total:					396.33

Vendor: 4090 - Public Employee Retirement System

11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	13,699.40
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	26.56
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	917.14
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	795.19
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	376.03
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	204.50
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	234.71
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	276.88
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	268.11
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	610.73
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	338.60
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	173.78
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	204.89
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	1,433.80
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	379.72
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	180.07
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	495.34
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	330.14
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	386.51
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	330.10
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	365.25
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	731.51
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	373.14
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	344.89
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	520.59
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	152.50
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	363.78
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	47.19
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	33.53
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	18.46

Warrant Register

Payment Dates: 5/22/2024 - 6/4/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	41.46
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	2.95
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	161.85
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	265.06
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	62.92
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	67.06
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	73.84
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	89.38
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	566.77
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	281.63
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	173.78
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	848.32
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	1,227.36
11114	05/22/2024	Public Employee Retirement S...	PE051024	Retirement Contributions-Pay...	1,449.07
Vendor 4090 - Public Employee Retirement System				Total:	29,924.49
Vendor: 13042 - Robert Thomas					
532743	06/04/2024	Robert Thomas	051724	Dial-A-Ride Refund	15.00
Vendor 13042 - Robert Thomas				Total:	15.00
Vendor: 3066 - Rusher Air Conditioning					
532744	06/04/2024	Rusher Air Conditioning	2101506	CH-Checked Outside Air Temp...	231.00
Vendor 3066 - Rusher Air Conditioning				Total:	231.00
Vendor: 3134 - S & J Supply Co., Inc.					
532745	06/04/2024	S & J Supply Co., Inc.	S100230307.001	DR18PB6 6" C900 DR18 CL235...	1,058.39
532745	06/04/2024	S & J Supply Co., Inc.	S100230307.001	S4006P 6" Stargrip Kit F/PVC S...	183.02
532745	06/04/2024	S & J Supply Co., Inc.	S100230307.001	IMJ90 6" DI MJ90 EII CL L/A I...	143.33
532745	06/04/2024	S & J Supply Co., Inc.	S100230334.001	PWT 102 2" X 10' Mil Pipe Wr...	19.85
532745	06/04/2024	S & J Supply Co., Inc.	S100230334.001	PS36 36" X 100' Clr Polywrap V...	82.68
Vendor 3134 - S & J Supply Co., Inc.				Total:	1,487.27
Vendor: 6750 - Samurai Action Studio, Inc.					
532746	06/04/2024	Samurai Action Studio, Inc.	051424	Gymnastics Instructor	846.30
Vendor 6750 - Samurai Action Studio, Inc.				Total:	846.30
Vendor: 7394 - Sharmone P. La Rose					
532747	06/04/2024	Sharmone P. La Rose	052224	Yoga Class Instructor	895.30
Vendor 7394 - Sharmone P. La Rose				Total:	895.30
Vendor: 13041 - Shawn Blakely					
532748	06/04/2024	Shawn Blakely	163	Band for Founder's Day	1,500.00
Vendor 13041 - Shawn Blakely				Total:	1,500.00
Vendor: 6944 - South Coast A.Q.M.D.					
532749	06/04/2024	South Coast A.Q.M.D.	4347274	AQMD Fee-July 2023-June 20...	161.81
Vendor 6944 - South Coast A.Q.M.D.				Total:	161.81
Vendor: 5050 - Southern California Edison Co.					
532683	05/28/2024	Southern California Edison Co.	700037130331-051624	City Hall	6,457.71
532683	05/28/2024	Southern California Edison Co.	700315053620-051624	Lomita Park	16.66
532683	05/28/2024	Southern California Edison Co.	700480902095-052124	Narbonne Pedestrian Crosswa...	117.59
532683	05/28/2024	Southern California Edison Co.	700887749906-051524	Traffic Signals	8.68
Vendor 5050 - Southern California Edison Co.				Total:	6,600.64
Vendor: 3214 - State Controller - Departmental Acct. Office					
532750	06/04/2024	State Controller - Department...	FTB-00007037	FTB Offsets	545.10
Vendor 3214 - State Controller - Departmental Acct. Office				Total:	545.10
Vendor: 6085 - Thompson Building Materials					
532751	06/04/2024	Thompson Building Materials	IV-I66960	Sir Mix 90 lb Concrete Mix	71.66
532751	06/04/2024	Thompson Building Materials	IV-I66977	Plaster Sand Scoop	99.07
532751	06/04/2024	Thompson Building Materials	IV-I66977	Misc Base Skip	37.49
532751	06/04/2024	Thompson Building Materials	IV-I66979	Misc Base Skip	37.49
532751	06/04/2024	Thompson Building Materials	IV-I67107	Floor Chisel	19.67
532751	06/04/2024	Thompson Building Materials	IV-I67107	Hydran Adapter 2.5 X 3/4	115.30
532751	06/04/2024	Thompson Building Materials	IV-I67107	Nozzle Full Size Comfort Grip	8.35

Warrant Register

Payment Dates: 5/22/2024 - 6/4/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532751	06/04/2024	Thompson Building Materials	IV-I67107	2" Silver Duct Tape	11.74
532751	06/04/2024	Thompson Building Materials	IV-I67107	Safety Glasses	15.68
532751	06/04/2024	Thompson Building Materials	IV-I67107	WD-40	25.80
532751	06/04/2024	Thompson Building Materials	IV-I67107	Marking Paint	19.32
532751	06/04/2024	Thompson Building Materials	IV-I67107	Marking Paint	17.53
532751	06/04/2024	Thompson Building Materials	IV-I67298	Plaster Sand Scoop	198.14
532751	06/04/2024	Thompson Building Materials	IV-I67311	Black Latex Coated Glove	4.87
532751	06/04/2024	Thompson Building Materials	IV-I67311	Orange Hand Cleaner 48 oz	13.14
532751	06/04/2024	Thompson Building Materials	IV-I67311	Misc Base Skip	74.97
532751	06/04/2024	Thompson Building Materials	IV-I67376	2 X 4 X 16 D.F. Form Lumber	43.16
532751	06/04/2024	Thompson Building Materials	IV-I67376	Lumber Fee	0.39
Vendor 6085 - Thompson Building Materials				Total:	813.77
Vendor: 12671 - Torrance Auto Repair					
532752	06/04/2024	Torrance Auto Repair	0185240	2004 Ford F550 Maintenance-...	911.78
532752	06/04/2024	Torrance Auto Repair	0185240	2004 Ford F550 Maintenance-...	442.70
Vendor 12671 - Torrance Auto Repair				Total:	1,354.48
Vendor: 12974 - Transtech Engineers, Inc.					
532753	06/04/2024	Transtech Engineers, Inc.	20242912	Engineering & Land Developm...	480.00
Vendor 12974 - Transtech Engineers, Inc.				Total:	480.00
Vendor: 9100 - Tripepi Smith and Associates					
532754	06/04/2024	Tripepi Smith and Associates	12333	Citywide Communication & E...	3,347.09
532754	06/04/2024	Tripepi Smith and Associates	12333	Citywide Communication & E...	3,347.08
Vendor 9100 - Tripepi Smith and Associates				Total:	6,694.17
Vendor: 6477 - Verizon Wireless Government Mkts					
532755	06/04/2024	Verizon Wireless Government...	9964207528	Community Development Dire...	38.51
Vendor 6477 - Verizon Wireless Government Mkts				Total:	38.51
Vendor: 4130 - Vision Service Plan (CA)					
532756	06/04/2024	Vision Service Plan (CA)	820462552	Cobra-May 24	56.56
532756	06/04/2024	Vision Service Plan (CA)	820462552	Cobra-May 24	10.33
532756	06/04/2024	Vision Service Plan (CA)	820462552	Cobra-May 24	12.62
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	553.24
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	42.46
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	16.06
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	42.41
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	22.95
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	45.90
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	47.15
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	50.50
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	45.90
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	41.31
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	58.52
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	45.92
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	2.30
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	4.59
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	3.44
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	4.59
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	37.09
532756	06/04/2024	Vision Service Plan (CA)	820462593	Employee Vision Insurance-M...	144.64
Vendor 4130 - Vision Service Plan (CA)				Total:	1,288.48
Vendor: 7373 - Wells Fargo Vendor Financial Services					
532757	06/04/2024	Wells Fargo Vendor Financial ...	5029781486	BP-70C55 Copier Lease May 24	342.43
Vendor 7373 - Wells Fargo Vendor Financial Services				Total:	342.43
Vendor: 12250 - William D. Uphoff					
532758	06/04/2024	William D. Uphoff	051924	Reimbursement for Mileage &...	1,740.14
Vendor 12250 - William D. Uphoff				Total:	1,740.14
Vendor: 6410 - Wow Toyz					
532759	06/04/2024	Wow Toyz	88867	Museum Gift Shop Supplies-Sa...	-62.75
532759	06/04/2024	Wow Toyz	88867	Wooden Train Whistle-12pc D...	198.45

Warrant Register

Payment Dates: 5/22/2024 - 6/4/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532759	06/04/2024	Wow Toyz	88867	Deluxe R/C Classic Train Set	55.01
532759	06/04/2024	Wow Toyz	88867	Cuddle Zoo Classics-Casey the...	60.53
532759	06/04/2024	Wow Toyz	88867	Super Locomotive Pullback-12...	131.77
532759	06/04/2024	Wow Toyz	88867	Classic Train Set 20-Pc	147.10
532759	06/04/2024	Wow Toyz	88867	Friction Powered Mini Locomo..	157.70
Vendor 6410 - Wow Toyz				Total:	687.81
Vendor: 12679 - Yushi Kanazawa					
532760	06/04/2024	Yushi Kanazawa	2004469.001	Refund-Picnic Shelter Deposit-...	40.00
Vendor 12679 - Yushi Kanazawa Total:					40.00
Grand Total:					388,806.43

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	183,474.26
204 - General Plan Update	150,412.33
205 - State Gas Tax	5,257.44
220 - Proposition A Local Return	11,220.71
235 - South Coast AQMD	5,000.00
255 - Park Athletic	81.64
311 - Street Improvement	150.00
510 - Water Operations	23,606.24
520 - Water Capital	8,916.00
720 - Railroad Museum Foundation	687.81
Grand Total:	388,806.43

Account Summary

Account Number	Account Name	Payment Amount
100-000-2508.000	Garnishment	230.76
100-000-2510.000	PERS	13,699.40
100-000-2545.000	Vision Insurance	609.80
100-000-2550.000	Federal Withholding	21,959.11
100-000-2555.000	State Withholding	7,266.63
100-000-2560.000	Deferred Compensation	12,196.08
100-000-2563.000	Flex 125 Reimbursement	1,438.31
100-000-4465.000	Animal Care and Control	-957.50
100-000-4510.000	Park Rentals	730.00
100-110-5207.000	Medicare	9.42
100-110-5217.000	PERS Tier 3 (2%@62)	26.56
100-110-5430.000	Conferences and Meetin...	2,510.64
100-125-5205.000	Health Insurance	2,292.66
100-125-5207.000	Medicare	331.43
100-125-5215.000	PERS Tier 1 (2.5%@55)	917.14
100-125-5216.000	PERS Tier 2 (2%@60)	795.19
100-125-5217.000	PERS Tier 3 (2%@62)	376.03
100-125-5345.000	Contractual Services	9,151.09
100-125-5430.000	Conferences and Meetin...	182.24
100-125-5755.000	Special Department Supp..	93.50
100-130-5205.000	Health Insurance	483.51
100-130-5207.000	Medicare	100.50
100-130-5215.000	PERS Tier 1 (2.5%@55)	204.50
100-130-5216.000	PERS Tier 2 (2%@60)	234.71
100-130-5217.000	PERS Tier 3 (2%@62)	276.88
100-130-5505.000	Office Supplies and Expe...	267.55
100-130-5755.000	Special Department Supp..	380.25
100-210-5205.000	Health Insurance	264.37
100-210-5207.000	Medicare	148.64
100-210-5215.000	PERS Tier 1 (2.5%@55)	268.11
100-210-5216.000	PERS Tier 2 (2%@60)	610.73
100-210-5217.000	PERS Tier 3 (2%@62)	338.60
100-210-5710.000	Equipment Maintenance	15,000.00
100-230-5205.000	Health Insurance	188.84
100-230-5207.000	Medicare	32.09
100-230-5217.000	PERS Tier 3 (2%@62)	173.78
100-230-5755.000	Special Department Supp..	300.00
100-335-5205.000	Health Insurance	483.35
100-335-5207.000	Medicare	31.12
100-335-5217.000	PERS Tier 3 (2%@62)	204.89
100-335-5345.000	Contractual Services	6,269.85
100-335-5710.000	Equipment Maintenance	175.63
100-336-5325.000	Animal Care and Control	5,059.88

Account Summary

Account Number	Account Name	Payment Amount
100-410-5205.000	Health Insurance	707.86
100-410-5207.000	Medicare	285.16
100-410-5217.000	PERS Tier 3 (2%@62)	1,433.80
100-410-5340.000	Professional Services	5,000.00
100-410-5345.000	Contractual Services	2,804.00
100-410-5415.000	Communications	38.51
100-410-5505.000	Office Supplies and Expe...	284.81
100-440-5345.000	Contractual Services	832.99
100-440-5605.000	Rents and Leases	694.92
100-440-5710.000	Equipment Maintenance	14,000.00
100-605-5205.000	Health Insurance	903.89
100-605-5207.000	Medicare	159.06
100-605-5215.000	PERS Tier 1 (2.5%@55)	379.72
100-605-5216.000	PERS Tier 2 (2%@60)	180.07
100-605-5217.000	PERS Tier 3 (2%@62)	495.34
100-605-5340.000	Professional Services	480.00
100-605-5345.000	Contractual Services	2,804.00
100-605-5420.000	Mileage Reimbursement	44.22
100-605-5505.000	Office Supplies and Expe...	155.42
100-610-5205.000	Health Insurance	411.10
100-610-5207.000	Medicare	116.09
100-610-5216.000	PERS Tier 2 (2%@60)	330.14
100-610-5217.000	PERS Tier 3 (2%@62)	386.51
100-710-5205.000	Health Insurance	252.99
100-710-5207.000	Medicare	126.02
100-710-5215.000	PERS Tier 1 (2.5%@55)	330.10
100-710-5217.000	PERS Tier 3 (2%@62)	365.25
100-710-5340.000	Professional Services	671.34
100-710-5405.000	Utilities	6,457.71
100-710-5510.000	Small Tools	9.89
100-710-5705.000	General Maintenance	3,697.78
100-730-5205.000	Health Insurance	363.57
100-730-5207.000	Medicare	244.87
100-730-5215.000	PERS Tier 1 (2.5%@55)	731.51
100-730-5217.000	PERS Tier 3 (2%@62)	373.14
100-730-5345.000	Contractual Services	3,771.60
100-735-5460.000	Insurance - Liability and ...	297.00
100-735-5755.118	Founder's Day	24,153.94
100-740-5205.000	Health Insurance	482.15
100-740-5207.000	Medicare	143.13
100-740-5215.000	PERS Tier 1 (2.5%@55)	344.89
100-740-5216.000	PERS Tier 2 (2%@60)	520.59
100-740-5217.000	PERS Tier 3 (2%@62)	152.50
100-740-5405.000	Utilities	16.66
100-740-5510.000	Small Tools	15.42
100-740-5705.000	General Maintenance	620.79
100-750-5207.000	Medicare	45.06
100-750-5345.000	Contractual Services	302.48
100-750-5755.000	Special Department Supp..	700.00
204-410-5345.000	Contractual Services	150,412.33
205-610-5205.000	Health Insurance	322.51
205-610-5207.000	Medicare	81.11
205-610-5217.000	PERS Tier 3 (2%@62)	363.78
205-610-5405.000	Utilities	126.27
205-610-5515.000	Uniform Expense	109.14
205-610-5525.000	Equipment Under \$5k	3,701.33
205-620-5510.000	Small Tools	96.22
205-620-5705.000	General Maintenance	457.08

Account Summary

Account Number	Account Name	Payment Amount
220-000-4705.000	Dial-A-Ride Fares	15.00
220-340-5205.000	Health Insurance	48.19
220-340-5207.000	Medicare	12.85
220-340-5215.000	PERS Tier 1 (2.5%@55)	47.19
220-340-5216.000	PERS Tier 2 (2%@60)	33.53
220-340-5217.000	PERS Tier 3 (2%@62)	18.46
220-340-5345.000	Contractual Services	11,045.49
235-350-5345.000	Contractual Services	5,000.00
255-760-5205.000	Health Insurance	32.75
255-760-5207.000	Medicare	7.43
255-760-5217.000	PERS Tier 3 (2%@62)	41.46
311-810-5806.368	Street Reconstruction - ...	75.00
311-810-5806.380	Sidewalk Improvement P...	75.00
510-110-5207.000	Medicare	1.06
510-110-5217.000	PERS Tier 3 (2%@62)	2.95
510-125-5205.000	Health Insurance	541.39
510-125-5207.000	Medicare	60.37
510-125-5215.000	PERS Tier 1 (2.5%@55)	161.85
510-125-5216.000	PERS Tier 2 (2%@60)	265.06
510-130-5205.000	Health Insurance	132.93
510-130-5207.000	Medicare	29.42
510-130-5215.000	PERS Tier 1 (2.5%@55)	62.92
510-130-5216.000	PERS Tier 2 (2%@60)	67.06
510-130-5217.000	PERS Tier 3 (2%@62)	73.84
510-220-5205.000	Health Insurance	277.84
510-220-5207.000	Medicare	135.07
510-220-5215.000	PERS Tier 1 (2.5%@55)	89.38
510-220-5216.000	PERS Tier 2 (2%@60)	566.77
510-220-5217.000	PERS Tier 3 (2%@62)	281.63
510-230-5205.000	Health Insurance	190.72
510-230-5207.000	Medicare	32.45
510-230-5217.000	PERS Tier 3 (2%@62)	173.78
510-440-5345.000	Contractual Services	832.99
510-630-5205.000	Health Insurance	2,328.30
510-630-5207.000	Medicare	526.39
510-630-5215.000	PERS Tier 1 (2.5%@55)	848.32
510-630-5216.000	PERS Tier 2 (2%@60)	1,227.36
510-630-5217.000	PERS Tier 3 (2%@62)	1,449.07
510-630-5339.000	Water Quality - Clinical L...	1,550.00
510-630-5340.000	Professional Services	3,347.08
510-630-5345.000	Contractual Services	2,804.00
510-630-5705.000	General Maintenance	4,013.23
510-630-5710.000	Equipment Maintenance	1,533.01
520-840-5821.365	CWPF Upgrades Project	2,362.50
520-840-5821.375	Pipe Replacement - Other	6,553.50
720-000-2210.000	Sales Tax Withholding	-62.75
720-750-5513.000	Museum Gift Shop Expe...	750.56
Grand Total:		388,806.43

Project Account Summary

Project Account Key	Payment Amount
None	379,740.43
311-Street Reconstruction-Zone G	75.00
Cypress Water Production	2,362.50
Pipe Replacement-Other	6,553.50
Sidewalk Improvement Program	75.00
Grand Total:	388,806.43



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7d**

FROM: Andrew Vialpando, City Manager

PREPARED BY: Frederic Aboujaoude, P.E., Principal Engineer

REVIEWED BY: Carla Dillon, P.E., Public Works Director

MEETING DATE: June 4, 2024

SUBJECT: Resolution Adopting a Project List for FY 2024-2025 Funded by the Road Repair and Accountability Act of 2017 (SB 1)

RECOMMENDATION

Adopt a resolution and authorize the City Manager or his designee to complete, sign, and submit all required documentation for receipt of Road Maintenance and Rehabilitation Account (RMRA) funds to the appropriate State and other agencies.

BACKGROUND

On April 28, 2017, the Governor signed into law Senate Bill 1, which is known as the Road Repair and Accountability Act of 2017. SB 1 increased per gallon fuel excise taxes (12 cents), diesel fuel sales taxes (20 cents), and vehicle registration fees; and provides for inflationary adjustments in future years. A percentage of this funding is deposited into the RMRA account and is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. Lomita's estimated RMRA amount for FY 2024-2025 is \$535,827. In addition, the City expects to have unspent RMRA money from FY 2023-24 amounting to \$1,670,518.

To be eligible for RMRA funding, the statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (CTC). Prior to receiving an apportionment of RMRA funds, a city or county must adopt by resolution a list of projects to be funded with RMRA funds and submit it to the CTC annually by July 1st. The project list must include a project description, location, estimated start and completion date, and estimated useful life of the improvement.

The RMRA project list for 2024-2025 will include:

A. Narbonne South Pipe Replacement Project

Construction of street resurfacing/rehabilitation project following the pipe replacement on this segment of street. This includes asphalt rubber hot mix overlay, hot-mixed asphalt concrete overlay, or removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural hot mix or a full depth asphalt where needed based on the City's 2020 Pavement Management Plan update. The project includes pavement markings and pavement striping.

Location: Narbonne Avenue south of Pacific Coast Highway to the southern city boundary.

Estimated Project Schedule: Start September 2024; Completion March 2025

Estimated Useful Life: 10 to 20 years

B. Street Reconstruction - Zone G Project

Construction of overlay and reconstruction of certain segments of streets in Zones G (240th St., 241st St, 246th St., 247th Pl., 247th St., 248th St., 252nd St., 253rd Pl., Alcor St., Callison St., Ebony Ln., Falena Ave., Nordman St., Stanhurst Ave., Turrell St., and Walnut St.). This includes asphalt rubber hot mix overlay, hot-mixed asphalt concrete overlay, or removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural hot mix or a full depth asphalt where needed based on the City's 2020 Pavement Management Plan update. The project includes the upgrade of all curb ramps to meet current ADA requirements, pavement markings and pavement striping.

Location: Throughout Zone G, which is the northeast area of the City of Lomita; East of Eshelman Ave and north of 253rd St.

Estimated Project Schedule: September 2024; Completion December 2026

Estimated Useful Life: 10 to 20 years

The above-mentioned projects were previously proposed and adopted for Fiscal Year 2022-24 Road Maintenance and Rehabilitation Account. These projects are included in the proposed Fiscal Year 2024-2026.

It should be noted that although this project list must be submitted to the CTC by July 1, 2024, the City Council still has the option to change the project list later in the year should priorities change during budget discussions.

OPTIONS:

1. Approve staff's recommendation.
2. Designate RMRA funds toward a different project(s).
3. Take no action and be ineligible to receive RMRA funding

FISCAL IMPACT

It is estimated that the City will receive \$535,827 in RMRA funding in FY 2024-2025 in addition to an estimated \$1,670,518 carryover. If the Council approves the proposed project list, 100% of these funds will be allocated to current projects.

ATTACHMENTS

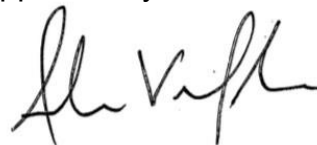
1. Resolution

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



Frederic Aboujaoude, P.E.
Principal Engineer

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Lomita are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$535,827 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding which will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 17 streets/roads throughout the City this year and numerous similar projects into the future; and

WHEREAS, the City's 2024 Pavement Management Program Report found that the City's streets and roads are in a "very good" condition (weighted average PCI of 74.8) and this revenue will help the City increase the overall quality of the road system and over the next decade will help bring our streets and roads into an "excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete

streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Lomita, California, as follows:

Section 1 Recitals

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted projects may utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in its delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund this project with Road Maintenance and Rehabilitation Account revenues:

A. Narbonne South Pipe Replacement Project

- *Description:* Construction of street resurfacing/rehabilitation project following the pipe replacement on this segment of street. This includes, where needed based on the City's 2020 Pavement Management Plan update, asphalt rubber hot mix overlay, hot-mixed asphalt concrete overlay, or removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural hot mix or a full depth asphalt. The project includes pavement markings and pavement striping.
- *Location:* Narbonne Avenue south of Pacific Coast Highway to the southern city boundary.
- *Estimated Project Schedule:* Start (09/24)– Completion (03/25)
- *Estimated Useful Life:* 10 to 20 years

B. Street Reconstruction - Zone G Project

- *Description:* Construction of overlay and reconstruction of certain segments of streets in Zones G (240th St., 241st St, 246th St., 247th Pl., 247th St., 248th St., 252nd St., 253rd Pl., Alcor St., Callison St., Ebony Ln., Falena Ave., Nordman St., Stanhurst Ave., Turrell St., and Walnut St.). This includes, where needed based on the City's 2020 Pavement Management Plan update, asphalt rubber hot mix overlay, hot-mixed asphalt concrete overlay, or removal of the existing pavement section to a prescribed depth followed by the placement of a conventional flexible pavement section using a structural hot mix or a full depth asphalt. The project includes the upgrade of all curb ramps to meet current ADA requirements, pavement markings and pavement striping.
- *Location:* Throughout Zone G, which is the northeast area of the City of Lomita; East of Eshelman Ave and north of 253rd St.
- *Estimated Project Schedule:* Start (09/24) – Completion (12/26)
- *Estimated Useful Life:* 10 to 20 years

Section 2. This Resolution will become effective immediately upon adoption.

Section 3. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED, this 4th day of June 2024.

William Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7e**

FROM: Andrew Vialpando, City Manager

PREPARED BY: Laura MacMorran, Associate Planner

REVIEWED BY: Brianna Rindge, Community and Economic Development Director

MEETING DATE: June 4, 2024

SUBJECT: Second Reading and Adoption of Ordinance No. 861 for Zoning Map Amendment No. 2024-01, and Zoning Text Amendment No. 2024-03, for 24925-25007 Walnut Street (APNs: 7375-015-901, 7375-015-902, 7375-015-903, and 7375-015-904)

RECOMMENDATION

Adopt ordinance and find the project exempt from the California Environmental Quality Act (CEQA).

BACKGROUND

On May 21, 2024, the City Council introduced on first reading an ordinance changing 24925-25007 Walnut Street's zoning map designation from R-1 Single Family Residential to the "Lomita Manor Specific Plan", adding the "Lomita Manor Specific Plan" into the body of the Municipal Code within Title XI (Planning and Zoning), Chapter 1 (Zoning) Part 2 (Establishment of Zones), creating a new Article 28, and finding the project exempt from the California Environmental Quality Act. This agenda item is to approve the second reading and adoption of the ordinance.

FISCAL IMPACT

These legislative amendments will not create additional revenue or additional expenses.

California Environmental Quality Act (CEQA)

Section 15061(b)(3) states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. There is no significant impact on the environment because no new in-fill construction is proposed with the project. Also, Section 15301 (Existing Facilities) of the CEQA guidelines finds that a project consisting of permitting, leasing, licensing, or no expansion of existing or former use is exempt from

CEQA. This is limited to a change in the land use and zoning designations to be consistent with the existing affordable housing development and provide objective development standards where none exist, effectively a retroactive entitlement. The site is almost entirely built out and is identified in the Housing Element as an affordable housing site. The nature of the zoning amendments and General Plan Land Use amendment correspond directly to permitting's purpose, which is to allow an activity, use, or structure. Furthermore, no new building is proposed; only the site's use and existing building design standards will be legitimized by approval of the applications.

OPTIONS

1. Approve the attached ordinance.
2. Do not approve the ordinance.
3. Provide staff with further direction.

ATTACHMENTS

1. Ordinance No. 861
2. Notice of Exemption

Reviewed by:



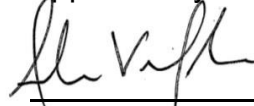
Gary Y. Sugano
Assistant City Manager

Reviewed by:



Brianna Rindge
Community & Economic Development Director

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Laura MacMorran
Associate Planner

ORDINANCE NO. 861

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING: (1) ZONING MAP AMENDMENT 2024-01 TO CHANGE THE ZONING DESIGNATION FROM R-1 SINGLE-FAMILY RESIDENTIAL TO THE LOMITA MANOR SPECIFIC PLAN; (2) ZONING TEXT AMENDMENT 2024-03 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), PART 2 (ESTABLISHMENT OF ZONES) TO CREATE ARTICLE 28 THE “LOMITA MANOR SPECIFIC PLAN” FOR 24925-25007 WALNUT STREET (APNs 7375-015-901, 7375-015-902, 7375-015-903, AND 7375-015-904); AND (3) A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE CITY COUNCIL OF THE CITY OF LOMITA DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. Recitals.

- A. The City Council of the City of Lomita has considered an application for (1) Zoning Map Amendment (ZMA) No. 2024-01 for an amendment to the City’s Zoning Map from R-1 to the Lomita Manor Specific Plan, and (2) Zone Text Amendment (ZTA) No. 2024-03 to create the Lomita Manor Specific Plan requirements, and approved a resolution for General Plan Amendment No. 2024-01 for the property located at 24925-25007 Walnut Street (APNs 7375-015-901, 7375-015-902, 7375-015-903, and 7375-015-904). Initiated and filed by The City of Lomita (“Applicant”).
- B. Chapter 1 of Title XI of the Lomita Municipal Code establishes allowable uses and development standards of properties within all zoning districts in the city.
- C. The City desires to amend Title XI of the Lomita Municipal Code to create consistency between the present single-family zoning designation and the existing multifamily use.
- D. On May 13, 2024, the Planning Commission held a duly noticed public hearing on Zoning Map Amendment 2024-01, Zoning Text Amendment No. 2024-03, and General Plan Amendment 2024-01 where public testimony was accepted on the item and recommended City Council approval.
- E. On May 21, 2024, City Council held a duly noticed public hearing to consider the proposed map and text amendments regarding the establishment of the Lomita Manor Specific Plan and objective development standards for the site.

Section 2. General Plan Consistency

This Ordinance's amendments to Title XI of the Lomita Municipal Code are consistent with, and in furtherance of, the City's adopted General Plan as they effectuate the following Policies of the General Plan.

- A. Land Use Element Policy 10 promotes improvement of the community's aesthetic and visual qualities by implementing development standards for private improvements. The proposed amendment establishes standards for the proposed specific plan area in accordance with existing development.
- B. Housing Element Policy 1.2 seeks to preserve and rehabilitate housing for lower income households. By correcting the inconsistency between the R-1 Single-Family zoning designation and the properties' multifamily use, the nonconforming status, which can hinder reinvestment, will be removed.
- C. Housing Element Policy 3.1 commits the City to prioritize the identification of sites and zones to accommodate Lomita's fair share of the existing and future housing need. As this amendment pertains to affordable multifamily residential use, it demonstrates the City's prioritization of accommodating Lomita's fair share of housing.
- D. Housing Element Program 14 directs the City to increase transparency and certainty in the development process by creating objective design standards. The proposed specific plan establishes objective development standards and thereby achieves transparency.

Section 3. Environmental Review

The City Council finds and determines that the adoption of this Ordinance regarding changing the zoning text and map and creating a specific plan is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The Ordinance will not have a significant effect on the environment because no new construction is proposed with this request and it can be seen with certainty that any new project under the same development standards of the proposed specific plan would be relatively small in comparison to and proportional to the existing development and not have a significant effect on the environment.

In addition, pursuant to Section 15301 (Existing Facilities) of the CEQA guidelines, a project that consists of permitting, leasing, licensing, or no expansion of existing or former use is exempt from CEQA. This project is limited to a change in the land use and zoning designations to be consistent with the existing affordable housing development and provide objective development standards where none exist. The site, identified in the Housing Element as an affordable housing site, is almost entirely built-out. The nature of the zoning amendments and General Plan Land Use designation change correspond directly to permitting's purpose, which is to allow an activity, use, or structure to match

existing conditions. Furthermore, this action does not approve any new buildings or structures; taking this action only legitimizes the site's use and existing building design.

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 4. Zoning Map Amendment

Based on the foregoing, the City Council hereby approves the following amendment to the Lomita Zoning Map:

Designate the lots at 24925-25007 Walnut Street (APNs 7375-015-901, 7375-015-902, 7375-015-903, and 7375-015-904) with legal description of TR 241 S 60 FT OF LOT 20; TR 241 N 57.17 FT OF LOT 19, TR 241 S 57.16 FT OF LOT 19 and TR 241 N 57.17 FT OF LOT 18 as "Lomita Manor Specific Plan" on the City's Zoning Map.

Section 5. Zoning Text Amendment

Based on the foregoing, the City Council hereby creates Article 28 of Part 2 of Chapter 1 of Title XI the following amendment to the Lomita Municipal Code:

- A. Section 11-1.28. of Title XI of the Lomita Municipal Code is amended to read as follows:

"Sec. 11-1.28.01. Lomita Manor Specific Plan location.

The Lomita Manor Specific Plan applies to the property located at 24925-25007 Walnut Street (APNs 7375-015-901, 7375-015-902, 7375-015-903, and 7375-015-904), on the west side of Walnut Street, and is generally bound by Metropolitan Water District property to the north and by private property south and west. The precise boundaries of the Lomita Manor Specific Plan are depicted in Figure 1.

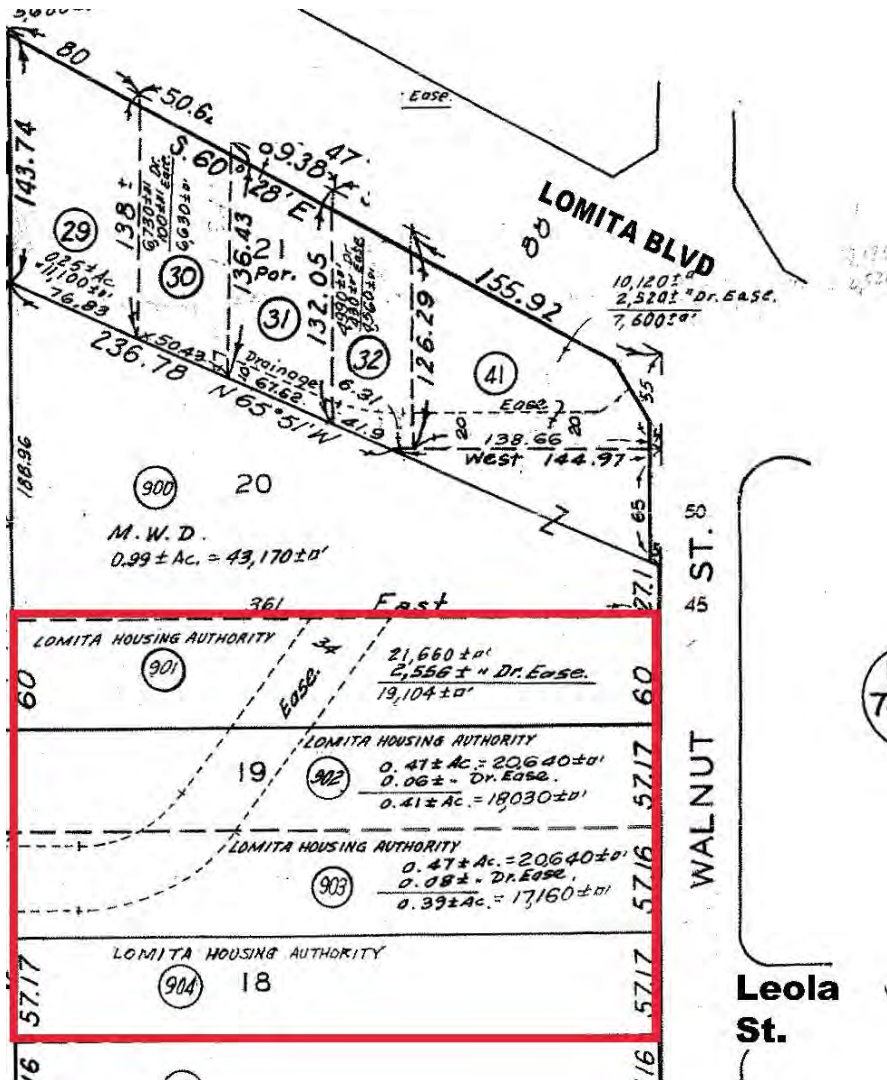


Figure 1

Sec. 11-1.28.02. Permitted uses.

The following uses shall be permitted in the development area subject to the provisions of this chapter: multiple-family dwellings and amenities commonly associated with multifamily dwellings including, without limitation, leasing office, pool, gazebos, parking facilities, community room, fitness center, and other complimentary ancillary uses.

Sec. 11-1.28.03. Density.

Dwelling unit density shall not exceed fifty-four (54) units per acre.

Sec. 11-1.28.04 Floor Area Ratio.

Maximum floor area ratio shall be 1.5.

Sec. 11-1.28.05. Maximum building height.

The maximum building height of all structures shall not exceed thirty-seven (37) feet. Staircases, elevator shafts, and other minor accessory structures may exceed maximum height to the minimum extent necessary for compliance with the building code of the City of Lomita.

Sec. 11-1.28.06. Minimum Setbacks.

(A) Front (Walnut Street.): Ten (10) feet.

(B) Rear (West): Ten (10) feet.

(C) Side (North): None.

(D) Side (South): Five (5) feet.

Sec. 11-1.28.07. Open space.

Common useable open space, including active recreation open space and passive open space (including landscaping), shall be provided and shall occupy at least five (5) percent of the total unbuilt land area.

Sec. 11-1.28.08. Dwelling unit area.

The gross area per dwelling unit, not including patios or balconies, shall average no more than five hundred fifty (550) square feet for studio units, shall average no more than seven hundred fifty (750) square feet for one-bedroom units, and shall average no more than nine hundred fifty (950) square feet for two-bedroom units. There is no minimum or maximum size per unit.

Sec. 11-1.28.09. Loading.

No off-street loading spaces shall be required.

Sec. 11-1.28.10. Parking and drive aisles.

(A) Standard parking stalls shall be nine (9) feet by nineteen (19) feet. Compact stalls shall be nine (9) feet by fifteen (15) feet. No more than thirty percent (30%) of minimum required parking shall be compact stalls.

(B) Drive aisles shall be a minimum twenty-four (24) feet in width for two-way traffic.

(C) Parking Spaces:

Use	Ratio
Multifamily Residential	0.3 space per unit

Sec. 11-1.28.11. Exterior Lighting.

(A) Lighting fixtures shall be aimed directly downward or shielded.

(B) Light produce a maximum initial illuminance of no greater than the moon's potential ambient illumination of 0.10 horizontal and vertical footcandles at the site boundary and beyond, and no greater than 0.01 footcandles 10 feet beyond the site boundary.

Sec. 11-1.28.12. Perimeter Improvements.

(A) Fences, hedges, and walls:

- (1) Shall not exceed forty-two (42) inches in height within the minimum required front yard setback, except vacant property may be secured with a fence or wall up to six (6) feet in height;
- (2) Shall not exceed eight (8) feet in height along rear and interior side property lines; and
- (3) Shall be erected to not create visual obstruction of vehicular and pedestrian traffic.
- (4) The height of the fence, wall, or hedge shall be measured from natural grade.

(B) Driveway gates:

- (1) Shall be setback at least 20 feet from the property line over which the driveway provides access;
- (2) Shall be at least fifty percent (50%) transparent;
- (3) Shall operate electronically; and
- (4) The design, color, material, and location shall be subject to the approval of the community development director or designee.

Sec. 11-1.28.13. Signs.

(A) *Intent and purpose.* The intent and purpose of this section is to establish a framework for a comprehensive system of sign controls governing the display, design, construction, installation, and maintenance of signs that will discourage

indiscriminate and unregulated erection and maintenance of signs and other visual media which tend to create a garish, gaudy, and unsafe atmosphere and which tend to be out of harmony with the goals and objectives of the community.

(B) *Definitions.*

- (1) *Area of Sign*; Refer to section 11-1.67.02.
- (2) *Directional sign* shall mean a sign that is intended to provide directions for motorists entering a site from a public right-of-way.
- (3) *Monument sign* is a freestanding sign where the base of the structure connects to the ground and is supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles.
- (5) *Private regulatory sign* shall mean a sign that provides information on regarding conduct on private property. Examples include, no trespassing, no dumping, guest parking, no parking, towing, and other similar signs.
- (6) *Real estate sign*; Refer to section 11-1.67.02.
- (7) *Sign*; Refer to section 11-1.67.02.
- (9) *Wall sign*; Refer to section 11-1.67.02.

(C) *Permanent signs.*

- (1) *Monument sign.*
 - a. One fifteen (15) square-foot or less sign shall be allowed to identify a building, but it may not obstruct the visibility of pedestrians and vehicular traffic. Area is calculated per sign face.
 - b. The maximum height shall be four (4) feet from the lowest finished grade.
 - c. The sign shall be set back at least two (2) feet from any property line.
 - d. The sign may be externally illuminated.
- (2) *Wall sign.*
 - a. Only one (1) flush-mounted wall sign shall be allowed per building.
 - b. A wall sign shall not exceed one hundred (100) square feet or thirty (30) square feet for nonresidential buildings.

(D) Exempt signs.

(1) Directional signs less than two (2) square feet in area.

(2) Private regulatory signs.

a. The sign shall not exceed twelve (12) square feet in surface area per face and shall be no more than one-inch thick.

b. A lot may have up to two (2) signs visible from the frontage and an unlimited quantity of signs not visible from the public rights-of-way.

(3) Real estate signs less than four (4) square feet.

(E) Sign Illumination.

(1) A wall or monument sign may only be illuminated with one single color. No other signs shall be illuminated.

(2) The brightness level shall not pose a nuisance or danger, to the satisfaction of the director of community development.

Sec. 11-1.28.14 Location of other structures and projections into yards.

Shall be in accordance with Section 11-1.30.04.

Sec. 11-1.28.15. Mechanical equipment.

Mechanical equipment, devices, or facilities that are ancillary to residential dwelling units including, but not limited to, antennas, air conditioning systems, and filtration systems, are permitted in accordance with the following:

(A) The mechanical equipment shall comply with the city's noise ordinance.

(B) The air conditioning and filtration system units shall be screened by parapet walls or roof-mounted enclosure that matches the existing building's colors, style, and finishes.

Sec. 11-1.28.16. Trash facilities.

Trash facilities, including trash chutes, trash receptacles, or bins, shall be hidden from public view.

Sec. 11-1.28.17. Infrastructure.

Due to the urbanized nature of the surrounding area and the limited project size, the Lomita Manor Specific Plan site, as of the date of the adoption of this ordinance, is provided with adequate facilities and services for sewage, water, drainage, solid waste

disposal, and energy. In addition, all utility construction, connections, and maintenance shall conform to the provisions of the City of Lomita Municipal Code.”

Section 6. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 7. Effective Date.

This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED, AND ADOPTED this 4th day of June 2024.

Bill Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Notice of Exemption**Attachment 2**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7f**

FROM: Andrew Vialpando, City Manager

PREPARED BY: Montserrat Gastelum, Administrative Assistant

MEETING DATE: June 4, 2024

SUBJECT: Amendment No. 1 to Agreement No. 2021-28 with Michael Baker International

RECOMMENDATION

Approve the First Amendment to Agreement No. 2021-28 with Michael Baker International, extending the term of the agreement until June 30, 2027.

BACKGROUND

The City of Lomita originally entered into an agreement with Michael Baker International on July 6, 2021, for federal Housing and Urban Development (HUD) Community Development Block Grant (CDBG) consulting services. The initial term of this agreement is set to expire on July 6, 2024. The agreement outlined a compensation structure for the services provided by Michael Baker International.

Michael Baker International has been responsible for administering the Residential Rehabilitation Lifeline Personal Response Service and Job Creation & Business Incentive Loan Program CDBG programs. Given the ongoing need for these services and the effective management demonstrated by the consultant, the City and Michael Baker International are mutually interested in amending the existing agreement.

The proposed First Amendment extends the term of the agreement and increases the compensation to reflect the expanded scope of services and the continued support required for the City's programs.

The amendment would also increase the services they have provided on-call assistance and general administration of the Permanent Local Housing Allocation (PLHA) program.

The proposed First Amendment extends the term of the agreement and increases the compensation to reflect the expanded scope of services and the continued support required for the City's programs.

ALTERNATIVES TO STAFF RECOMMENDATION:

1. Approve amendment to agreement with Michael Baker International
2. Provide alternate direction.

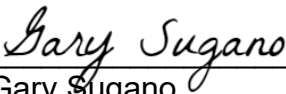
FISCAL IMPACT

The terms in the Agreement are dependent on funding amounts per year. With the administrative tasks associated with the PLHA and CDBG funding the annual grant funded administrative cost to Michael Baker International would average approximately \$68,000 annually for the next three years.

ATTACHMENT

1. Amendment 1 to Agreement with MBI

Reviewed by:



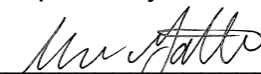
Gary Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Montserrat Gastelum
Administrative Analyst

**FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF LOMITA AND MICHAEL BAKER INTERNATIONAL**

This First Amendment to the Agreement between the **City of Lomita** ("City") and **Michael Baker International** ("Consultant") is made and entered into this 4th day of June 2024. The City and Contractor mutually agree to amend the existing Agreement entered into on July 6, 2021, as follows:

RECITALS

A. On July 6, 2021, the City entered into an Agreement with Consultant for legislative representation ("Agreement") through July 6, 2024.

B. The City and Contractor now desire to amend the Agreement to increase total compensation and to extend the term until June 30, 2026.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Section 1- CONSIDERATION AND COMPENSATION.** Subsection (A) is amended to read as follows:

As partial consideration, CONSULTANT agrees to perform the work listed in the amended SCOPE OF SERVICES, attached as EXHIBIT A to this amendment.

2. **Section 1- CONSIDERATION AND COMPENSATION.** Subsection (C) is amended to read as follows:

As additional consideration, CITY agrees to pay CONSULTANT an additional annual amount not to exceed \$204,000, for a total amount not to exceed \$294,390 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

3. **Section 7 – TERM OF AGREEMENT.** This section is amended to read as follows:

The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2027, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.

4. **NO OTHER CHANGES.** All terms, conditions and other provisions of the Agreement, including all Exhibits thereto, shall remain in full force and effect.

5. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this amendment to the Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 4th day of June 2024, at Lomita, California.

City of Lomita

Michael Baker International

By _____
Andrew Vialpando, City Manager

By _____
William Hoose, Associate Vice President

Attest:

Approved as to Form:

Kathleen Horn Gregory, MMC, City Clerk

Trevor Rusin, City Attorney

Exhibit A – Revised Scope of Services

The revised Scope of Services would include

- Administering the Residential Rehabilitation, Lifeline Personal Response Service, and Job Creation & Business Incentive Loan Program CDBG programs
- Providing on-call assistance and general administration of the PLHA program

Task	CDBG Budget	Cost
Task 1 – Residential Rehabilitation	\$75,000	\$15,000
Task 2 – Lifeline Personal Response Service	\$20,787	\$8,787
Task 3 – JCBI Loan Program	\$87,000	\$17,000
Task 4 – Lomita Manor PLHA	\$230,863	\$23,086
TOTAL:	\$413,650	\$63,873



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7g**

FROM: Andrew Vialpando, City Manager

PREPARED BY: Deborah Dixon, Human Resources Manager

MEETING DATE: June 4, 2024

SUBJECT: Agreement with Koff & Associates to Provide Executive Recruitment Services for Public Works Director and Community and Economic Development Director; and an Agreement with Willdan for CIP/Water-Related Project Management and Public Works Operational Analysis and Revision of the Public Works Director Job Classification Specifications

RECOMMENDATION

Authorize the City Manager to enter into an agreement with Koff & Associates for Executive Recruitment Services for an amount not to exceed \$48,000; approve the revised Public Works Director Job Classification Specifications; and authorize the City Manager to enter into an agreement with Willdan to provide CIP/Water-Related Project Management and Public Works Operational Analysis in an amount not to exceed \$65,688.

DISCUSSION

The City's incumbent Public Works Director recently submitted their resignation, effective June 7, 2024. Additionally, the Community and Economic Development Director has also resigned, effective July 26, 2024.

Staff recommends that the City retain the services of a consulting firm with executive recruiting experience to attract, evaluate, and recommend top candidates for the positions of Public Works Director and Community and Economic Development Director. After receiving and reviewing several proposals from various recruiting firms, staff is confident that Koff & Associates has the necessary skills and expertise to successfully recruit a new Public Works Director and a Community and Economic Development Director. Koff & Associates is a recruitment firm with over 38 years of experience in recruiting executive level talent. Koff & Associates previously conducted the city's compensation and classification study in 2022.

Koff & Associates has successfully filled various executive level positions for over 100 local government agencies and special districts throughout the state. Their work includes executive and mid-management recruitment and classification and compensation studies. Koff & Associates' recruiters possess the knowledge and experience to assist the City in identifying, targeting, and recruiting highly qualified candidates for the City of Lomita. Their recruiters have a combined 93 years of recruiting experience in both the public and private sector and pride themselves in transparency, flexibility, and quality work.

Should the City Council approve the attached agreement, Koff & Associates is ready to commence the process of searching for a Public Works Director and a Community and Economic Development Director immediately. It is anticipated the recruitment process will take approximately 12 to 14 weeks to complete. If the City is unsuccessful in finding a replacement candidate, Koff and Associates will work to find a new slate of candidates at no added cost, except advertising. Additionally, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, Koff & Associates will commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the pricing proposal would be incurred.

Update to the Public Works Director Job Classification

Historically, the City has employed Public Works Directors with Professional Engineer (PE) licenses from the State. For the past several years, cities across the state have had difficulty in recruiting for this position, a challenge which has been confirmed by the executive recruiting firms that were consulted for this task. One of the reasons for the difficulty in recruiting for Public Works Directors with PE certification is due to the highly technical and narrow specifications of the classification. It is becoming more common for municipal agencies to employ a non-PE Public Works administrators who serve more as project managers over general areas, including capital improvement projects and personnel. Modifying the specifications of the Public Works Director job classification candidate to remove PE as a requirement will expand the pool of qualified candidates, resulting in a high probability of a successful recruitment. Therefore, staff recommends that the specifications for the Public Works Director job classification be amended to remove the requirement for a PE and reduce the minimum work experience from ten years to eight years and management experience from five years to three years.

Public Works Capital Improvement Project Assistance

With the departure of the Public Works Director, there is a need to keep current capital improvement projects moving along, particularly the Cypress Water Production Facility GAC project and other critical street/water CIPs. It is recommended that the City retain the services of Willdan, a highly qualified engineering firm, to provide CIP/Wate-related project management for a period of approximately three months. Their scope of work will also include an efficiency assessment of the Public Works Department's operations.

FISCAL IMPACT

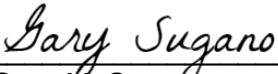
Consultant costs to conduct an executive recruitment for both a Public Works Director and a Community and Economic Development Director are not to exceed \$48,000 (\$24,000 for each). This fee includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background. A discount of \$2,000 was provided to conduct two recruitments.

The Agreement with Willdan for CIP/Water-Related Project Management and Public Works Operational Analysis is for an amount not to exceed \$65,688 and would be funded from general/water fund surplus within the Public Works Department budget.

ATTACHMENTS

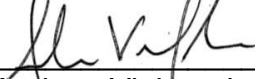
1. Agreement with Proposal (Exhibit A) from Koff & Associates
2. Revised Public Works Director Job Classification
3. Redline Public Works Director Job Classification
4. Agreement with Willdan

Reviewed by:




Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Deborah Dixon
Human Resources Manager



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND KOFF AND ASSOCIATES**

This AGREEMENT for Executive Recruitment is entered into this 4th day of June 2024, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Koff and Associates ("CONSULTANT").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for Executive Recruitment.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$48,000, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the

CONSULTANT'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Frank Rojas. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2024, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **Laws and Regulations; Employee/Labor Certification.** CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
12. **TERMINATION.**
- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
 - B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
 - D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
13. **INDEMNIFICATION.**
- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable

attorneys fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 18, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. **INDEPENDENT CONSULTANT.** CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. **AUDIT OF RECORDS.**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. **CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations

of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the

time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein.

Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

- F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 12 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any CONSULTANTS while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.
20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTS and agents.
21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the

CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

22. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	Koff and Associates 2835 Seventh Street Berkeley, CA 94710
<u>ATTN: City Manager</u>	<u>ATTN: Frank Rojas</u> <u>Recruitment Manager</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

25. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the

benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

26. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality,

fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

35. DISCLOSURE REQUIRED. (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONSULTANT

Andrew Vialpando, City Manager

By:

Frank Rojas, Recruitment Manager

ATTEST:

Kathleen Horn Gregory, City
Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney



EXECUTIVE RECRUITMENT SERVICES PUBLIC WORKS DIRECTOR & COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

CITY OF LOMITA



Koff & Associates
A Gallagher Company

Submittal date: May 24, 2024

Submitted by:
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
Frank_Rojas@ajg.com
510.495.0448
KoffAssociates.com

May 24, 2024

Deborah Dixon, Human Resources Manager
City of Lomita
24300 Narbonne Ave.
Lomita, CA U.S.A. 90717

Dear Ms. Dixon,

Thank you for the opportunity to submit our proposal to assist the City of Lomita with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the City with the search for its next Public Works Director and Community and Economic Development Director. Koff & Associates (K&A), a Gallagher company, is uniquely qualified based on over 38 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

As K&A's Recruitment Manager, I am available to answer questions about this proposal, as well as our team and recruitment services. You can reach me at (510) 495-0448 or Frank_Rojas@ajg.com.

Sincerely,



Frank Rojas
Recruitment Manager

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BUSINESS INFORMATION

Koff & Associates (“K&A”) is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With nearly 40 years of HR experience, Koff & Associates knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships	K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.
We value strength in diversity	With our focus on inclusion, networking, and advertising with minority-based associations, we source top talent and our placements reflect the Agencies we serve.
We leverage innovative search technology	K&A identifies candidates which traditional recruiting strategies may miss. We leverage innovative sourcing methodologies and technologies for a robust and advanced sourcing strategy that will attract hard to find passive job seekers.

Our long list of clients indicates our firm’s reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Lomita.

K&A uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.

RECENT SUCCESSFUL RECRUITMENTS

Following is a partial list of recent executive recruitments conducted by the K&A recruitment team:

Agency	Title	Year
City of Gilroy	City Engineer/Transportation Engineer, Public Works Director , Utilities Director, Fire Division Chief, Finance Manager, Fleet Superintendent	2024 – 2021
City of Lawndale	Director of Public Works / City Engineer , Director of Finance / City Treasurer	2024, 2022
City of Los Banos	Assistant Public Works Director , Assistant Fire Chief	2024
City of Oxnard	Library Manager, Associate Traffic Engineer, Chief Financial Officer, Environmental Resources Division Manager, Safety Training Officer, Planning & Environmental Manager, Budget Manager, Senior Planner, City Traffic Engineer, Assistant Director of Housing, Assistant Public Works Director (Water Utilities) , Controller, Public Works Director	2024 – 2021
City of Woodland	Deputy Director of Public Works – Utilities	2024
City of Avalon	Public Works Director	2023
City of Millbrae	Director of Community Development, Public Works Director	2023 – 2022
City of San Bernardino	City Manager, Deputy Director of Human Resources (Risk), Director of Human Resources, Chief of Police, Director of Public Works	2023 – 2021
City of Seaside	Senior Civil Engineer, Assistant Public Works Director , Assistant Civil Engineer, Associate Planner, Assistant Planner	2023 – 2021
City of Carson	Director of Finance, Public Works Operations Manager	2022
County of Butte	Assistant Public Works Director (2)	2022
City of Chico	Public Works Director	2021
City of Fairfield	Engineering Tech II, Instrumentation Technician, Utility Worker I/II, IT Analyst Senior, Water Distribution Operator, Transit Operations Manager, Public Works Supervisor , Fire Mechanic Senior, Solid Waste Compliance Coordinator, Plans Examiner, Parts Store Specialist I/II, Assistant/Associate Civil Engineer - Capital Improvement Program, Associate Civil Engineer-Plan Check Division, Junior Engineer, Public Information Officer, Principal Planner/Senior Planner, Associate/Assistant Planner, Housing Division Manager, Management Analyst II/III, Fire Inspector I/II	2024 – 2021
Alameda County Water District	Director of Operations and Maintenance, Senior Buyer, Information Technology Manager, Human Resources/Risk Manager, Director of Engineering	2024 – 2023, 2021



Central Marin Sanitation Agency	Treatment Plant Manager, Lab Analyst, Operator: OIT/I/II/III, Accounting Technician, Administrative Specialist I/II/III, Administrative Services Manager, Mechanical Technician I, Maintenance Supervisor, Electrical and Instrumentation Technician I/II/III	2024 – 2021
City of Bell	Accounting Manager	2024
City of East Palo Alto	Assistant City Manager, Chief of Police, City Manager	2024 – 2023
City of Hayward	Accounting Manager	2024
City of La Mesa	Assistant Community Development Director , Risk Manager, Director of Human Resources	2024
City of Menlo Park	Assistant Administrative Services Director (Finance), Human Resources Manager	2024 – 2023
City of Ontario	Budget Administrator, Accounting Supervisor, Investments & Treasury Officer, Assistant Community Development Director	2024 – 2023
City of Palm Springs	Senior Civil Engineer, Fire Chief, City Manager	2024 – 2023
City of Palmdale	Deputy Director of Human Resources	2024
City of Palo Alto	Water Treatment Plant Manager	2024
City of Patterson	Fire Chief, Director of Recreation & Community Services, Director of Finance	2024 – 2022
City of Pomona	Development Services Director	2024
City of Rancho Palos Verdes	Human Resources & Risk Manager, Principal Engineer, Associate Engineer – Utilities (Capital Projects), Associate Engineer – Utilities (Operations), Senior Engineer – Transportation/Traffic (Operations), Senior Engineer – Civil/Roadway (Capital Projects)	2024 – 2023
City of Redlands	Director of Human Resources	2024
City of Rialto	Assistant City Manager, Assistant Director of Finance, Director of Community Development , Director of Engineering Services/City Engineer	2024 – 2022
City of Riverside	Deputy Finance Director, Debt & Treasury Manager, Budget Manager	2024 – 2022
City of San Leandro	Assistant Finance Director	2024
City of Sanger	City Manager	2024
City of Scottsdale, AZ	Economic Development Director	2024
City of Tulare	Chief Financial Officer	2024
City of Visalia	Administrative Services Director	2024
Coachella Valley Water District	Associate Engineer- Stormwater and Sanitation, Director of Environmental Services	2024 – 2023
County of Riverside	Director of Human Resources, Department Public Information Officer I, DEI (Diversity, Equity, and Inclusion) Officer, County Counsel	2024 – 2022

Golden Gate Bridge Highway & Transportation District	Senior Electrical Engineer/Construction & Facilities	2024
Irvine Ranch Water District	Collections Manager, Accounting Supervisor, Senior Human Resources Analyst, Human Resources Analyst	2024 – 2023
Marin/Sonoma Mosquito & Vector Control District	District Manager	2024
Metropolitan Water District of Southern California	Climate Adaption Planning Program Manager, Conveyance and Distribution Group Manager, Integrated Support Services Group Manager, Treatment and Water Quality Group Manager	2024
Mid-Peninsula Water District	Administrative Services Manager	2024
North County Transit District	Chief People Officer, Chief Executive Officer	2024
Ontario Municipal Utilities Company	Utilities Customer Service Director	2024
Port of Long Beach	Director of Security	2024
San Bernardino Superior Court	Human Resources Business Partner	2024
State Bar of CA	Chief Information Officer	2024
West Valley Water District	Director of Engineering, Assistant General Manager, General Manager	2024 – 2023
Westlands Water District	General Counsel	2024
California Association of Sanitation Agencies	Manager of Association Services	2023
City of El Monte	Director of Human Resources, Chief of Police	2023 – 2022
City of Long Beach	Data Center Officer, City Treasurer	2023 – 2022
City of Los Altos	Housing Manager	2023
City of Modesto	Engineering Division Manager – Utilities, Wastewater Division Manager	2023 – 2022
City of Pasadena	Director of Parks, Recreation and Community Services; Director of Library & Information Services; Chief of Police; Controller	2023 – 2022
City of Pittsburg	Water Utilities Manager, Assistant City Engineer	2023
City of Richmond	Senior Civil Engineer, Director of Finance, Information Technology Manager, Deputy Director of Community Resources, Employment and Training; Budget Administrator and Accounting Manager	2024 – 2021
City of Salinas	Planning Manager, Assistant Finance Director, Senior Civil Engineer, Chief of Police, Finance Director	2023 – 2021
City of San Jose	Assistant Chief Information Officer, Chief Information Officer	2023 – 2022
City of Santa Fe Springs	City Manager	2023

City of Santa Monica	City Engineer, Director of Transportation	2023
City of Signal Hill	City Manager	2023
City of Soledad	City Manager	2023
City of Vista	Director of Engineering, Director of Community Development , Assistant City Manager, Fire Chief	2023
City of West Hollywood	Economic Development Director	2023
Contra Costa Water District	Assistant General Manager (Water Resources, Operations, & Maintenance), Assistant General Manager (Engineering & Construction), Director of Finance	2023 – 2022
County of San Bernardino	Chief of Homeless Services	2023
East Bay Regional Park District	Chief of Interpretive & Recreation Services, Chief of Design & Construction, Chief Information Officer	2023 – 2022
Fresno Irrigation District	Senior Civil Engineer	2023
Mtn. House Community Services District	Utilities Manager	2023
Mtn. View Sanitary Dist.	Chief Plant Operator/Wastewater Operations Manager	2023
Orange Co. Mosquito & Vector Control District	Director of Human Resources	2023
South San Joaquin Irrigation District	Telemetry System Supervisor, Finance and Administration Manager	2023 – 2022
South Tahoe Public Utility District	General Manager	2023
Transportation Corridor Agencies	Chief Capital Program Officer	2023
Valley Sanitary District	General Manager	2023
Yolo Transportation Dist.	Director of Finance & Administration	2023
Alameda Housing Authority	Administrative Manager	2022
California Assoc. - Local Agency Formation Commissions	Executive Director	2022
Carpinteria Valley Water District	Accountant	2022
City of Berkeley	Accounting Manager, Director of Information Services, Director of Engineering	2022 – 2021
City of Calexico	Chief of Police, City Manager	2022
City of Cherry Hills Village, CO	Chief of Police	2022

City of Leavenworth	City Administrator	2022
City of Oceanside	City Manager	2022
City of Oroville	Chief of Police	2022
City of Piedmont	Communications Program Manager	2022
City of Tracy	City Attorney	2022
City of Woodland Park, CO	Chief of Police	2022
County of Imperial	Director of Social Services	2022
County of Santa Clara	Deputy Director of Parks & Recreation, Director, CEPA; Planning Services Manager	2022 – 2021
County of Sonoma	Real Estate Manager	2022 – 2021
Dublin San Ramon Services District	Wastewater Treatment Plant Operator-in-Training, Electrician I/II, Human Resources Analyst II, Wastewater Treatment Plant Operations Superintendent	2022 – 2021
East Valley Water District	General Manager/Chief Executive Officer	2022
Greater LA County Vector Control District	General Manager	2022
Metro Parks Tacoma	Chief Financial and Administrative Officer	2022
Padre Dam Municipal Water District	Engineer Manager- Development Services	2022
Port of Oakland	Port Supervising Engineer (Civil), Senior Human Resources Analyst	2022
San Mateo County Transportation Auth./Transit District	Executive Officer, Transportation Authority; Manager, Real Estate Capital Project Support and Property Management; Human Resources Manager; District Surveyor, Real Estate; Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and Human Resources	2022 – 2021
Santa Barbara Metropolitan Transit District	Director of Finance and Administration, Director of Human Resources and Risk	2022
Solano Transportation Agency	Director of Projects, Senior Accountant, Program Coordinator	2022
Stanislaus Animal Services Agency	Director of Animal Services	2022
Stinson Beach County Water District	General Manager	2022
Tahoe Regional Planning Agency	Director of Human Resources & Organizational Development	2022

PROJECT TEAM

Frank Rojas **Recruitment Manager**

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of Vista, County of Riverside, City of Riverside, City of Pasadena, and West Valley Water District, recent successful efforts include positions of Economic Development Director, City Manager, Finance Director, County Executive Officer, Director of Human Resources & Development, City Treasurer, DEI Officer, Chief of Police, and Director-level hires for Information Technology, Social Services, Public Works, Community Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Chelsea Freeman **Recruiting Supervisor**

Chelsea's professional experience includes almost 20 years in Human Resources which includes both the public and private sectors. She began her HR journey in private-sector manufacturing and then later transitioned to the public sector. Her previous role was as the Classification, Compensation, and HR Operations Manager at California State University, Monterey Bay, where she was responsible for developing and implementing a compensation philosophy for staff and faculty, as well as implementing process improvement efforts within the HR operations. She provided ongoing consultation to executives relating to organizational effectiveness, recruiting, and best practices in hiring which included Diversity and Inclusion training and properly classifying and compensating employees.

Since joining K&A, a Gallagher company, Chelsea has partnered her classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. She currently manages full-cycle recruitments for California public sector agencies including cities, counties, and special districts. She provides supervisory oversight for technical, professional, and management recruitments.

Chelsea earned her B.A. degree in Communications from Sonoma State University.

Amanda Kreller **Executive Recruiter**

Amanda brings over twenty (20) years of diverse expertise spanning the public and private sectors with a strong focus on executive search, recruitment process outsourcing, and corporate environments. Throughout her career, she has excelled in identifying and connecting outstanding individuals across all organizational levels, ranging from

corporate leaders and executives to professionals, technical experts, and individual contributors. Amanda's unwavering dedication to fostering diversity, equity, and inclusion (DE&I) practices is evident in her commitment to sourcing the most exceptional talent for every unique context.

Amanda's educational background includes a Bachelor of Arts (BA) degree in Marketing and Media Studies from San Diego State University, as well as a Master in Education (MEd) in Elementary Education. She is a certified teacher who began her professional journey in the public school system, teaching grades EC-5. Her passion for education extended to serving as a board member for local private schools.

Drawing on her diverse experiences, Amanda smoothly transitioned into recruiting for government agencies such as City of Los Angeles, City of San Diego, City of Long Beach, City of Laguna Beach as well as companies across a range of industries, including biotechnology, environmental, healthcare, technology, legal, finance, human resources, and marketing.

Amanda has honed her skills in providing innovative solutions and support in areas such as organizational development and management, talent engagement and placement, and process improvement strategies. Her multifaceted background equips her with a unique perspective and enables her to offer valuable insights and guidance in various aspects of talent acquisition and organizational growth.

Peter Smith

Executive Recruiter

Pete brings 18 years of recruiting experience to the table. He has recruited in the public and private sectors in searches spanning nearly every discipline. Examples of his expertise include: executive, director, and professional roles in the public sector; accounting, finance, and treasury; C-Suite positions; private sector director and manager roles generally; and professional roles including legal, accounting/CPA, and healthcare. Further, he has experience in all technical roles, including transportation and public works.

Pete has a Bachelor's of Science in Business Administration with an emphasis in International Business and has started and led several recruiting offices in California.

Pete's success as a recruiter is rooted in values, hard work, and determination. He views his role towards candidates as one as a trusted advisor. It is a matter of helping the candidate understand the realities of the industry and market and explaining in detail what the client/employer is looking for, while maintaining appropriate levels of discretion towards all. Regarding clients, a perspective of complete candor is essential. A consultative approach is required whereby the client is assisted in understanding how their needs intersect with the candidate's perspective. Pete employs state-of-art technology in recruiting, including AI tools, but combines this with traditional, high-touch efforts.

Pete prides himself on universal success in unearthing fantastic candidates. His secret is diligence tempered by constant re-evaluation of metrics and results. There is no such thing as a failed search, only a failure of awareness and creativity.

Ember Plummer

Recruitment Coordinator/Project Support

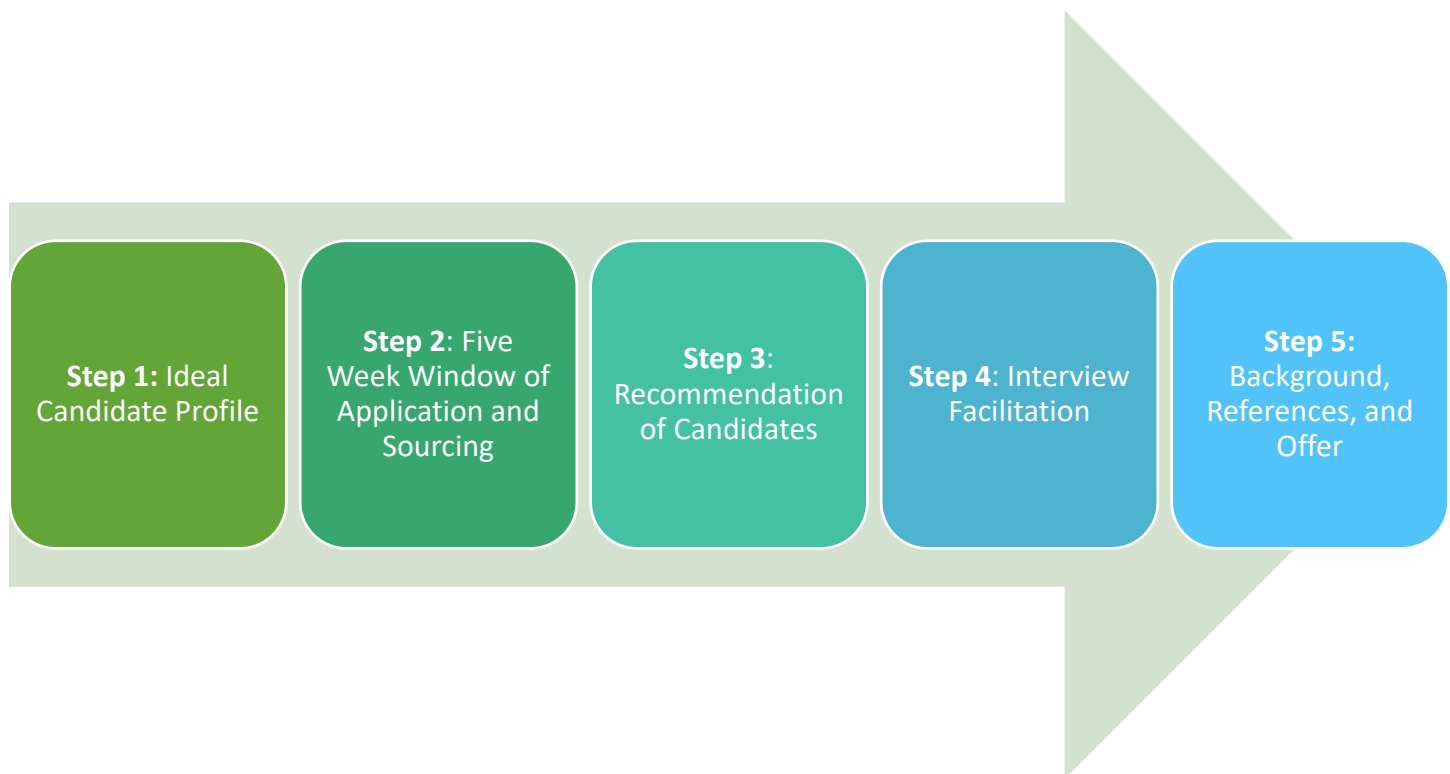
Ember supports the Koff & Associates team as a Recruiting Coordinator/Project Support. Since joining K&A, they have helped to develop efficient processes to streamline recruiting services. They support the recruiting team in a broad range of administrative needs and in preparing reports and documentation for clients. Ember earned their B.A. in English Language & Literature and World Literature from Smith College in Northampton, MA.

PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants**. This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the City and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.



Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the City in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A.

After meeting(s) with the City, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the City's feedback. The brochure will highlight the strengths of the City of Lomita and the surrounding community. The brochure will feature the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Step 2: Five Week Window of Application & Sourcing

K&A can, at the request of the City, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the City prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City, including candidate documents, interview notes, and an outline of the recruitment process.

Step 3: Recommendation of Candidates

K&A will provide the City with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the City and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.

Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							

K&A Diversity Statement

In 2023, **64% of our placements were women or people of color.** We source candidate pools that are representative of our clients' communities, and we present highly achieved slates of finalists with the same diversity. We use a variety of industry-specific diversity advertising to source a diverse and representative population of candidates. For example, a Fire Chief advertising campaign included posts to International Association of Women in Fire & Emergency Service - Women in Fire, International Association of Black Professional Fire Fighters, Inc., National Association of Hispanic Firefighters, and International EMS & Firefighters Pride Alliance.

This statement serves to reaffirm our commitment to providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.

REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
City of Riverside DEI (Diversity, Equity, and Inclusion) Officer, Debt & Treasury Manager, Budget Manager	Edward Enriquez, CFO (951) 826-5972 EEnriquez@riverside.gov 3900 Main St, Riverside, CA 92501
City of Palm Springs Fire Chief, City Manager	Stephanie George Director of Human Resources 760.323.8217 Stephanie.George@palmspringsca.gov 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262
City of Pasadena Director of Library & Information Services, Chief of Police, Controller, Director of Parks Recreation and Community Services	Tiffany Jacobs-Quinn, Human Resources Director (626) 744-4126 tjacobsquinn@cityofpasadena.net 100 Garfield Ave, Pasadena, CA 91101
West Valley Water District General Manager	Haydee M. Sainz Human Resources & Risk Manager (909) 820-3712 hsainz@wwwd.org 855 W. Baseline Rd. Rialto, CA 92377

PRICING PROPOSAL

Projects

- Public Works Director
- Community and Economic Development Director

Professional Fee and Expenses

- Total not-to-exceed professional fee of \$24,000 per recruitment, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
 - (This includes a discount of \$1,000 per recruitment if both are undertaken concurrently).
- Invoices will be billed monthly in four equal increments of \$6,000 per recruitment.
- Total fee for two concurrent recruitments will be \$48,000 (discounted from \$50,000).
 - Fee for one recruitment individually will be \$25,000.

Note: Expenses do not include candidate travel.

Optional: Recruitment Video

In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs \$4,000.

Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the City a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the City disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A's retention rate during the first 12 months of hire is robust and has been above 95% over the last several years.

PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the City's professional services agreement for recruitment services, however we respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California



Frank Rojas

Date: May 23, 2024

Recruitment Manager



Koff & Associates
A Gallagher Company



LAWNDALE

*Welcomes you
to the Heart of the South Bay*

CITY OF LAWNDALE

Director of Public Works/ City Engineer



➤ THE HEART OF THE SOUTH BAY

The City of Lawndale is located in the southwestern region of Los Angeles County, California. This "Heart of the South Bay" city is situated in the South Bay area, approximately fifteen miles southwest of downtown Los Angeles and five miles east of the Pacific Ocean. The city borders Hawthorne to the northwest, Redondo Beach to the west, and Torrance to the southwest. Lawndale is easily accessible via major roadways, including the San Diego Freeway (I-405) and the Pacific Coast Highway (California State Route 1). Lawndale is comprised of predominately single-family homes, encompassing 1.97 square miles, with a population of approximately 32,000 residents.

Founded in 1905 and incorporated in 1959, Lawndale has transformed from a rural community to a blossoming suburban community with residential neighborhoods, schools, parks, and commercial areas that caters to the needs of the community. These establishments contribute to the local economy and add to the overall character of Lawndale. Lawndale, a diverse, vibrant close-knit community offers various community services, including law enforcement, public works, recreation, and community outreach programs.

➤ GOVERNANCE

The City has a council-manager form of government with an elected Mayor, four Councilmembers, and a full-time appointed City Manager. The City is a contract city with police and fire services provided by the County of Los Angeles. There are about 60 full and part-time City staff to provide other City services.

To learn more about the City of Lawndale, visit the City's website at: www.lawndalecity.org

➤ THE DEPARTMENT

The Public Works Department of the City of Lawndale is dedicated to maintaining and improving the quality of life in Lawndale by promoting, building, improving, and maintaining municipal infrastructure and protecting the health and safety of the community. Its professional, technical, clerical and skilled operations fall within four (4) service areas: Administration, Engineering, Street Maintenance, and Grounds Maintenance.

The Department's responsibilities include developing and managing the fiscal operations of the department; routine maintenance of City streets and sidewalks; custodial, carpentry, plumbing, electrical, and painting services; providing project management services for the design and construction of the City's Capital Improvement Program; including maintaining the integrity of public rights-of-way through inspection services for repairs, construction, and other work in the right-of-way.

The Public Works Department contracts services such as street sweeping, solid waste and recycling, storm drain maintenance, traffic striping and markings, traffic signal operation and maintenance, bridge soffit light repairs, flood control, traffic and transportation, sewer maintenance, tree, land development, and landscape maintenance. The department has an internal staff of 20 employees, including the Director.

The Mission of the Public Works Department:

"We are dedicated to maintaining and improving the quality of life in the city by planning for future needs; promoting environmental quality; building and maintaining municipal and public infrastructure and protecting health and safety."





► THE POSITION

Appointed by the City Manager, the Director of Public Works / City Engineer supervises, plans, organizes, directs, and administers the activities and operations of the City's Public Works Department. The hands-on position has full responsibility for providing direction and oversight for the department's key operational areas which includes engineering, street, building and landscape maintenance, and contract administration. This position also serves as the City Engineer and administers the city's public works engineering programs; reviews, evaluates and develops work products, methods, policies and procedures.

Duties include:

- Review and evaluate engineering plans, drawings, estimates and preliminary reports for construction and improvement projects for final approval.
- Monitor workflow and oversee and monitor the department's budget and direct the forecast of additional funds needed for projects, staffing, equipment, materials and supplies.
- Respond to and resolve difficult and sensitive inquiries and complaints.
- Oversee public works capital improvement projects, designs and construction, and quality control including civil and traffic engineering, municipal public works street design, subdivisions, parcel maps, grading, plan check, traffic light signal, graffiti, weed abatement, and water and sewer systems.
- Negotiate, execute and administer a variety of contracts and agreements, review and interpret government regulations and requirements, and prepare and provide reports as required.

► THE IDEAL CANDIDATE

The City of Lawndale is seeking a leader with strong management, organizational and communication skills with a proven track record of effectively overseeing capital improvement projects and

public works operations. The City is seeking a knowledgeable and skilled professional with admirable integrity and dedication to achieving specific objectives to improve the overall performance and effectiveness of the Department's service delivery, while providing exemplary municipal customer service to City residents, businesses, and visitors.

Key Attributes and Characteristics

Successful candidates must have strong management, organization, supervision and open communication skills and a dedication to bring best practices and departmental efficiencies as well as, but not limited to the following:

- A strong leader with the willingness and ability to respond quickly to resident complaints and issues. A problem-solver with a hands-on style of management, the ability to multi-task, and to adapt to changing priorities.
- A proactive manager with community awareness, sees a problem and addresses it with staff for clear and quick resolution.
- Political astuteness. A versatile personality who acknowledges criticism without taking it personally, engages openly with different audiences, and can bring about successful resolutions.
- Possesses a passion for public service and pursues professional success and efficiencies in alignment with the mission and vision of the City of Lawndale.
- A collaborative supervisory style willing to encourage and actively listen to the ideas of others.
- An energetic communicator who values the experience and knowledge of the City's Central Management Team.
- A leader that can develop and manage a culture of professionalism, mutual respect, and create a team-oriented high performing working environment.

➤ MINIMUM QUALIFICATIONS

An equivalent combination of education and experience that demonstrates possession of the requisite knowledge, skills and abilities is qualifying.

- A bachelor's degree from an accredited college or university with major course work in civil engineering or related field.
- A master's degree is highly desirable.
- Six (6) consecutive years of increasingly responsible experience managing a diverse public works department.
- Two (2) years supervising, managing and/or directing a division or department.
- Registration as a Professional Engineer and/or Land Surveyor in the state of California is required.



➤ COMPENSATION AND BENEFITS

The salary range for this position is \$155K - \$189K depending on experience. The City offers a 5% pay increase for a P.E. certification.

The City also offers an excellent benefit package, as follows, but not limited to:

RETIREMENT – The City contracts with the California Public Employee's Retirement System (CalPERS) to provide retirement benefits for eligible employees. The City offers 2%@55 formula for "classic members" and 2%@62 formula for "new members," in compliance with Public Employees' Pension Reform Act 2013 (PEPRA). The City does not participate in Social Security.

DEFERRED COMPENSATION – The City offers a 457 defined contribution supplemental retirement plans. Employees who participate are able to receive a City contribution match of up to \$7750 per fiscal year.

HEALTH BENEFITS – The City provides extensive health contributions (\$1,080.36 per month) towards medical, dental and vision premiums. The City also provides an employee assistance program, group term life insurance (\$100,000) and long-term disability. An IRS Section 125 Flexible spending account also available.

LEAVES AND HOLIDAYS – The City provides annual vacation and sick leave, that is accrued and based on years of service. The City also provides prorated Executive Leave benefits and varying number of Floating Holidays, as a result of the various work schedules provided by the City.

WORK SCHEDULE – The City offers varying work schedules to include 5/40, 9/80 and 4/10 work schedules.

City Hall is open Monday through Thursday 7:00 a.m. to 6:00 p.m., although many facilities operate during evenings and weekends. The Director of Public Works/ City Engineer may be required to work various hours, to include evenings, weekends and holidays, to meet operation needs.

For more specific compensation plan information, please visit the City's website at www.lawndalecity.org and search for the Central Management Team Salary Resolution.

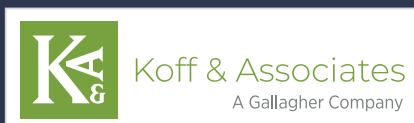
All employees are designated disaster service workers in the event of an emergency or natural disaster. The City of Lawndale and its employees are required to comply with any state or County Public Health Orders.

➤ APPLICATION PROCESS

The final filing date is Monday, June 3, 2024.

To be considered, please submit a resume, cover letter, and five work related references (who will not be contacted in the early stages of the recruitment) to: <https://koffassociates.com/lawndale-dir-public-works-city-eng/>.

Resumes should reflect years and months of positions held. For additional information, please contact:



Frank Rojas
Phone (510) 495-0448
frank_rojas@ajg.com

Website: <https://koffassociates.com/>

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. Koff & Associates will report the results to the City. The City will then select candidates to participate in City interviews. Extensive reference and background checks will be completed on the selected candidate.



April 2022
FLSA: Exempt

PUBLIC WORKS DIRECTOR

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Public Works Department including utilities, civil engineering, maintenance, and capital improvement projects; formulates departmental policies, goals, and directives; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises direct supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a department director classification that oversees, directs, and participates in all activities of the Public Works Department, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, City functions and activities, including the role of the City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all Public Works Department programs, services, and activities including utilities, civil engineering, maintenance, and capital improvement projects.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments, as necessary.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously

monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.

- Monitors legal, regulatory, technology, and societal changes and court decisions that may affect the work of the department; determines equipment acquisition, training programs, and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Confers with engineers, developers, architects, contractors, and a variety of outside agencies and the general public in acquiring information and coordinating engineering, public works, transportation, utilities, and related matters; provides information regarding these matters.
- Directs the preparation of a variety of studies and reports relating to current and long-range transportation planning and/or capital improvement including the preparation of plans, specifications, designs, estimates, contracts, schedules, inspections, and projects.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the areas of responsibility.
- Directs the maintenance of working and official departmental files.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.
- Responds to the most complex and difficult inquiries and requests for information; provides information and resolves service issues and complaints; represents the department with other City departments, other agencies, civic groups, developers, and the public.
- Serves as a spokesperson for the Public Works Department at a variety of community events, meetings, and other public relations activities.
- Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of leadership.

- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development.
- Principles and practices of managing and administering complex budgets.
- Principles and practices of contract management.
- General principles of risk management related to the functions of the assigned area.
- Practices, principles, procedures, regulations, and techniques of public works administration.
- Functions, authority, and responsibilities of an elected City Council.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Technical, legal, financial, and public relations challenges associated with the management of public works programs.
- City codes, ordinances, standard operating manuals, personnel policies and procedures, and applicable memoranda of understanding.
- Civil engineering principles related to planning, traffic, streets, public buildings, and capital facilities planning.
- Enterprise operations and rate setting principles.
- Community involvement methods and practices.
- Methods and techniques for the development of presentations, contract negotiations, and information distribution.
- Methods and techniques of developing technical and administrative reports and business correspondence.
- Research and reporting methods, techniques, and procedures.
- Federal, state, and local laws, codes, and regulations relevant to the area(s) of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative and professional leadership for the Public Works Department.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local laws, regulations, policies, procedures, and standards relevant to work performed.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with contractual obligations.
- Effectively administer a variety of public works programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.

- Perform and negotiate cost/benefit analyses.
- Plan, analyze, and evaluate programs and services, operational needs, and fiscal constraints.
- Make effective public presentations to elected bodies, business groups, the general public, and City staff.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Effectively represent the department and the City in meetings with individuals, governmental agencies, community groups, and various business, professional, and regulatory organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Direct the establishment of filing, recordkeeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in engineering, public administration, or a related field.

Experience:

- Eight (8) years of increasingly responsible managerial or administrative government experience in civil engineering, municipal public works maintenance, or a related field, including three (3) years of management experience.

Licenses and Certifications:

- Possession of a valid California Driver's License, to be maintained throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work occasional evenings and weekends for Council or Committee meetings and/or special events.



April 2022
FLSA: Exempt

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monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.

- Monitors legal, regulatory, technology, and societal changes and court decisions that may affect the work of the department; determines equipment acquisition, training programs, and procedural changes to ensure retention of qualified staff and the provision of services to the community in an effective, efficient, and economical manner.
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- Responds to the most complex and difficult inquiries and requests for information; provides information and resolves service issues and complaints; represents the department with other City departments, other agencies, civic groups, developers, and the public.
- Serves as a spokesperson for the Public Works Department at a variety of community events, meetings, and other public relations activities.
- Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
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Ability to:

- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
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- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
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- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
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- Direct the establishment of filing, recordkeeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
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- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in engineering, public administration, or a related field.

Experience:

- ~~Eight~~^{Ten} (8~~40~~⁴⁰) years of increasingly responsible managerial or administrative government experience in civil engineering, municipal public works maintenance, or a related field, including ~~three~~^{five} (3~~5~~⁵) years of management experience.

Licenses and Certifications:

- Possession of a valid California Driver's License, to be maintained throughout employment.
- ~~Possession of a valid registration as a Professional Engineer (PE) issued by the State of California, to be maintained throughout employment.~~

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend,

stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work occasional evenings and weekends for Council or Committee meetings and/or special events.



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND WILLDAN**

This AGREEMENT for CIP/Water-Related Project Management and Public Works Operational Analysis is entered into this 4th day of June, 2024, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Willdan ("CONSULTANT").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for CIP/Water-Related Project Management and Public Works Operational Analysis.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an hourly rate of \$238 per hour for CONSULTANT's services, for a total amount not to exceed \$65,688, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each

month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONSULTANT's key person assigned to perform work under this Agreement is Jeff Stewart. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2024, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.

8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY

resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **Laws and Regulations; Employee/Labor Certification.** CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
12. **TERMINATION.**
 - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
 - B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
 - D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
13. **INDEMNIFICATION.**
 - A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find

CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 18, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. **INDEPENDENT CONSULTANT.** CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. **AUDIT OF RECORDS.**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. **CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. **INSURANCE REQUIREMENTS.**

A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover

CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 12 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any CONSULTANTS while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.
20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTS and agents.

21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
22. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
23. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	<u>Willdan</u> <u>13191 Crossroad Parkway</u> <u>Suite 405</u> <u>Industry, CA 91745</u> <u>ATTN: Vanessa Munoz, PE</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

25. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
26. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

35. **DISCLOSURE REQUIRED.** (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONSULTANT

City Manager

By:

Vanessa Munoz, President

ATTEST:

City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney

Exhibit A - Scope of Work

CIP/Water-Related Project Management

- Oversee and administer the Cypress Water Production Facility (CWPF) and Distribution System upgrade project; and
- Oversee and administer various Capital Improvement Projects (CIP)

Operational Assessment Report

- Assess management efficiencies, communication and interrelationships between all levels of the Public Works staff, including management and supervisorial staff. Provide recommendations for improvements.
- Recommendations to improve current CIP process from design/engineering to construction.

Hourly Rate

\$238/hr.



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7h**

FROM: Andrew Vialpando, City Manager

REVIEWED BY: Carla Dillon, P.E., Public Works Director

PREPARED BY: Frederic Aboujaoude, P.E., Principal Engineer

MEETING DATE: June 4, 2024

SUBJECT: Resolution Authorizing the Execution of a Letter of Intent to Award Schneider Electric Buildings Americas, Inc., the Design-Build Contract for the Lomita City Hall HVAC Upgrade Project

RECOMMENDATION

Adopt resolution authorizing the City Manager to sign an Investment Grade Audit Agreement/Letter of Intent to Award Schneider Electric Buildings Americas, Inc., the Design-Build Contract for the Lomita City Hall HVAC Upgrade Project and find this project categorically exempt from the California Environmental Quality Act (CEQA).

BACKGROUND

Lomita City Hall is a two-story building constructed in 1973 with a Heating, Ventilation and Air Conditioning (HVAC) system that has not been updated. The existing HVAC system is a double deck system, consisting of a hot deck and a cold deck. This system uses a gas furnace as the source of energy to cover air conditioning needs for approximately 22,000 square feet of office space. The current HVAC system has reached the end of its useful life and is slated to be upgraded.

Upgrading the City's HVAC system would create lasting value for City facilities and will lead to long-term energy savings and efficiency in addition to minimizing the City's carbon footprint in the region.

In early 2021, the City of Lomita was informed that it received funding in the amount of \$4,860,976 from the American Rescue Plan Act (ARPA) 2021. In July 2021, the City received half of this grant amount and received the other half in July 2022. The funding is contingent upon City Council awarding this project by the end of this calendar year.

To expedite delivery of the project, and as allowed through public contracting, a Design-Build delivery method will be undertaken whereby the selected firm performs both design and construction work. To initiate the design phase, the City will issue a Letter of Intent, also known as an Investment Grade Audit Agreement, whereby the City expresses its intent to work with the selected firm on the design for this project. This is the standard practice in the design-build delivery method to provide assurance for the selected firm that their resources spent on the design would be compensated in the event the City chose not to continue with the construction phase. Most recently, Schneider Electric Buildings Americas, Inc. entered into similar agreements for HVAC upgrades for the City of Kingsburg, CA as well as the City of Yountville, CA.

After the City approves the final design and cost estimate, an official declaration to award will need to be adopted by the City Council. Staff is confident that the design can be completed and approved prior to the end of this calendar year to secure the ARPA funds. The construction phase is anticipated to commence in early 2025.

SELECTION PROCESS

On April 15, 2024, staff issued a Request for Proposal (RFP) pursuant to California Government Code section 4217.10. A total of three firms submitted proposals. Staff reviewed the submittals and ranked the firms based on qualifications and experience. Schneider Electric Buildings Americas, Inc. received the highest rankings as they possessed the best overall work plan and qualifications. A follow up conversation was held on May 20, 2024, to further confirm that the City's constraints and needs are well-understood. Schneider Electric Buildings Americas, Inc. is a global firm specialized in electrical and mechanical projects and is a leader in sustainable and efficient energy infrastructure. Staff also checked Schneider's references and positive feedback was received.

CEQA

It is recommended that the City Council find this project is not subject to CEQA pursuant to CEQA Guidelines, Section 15302 Replacement or Reconstruction of existing structures and facilities. This project consists of upgrading and replacing the existing HVAC system.

FISCAL IMPACT

There is no fiscal impact of this action at this time, however, upon official award of this project, the budget for this project is already accounted for under the Facilities Improvement funds for \$1,830,799 and is expected to use \$1,259,055 of the American Rescue Plan Act (2021) funds.

OPTIONS

1. Approve staff's recommendation.

2. Provide alternative direction.

ATTACHMENTS

1. Request for Proposal (RFP)
2. Schneider Electric Buildings Americas, Inc. Proposal
3. Letter of Intent / Investment Grade Audit Agreement
4. CEQA Notice of Exemption (NOE)
5. Resolution

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



Frederic Aboujaoude, P.E.
Principal Engineer



CITY OF LOMITA

REQUEST FOR PROPOSALS

FOR

DESIGN-BUILD OF LOMITA CITY HALL HVAC SYSTEM UPGRADE PROJECT

Date Issued: April 15, 2024

Proposals Due: May 15, 2024

CITY OF LOMITA ♦ 24300 NARBONNE AVE ♦ LOMITA, CA 90717

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I: REQUEST FOR PROPOSALS OVERVIEW

The City of Lomita ("City") is issuing this Request for Proposals ("RFP") pursuant to California Government Code section 4217.10 *et seq.* to contract with one qualified firm¹ to design and build a new Heating, Ventilation and Air Conditioning (HVAC) System at Lomita City Hall ("Project").

City officials aim to create lasting value for City facilities by upgrading the HVAC system for long-term energy and utility bill savings and efficiency. This underscores the City's commitment to minimize the region's carbon footprint.

A. BACKGROUND

The City of Lomita is an urban, densely populated 1.97 square miles (total area is 1,261 acres), located at the base of the Palos Verdes Peninsula in the Los Angeles Basin, Los Angeles County. The City of Lomita is in the southwestern part of Los Angeles County, 26 miles south of downtown Los Angeles and bounded by the City of Torrance on the north and west, the Harbor Region of Los Angeles to the east, and the City of Rolling Hill Estates on the southwest; and the City of Rancho Palos Verdes and unincorporated Los Angeles County area to the southeast. Lomita is almost completely developed with mostly residential neighborhoods and commercial units.

Lomita City Hall, a two-story building, was constructed in 1973 and the HVAC system has not been updated since. The existing HVAC system is a double deck system, consisting of a hot deck and a cold deck. This system uses a gas furnace as the source of energy to cover air conditioning needs for approximately 22,000 square feet of office space.

The current HVAC system includes pneumatic thermostats and pneumatic actuators located throughout the first and second floors of City Hall. The scope includes installation of thermostats in each room, as well as replacing the pneumatic thermostats with electrical ones.

The HVAC Air Handler has been patched multiple times and is inside the electrical room on the second floor. The Air Handler has reached the end of its useful life and will need replacement.

A 225-ton compressor is located on the roof of the City Hall building. It was last replaced approximately 15 years ago and requires replacement.

If the ceiling tiles in the office space need to be temporarily removed for installation purposes, the selected firm shall restore the false ceiling after the new system is installed. This will require coordination with City staff throughout the duration of this project as City Hall will be occupied by City Staff on weekdays.

¹ Use of the term "firm" throughout this document shall mean individual proprietorship, partnership, Limited Liability Company, corporation, or joint venture.

B. BASE SCOPE OF WORK

The selected firm is to provide a full time Inspector and Resident Engineer to provide project management for the duration of the Project until the Project paperwork is finalized and approved by the City for project acceptance. The Resident Engineer shall be a licensed Mechanical Engineer registered in the State of California or a licensed Civil Engineer with documented prior experience with HVAC projects in the State of California.

The selected firm will provide the necessary comprehensive Testing Services to the City of Lomita Public Works Department in accordance with all provisions of the project plans and specifications.

The following tasks include but are not limited to:

1. Task 1 – General Project Administration and Meetings

The selected firm shall assign a project manager that will serve as the point of contact and coordinate all communication with the City of Lomita staff. The selected firm must provide an experienced Design-Build Team that has knowledge and understanding of energy resources projects.

- The selected firm shall coordinate a kick-off meeting with Lomita staff and subcontractors to discuss the scope of the project, develop a work plan to accomplish the project goals, schedule, and identify future constraints.
- In addition to the kick-off meeting, the selected firm shall plan for sufficient meetings with Lomita staff to complete the project. The selected firm shall prepare agendas for all meetings and submit them to the City two (2) working days prior the meeting for review. For each meeting, the selected firm shall record minutes and distribute them within five (5) working days of the meeting.
- The selected firm shall submit monthly progress reports with each invoice. Progress reports shall contain work performed, project concerns and impacts, and the work anticipated for the next month.

2. Task 2 – Research and Investigation

The selected firm shall review existing records and research the availability of other as-built records.

3. Task 3 – Design

The selected firm must provide an experienced Engineering and Construction Team who has successfully delivered services on similar projects. The selected firm shall create plans and specifications to include, but not limited to, the following:

- Technical specifications to cover different aspects of this project (design, construct new HVAC system and demolition of existing HVAC system)
 - 40% Plans
 - 60% Plans
 - 100% Plans
- Warranty information and Operation and Maintenance Manual
- Submittal requirements

All plans, specifications and submittals are subject to approval by the City Engineer.

4. Task 4 – Construction

Prior to start of construction, the selected firm shall submit to the City for review the following documents:

- Proposed Laydown Area for approval (if on City Property)
- Plan for Debris and Dust Control

The design-build firm shall coordinate with City Staff on a continuous basis since the offices will be occupied throughout the duration of this project. Updates to the project schedules should be sent to the City on a monthly basis with justifications for any possible delays.

5. Task 5 – Punch List and Project Closeout

Approximately one month shall be allocated for the purpose of punch list items, producing as-built drawings, training, demonstration of software/controls, and general operation and maintenance procedures.

C. PUBLIC PROCUREMENT COMPLIANCE

The City is procuring this Project pursuant to California Government Code section 4217.10, *et seq.* The successful Proposer shall be required to comply with applicable California laws, such as, but not limited to, prevailing wage laws and provide a payment and performance bond, as may be further specified in detail herein.

D. LABOR COMPLIANCE

Pursuant to Section 1720.6 and Section 1771 of the Labor Code, the Project is subject to the payment of prevailing wages. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful Proposer, copies of which are on file and will be made available to any interested party upon request at the City Clerk's office at or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful Proposer at the job site. The successful Proposer and all subcontractors under him, shall comply with all applicable Labor Code provisions, which include the payment of not less than the required prevailing rates to all workers employed by them in the

E. CONTACT & PROPOSER'S LIST

For general information pertaining to this RFP, Proposer shall contact the City via email: publicworks@lomitacity.com and f.aboujaoude@lomitacity.com.

The Contract Administrator for this RFP and the resulting Contract is Frederic Aboujaoude, Principal Engineer at 310-304-4968 or f.aboujaoude@lomitacity.com. The Contract Administrator is the only individual authorized on behalf of the City to make any modifications via addenda or otherwise to this RFP and the resulting Contract, if any. The Proposer shall not rely upon any oral change from anyone, or a written request for change from someone other than the Contract Administrator. All changes/addenda must be in writing, signed by the Contract Administrator. All addenda issued by the Contract Administrator shall be incorporated into this RFP and a part herein as if originally set forth in this RFP. It is the Proposer's responsibility to stay up to date with project updates are posted on <https://lomitacity.com/current-bids-rfps/>.

Firms that are interested in being placed on the City's "Proposer's List" shall contact the City's Contract Administrator. The City will only issue updates/ addenda to those firms on the "Proposer's List" via email or facsimile. The Proposer's List will not be confidential and will be subject to disclosure pursuant to the California Public Records Act.

II: **RFP TIMETABLE**

The following dates are provided for Proposer's convenience and, while the City does not anticipate changing the dates at this time, are adjacent subject to revision in the sole discretion of the City:

EVENT	DEADLINE
RFP Published	4/15/2024
Optional Site Visit	4/24/2024
Questions Due	4/29/2024
Addenda Due	5/06/2024
Proposals Due	5/15/2024
City Council Award*	6/04/2024

**Date is approximate*

City staff will conduct an optional pre-proposal site visit to allow prospective firms to get a closer look at the project site. This is scheduled for: April 24, 2024 at 10:00 AM at 24300 Narbonne Ave, Lomita, CA.

The estimated duration of Design shall be no more than 4 months. Similarly, the duration for construction shall be no more than 3 months which includes one month of punch list work.

III: **PROPOSAL REQUIREMENTS**

A. **PROPOSAL FORMAT**

Proposals shall be in the following format:

1. Introduction/Cover Letter, signed by individual with authority to bind firm
2. Proposed Project Team: Name assigned project managers and representatives.
3. Qualifications and Experience of Proposed Project Team: Clearly define what responsibilities these individuals will be charged with relative to this Contract. Provide a project organizational chart, if appropriate.
4. Base Bid Proposed Scope
5. Alternate Strategies for Base Bid
6. Add Alternates Proposed
7. Measurement & Verification Plan
1. Economic Performance Evaluation (Pricing)
 - a. Base Bid
 - b. Base Bid Alternate Strategies (if any)
 - c. Add Alternates
2. References
3. Exceptions to RFP / Contract

B. SUBMISSION OF PROPOSAL PACKAGES

Proposals must be enclosed in a sealed envelope marked "Lomita City Hall HVAC Upgrade Project, Proposal Enclosed". The proposal must be delivered to the address stated below on or prior to May 15th, 2024 at 1:00 PM.

To ensure fairness, responses received after this deadline will be returned unopened. It is the responsibility of the Proposer to ensure that any deliveries are received by this date and time.

All responses to RFP will become the property of the City and will not be returned; and

- One (1) physical copy and one (1) electronic version of the full bid proposal must be submitted. The electronic version must be via email to publicworks@lomitacity.com and f.aboujaoude@lomitacity.com and the various components of the proposal must be consolidated into a single document.
- Proposals shall be sent by U.S. mail, hand delivery, or courier to the address indicated below. A facsimile submittal is not acceptable. Please send proposal to:

Lomita City Hall, 24300 Narbonne Ave, Lomita, CA 90717

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by the City and shall not be subject to disclosure under the California Public Records Act until after either the City and the successful proposer have completed negotiations and entered into the Contract attached as Attachment C, or the City has rejected all proposals. Furthermore, the City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or contract.

Furthermore, the Proposer shall fill out the Questionnaire in Attachment D.

The City will not reimburse Proposers for the cost of proposal preparation.

C. EVALUATION PANEL

Based on the evaluation criteria outlined herein, all technical Proposals shall be evaluated by an Evaluation Committee designated by the City. Interviews may be considered at the discretion of the Evaluation Committee to resolve uncertainties relating to their proposals and to arrive at a complete agreement on all requirements. The Evaluation Committee, upon completion of evaluating the technical proposals, will recommend that a Contract be signed with the selected firm. The City reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the work.

D. AWARD PROCESS

The City intends to award the Contract for work to the qualified Proposer whose offer conforms to the RFP, whose Proposal proposes a Project which will provide the best value to the City, best meets the City's needs and is most likely to assist the City in achieving its objectives, which the City shall determine in its sole and absolute discretion.

Once a firm has been selected, a Letter of Intent conveying the City's intent to award is sent to the successful bidder(s) and to unsuccessful bidders. All letters are issued on the same day. The notification letters are normally signed by the City Manager or a Director of Finance with approval from their board or council. The contract cannot be awarded for a period of five working days starting the day after posting.

During this time and prior to contract award, the selected Proposer must draft, for the City's approval, at the Proposer's sole cost and expense, a set of Construction Documents for the City's review, and approval (which City approval shall be deemed to include, but is not limited to, the City's permitting department).

Proposers shall establish a Base Bid scope of work and Guaranteed Maximum Price budget. Proposers are strongly encouraged to expand the Base Bid scope of work by including "Add Alternate" items in their proposals which would include other financially and logistically viable opportunities that do not expose the City to added technical or financial risk. In addition, the City is willing to consider alternative strategies that may provide superior results to the Base Bid suggested.

The selected Proposer shall bear the sole cost and expense of designing and permitting the Project to the satisfaction and acceptance of the City. Once the Project is designed and permitted, the City will take the Construction Documents and the Project contract to the City Council for award and, if approved by the Council, may execute the contract with the Proposer for construction of the Project. In the event that the successful Proposer is unable and/or unwilling to modify the Construction Documents to meet the City's approval and permitting requirements, the City, in its sole discretion, may begin negotiations with the next Proposer whose Proposal proposes a Project which will provide the best value to the City, best meets the City's needs and is most likely to assist the City in achieving its objectives, which the City shall determine in its sole and absolute discretion. The City reserves the right to seek clarification of information submitted in response to this RFP. The City also reserves the right to make an award without further discussion with any of the Proposers.

During the course of the proposal evaluation, the City may request clarification of, or information about, any item in the proposal. The Proposer shall respond within the time requested. If the clarification or information is not forthcoming, the City may, at its sole discretion, disqualify a proposal if it determines that evaluation of the proposal cannot proceed in the absence of clarification. However, the City, in its sole discretion, may review and evaluate proposals and award a Contract based solely on the materials contained in the Proposer's proposal.

The estimated quantities and assumptions provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities and assumptions may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

The City reserves the right, at its sole discretion, to accept a response that does not satisfy all requirements but which, in the City's sole judgment, sufficiently demonstrates the ability to produce, deliver, design, permit and install the Project and to satisfy the major requirements set forth in this RFP. The City expects to complete its evaluation process to select a qualified proposer but reserves the right to change key dates and action as the need arises.

The City intends to award the Project to one Proposer; however, the City retains the right to award one or more separate Contracts to one or more Proposers, in the City's sole discretion.

E. GENERAL CRITERIA FOR ALL MEASURES

1. Proposer is responsible to provide and install any special mounting hardware for equipment as well as all installation materials (conduit, tubing, railways, junction boxes, fittings, piping, duct, etc.) for a complete project.
2. All field devices and equipment will be mounted as per manufacturer recommendation.
3. Proposer is responsible for equipment startup.
4. Proposer is responsible for on-site installation supervision throughout the duration of the project.

5. Proposer is responsible for patching all building penetrations performed by the Proposer during installation.
6. Proposer shall provide Operations & Maintenance manuals for all Proposer-provided equipment.
7. Proposer is responsible for all generated trash.
8. Proposer is responsible for disconnection of existing equipment to be replaced
9. Proposer is responsible for connection of new equipment to be installed
10. Proposer is responsible for proper disposal of existing equipment to be replaced
11. Proposer shall clean all work areas on a daily basis and equipment after project completion.
12. Proposer is responsible for all required permits.
13. Installation done as required by Federal, State, local codes and laws.
14. Proposer is to verify unit count, size and that specified units may be properly installed at their specified locations.
15. Proposer must provide start up/interconnection agreements with local utility.

F. BIDDERS IMPLEMENTATION PLAN

Proposers shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones for all specified deliverables.

IV: MEASUREMENT AND EVALUATION / PERFORMANCE GUARANTEE

The purpose of this section is to specify the requirements surrounding the measurement and verification of actual energy savings against energy savings expectations established prior to implementation.

Should the Proposer offer a performance savings guarantee, the Proposer will be expected to provide a clear plan for the independent measurement and verification of the proposed savings. All Proposer measurement and verification plans must, at a minimum, adhere to the appropriate sections of the International Performance Measurement and Verification Protocol ("IPMVP") and allow the City, or agents of the City, to verify performance of any solutions expected to yield utility cost savings.

If necessary, the City will contract with a third-party measurement and verification entity of their choice to provide performance verification.

Proposers are responsible for including any measurement and verification requirements associated with any incentive, grant, or financing programs affecting the financial model presented by the Proposer.

V: PROPOSER REQUIREMENTS & EVALUATION CRITERIA

Each respondent to this RFP should demonstrate that it satisfies the minimum requirements described in this RFP in order to be selected as an eligible Proposer. The City will evaluate the proposals utilizing the following factors, which the City shall weigh in its sole discretion:

A. NECESSARY AND ESSENTIAL PREQUALIFICATION REQUIREMENTS

Proposers must meet the following criteria and requirements, as well as submit appropriate evidence thereof, in order for a Proposer to be scored by the City and permitted to submit a Proposal for the Project.²

1. Proposer must be licensed in the State of California to design and construct the Project (Contractor's License Class B – General Contracting and/or C-10 – Electrical) and possess the requisite design licensing and engineering qualifications. Any such licenses must be in good standing at the time of submittal of the Prequalification Documents.
2. Proposer must submit evidence of general liability, auto, and worker's compensation insurance. The successful firm shall procure and maintain, for the duration of the contract, insurance policies as listed in Section 17 - Insurance Requirements of the attached sample Professional Service Agreement (PSA).
3. Proposer must have a Worker's Compensation Experience Modification Rate of 1.25 or less.
4. Proposer must not have any violations under the California Solar Initiative (CSI) program as determined by the administrator of the CSI program.
5. Proposer must attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that the Proposer's current bonding capacity is sufficient for the Project.

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. The Proposer shall attach, within a separate sealed envelope marked as indicated below, the latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information. NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement. The separate sealed envelope shall be marked as follows:

**Proprietary – Not For Public Disclosure
Financial Statement of [Proposer's Name]
For the City of Lomita RFP**

7. Proposer's license must not have been revoked at any time in the last five (5) years.
8. Proposer must not have been terminated for cause or defaulted on a project during the last ten (10) years.
9. At the time of submittal of the Prequalification Documents, Proposer must not be ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract pursuant to either Labor Code section 1771.1 or Labor Code section 1777.7.

² A Proposer disqualified solely because it does not meet the requirements of items 6, 7, 8, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeals process.

10. Proposer, or any of its owners, officers, or partners, cannot have been found liable in a civil suit, or convicted/found guilty in a criminal action within the last ten (10) years: (a) involving the awarding of a contract of a government construction project, (b) involving the bidding or performance of a government contract, or (c) involving fraud, theft or any other act of dishonesty, including but not limited to the California False Claims Act, or Federal False Claims Act.
11. Proposer must not have been cited and assessed by CAL OSHA penalties for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five (5) years.
12. Has your Proposer's license, or those of its responsible managing Employee, Responsible Managing Officer, any Owners, Officers, or Partners been revoked or suspended at any time in the last five (5) years? *(If any such license has been revoked, Proposer is automatically disqualified. If any such license has been suspended, attach a sheet explaining the circumstances which the Owner may consider.)*
13. Within the last five (5) years, Proposer must have completed three projects with the minimum following scope of work:
 - a. Contract amount in excess of \$250,000; and
 - b. Similar scope of work.

B. EVALUATION CRITERIA

1. *Responsiveness to the Request for Proposal*

- a. Requested information included and thoroughness of response.
- b. Executive Summary, understanding of the project.
- c. Creativity of proposed project approach.
- d. Clarity and brevity of the response.

2. *Responses to Base Bid Scope of Services*

- a. Requested information included and thoroughness of response.
- b. Project can be completed in time allotted.

3. *Responses beyond Base Bid Scope of Services*

- a. Attention to detail/aesthetics.
- b. Project can be completed in time allotted.

4. *Qualifications and Experience*

- a. Key personnel have experience with projects of similar size and scope.
- b. Project team's experience covers all relevant areas.
- c. Project team show to have extensive project management and energy planning experience.

5. *Past Performance as Indicated by References*

- a. Multiple positive references on projects of similar size, scope and schedule.

- b. Proven ability to deliver projects on time, within budget.
- c. Few change orders.

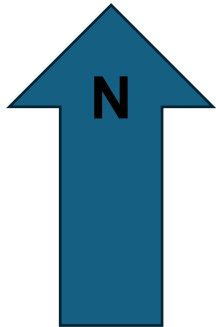
6. *Other factors the City might deem relevant following its review of the proposals*

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The City will solely perform all proposal reviews and will select the winning Proposer(s); the City will provide Contract administration and support immediately after the winning Proposer is selected.

ATTACHMENT – A

SITE OVERVIEW AND PHOTOS





ALL DIMENSIONS ARE APPROXIMATE CONTRACTOR NEEDS TO VERIFY THEM AT SITE



Return Air Fan in the Mechanical Room on 2nd floor



Electrical Room Panels on 2nd floor



Air Handler Unit in the Mechanical Room on 2nd floor



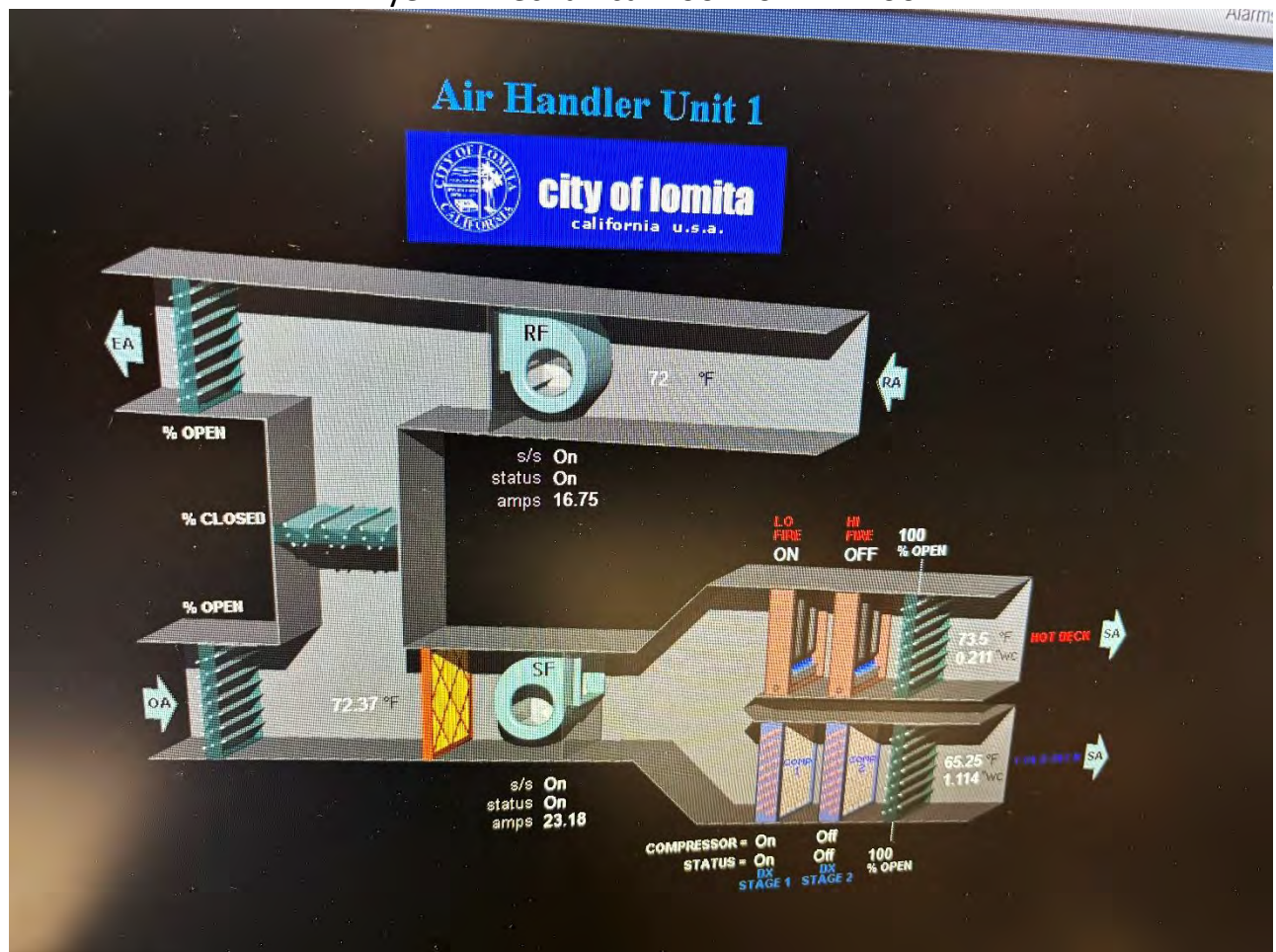
Air Handler Unit in the Mechanical Room on 2nd floor showing double duct system.



Air Compressor in Mechanical Room on 2nd Floor



Dryer in Mechanical Room on 2nd Floor



Schematic of current HVAC System

ATTACHMENT - B

AS-BUILT RECORDS

ATTACHMENT – C

PROFESSIONAL SAMPLE AGREEMENT (PSA)

ATTACHMENT – D

RFP QUESTIONNAIRE

RFP QUESTIONNAIRE

1. Background Information

- a. Provide firm name as it appears on license: _____
- b. Contact person and title: _____
- c. Address: _____
- d. Phone: _____ Fax: _____ Email: _____
- e. Indicate legal status of the firm (Corporation, Partnership, Sole Proprietor, Etc.): _____

- f. If firm is a Corporation, indicate President and Secretary: _____

- g. If firm is a Partnership, indicate partners: _____

- h. If firm is a Sole Proprietor, indicate owner: _____

- i. Current Proposer's license numbers and classifications: _____

- j. How long have you had this license: _____

Have any of the principals of the firm had another Proposer's license or have they been listed on any other Proposer's license: If the answer is "Yes", provide the license numbers and explain the circumstances on attached sheets.

☐ Yes ☐ No

2. History of Your Firm

- a. How long ago was Proposer's firm founded under current Proposer's license number: **(Please provide appropriate evidence of date.)** (1 point per year up to maximum of 10 pts.)
- b. For the categories of projects listed below identify the number of projects that your firm has **completed in last five (5) years**. For each project listed, provide a list of project names, contract amounts, completion dates and Owner contact information to substantiate the information provided in this section.

NOTE: At least one project must satisfy the requirements listed in Part 1, Question 12. Proposer should note which project satisfies this requirement. Each project may only be used in one category for scoring purposes.

_____ Solar PV installation (3pts. Per project up to a maximum of 15 points)

3. Project List and References

Attach sheets showing the ***last*** ten (10) largest California public construction projects your firm has completed within the last five (5) years. Information must include the following: Name of Owner, Owner Contact and Phone Number, Project Name and Description, Original Contract Amount and Final Contract Amount. *Of the projects listed, the original contract amounts of the projects will be averaged and scored on the following basis:*

_____ Average equal to or greater than \$7.5 million. (25 pts.)

_____ Average equal to or greater than \$5 million (20 pts.)

_____ Average equal to or greater than \$3 million (10 pts.)

_____ Less than \$3 million. (Zero)

4. OSHA Violations

- a. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful,” or “repeat” violations of its safety or health regulations in the last five (5) years: *(If answer is “Yes,” Proposer is automatically disqualified.)*

☐ Yes ☐ No

- b. Has the federal OSHA cited and assessed penalties against your firm in the last five (5) years: *(If answer is “Yes,” Proposer is automatically disqualified.)*

☐ Yes ☐ No

5. Labor Code and Apprenticeship Violations

- a. At the time of submitting this prequalification form, is your firm ineligible to bid on or be awarded a Public Works contract, or perform as a subcontractor on a Public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7? *(If answer is “Yes,” Proposer is automatically disqualified.)*

☐ Yes ☐ No

- b. Has there *been* any occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state or federal (Davis-Bacon) prevailing wage laws/requirements? *(5 points for either “No” or “Yes” indicating 1 such instances; 3 points for “Yes” indicating 2 such instances; 0 points for “Yes” and more than 2 such instances.)*

☐ Yes ☐ No Number of Instances: _____

6. Claims History

- a. In the last ten (10) years, has your firm or any of its owners, officers or partners, ever been found liable in a civil suit, or convicted/found guilty in a criminal *action*: (a) involving the awarding of a contract of a government construction project, (b) involving the bidding or performance of a government contract, or (c) involving fraud, theft or any other act of dishonesty, including but not limited to the California False Claims Act, or Federal False Claims Act? *(If answer is "Yes", Proposer is automatically disqualified.)*

☐ Yes ☐ No

- b. At any time in the last five years has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner? *(5 points for either "No" or "Yes" indicating 1 such instances; 3 points for "Yes" indicating 2 such instances; 0 points for "Yes" and more than 2 such instances.)*

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

- c. In the last five years has the Proposer, or any firm with which any of the Proposer's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of the Proposer held a similar position as in (1) on this form. *(5 points for "No"; 0 points for "Yes".)*

☐ Yes ☐ No

If "yes," explain on a separate signed page. State whether the Proposer involved was the Proposer applying for prequalification here or another firm. Identify by name of the company, the name of the person within the Proposer who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

- d. In the last five years has the Proposer been denied an award of a public works contract based on a finding by a public agency that the Proposer was not a responsible bidder?

☐ Yes ☐ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency. *(5 points for "No"; 0 points for "Yes".)*

NOTE: The following two questions refer only to disputes between the Proposer and the owner of a project. The Proposer need not include information about disputes between the Proposer and a supplier, another Proposer, or subcontractor. Also, the Proposer may omit reference to all disputes about amounts of less than \$25,000.

- e. In the past five years has any claim **against** the Proposer concerning the Proposer's work on a construction project been **filed in court or arbitration?**

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). If "yes", are there any current claims against the Proposer that should you lose the claim(s), would adversely affect the Proposer's financial position or the Proposer's ability to meet the Proposer's obligations if awarded the contract for this project? If so, please explain.

- f. In the past five years has the Proposer made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?** *(5 points for either "No" or "Yes" indicating 1 such instances; 3 points for "Yes" indicating 2 such instances; 0 points for "Yes" and more than 2 such instances.)*

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution). If "yes", are there any current claims against a project owner that should the Proposer lose the claim(s), would adversely affect the Proposer's financial position or the Proposer's ability to meet the Proposer's obligations if awarded the contract for this project? If so, please explain.

- g. At any time during the past five years, has any surety company made any payments on the Proposer's behalf, to satisfy any claims made against a performance or payment bond issued on the Proposer's behalf, in connection with a construction project, either public or private? (5 points for "No"; 0 points for "Yes".)

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

- h. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Proposer? (5 points for "No"; 0 points for "Yes".)

☐ Yes ☐ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of each refusal.

7. **Surety Company Information**

- a. At any time during the past ten (10) years, has any surety company made any payments on your firm's behalf as a result of a default or to satisfy any claims made against a payment bond issued on your firm's behalf? (5 points for "No"; 3 points for "Yes" indicating no more than 1 such claim; 0 points for 2 or more claims.

☐ Yes ☐ No Indicate Number of Claims: _____

If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so. (5 points if the rate is no more than 1.0 percent; 3 points if the rate was no higher than 1.10 percent; 0 points for any other answer.) _____%

- b. During the last five (5) years, has your firm ever been denied bond credit by a surety company or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? ("No" = 5 points; "Yes" = 0 points.)

☐ Yes ☐ No

8. **Insurance/Worker's Compensation Experience Modification Rate**

- a. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? (5 points for "No", 3 points for "Yes" indicating 2 such instances; 0 points for "Yes" or if more than 2 such instances.)

☐ Yes ☐ No Number of instances: _____

- b. What is your firm's current worker's compensation experience modification rate? (*Less than 1.00 - 5 pts.; 1.01 < or = 1.25 - 2 pts.; If > 1.25 Proposer is automatically disqualified.*)
Please provide evidence from your insurance carrier of this modification rate.

CERTIFICATION UNDER PENALTY OF PERJURY

I, the undersigned, certify and declare that I know the contents of all documents submitted pursuant to the Prequalification Documents, have read all the foregoing answers to the Prequalification Questionnaire included in the Prequalification Documents and any attached sheets and know their contents. The matters contained in, or submitted pursuant to the Prequalification Documents, all documents submitted herewith, and all Prequalification Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature

Print Name

Title

(Must be Signed by an Owner, Partner, or Corporate Officer Authorized to Sign on behalf of the Corporation, which Signature Must be Notarized.)



City of Lomita

Response to RFP for Design-Build
HVAC System Upgrade Project

May 15, 2024



Cover Letter

May 15, 2024
Frederic Aboujaoude, Principal Engineer
City of Lomita, CA

Dear Mr. Aboujaoude,

This proposal presents an exciting opportunity to strategically reinvest your energy and operational budget into infrastructure improvements and technology enhancements that will modernize the HVAC system at Lomita's City Hall. Your project's vision and objectives are clear: to execute a comprehensive, turn-key HVAC replacement project at City Hall in line with ARPA timelines and your allocated budget of \$1,500,000 ARPA funds. The goal is to replace the unit with an upgraded system that ensures efficient operations, delivers clean air, and enhances the comfort of building occupants. Additionally, you seek a partner capable of providing solutions for your pneumatic controls, while also designing and developing solar and other measures to further the City's environmental sustainability goals and optimize utility and energy usage through infrastructure improvements. With this project, Schneider Electric is poised to support the City of Lomita in achieving more while optimizing expenditure.

I am pleased to formally submit this response for the Lomita City Hall HVAC Replacement proposal on behalf of Schneider Electric. As the primary contact for this submission, I am authorized to provide any necessary clarifications. My contact information is provided below for your convenience. Schneider Electric will serve as the prime contractor, lead integrator, and turnkey provider for the services detailed in this proposal, ensuring full compliance with all relevant laws, requirements of the State of California, as well as federal funding guidelines and requirements.

The Schneider Electric Difference

After discussions and investing many hours to understand the needs of Lomita, we're confident that Schneider Electric is the long-term energy partner that can make your vision a reality. As you review this response, we hope you'll see how we stand apart from others with these key Schneider attributes:

Excellence

For over 180 years Schneider Electric has had an unrelenting commitment to innovation and excellence for our clients. **With over \$1,178,365,700 of repeat business** from satisfied customers, we have cultivated an established track record you can count on. From a City Hall improved air quality project in Palmdale California, to a \$400M Solar Microgrid resilience project in Tokyo, Japan – **Schneider Electric has been rated the #1 Energy Services Company (ESCO) since 2017**

Best Value Solution

Our best value approach combines firm-fixed pricing with the perfect balance of in-house expertise and competitive subcontractor bidding. In addition, the City of Lomita will benefit from Schneider's unique structure of a complete local team run from our regional CA office (within 30 miles from the City of Lomita), with unparalleled national scale resources – bringing nothing but the highest talent, best solutions, and most value to the table for this unique project.

Innovative Approach

It is important to us that your project not only saves you energy, but also encompasses everything you envision. We first listen to your needs and then strive to bring innovative options to the table that are usually outside the ability or scope of most of our competitors.

We have read the City's Request for Proposals (RFP) for Lomita City Hall HVAC Upgrade, received the addendum, and fully understand its intent. We certify that we have **qualified and experienced LOCAL personnel**, vast successful project experience, and capabilities and resources to provide the City of Lomita and fulfill the requirements. The outcome and success of this project hold significant importance to us, and we are committed to completing this program **on-time, within budget**, and **exceeding the expectations** set for this initiative.

Sincerely,




Rachel Torgerson

Account Executive / Program
Manager

P: 916.848.8088

E: rachel.torgerson@se.com

1660 Scenic Ave,
Costa Mesa, CA 92626



Jordan Lerner

VP of Sales, West Region

P: 206.406.5239

E: Jordan.Lerner@se.com

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This proposal, and any exhibits and attachments hereto, (collectively, this "Proposal") and any information contained herein, is the property of Schneider Electric Buildings Americas, Inc. (Schneider Electric) and shall constitute proprietary and confidential information. The party to whom this Proposal is addressed (the "Receiving Party") acknowledges the confidential nature of this Proposal and agrees to take all necessary precautions to ensure the confidential treatment of this Proposal and all information contained herein. This Proposal is intended solely for the employees, representatives, and agents of the Receiving Party (the "Receiving Party Representatives"); provided, however, that this Proposal is only to be disclosed to those Receiving Party Representatives on a "need-to-know" basis. Except for the Receiving Party Representatives, the Proposal will not be used, copied, reproduced, disclosed or otherwise made available, directly or indirectly, to any other person, firm, corporation, governmental unit, association or entity, for any purpose whatsoever, without the prior written consent of Schneider Electric.

1

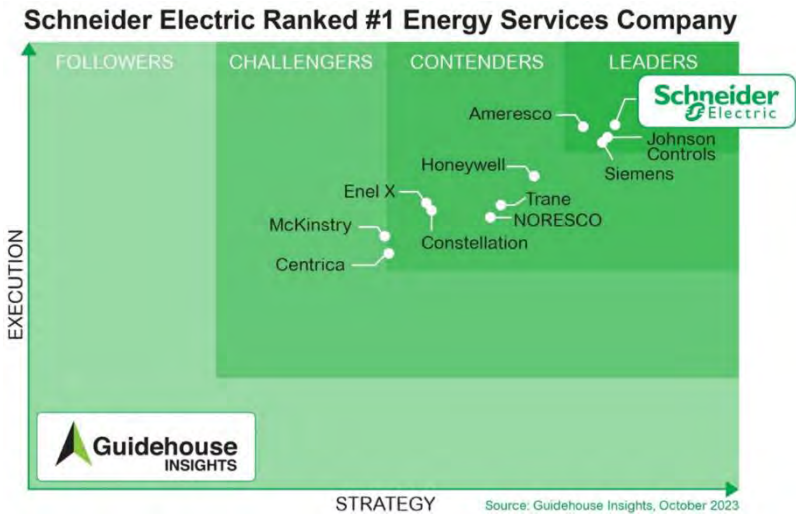
Introduction



1. Introduction

At the heart of every municipality is the promise of innovation and excellent service. Now is the perfect time to move forward in updating your infrastructure and addressing your deferred maintenance. Rest assured, the Schneider Electric Project Team has the depth of expertise and proven performance to engineer your mechanical solutions at the Lomita City Hall building and any other complex projects you may have in the future. We’ve completed projects for municipalities, large cities, public schools and universities, public-private partnerships (P3), and federal military bases.

When it comes to big picture planning, we know what we’re talking about. Whether it is for fortune 500 companies, or a city like Lomita, we have the expertise to take your goals and put together thoughtful, strategic, long-term plans that can make your goals a reality. We’re also no stranger to joint-ventures and community partnerships. When it comes to serving our customers, we will present the strongest team possible. Schneider Electric is open to all ideas the City might put forth, and we have the ability to execute them one-by-one.



Third-party research company Guidehouse Insights ranked Schneider Electric as the **#1 ESCO for the last 5 years.**

Benefits to Your Community

By investing in these proposed improvements, Lomita will be able to:

THIS PROJECT WILL PROVIDE:

- Solution: Improved comfort controls
- Solution: State of the art technology
- Solution: Energy efficiency

TO HELP YOU ACHIEVE:

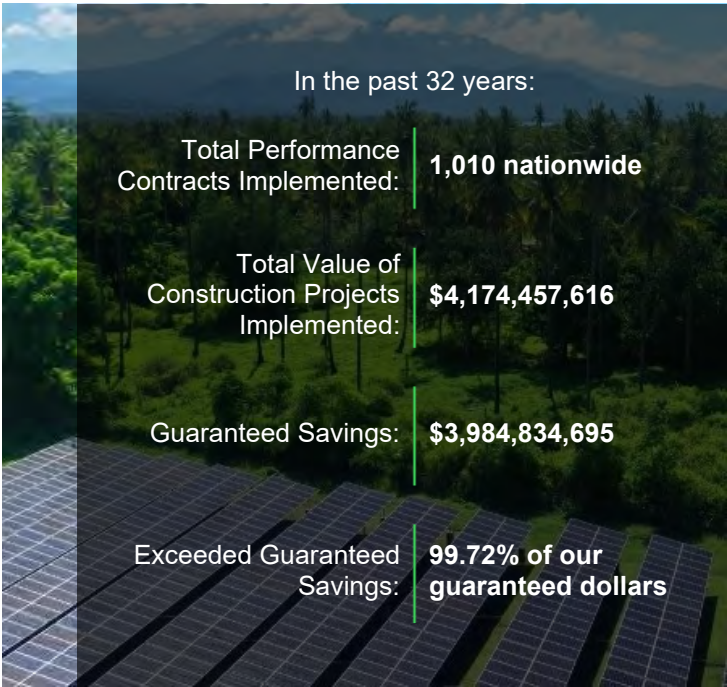
- Benefit: Real time responses to occupant feedback
- Benefit: Electrification
- Benefit: Reduced energy and maintenance costs

Organizational Information

WHO IS SCHNEIDER ELECTRIC?

Schneider Electric was established in 1836 and has grown into a global specialist in energy management, efficiency, and infrastructure. We entered the ESCO business 32 years ago with the founding of our Sustainability Business in 1992. We offer the backing and stability of a large company, while the Sustainability Business operates with the flexibility and local approach you may find with a smaller company. Lomita will receive the resources and expertise you need with the personal touch of local representatives who understand your unique challenges.

Our operations span more than 100 countries, with nearly 135,000 employees and \$34.2 Billion in annual revenue. In short, we offer the backing and stability of a large company, while the Sustainability Business operates within the ESCO space as a smaller division. Lomita will receive the resources and expertise you need with the personal touch of local representatives who understand your unique challenges.



OUR ENERGY PARTNERSHIP AND SUSTAINABILITY BUSINESS

SCHNEIDER ELECTRIC LOCATIONS

Managing Office for the City of Lomita:	Costa Mesa Office 1660 Scenic Avenue Costa Mesa, CA 92626
ESCO Headquarters:	Schneider Electric Buildings Americas, Inc. 1650 W. Crosby Road Carrollton, TX 75006
World Headquarters:	Schneider Electric S.E. 43-45, boulevard Franklin-Roosevelt F-92500 Rueil-Malmaison Cedex (France)

Schneider Electric's Sustainability Business offers over three decades of experience helping our clients successfully advance their goals through energy and infrastructure improvement projects. You will work with a team of certified, in-house experts who have the insight and skill to develop projects that align with your priorities and foster stakeholder trust in your strategic direction. Your team can rest assured that we offer the right credentials and proven expertise to deliver on our promises, as recognized by the Department of Energy, the Department of Defense, NAESCO, the Environmental Protection Agency, and more.

We offer an approach that extends beyond standard performance contracting services. We'll help Lomita realize your vision and accomplish your highest priority goals in several key areas, including:



Energy

Reduce and optimize your utility and energy usage through infrastructure improvements and positively impact social and economic prioritization areas.



Technology

Modernize your facilities using the latest technology tailored to your needs and further enhance social justice initiatives.



Funding

Leverage reallocated funds from your energy savings to fund improvements and explore available energy grants, rebates, and more.



Facilities/Operations

Training to sustain optimal equipment performance and solutions that reduce long-term operating and maintenance costs.



Community Engagement

Empower stakeholders and educate them in both English and Spanish regarding behaviors that affect your budget. Tailor messaging through lens of intersectional community needs.



Public Image

Co-create a marketing vision plan that will help build awareness of your environmental commitment through press releases, community outreach events, specialized signage, and more.

Contact Information

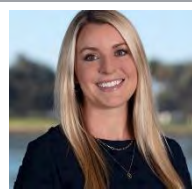
MEET THE CITY OF LOMITA TEAM

Contact for Negotiations

Point of Contact(s) for City of Lomita RFP



Jordan Lerner
Regional Vice President
Jordan.Lerner@se.com
(206) 406-5239



Rachel Torgerson
Account Executive / Program Manager
Rachel.Torgerson@se.com
(916) 848-8088

Qualifications and Experience

NAESCO ACCREDITATION

Schneider Electric is an active, accredited member of NAESCO as an **Energy Service Provider (ESP)**. This accreditation, the highest that NAESCO awards, means that we offer all of the capabilities of a traditional ESCO, as well as additional offerings not all firms in the energy business are able to provide. Our projects not only include energy conservation measures, but we also have the expertise to **help our clients meet emissions reduction targets or achieve carbon neutrality** as part of their performance outcomes. This includes solutions such as distributed energy generation, cogeneration, combined heat and power (CHP) projects, as well as arrangement of firm contracting of energy supply and energy-as-a-service (EaaS).



Schneider Electric is accredited by the National Association of Energy Services Companies (NAESCO) as an **Energy Service Provider**

ACTIVE GENERAL CONTRACTOR LICENSE IN CALIFORNIA

California Experience

We have a long history of providing energy work in the State of California since 1995. Schneider Electric employs over 2,100 people in the state of California and has five regional offices in Southern California, with our main office being located two hours from Palmdale in Costa Mesa.

We have developed and implemented over \$370M worth of work for cities, counties, school districts, and special districts across the state. Schneider Electric is registered as a California Professional Engineering firm and functions as a general contractor on energy savings performance contracts. Our registration number is 708952.






All subcontractors working for Schneider Electric on your project will be required to have a valid California contractor's license, and our Project Manager will ensure that applicable permits are obtained prior to project start. Your project team will also include a designated Professional Engineer licensed in the State of California



U.S. DEPARTMENT OF ENERGY (DOE) QUALIFIED ESCO

As an approved performance contractor for the DOE and the DOD, Schneider Electric has undergone substantial vetting. Our credentials prove that we can do what we say we will do—whether it be for the federal government or for a City like yours.

Schneider Electric's recent Federal, resilience-focused ESPC projects featured in this section have all included solutions that provide onsite renewable energy generation to offset purchased power and, in several instances, powering mission critical operations during grid outages. All projects have solar PV and renewable energy.

Marine Corps Air Station (MCAS) Miramar	U.S Air Force, Hurlburt Field (HBF) ESPC	US Coast Guard, Puerto Rico ESPC	Moody Air Force Base (MAFB) ESPC	Naval Base Coronado / San Clemente Island (NBC/SCI) ESPC
				
\$19.2M design-build project that included one of the largest and most advanced renewable energy powered military microgrids	\$36M ESPC that included 240kW of solar PV and 265kWh Battery Energy Storage	\$49M ESPC that included 2.9MW of solar PV, funded with the first ESA within an ESPC for the federal government	\$21.8M ESPC including a 2.5MW solar PV installation, HVAC and EMCS upgrades in over 60 buildings	\$114M ESPC with 500kW solar PV system and a 99.999% guarantee of system uptime for a critical data center

BONDING CAPACITY

We have the ability to bond all work that will be developed as part of your project. Our commitment to complete the work for the fixed price promised is bolstered by our performance bond, which guarantees we will fulfill all our construction obligations. Schneider Electric primarily uses Western Surety Company when providing payment and performance bonds to our customers. Western Surety Company is rated "A-" by AM Best and is capable of providing written confirmation of Schneider Electric's bonding capacity. Schneider Electric is in the position to consider single projects up to \$50 million with an aggregate limit of \$400 million. This excellent bonding capacity translates into lower bonding costs for Schneider Electric, which translates into savings for you. The current bonding rate is \$3.35/\$1000.

Our bonding agent is:

Jessica Iannotta, Bond Specialist, AVP
Marsh USA, Inc.
445 South Street, Suite 210
Morristown, NJ 07960

P: (973) 401-5116
F: (973) 401-5380
jessica.iannotta@marsh.com

Lomita requires a partner that offers financial soundness and stability to protect your investment in your project. Schneider Electric has the wherewithal to deliver on our promises so that you can follow through on yours. By partnering with Schneider Electric, you will have a dedicated financial expert at your side to answer your questions and explain your options as you seek financing associated with your project.

As a result, you will:

- 1 **Proceed** with confidence knowing you have all of the information you need to make informed decisions about the project and its associated financing.
- 2 **Attain** a package of financing options for consideration that offers competitive terms and optimizes the value of your energy savings.
- 3 **Reduce** your exposure to risk during construction and throughout the guarantee period.

Your energy savings guarantee is a direct obligation and commitment from Schneider Electric, not a “savings assurance” guarantee provided or issued by a third party. We hold our guarantees as a liability on our financial statements and truly bear the financial responsibility of the savings guarantee. This means we are professionally and financially vested in making sure your savings are achieved. If your project does not deliver the savings promised, we make up the difference.

WESTERN SURETY COMPANY represents Schneider Electric for all their surety bonding needs.

Currently, we can bond a single project up to **\$50 Million** with an overall limit of **\$400 Million**.

Specialty values can also be considered.





According to Dun & Bradstreet, Schneider Electric has a higher-than-average financial strength, compared to others in our industry sector, and a lower-than-average risk indicator when comparing other businesses of the same financial strength category.

Rest assured, you will not take on the risk of or responsibility for an unfinished project. With Schneider Electric, you will partner with a company that has a long history of growth and financial strength that can support your project needs well into the future. We have the ability to bond all work that will be developed as part of your project. Our commitment to complete the work for the fixed price promised is bolstered by our performance bond, which guarantees we will fulfill all of our construction obligations.

Likewise, because Schneider Electric acts as your single point of accountability, Lomita will not be exposed to the risk of subcontractor liens resulting from unpaid invoices. We will obtain payment bonds to ensure our subcontractors are paid on time and in compliance with our contract. This protects your bottom line, your fiscal reputation, and your valuable public image.

A PARTNER WITH
EXCELLENT FINANCIAL
STANDING

You will have the support and backing of a reputable, credit-worthy ESCO

 Fully Insured & Bonded	 Moody's Rating
 S&P Global Rating	 Dun & Bradstreet Rating

PUBLIC SECTOR ENERGY PERFORMANCE CONTRACTS IN THE LAST FIVE YEARS

Schneider Electric has built a strong California EPC client base and can provide excellent references and testimonials. Please call our references and be candid in your questioning of their experience with our company. We are eager to work with you on achieving your goals and we hope to use your positive experience in partnering with us as the cornerstone for a long-term relationship between our organizations.

Project Name	City	State	Project Size
City of Palmdale	Palmdale	CA	\$20,700,000
City of El Centro	El Centro	CA	\$14,983,747
University of California San Diego	San Diego	CA	\$7,800,000
Naval Base Coronado	San Diego	CA	\$45,034,918
Marine Corps Air Station Miramar	San Diego	CA	\$19,288,354
San Diego Unified School District – Multi-phase	San Diego	CA	\$25,252,299
Carlsbad Unified School District – Multi-phase	Carlsbad	CA	\$21,000,000
San Marcos USD – Multi-phase	San Marcos	CA	\$3,243,576
Vista USD – Multi-phase	Vista	CA	\$3,882,668
County of Placer	Auburn	CA	\$470,559
Valley Sanitary District	Indio	CA	\$69,869,942
City of Simi Valley	Simi Valley	CA	\$38,598,999
LA County Sanitation District - Valencia	Valencia	CA	\$34,892,541
Mt. Diablo USD Phase 2	Concord	CA	\$24,354,012
Hacienda La Puente USD Phase 4	City of Industry	CA	\$20,746,006
Modesto City Schools Ph2 Microgrid	Modesto	CA	\$20,472,549
Huntington Beach USD Ph2	Huntington Beach	CA	\$16,827,918
Kings Canyon Unified School District	Reedley	CA	\$16,083,347
Modesto City Schools	Modesto	CA	\$13,492,447
Huntington Beach UHSD Ph III	Huntington Beach	CA	\$11,965,945
Conejo Valley Thousand Oaks	Thousand Oaks	CA	\$8,772,978
Chowchilla Elementary School District	Chowchilla	CA	\$7,902,391
Moraga School District	Moraga	CA	\$6,994,996
Huntington Beach Union High School	Huntington Beach	CA	\$6,876,381
Ojai Unified School District	Ojai	CA	\$5,467,329
Santa Ana Unified School District	Santa Ana	CA	\$5,465,282
Conejo Valley USD	Thousand Oaks	CA	\$4,963,544
Pasadena Unified School District	Pasadena	CA	\$4,913,625
Dublin Unified School District	Dublin	CA	\$4,600,000
Stockton USD Phase 4	Stockton	CA	\$4,518,524
Capistrano Unified School District Phase 3	San Juan Capistrano	CA	\$4,321,505
Silver Valley Unified School District	Yermo	CA	\$3,998,746
Golden Valley Unified School District	Madera	CA	\$3,827,045

Project Name	City	State	Project Size
Yucaipa-Calimesa JUSD	Yucaipa	CA	\$3,723,973
Lemoore Union ESD	Lemoore	CA	\$3,692,063
Capistrano Unified School District Phase 2	San Juan Capistrano	CA	\$3,635,320
Sierra USD - 4217 Project	Prather	CA	\$3,567,234
Norwalk La Mirada USD	Norwalk	CA	\$3,450,000
Santa Ana Unified School District – McFadden	Santa Ana	CA	\$3,288,057
Berkeley Unified School District - Healthy Buildings	Berkeley	CA	\$3,000,000
Charter Oak Unified School District Phase 3	Covina	CA	\$2,951,448
Oakdale Joint Unified School District	Oakdale	CA	\$2,898,549
Kings Canyon Unified School District Phase 2	Reedley	CA	\$2,487,134
Conejo Valley USD - StruxureWare	Thousand Oaks	CA	\$2,459,548
Santa Paula USD Phase 2	Santa Paula	CA	\$2,326,564
Palos Verdes Peninsula USD	Palos Verdes Estates	CA	\$2,243,754
Pleasant Ridge Unified School District	Grass Valley	CA	\$1,898,746
Hidden Valley Lake Community Services District	Hidden Valley Lake	CA	\$1,637,341
City of Gustine	Gustine	CA	\$1,554,438
Pasadena Unified School District Phase 3	Pasadena	CA	\$1,259,687
Copper Mountain Community College District	Joshua Tree	CA	\$1,185,519
Silver Valley Unified School District Phase 2	Yermo	CA	\$1,124,615
Vista Unified School District Phase 5	Vista	CA	\$1,046,756
Valle Lindo School District	South El Monte	CA	\$1,020,747
Golden Valley Unified School District Phase 2	Madera	CA	\$990,711
Alview-Dairyland USD	Chowchilla	CA	\$975,873
Dixon Unified School District	Dixon	CA	\$867,184
Los Banos USD	Los Banos	CA	\$821,490
Pasadena Unified School District Phase 2	Pasadena	CA	\$636,406
Norwalk La Mirada USD Phase 2	Norwalk	CA	\$592,993
Berkeley Unified School District	Berkeley	CA	\$552,000
Ojai Unified School District AB841 Program	Ojai	CA	\$525,746
Dixon Unified School District Phase 2	Dixon	CA	\$355,946
San Marcos Unified School District Phase 4	San Marcos	CA	\$289,233
Fullerton School District Phase 2	Fullerton	CA	\$269,962
Yucaipa Competitive Edge Charter Academy	Yucaipa	CA	\$263,852
Capistrano USD - Community Roots	San Juan Capistrano	CA	\$250,000
Conejo Valley - Mates Charter School	Thousand Oaks	CA	\$249,679
Conejo Valley - Bridges Charter School	Thousand Oaks	CA	\$245,070
Pasadena Rosebud Academy Charter School	Pasadena	CA	\$230,913



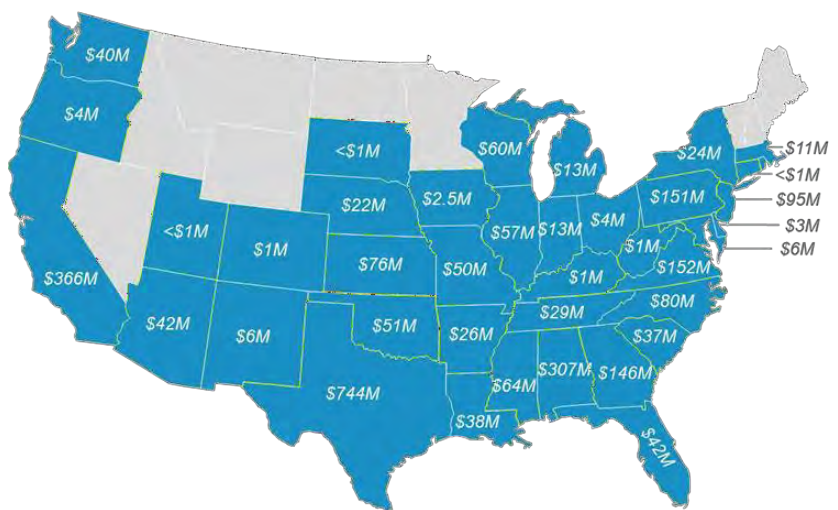
REPEAT BUSINESS CUSTOMERS

Evidence of our commitment to long-term partnerships, value, and performance includes **\$1 Billion in repeat business** from customers who trust us to deliver time and again.

EXPERIENCE IN MUNICIPALITY INFRASTRUCTURE

The map to the right highlights our vast national experience in successfully completing over 1,000+ guaranteed savings projects. Project specifics or contact information for any of these projects is available upon request.

What this map doesn't show however are the individual stories of those 970+ customers and what led them to selecting Schneider Electric as their long-term energy partner. Whether it's the City of Chicago selecting us to audit over 3 Million square feet of buildings or Los Angeles County in need of \$35M of design-build wastewater improvements – the big names in local government continue to choose Schneider Electric.



Here's a few highlights that demonstrate the complex solutions we've developed for several other prominent cities:

City of Chicago, IL



Audited over 3 Million Sq. Ft. for the 3rd largest city of the U.S.

Dallas County, TX



Over \$83M worth of upgrades and savings to date in excess of \$20M

Los Angeles County, CA



\$35M Wastewater Solution for the largest County in the U.S.

City of Dallas, TX



4 phases of work spanning a 20-year relationship

City of Houston, TX



Over \$40M worth of work for the 4th largest City in the U.S.

City of Atlanta, GA



\$36M project with the City's Rapid Transit Authority

Experience in Similar Facility Types

With such a broad range of experience in cities and counties all over the country, our team has ample experience in facility types similar to those in Lomita. We have performed ESPC projects in municipal facilities such as:

- City Halls (City of Palmdale)
- Solar Carports (Ojai USD)
- Aquatic centers (Berkeley High School Natatorium)
- Office buildings (Takeda Pharmaceuticals)
- Sports fields and Parks (City of Sierra Vista)
- Battery storage (Marine Corp Air Station Miramar)
- Water wells (Virginia National Guard)
- Wastewater treatment plants (LA County Sanitation)
- Fire stations (Dallas County)
- Libraries (Collier Library, Univ of Alabama)
- Museums (City of Dallas Museum)
- Police stations (City of Smyrna)
- EV Charging (Stockton USD)
- Recreation buildings (University of Maryland)
- Airports (Valley International Airport)

City of Lomita is an innovative city with high aspirations. As you're looking for experts to guide you through your journey, you need an ESCO that is equally matched and able to develop a solution that is worthy of the Lomita name.

PROJECT MANAGER ASSIGNED TO THE CITY OF LOMITA

Arash Nadershahi will be your assigned Project Manager and works in our Costa Mesa Office. Arash will schedule regular communications to prepare your stakeholders for what to expect during each phase of construction.

Meet the City of Lomita Team



Hi, I'm **Arash Nadershahi** and as your project manager I'll be managing all aspects of construction. My office is located within minutes of the City of Lomita offices which I know is an important factor in your decision on who to partner with.

ENGINEER ASSIGNED TO THE CITY OF LOMITA

Meet the City of Lomita Team



Hi, I'm **Ben Johnson** and I'll be the Senior Energy Engineering Manager for the City of Lomita. I am looking forward to working with the City to make your sustainability initiatives a reality.

City of Lomita will have a team of California-licensed engineers who will provide the best engineering services and solutions to the City. This team will be led by Ben Johnson who is certified PE, PMP, CEM and LEED AP. Ben has led many California projects including the City of Gustine, the City of El Centro, and Naval Base Coronado.



2

Proposed Project Team

2. Proposed Project Team

The Best Projects Begin with a Strong Partnership

As a leader within your community, we know that City of Lomita is looking for the best partner and strongest team possible to implement your HVAC system upgrade project. Here at Schneider Electric, we've assembled a team of experts that are not only the best in their field; we also love what we do.

We believe our great people make us a great company. Based on employee feedback, we are proud to share that in 2023, Schneider Electric was certified as a Great Place to Work® for the 5th year in a row. Additionally, **86% of our in-house engineers have advanced degrees or specialized certification.** This means

you will partner with a passionate, productive team with a commitment to excellence. We listen to you, and your project is in good hands. The core team responsible for leading this project includes the following essential roles:



"The best projects begin with a strong partnership, and Schneider Electric listened to us every step of the way"

Dr. Pablo Arenaz, President
Texas A&M International
University



Program Manager

Rachel Torgerson

Serves as your point of contact throughout the entire project.



Project Development Manager

Robert Davidson

Collaborates with your team to define the scope, and oversees development, design and engineering



Construction Project Manager

Arash Nadershahi

Provides regular communications to project stakeholders and oversees schedule and budget



Energy Engineer

Jose Carrasco

Performs preliminary and detailed energy engineering studies of complex projects of unlimited scope and size



Mechanical Engineer

David Hodson

responsible for overseeing the MEP (Mechanical, Electric, Plumbing) design for projects in the West Region



Electrical Engineer

Kathy Olais

Responsible for leading electrical design in various project types, with a strong background in education and commercial buildings

3

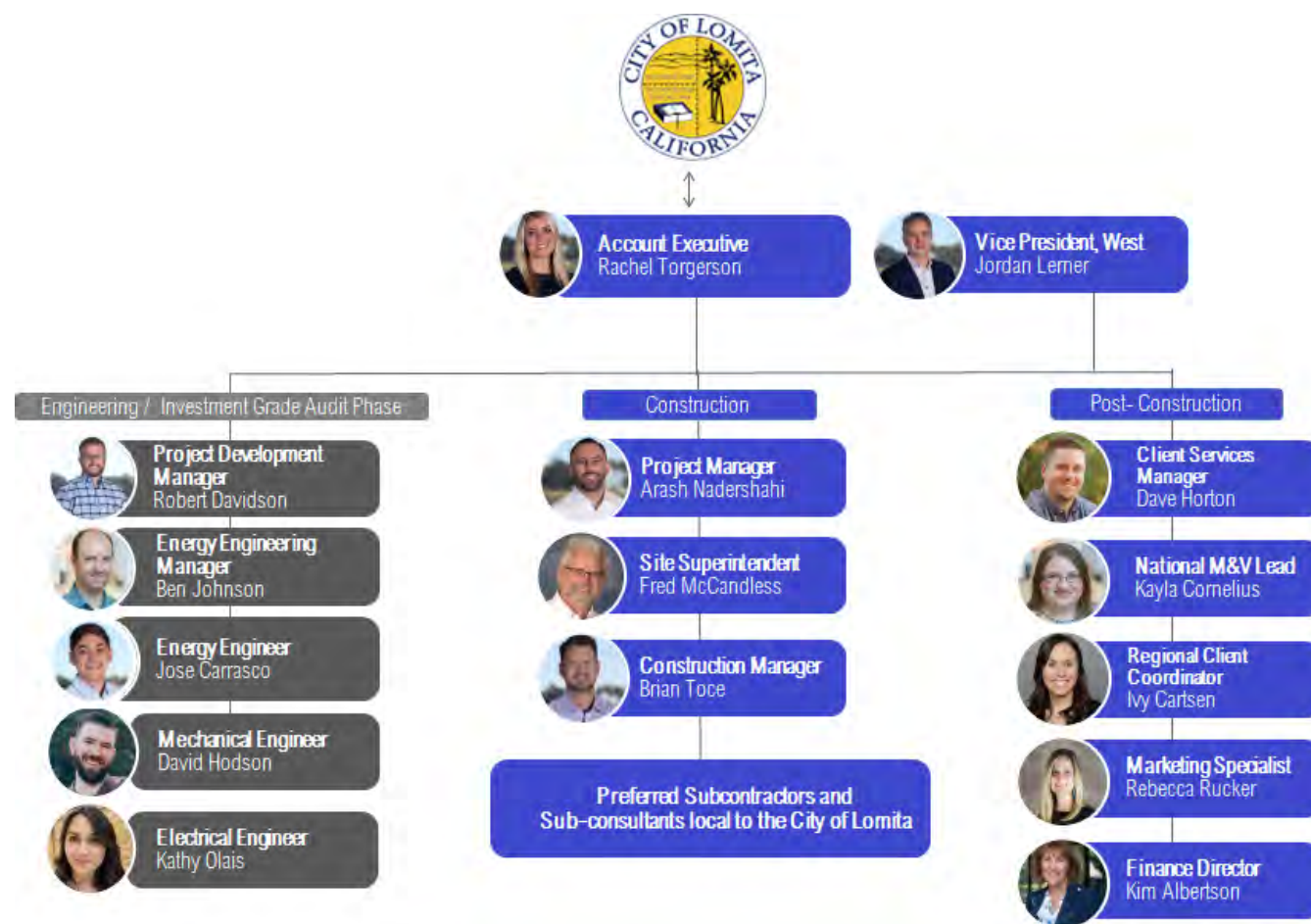
Qualifications & Experience



3. Qualifications & Experience of Proposal Project Team

A unique characteristic of Schneider Electric is our in-house design, engineering, project management, data analysis, modeling, and even implementation services. This eliminates layers of mark-up that our industry often outsources for various aspects of project delivery. The proposed project team for Lomita is shown below, including personnel responsible for each phase, lines of authority, and organizational relationship.

Our West Team has a history of providing successful projects and assessments to our clients. Your dedicated project team outlined below has experience in collaborating with clients and developing unique solutions to the most difficult of energy problems. With nearly 150 years of combined engineering business development, and support services experience, we will ensure accuracy and efficiency across the entire project.



RESUMES

On the following pages you will find the professional resumes of the Core Team Members performing services for the City, if selected. The resumes outline their educational background, experience on similar projects, qualifications, certifications, and specific roles for the City.

RACHEL
TORGERSON

PROGRAM MANAGER



PROFESSIONAL PROFILE

Rachel will be your single point of contact for the development, design, and implementation of this project. She will collaborate with your stakeholders to determine your facility needs, deferred maintenance issues, sustainability goals, and/or other improvements that could be addressed as part of this project. The Account Executive will lead the Schneider Electric project team through each phase of the ESPC process to create consistency and continuity between each project phase. Rachel will also provide leadership of customer meetings and correspondence, working with all stakeholders at an executive level.

EDUCATION

2015

B.A. Journalism and Advertising,
University of Oregon

AREAS OF EXPERTISE

- Client Liaison and Advocate
- Identifying and maximizing funding, grants, and rebates for local government clients
- Sustainability leadership
- Expanding economic impact and revenue generation through existing CIP needs
- Design Build and Performance Contracting
- Marketing and Public Relations efforts

YRS OF EXPERIENCE

3

Years with Schneider Electric

8

Years total

PROFESSIONAL PROFILE

Rachel has partnered with California Public Sector for close to a decade. Driven to provide solutions and eliminate obstacles that enable clients to focus on projects that meet the varying objectives and requirements of their City or School Districts. Rachel has the proven ability to develop and maintain strong client relationships, navigate through complex buying cycles, and a consistent record of executing intricate solutions that create lasting results for her clients. She always finds the balance of clients' financial vs. organizational needs, as well as managing priorities of multiple stakeholders, to arrive at the best overall outcome.

Current responsibilities and focuses include:

- Responsible for developing and strategically expanding the California energy savings performance contracting (ESPC) efforts for Schneider Electric
- Coordinate resources to guide public entities through large scale capital improvement projects to achieve desired energy, facility and financial goals
- Passionate about working with underserved and low-income clients to provide financial solutions through locating and supporting clients to apply and secure funding (local, state, federal) to help achieve majority funded projects

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
City of Palmdale Phases 1-2	\$14,663,872
Kings Canyon USD PH 1-2	\$18,642,678
Los Banos USD 1-3	\$5,377,992
Sierra USD PH 1-2	\$5,457,234
Ojai USD PH 1 Solar and EV	\$7,217,588
Ojai USD PH 2	\$3,362,000

JORDAN LERNER

VICE PRESIDENT, WEST



PROFESSIONAL PROFILE

Jordan is responsible for overall management leadership to our sales and account management teams of the West Region, which includes dozens of projects throughout the Western United States. Although Jordan has extensive experience as a team lead and on specific projects while at his time at Schneider Electric, his current management role is not limited to any one particular project.

EDUCATION

1991 B.S., University of Kansas

AREAS OF EXPERTISE

- Team leadership
- Energy improvement, management and efficiency
- Project and resource coordination
- Project site safety
- Long-term vision and planning

YRS OF EXPERIENCE

29 Years with Schneider Electric
31 Years total

CERTIFICATIONS AND TRAINING

- Engineer in Training (EIT)
- Center for Creative Leadership Management
- Schneider Electric PM1 Global Management Program
- Americas Management Development Program (AMDP)
- Multiple Training Courses in electrical, sales, coaching and situational leadership

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Valley Sanitary District, CA	\$69,869,942
City of Sierra Vista Phase 2, AZ	\$23,931,203
Modesto City Schools, CA	\$13,492,447
LA County Sanitation District, CA	\$34,892,541
City of Show Low, AZ	\$712,575
City of Simi Valley, CA	\$38,598,999
City of Sierra Vista, AZ	\$13,997,941
City of St. Joseph, MO	\$4,978,836
City of Lincoln Libraries and Streetlights, NE	\$14,380,558
City of Overland Park Convention Center, NE	\$1,853,496
City of La Porte, IN	\$9,748,045
City of Monroe, WI	\$1,394,670
City of Gustine, CA	\$1,554,438
City of El Centro, CA	\$14,983,747
City of Holland, MI	\$3,701,439
City of Chicago, IL	\$3,565,221
City of Riverbank, CA	\$3,944,270
Ojai USD, CA (multiple phases)	\$5,993,075

ROBERT DAVIDSON, PE, CEM, CMVP

PROJECT DEVELOPMENT MANAGER



PROFESSIONAL PROFILE

Robert is responsible for overseeing the project development process. He works closely with customer stakeholders to define project objectives and develop scope that aligns with the customer’s vision and mission. Robert has a working knowledge of the technical and organizational environments in which the project scopes of work will be implemented. He is an excellent collaborator with all the functions associated with the development of complex projects, and he is a strategic thinker who can adapt to changing needs and requirements in order to maximize value to our customers.

EDUCATION

2005 B.S., Texas A&M University,
Magna Cum Laude

AREAS OF EXPERTISE

- Energy Conservation Measure Savings Analysis
- Performance Analysis
- International Support for Global Analysis
- Project Risk Assessment
- Measurement and Verification Plan Creation
- Performance Reporting
- Behavioral Management Programs
- Energy Performance Consulting
- Leadership, Management and Training

YRS OF EXPERIENCE

17 Years with Schneider Electric
19 Years total

CERTIFICATIONS AND TRAINING

- Professional Engineer (PE)
- Certified Energy Manager (CEM)
- Certified Measurement and Verification Professional (CMVP)
- OSHA 30-hour Certificate

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Dallas County Phase 2	\$17,705,154
City of Sierra Vista Phase 1 and 2, AZ	\$39,929,144
City of Lincoln Streetlights, NE	\$12,204,095
Fort Huachuca, AZ	\$23,841,970
Dallas County Phase 2C	\$15,431,464
City of Raymondville, TX	\$1,665,035
City of Longwood, FL	\$2,978,999
City of Maryville, MO	\$2,995,173
City of Holland, MI	\$3,701,439
City of Chicago, IL	\$3,565,221
City of Houston Phase 3, TX	\$8,234,709
City of Riverbank, CA	\$3,944,270
City of Clute, TX	\$5,641,234
City of Kirksville, MO	\$4,747,688
City of Denison, TX	\$3,576,058
Dallas County Phase 4B	\$4,362,650
City of Arlington, TX	\$3,079,231
City of Abilene, TX	\$9,064,417
Naval Base Coronado	\$45,034,918

BEN JOHNSON, PE, PMP, CEM, LEED AP

ENERGY ENGINEERING MANAGER



PROFESSIONAL PROFILE

Ben oversees the energy engineering team in the West region. It is his responsibility to staff individual projects with the appropriate design engineering resources. He encourages and empowers each energy team member to be their best, become their best, and do their best so that we can provide the best engineering services and solutions to our customers.

Ben provides additional responsibilities with energy oversight on our national water/wastewater project team.

EDUCATION

- 2005** B.S.E. Mechanical Engineering, Arizona State University
- 2017** M.S.E. Engineering Management, California State University Long Beach

AREAS OF EXPERTISE

- Management of preliminary and detailed project development audits
- Energy conservation measure (ECM) identification / development
- Project leadership
- Water/Wastewater ECM development

YRS OF EXPERIENCE

- 17** Years with Schneider Electric
- 17** Years total

CERTIFICATIONS, TRAINING, AND PUBLICATIONS

- Professional Engineer (PE)
- Project Management Professional (PMP)
- Certified Energy Manager (CEM)
- LEED Accredited Professional (LEED AP)
- Contributing Author – Sustainable Communities Design Handbook, Published in 2010
- Co-wrote Chapter 6 – *How Energy Conservation Fits in an Existing Facilities Master Plan: A Case Study*
- Contributing Author – Wwdmag.com Published in 2015 – Municipal Wastewater Utility Improvements Reduce Annual Energy Expense by 65% - Case Study

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
City of Sierra Vista Phase 2, AZ	\$25,931,203
City of El Centro, CA	\$14,983,747
City of Gustine, CA	\$1,554,438
Pasadena USD Phases 1-3, CA	\$7,142,409
Santa Ana USD, CA	\$5,465,282
City of Lakeland, FL	\$11,222,992
Capistrano USD Phases 1-3, CA	\$7,061,838
Victor Elementary SD Phases 1 and 2, CA	\$3,641,430
Stockton USD Phases 1-4, CA	\$10,349,439
Naval Base Coronado, CA	\$45,034,918

JOSE
CARRASCO, PE
ENERGY ENGINEER



PROFESSIONAL PROFILE

Jose is responsible for leading tasks associated with performing preliminary and detailed energy engineering studies of complex projects of unlimited scope and size. He manages, trains, develops, counsels, and sets individual goals for direct reports and coordinates and prioritizes workload to ensure project deadlines and budgets are met. Jose assists with reviews of baseline energy models, energy savings estimates, and utility cost savings estimates for basic and intermediate level projects to ensure plausibility and identify any financial risk. He performs energy-use baseline analysis, including utility rate simulations, generates baseline energy models and perform energy savings calculations, directs the methodologies of performing energy savings calculations and identify any risk associated with the projections, defines project scope and perform high-level project cost estimates, and prepare technical audit reports. Jose also assists in sales presentations.

EDUCATION

- 2015 B.S., Boise State University
- 2023 M.A., Washington State University

AREAS OF EXPERTISE

- Management of performance contracting projects in the Western United States
- Identifying potential project scope, site auditing and discovery, and collaboration of both traditional and creative energy conservation measures
- An expert in development of Proposition 39 projects and battery storage analysis
- Leads analysis of utility baseline and energy savings development

YRS OF EXPERIENCE

- 7 Years with Schneider Electric
- 8 Years total

CERTIFICATIONS AND TRAINING

- Professional Engineer (PE)

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Modesto City Schools, CA	\$13,492,447
Parker Unified School District, CA	\$3,172,829
Golden Valley Unified School District Phase 2, CA	\$990,711
UNT Health Science Center Phase 3, TX	\$10,000,000
Holyoke School District, CO	\$1,329,545
Golden Valley Unified School District, CA	\$3,827,045
Lemoore Union ESD	\$3,692,063
Carlsbad Unified School District HH Phase 1, CA	\$6,231,592
Berkeley Unified School District, CA	\$552,000
Travis County, TX	\$27,147,357
Hacienda La Puente USD Phase 4, CA	\$20,746,006
Charter Oak Unified School District Phase 3, CA	\$2,951,448
Carlsbad Unified School District Phase 4, CA	\$700,300
Vista Unified School District Phase 5, CA	\$1,046,756
Stockton Unified School District Phase 4, CA	\$4,518,524
Yucaipa-Calimesa Joint Unified School District, CA	\$3,723,973
Yucaipa Competitive Edge Charter Academy, CA	\$263,852
Yucaipa Inland Leaders Charter School, CA	\$263,711
Vista Unified School District Phase 4, CA	\$1,045,763
Carlsbad Unified School District Phase 3, CA	\$570,322
Stockton Unified School District Phase 3, CA	\$1,549,768
Laguna Beach Unified School District, CA	\$6,409,518
Charter Oak Unified School District, CA	\$1,394,106

DAVID
HODSON, PE
MECHANICAL ENGINEER



PROFESSIONAL PROFILE

David is responsible for overseeing the MEP (Mechanical, Electric, Plumbing) design for projects in the West Region. He works closely with the project development team and customer stakeholders to achieve project objectives and develop scope that aligns with the customer’s needs. David’s primary design focus is to deliver a system that is not only energy efficient, but easy to build, operate, and maintain. He is highly involved in the HVAC&R industry, previously serving as an ASHRAE chapter officer and committee chair, and currently as a voting member for the ASHRAE Standard 154 Project Committee.

EDUCATION

2013

B.S. Mechanical Engineering
w/ HVAC&R Concentration,
California Polytechnic State
University, San Luis Obispo

AREAS OF EXPERTISE

- MEP system design and construction
- Indoor environmental quality
- Energy conservation measure (ECM) identification / development
- Technical coordination
- Design-build project delivery
- Project leadership

YRS OF EXPERIENCE

1

Years with Schneider Electric

9

Years total

CERTIFICATIONS AND TRAINING

- Professional Engineer (PE)
- CAL/OSHA 10-Hour
- Confined Space Entry
- ASHRAE Building Electrical Power Components course

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Thompson School District, CO	In development
Cochise College, AZ	In development
Placer Hills USD, CA	\$2,193,093
City of Palmdale, CA	\$8,491,602
Silver Valley USD Ph. 2, CA	\$1,124,615

KATHY OLAIS

ELECTRICAL ENGINEER



PROFESSIONAL PROFILE

Kathy is responsible for leading electrical design in various project types, with a strong background in education and commercial buildings. Kathy has technical knowledge in building electrical systems, including lighting, lighting controls, and fire alarm design. Design approach is always with Owner needs in mind, and ease of maintenance for facilities. She is very adaptable given her experience in new construction and tenant improvement projects. She is a great collaborator and well-rounded in interdisciplinary coordination in building projects.

EDUCATION

2015 B.S. Electrical Engineering,
California State Polytechnic
University, Pomona

AREAS OF EXPERTISE

- Electrical system design
- Fire Alarm system design
- Interior and exterior lighting design
- Site assessment reports, basis of design reports, criteria documents.
- Experience in commercial and higher education buildings

YRS OF EXPERIENCE

2 Years with Schneider Electric
8 Years total

CERTIFICATIONS AND TRAINING

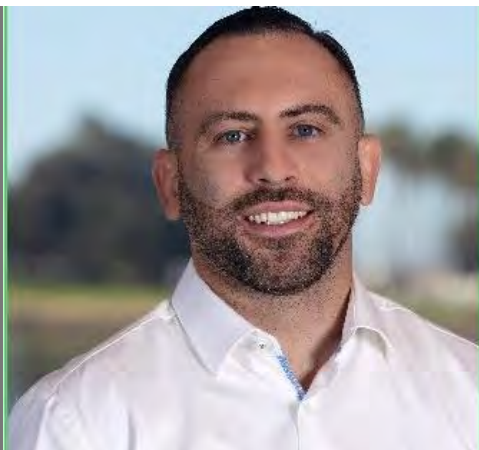
- ETAP training course
- NFPA 72 training course
- NFPA 70 training course

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Mt. San Antonio Community College - PE Complex, 2022	\$97,000,000
LACCD Pierce College - Child Development Center, 2022	\$11,000,000
Orange Coast College - Chemistry Building, 2022	\$55,000,000
Mira Costa College- Administration Building TI, 2022	\$20,000,000
Solana Ranch Elementary School TI, 2022	\$10,000,000
Mt. San Jacinto College Temecula Campus, 2021	\$42,000,000
UCSB Santa Barbara - Tennis Complex, 2021	\$5,230,000
Canyon Country Community Center, 2021	\$55,000,000
Gavilan College – Fire Alarm Upgrades, 2020	\$3,000,000
Rancho Los Cerritos Historic Site, 2020	\$1,200,000
CSU Monterrey Bay - Student Center, 2020	\$55,000,000
Food & Drug Administration - Alameda, 2019	\$50,000,000
Sacramento State - Science Complex, 2019	\$75,000,000
CSU Long Beach - Peterson Hall II, 2019	\$44,000,000
El Camino College - Natatorium, 2019	\$37,100,000
Golden West College - Math & Science, 2019	\$57,000,000
Pier 70 Historic Building – Uber TI, 2019	\$5,000,000

ARASH NADERSHAHI, PE

PROJECT MANAGER



PROFESSIONAL PROFILE

Arash works closely with the Account Executive and Project Development team to create the Project Management Plan. S/he is then responsible for executing that plan to achieve the defined project objectives and meet scope, schedule, resource and budget commitments. He communicates at all levels within the project environment and is able to adapt to dynamic and diverse situations. Arash schedules and conducts all project construction meetings, participates in the subcontractor bid solicitation process, and oversees monthly project billings, forecasting, bonds, and insurance requirements. Arash's goal is to maintain a high level of customer satisfaction through the successful coordination of all construction activities and timely resolution of any issues that arise.

EDUCATION

B.A. California State University,
Northridge

A.A. Pierce College

AREAS OF EXPERTISE

- Performance Contracting project management
- Coordination of engineering design, contractors, quality control and documentation
- Project scheduling
- Timely completion of project scope
- Main customer point of contact

YRS OF EXPERIENCE

16 Years with Schneider Electric

30 Years total

CERTIFICATIONS AND TRAINING

- Executive Management Program, UCLA (accelerated MBA program)
- Project Management Institute (PMI)
- American Association of Cost Estimators (AACE)

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
City of Palmdale Phases 1-2, CA	\$14,663,872
Berkeley USD, CA (multiple phases)	\$16,952,000
Ojai USD Phase 1-2, CA	\$5,887,739
Cit of Simi Valley, CA	\$38,598,999
Victor Elementary School District Phase 2, CA	\$2,347,979
Fullerton School District, CA	\$4,693,670
Vista USD Phase 1, CA	\$1,025,330
Hacienda La Puente USD, CA (multiple phases)	\$14,000,000
Columbia Basin College, WA	\$4,275,480
Oregon Department of Corrections, OR	\$1,850,000

FRED MCCANDLESS, CEM, CMVP, CDSM

SITE SUPERINTENDENT



PROFESSIONAL PROFILE

Fred is responsible for the scheduling, monitoring and controlling of the work of site personnel, equipment and subcontractors to achieve the objectives of the project within the scope of work assigned. He works closely with the Construction Project Manager to execute the project plan and achieve maximum performance in an efficient manner. Fred is responsible for ensuring the highest quality of craftsmanship of installed scope of work while maintaining the project schedule, and ensuring safe working practices in accordance with the Schneider Electric safety policy. He also continually identifies and proactively manages scope risks and issues, ensuring execution of corrective action plans up to closure.

EDUCATION

1980 B.A. Seattle University (Cum Laude)

AREAS OF EXPERTISE

- Program Management
- Safety Management
- Project Management
- Customer Service
- Energy Performance
- Mechanical, Electrical, and Controls
- Commissioning and Troubleshooting
- Savings Verification
- Learning and Development
- Teaching

YRS OF EXPERIENCE

21 Years with Schneider Electric

43 Years total

CERTIFICATIONS AND TRAINING

- Certified Energy Manager (CEM)
- Certified Measurement and Verification Professional (CMVP)
- Certified Demand Side Manager (CDSM)
- Association of Energy Engineers (AEE) – Member
- Building Commissioning Association (BCxA) – Member
- Fall Protection, Competent Person Certification
- OSHA 30-hour Certification

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Stockton Unified School District, Phases 1-4	\$10,350,000
Berkely Unified School District, CA, Phases 1-3	\$16,209,779
Dublin Unified School District, CA, Phases 1-2	\$4,880,520
Dixon Unified School District, CA	\$867,184
Hacienda la Puente Unified School District	\$13,451,000
USDA Western Regional Research Center	\$13,700,000
City of Covington Aquatics Center, WA	\$678,987
Columbia Basin College, WA, Phases 1-4	\$9,285,125
Ephrata School District, WA	\$1,593,701
Eatonville School District, WA	\$1,404,989
Odessa Hospital, WA	\$1,074,411
Walla Walla Community College, WA	\$1,184,040
Oregon Department of Corrections	\$1,573,967
Pendleton School District, OR	\$1,040,952
Chicago Public Schools	\$17,589,884
State University of New York at Delhi	\$4,111,000



PROFESSIONAL PROFILE

Brian is responsible for overseeing construction activities, including mobilization, project resourcing, invoicing, scheduling, subcontractor selection, etc. across Colorado and the West Region. He provides expert leadership as it pertains to all construction activities to ensure transitions between development, construction, and the guarantee period happen efficiently and in time with a project's individual timeline.

EDUCATION

2002 B.S. Marketing, Texas A&M University

AREAS OF EXPERTISE

- Construction Programming and Resourcing
- Construction Forecasting
- Project leadership
- Project site safety

YRS OF EXPERIENCE

22 Years with Schneider Electric

22 Years total

CERTIFICATIONS AND TRAINING

- Future Potential Leaders Program, Schneider Electric

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Travis County, TX	\$27,147,357
City of Dallas Electrical Upgrades, TX	\$2,147,152
Columbia Basin College, WA	\$9,285,125
Merkel ISD, TX	\$2,718,587
Dallas County – All Phases, TX	\$83,000,000
Chambers County Schools, AL	\$7,406,099
Coffee County Schools, AL	\$2,997,975
Texas Womans University, TX	\$19,356,139

DAVE HORTON, CEM, CMVP, LEED AP

CLIENT SERVICES MANAGER



PROFESSIONAL PROFILE

Dave leads the Client Services Team with the goal of ensuring a positive experience for our clients during the guarantee period of our projects. He assists with the execution of daily operations by overseeing staff execution, generating project plans, and reviewing and approving estimates and proposals. Dave will also assist in evaluating the performance of your systems for improvement opportunities on an ongoing basis, as well as provide ongoing training to our clients as needed.

EDUCATION

- 2022** M.B.A., Auburn University
- 2009** B.S.B.A., Auburn University

AREAS OF EXPERTISE

- Management of preliminary and detailed project development audits
- Energy conservation measure (ECM) identification / development
- Project leadership
- Project site safety
- Report presentation

YRS OF EXPERIENCE

- 9** Years with Schneider Electric
- 13** Years total

CERTIFICATIONS AND TRAINING

- Certified Energy Manager (CEM)
- Certified Measurement and Verification Professional (CMVP)
- LEED Accredited Professional (LEED AP)

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Spartanburg County School District 7, SC	\$22,364,708
Biloxi Public School District Phase 5b, MS	\$2,383,229
Dekalb County Board of Education Phase 4, AL	\$11,119,424
Madison County Schools Phase 4, AL	\$18,995,369
Clarksdale Municipal School District, MS	\$6,618,767
Moss Point School District, MS	\$11,978,439
Cullman County Schools, AL	\$14,767,449
Richland School District One, Phase 2 Solar, SC	\$23,849,344
Gulf Shores City Board of Education, AL	\$10,091,016
Richland School District One, SC	\$37,826,492
Lauderdale County Schools, MS	\$21,538,655
Florence Lauderdale Public Library, MS	\$1,555,260
Bibb County School District, AL	\$2,583,179
Macon-Bibb County, GA	\$23,477,463
University of West Alabama, AL	\$6,282,909
Yazoo County Schools, MS	\$4,207,972
Chambers County Schools, AL	\$7,406,099
Citrus County Government, FL	\$2,986,292
City of Foley, AL	\$3,134,754

KAYLA CORNELIUS

NATIONAL MEASUREMENT AND VERIFICATION LEAD



PROFESSIONAL PROFILE

Kayla is responsible for developing project-specific Measurement & Verification (M&V) plans during the development phase of a project and supporting clients during the Performance Period phase through those M&V activities as well as remote system monitoring. Kayla reviews utility data, BAS trend data, and site information to ensure that the project and the client meet their energy savings goals.

EDUCATION

2000 B.S. Mathematics, Baylor University

AREAS OF EXPERTISE

- Measurement and Verification plan development
- Utility rate analysis
- Remote system analysis
- Sustainability reporting
- Energy performance reporting
- Utility baseline development

YRS OF EXPERIENCE

23 Years with Schneider Electric
23 Years total

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
University of North Texas Health Science Center	\$21,833,000
Hacienda La Puente CISD, CA	\$20,746,006
Geological Survey of Alabama	\$3,096,000
Elmore County Commission, AL	\$4,090,712
Capistrano Unified School District, CA	\$4,321,505
City of Monroe, WI	\$1,394,670
Silver Valley Unified School District, CA	\$3,998,746
Robins Air Force Base	\$30,202,000
Dekalb County Board of Education	\$26,985,000
University of Illinois, IL	\$31,500,000
Moody Air Force Base	\$11,309,000
Yokota Air Base	\$166,878,000
Golden Valley Unified School District	\$4,818,000

IVY CARSTEN

REGIONAL CLIENT COORDINATOR



PROFESSIONAL PROFILE

Ivy's focus is to foster and maintain our client relationships in the West Region. She serves as a liaison during and after installation to ensure sustained focus on client needs and goals as identified during the project development period. She also coordinates and facilitates client events that promote their infrastructure projects or educate stakeholders. It is Ivy's goal to continue providing exceptional customer service and advance overall client satisfaction long after install is complete.

EDUCATION

2017 B.S., Purdue University

AREAS OF EXPERTISE

- Marketing, public awareness and branding
- Client satisfaction and support
- Project leadership
- Industry event organization
- Student & Community engagement events

YRS OF EXPERIENCE

- 5 Years with Schneider Electric
- 6 Years total

CERTIFICATIONS AND ASSOCIATIONS

- Certificate in Innovation, Purdue University
- Arizona City / County Management
- League of Arizona Cities and Towns
- International City / County Management Association
- Arizona Association of School Business Officials
- Arizona School Administrators
- Arizona School Boards Association

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Ojai Unified School District, CA	\$5,993,075
Monte Vista School District, CA	\$1,394,560
Huntington Beach Union High School District, CA	\$6,876,381
Parker Unified School District, CA	\$3,172,829
Lewis Palmer School District, CO	\$9,137,212
Valle Lindo School District, CA	\$1,020,747
Berkeley Unified School District, CA	\$3,000,000
Moraga School District, CA	\$6,994,996
Holyoke School District, CO	\$1,329,545

REBECCA RUCKER

MARKETING SPECIALIST



PROFESSIONAL PROFILE

Rebecca works closely with our clients to devise marketing plans that engage stakeholders, generate excitement within the community, and promote project success. The marketing plans are customized for each client and could include public relations outreach to local and national media, community and media events to celebrate key project milestones, special events like Earth Day, Arbor Day, and community fairs, grant or rebate check presentations, and social media campaigns and communication templates.

EDUCATION

2005 B.S. Business Administration,
Baylor University

AREAS OF EXPERTISE

- Development of brand awareness
- Execute marketing automation
- Manage and measure lead generation
- Develop core value proposition including social media, integration materials

YRS OF EXPERIENCE

8 Years with Schneider Electric
19 Years total

ADDITIONAL RESPONSIBILITIES

- Help customers tell their energy efficiency and sustainability stories through integrated PR, communications, signage, digital content, social media, and project branding
- Develop and raise brand awareness of energy savings performance contracting to drive increased preference
- Execute marketing automation from lead nurturing to lead management and sales qualification to close, and effectively manage and measure lead generation with new and existing customers
- Develop core value proposition, sales enablement assets including social media, integrated PR and marketing materials through the customer lens with heavy emphasis on imagery and digital content

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Modesto City Schools, CA	\$13,492,447
Copper Mountain CCD, CA	\$1,185,519
Lewis-Palmer SD, CO	\$9,137,212
Hacienda La Puente USD – All Phases, CA	\$31,297,827
Stockton USD – All Phases, CA	12,185,616
Vista USD – All Phases, CA	3,882,668
Silver Valley USD, CA	\$3,998,746

KIMBERLY
ALBERTSON

FINANCE DIRECTOR



PROFESSIONAL PROFILE

Kim's goal is to help our clients obtain the best financing for their projects. Kim assists our clients in bidding out the financing, reviewing the results, explaining terms and conditions, and coordinating with the appropriate parties throughout the funding process and through closing. Kim has more than 30 years of relevant experience and has supported funding efforts for hundreds of successful projects across the country, ranging from less than \$1 million to more than \$40 million, using a variety of debt instruments and funding sources.

EDUCATION

1982

B.A., Hillsdale College

AREAS OF EXPERTISE

- Oversight and support for deal-specific financing
- Developing and maintaining lender and financing relationships
- Developing strategies for providing the best financial options to our clients

YRS OF EXPERIENCE

9

Years with Schneider Electric

33

Years total

CERTIFICATIONS AND TRAINING

- Paralegal Certificate from Hillsdale College

PROJECT HIGHLIGHTS

PROJECT NAME	VALUE
Valley Sanitary District, CA	\$69,869,942
City of Simi Valley, CA	\$38,598,999
Naval Base Coronado, CA	\$45,034,918
City of Chicago, IL	\$3,565,221
City of Alamo, TX	\$4,470,121
City of Sierra Vista, AZ	\$13,997,941
Hurlburt Field, FL	\$22,610,576
Coahoma County, MS	\$2,286,994
GSA Caribbean PV Rebuild, St. Croix	\$5,589,525
Richland School District One, SC	\$37,826,492
Robins Air Force Base-Group 2, GA	\$17,923,579
Norton County, KS	\$2,113,229
City of Fort Scott, KS	\$1,534,077
Yokota Air Base, Japan	\$166,877,455
Richland School District One, Phase 2, SC	\$23,849,344
Travis County, TX	\$27,147,357
City of St. Joseph, MO	\$4,978,836
City of Natchez, MS	\$1,538,186
Fort Huachuca, AZ	\$23,841,970
City of Longwood, FL	\$2,978,999
Fort Bend County, TX	\$5,936,031
City of Shelbina, MO	\$1,355,407

4

Base Bid Proposed Scope

4. Base Bid Proposed Scope

Our team understands the dire need to modernize and upgrade the HVAC system serving the Lomita City Hall. The existing mechanical equipment is at the end of its useful life, and the pneumatic controls that operate that equipment are not capable of achieving the energy efficiency, indoor air quality, and occupant comfort goals of a modern municipal facility.

To stay within the project budget constraints and limit the impact on the tenants during construction, we intend to re-use as much of the existing ducts and air distribution as possible. The existing ducts to remain shall be tested for air leakage and sealed to minimize energy losses. A full re-balance of the building will ensure that all the occupied spaces achieve the appropriate amount of heating and cooling.

A new central air handling unit (AHU) will replace the existing original unit to provide heating and cooling throughout the building. **Supply and return fans will be variable speed to minimize noise and reduce energy consumption by upwards of 50%.** High-capacity filters will improve indoor air quality (IAQ), reduce fan energy consumption, and require less frequent replacement than typical 2" deep pleated filters. During design, we will investigate the feasibility of increasing the outside air and relief air openings to allow for 100% airside economizer operation and demand control ventilation, resulting in additional energy savings.

To reduce on-site greenhouse gas emissions and improve operational efficiency, we intend to provide all-electric heating and cooling for Lomita City Hall. By replacing the existing cooling-only direct expansion (DX) condensing unit with a heat recovery variable refrigerant flow (VRF) condenser, we can utilize the existing electrical and structural infrastructure to provide a single piece of equipment that provides both heating and cooling, without the need for gas-fired furnaces or boilers. In addition, the variable capacity and modular configuration of these systems will provide significant energy savings and thermal comfort compared to the existing units.

A properly installed and commissioned controls system is critical to the success of any HVAC modernization project. Unlike pneumatics, direct digital controls (DDC) allow for real time operator inputs and system feedback, helping to respond to comfort issues, monitor equipment, and implement self-correcting sequences of operation typically resulting in an energy reduction of 15%-30%. As part of this project, we will include DDC controls for all new equipment, as well as at the existing zone thermostats and mixing boxes.

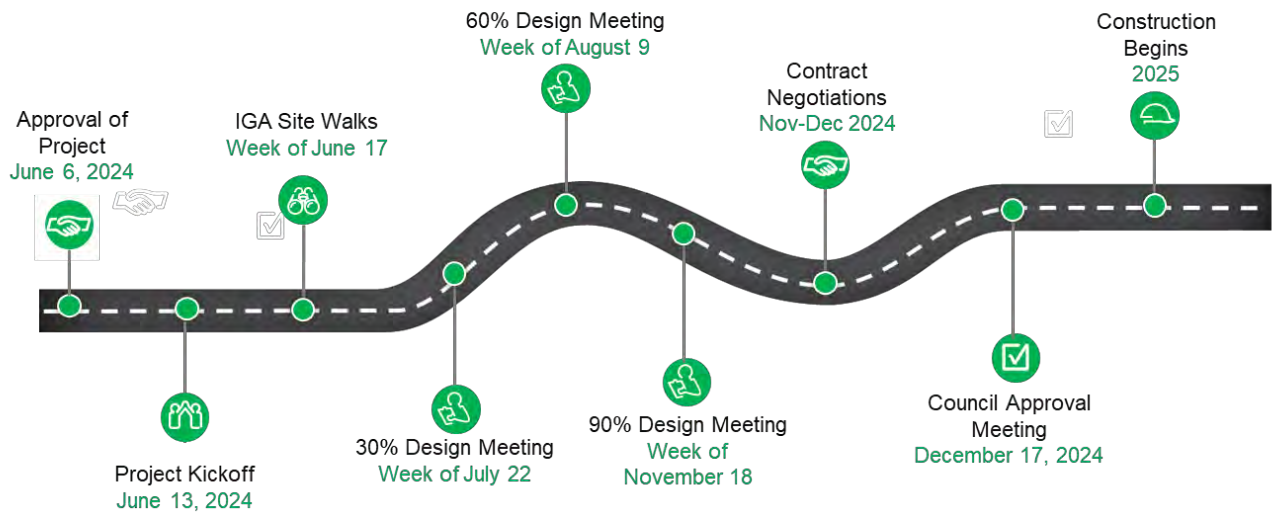
EcoStruxure by Schneider Electric creates an opportunity for the City to enable more efficient operations and create a building of the future through the fully integrated hardware and software installed.

The system is a complete ecosystem of smart devices, software, apps, and services that help future-proof your building management and automation investment by taking on today's challenges while securing your technology investment for future needs:

- **Open:** Go beyond HVAC by integrating with other applications and third-party systems and create limitless custom solutions.
- **Future-ready:** Leverage internet protocols to simplify technology expansions with plug-and-play connectivity with IoT products and apps for technicians and occupants.
- **Insightful:** Use out-of-the-box dashboards and reports and customize dashboards for staff and occupants to deliver insights down to the room level.
- **Connected:** Mobile access and a portal to cloud-based analytics and advisory services can help build performance to the next level.

We have included below a proposed preliminary timeline for this project. As you can see, our goal is to complete design and move into a construction agreement before the end of the calendar year.

City of Lomita Partnership Journey





5

Alternate Strategies for Base Bid

5. Alternate Strategies for Base Bid

To stay within the budget constraints, above we included the most cost-effective solution for the base bid. However, below are additional strategies that would further enhance the comfort control and energy efficiency of the HVAC system.

- Geothermal heat pumps in place of an air-cooled condenser
 - By leveraging the stable temperature of the earth, a geothermal heat pump can be up to 45% more energy efficient for heating and up to 30% more efficient for cooling. The exact efficiency gains can vary based on factors such as climate, soil conditions, and system design. As they are not affected by external air temperatures, geothermal heat pumps offer consistent heating and cooling performance year-round. These systems often have longer lifespans and lower maintenance requirements, providing a reliable long-term solution for building conditioning.
 - Geothermal heat pumps are eligible for tax credits under the Investment Tax Credit. The base credit is 6%, with eligibility for “bonus credits” of up to 30% per the Department of Energy.
- Demand Control Ventilation (DCV)
 - By adjusting the ventilation rate based on the actual occupancy and the level of indoor air pollutants, rather than using a constant, unvarying ventilation rate, the DCV can offer greater energy savings compared to a traditional variable air volume (VAV) system, especially in spaces with varying occupancy levels. DCV reduces the amount of energy used to heat, cool, and distribute outside air. DCV helps maintain high indoor air quality, creating a healthier and more comfortable indoor environment for occupants.
- Heat Recovery Ventilator (HRV)
 - Implementing an HRV allows for the transfer of heat between the incoming and outgoing air streams, reducing the load on heating and cooling systems. HRV preheats the incoming cold fresh air with the warmth of the outgoing stale air, while in summer, it pre-cools and dehumidifies the incoming air. This process helps maintain a comfortable indoor environment while minimizing energy loss.

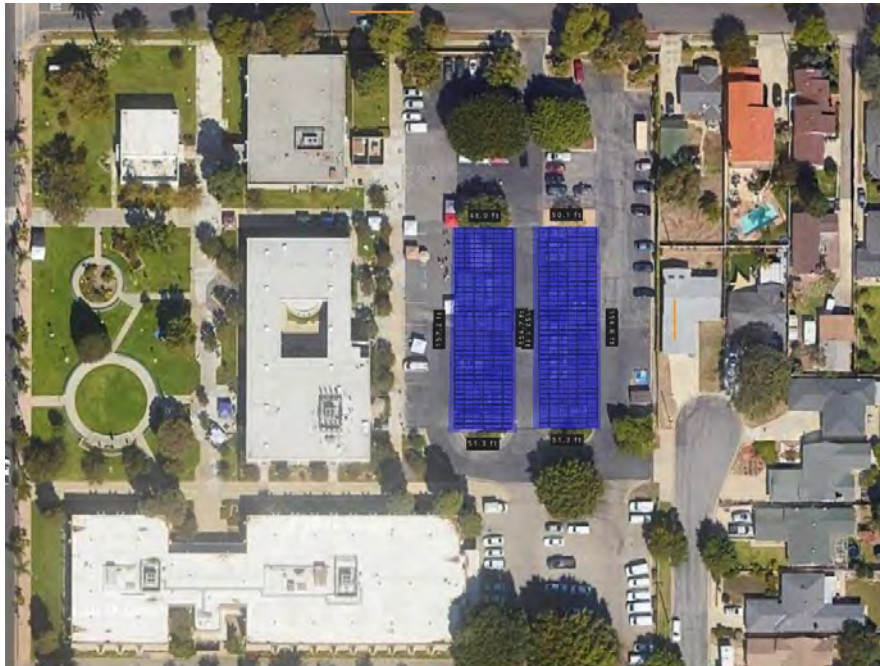
Each of these options would enhance the heat recovery variable refrigerant flow system proposed in the base bid. However, due to the budget constraints of the project, we recommend these options only be pursued if additional grant funding or incentive dollars can be brought into the project through their implementation.

6

Add Alternates Proposed

6. Add Alternates Proposed

The City of Lomita has an opportunity to install carport solar over the existing City Hall parking lot. A carport system would help in utilizing the available space efficiently by turning parking areas into power generation sites. The installation of an integrated battery storage system to create a microgrid would contribute to reaching the goals of the Safety Element of 2019-2029 the General Plan. This renewable powered system can enhance energy resilience during emergencies, providing a reliable source of electricity for critical facilities and services. This system can help reduce the reliance on traditional power sources, thereby strengthening the overall energy security of the city. Based on our initial analysis, a carport system over the existing parking lot would be sized for 220kW.



Secondly, a carport system provides shade for parked vehicles, reducing the heat inside cars and extending their lifespan. This system would contribute to the reduction of greenhouse gas emissions and lower energy costs for the municipality.

Finally, the city would be eligible for a variety of funding sources to offset the cost of the solar carport system.

- Inflation Reduction Act (IRA): 30% of the total solar cost returned as a direct pay Investment Tax Credit (ITC).
- Self-Generation Incentive Program (SGIP): Eligible for \$850 per kilowatt-hour under the Equity Category
- Environmental Protection Agency's Community Change Grant Program – Between \$1-3M or \$10-\$20M for qualified projects
- California Energy Commission's Energy Conservation Assistance Act (ECAA) – 1% loan to public entities for energy efficiency and energy generation projects, energy storage systems, and electric vehicle charging infrastructure.

A carport solar installation with battery storage aligns with the City's safety, resiliency, and sustainability efforts and would bring multiple benefits to the community.

Value Added Alternates

Capturing Available Rebates, Incentives, and Grants

Accessing federal relief packages and the thousands of incentive and grant programs available nationwide is not always simple. Schneider Electric's team of funding experts can help you tap into these grants, rebates, and incentives to stretch your dollars further, reduce the cost of your project, and bridge the funding gap you may be facing. Our in-house Energy Incentives Team actively monitors **over 52,000** rebate and incentive programs across North America. We can assist you by researching and identifying the right funding opportunities to maximize the capital available for your project, including:

- Utility rebates and incentives
- State and federal grants
- Stimulus funds such as the Elementary and Secondary School Emergency Relief Fund (ESSER) and the Governor's Emergency Education Relief Fund (GEER)

Our experienced team can also guide you through the grant application process to ensure you secure the maximum amount of incentives available. Over the past 15 years, we have helped our clients secure **more than \$599M** in rebates, incentives, and grants to fund their infrastructure improvement projects.

Stockton Unified School District, CA

\$1.5M grant
for electric vehicle charging

\$600,000 rebates
for battery storage

\$12M+ of energy improvements
funded by grants and rebates

We helped Stockton USD secure funding for advanced and innovative energy solutions to help pay for the District's multi-year Energy Expenditure Plan

City of El Centro, CA

\$1.6M grant
covered half the cost of new turbo blowers for the City

44% reduction
in energy usage which saved \$80,000 annually

The City of El Centro utilized funding from grants and guaranteed savings to tackle backlogged capital projects which helped reduce utility costs and the City's carbon footprint.

US Coast Guard, Puerto Rico

\$6.5M grant
for renewable energy

3 Megawatts
Solar PV production

Renewable Energy Services Agreement (PPA)
within an ESPC

By leveraging Federal funding and third-party ownership, our team helped the US Coast Guard increase energy security and add resiliency to their existing electrical grid

GRANT AND REBATE SERVICES

Schneider Electric has an established Grants and Rebates team which provides federal and state funding reporting, consulting, and project management services.



ANDREW HENSHAW will serve as your dedicated grant specialist. He is an industry leader in identifying, securing, and managing the grant funding and application process. Since beginning collaboration with Schneider Electric in 2022, he has helped secure over \$63M for capital needs.

Service Model

State and Federal grant applications have evolved. Instead of requiring a single writer with little oversight, today a grant program requires several steps including discovery and evaluation, the application writing process, and post-submission documentation to ensure an award is secured. Schneider Electric offers a comprehensive program that maximizes your ability to secure funding for your projects. We work with our clients from kick-off through the post-submission period to ensure your grants for project funding will get the attention and support they deserve.

After years of experience, we understand key barriers you face:

- **Awareness:** You may know your facility needs, but you may not be aware of all the funding available.
- **Time and Resources:** You may be aware of the grant funding that could further your project, but you may not have the time or resources to apply.
- **Competition:** Or, you may even have someone willing to tackle your grant response, but you might not have the latest information to create a competitive application.

Schneider Electric is here to help. We have cultivated knowledge around grant funding cycles, project management, and program management over the last two decades, and have honed a comprehensive method that helps our clients develop a long-term funding strategy.



In the past year, we secured for clients:

\$43.2M in clean school bus grants
\$13.8M in school-based mental health
\$8M in School Violence Prevention Program (SVPP)

OUR TEAM WILL PROVIDE:

Reporting and Program Management

Project Management and Grant Submission Support

Post-Award Guidance and Assistance

TO HELP YOU ACHIEVE:

To ensure your grant applications are submitted on time and follow all stated government guidelines

To make sure you have the most competitive grant/rebate proposal possible

To ensure you receive the funding you've been awarded in a timely manner

Many federal grants allow for only a short time period of 45-60 days to learn the submission criteria and turn around an application. Some applications can even take an estimated 400 hours (fifty 8-hour days) to complete. City of Lomita can save countless hours of time and develop your applications prior to federal funding guidance being released by utilizing our proprietary materials and methodology. These materials are comprised of a series of guides, templates and spreadsheets that directly mimic what the applicant will see in application portals, allowing the applicant to have a head start on gathering content and creating your narrative.

Qualifications:

- 20+ years' experience specializing in grant management and writing, program development and relationship management with underserved communities in the USA.
- A track record of achieving success rates an average of 30-40% higher than the national average.
- Approximately 30-40% of applications in a grant program will be rejected prior to scoring because they omit certain details, documentation or inadequately explain a problem or solution. With a keen eye to detail, that 30-40% rejection rate is reduced to 0%.

- 1,000+ School Districts have utilized these services.

Marketing and Public Relations: Get Your Message Out

Generate excitement and foster trust in your strategic direction with a marketing and communications plan that is tailored to your goals and audience. Schneider Electric's public relations and marketing experts can help you do more with less by becoming an extension of your team. We take the complex task of generating positive publicity and community engagement off your shoulders by putting our resources to work for you:

- 1 Engage:** We identify groups or stakeholders who may want to get involved to make the most of your energy initiatives.
- 2 Promote:** We work with you to develop high-impact messages for local, statewide, and even national audiences.
- 3 Influence:** We determine the best distribution channels to share your story to reach the biggest network.

COMMUNITY AWARENESS

Our marketing team will work with you to identify and reach key audiences in both the digital and physical worlds. We will then devise a multi-faceted plan to engage your stakeholders, generate excitement for your efforts, and promote your success. Your marketing plan will be customized for your organization and could include:

- Public relations outreach to local and national media
- Community and media events to celebrate key project milestones
- Special events like Earth Day, Arbor Day, and community fairs
- Grant or rebate check presentations
- Social media campaigns and communication templates

A PARTNER OF SUSTAINABILITY FOR YOUR COMMUNITY



Monument, CO – Schneider Electric has helped clients across country, like Lewis-Palmer SD 38 in Colorado, put on community outreach events to promote engagement and sustainability.

BRANDING AND POSITIONING

Branding ensures your message is consistent and your position is clear. Schneider Electric will help you create dynamic messaging and visuals to instill confidence in your stakeholders and get your message across.

- Custom signage to inform and educate your community about your project's benefits
- A clear and concise visual identity to boost visibility and provide a consistent image for awareness
- Targeted branding to influence critical stakeholders in advance of bond votes, board meetings, Environmental Protection Agency reviews, and more

NATIONAL RECOGNITION

You are a leader in energy conservation and environmental responsibility. Schneider Electric can help you showcase the breadth of your commitment to energy conservation and fiscal stewardship through:

- Promotional videos that celebrate your position and success with sustainability initiatives
- Fresh website content or a new website to showcase improvements
- Case studies and white papers that bring your initiative to the national stage

To see videos, case studies, and white papers from our previous customers, visit hub.resourceadvisor.com/performance-contracting. Your marketing and communications plan will be tailored for you. Tell us what you need, and we will craft a plan that is aimed at your audience and your success.

7

Measurement & Verification Plan

7. Measurement and Verification Plan

Measurement and Verficiation Method

Like most ESCOs, Schneider Electric follows the guidelines established by the International Performance Measurement and Verification Protocol (IPMVP). The IPMVP offers a framework and four M&V options for measuring, computing, and reporting savings.

We have 60 energy professionals who are dedicated to measuring energy performance and troubleshooting issues as they arise. We have demonstrated experience with all IPMVP options. This expertise will ensure your savings are accurately measured and transparently verified, no matter the scope of your project.

Measurement and Verification Services

In addition to HVAC upgrades at City Hall, our team can guarantee the performance of your facilities. As part of our post implementation services, City of Lomita will have the full support of our Client Services program, which provides ongoing performance assurance and support services through the contract term. You will receive:

- **A dedicated Client Services representative.** Your Client Services consultant will provide technical assistance during business hours and with most after-hours needs, with additional consultant support 24 hours a day, 7 days a week through a toll-free Client Services Hotline.
- **Secure remote monitoring.** Your utility data can be monitored remotely in real time to ensure savings accuracy
- **Resource Advisor.** You will have access to Resource Advisor, our secure, cloud-based software platform for tracking and managing energy, water, and other resource usage.
- **Training and preventive maintenance.** Your facilities team will have the support they need to ensure that your equipment is properly operated and kept in top condition.



Client Services Deliverables Schneider Electric's unparalleled support services are designed to optimize your system performance and energy use.

TRAINING

Through our customized training approach, Lomita will also learn how to provide optimum comfort conditions at the lowest possible cost. Our goal is to provide the highest quality training solutions to help optimize your productivity, process, and investments by maximizing staff performance. We customize your training plan to the exclusive needs of both your project and your staff. Lomita can expect a comprehensive training program that is designed to equip your staff with the skills to independently maintain your systems while also bolstering buy-in to your overall infrastructure program.

INITIAL TRAINING	ONGOING TRAINING
<ul style="list-style-type: none">• Performed by Construction personnel• Towards the end of construction• Staff assessment and needs discovery• O&M Plan provided• Customized topic development• EEM-by-EEM operation startup	<ul style="list-style-type: none">• Performed by Client Services Personnel during on-going guarantee phase• Annually customized based off of Lomita's personnel needs• Annually renewable• Customized topic development

8

Economic Performance Evaluation

8. Economic Performance Evaluation (Pricing)

Based Bid

Base Bid Alternate Strategies (if any)

Add Alternates

Per the addendum, pricing is not required for this response.

9. References

Schneider Electric has vast national experience in successfully completing more than 1000 design-build type projects. Project specifics or contact information for any of these projects is available upon request. Each of these 1000+ customers have individual stories and what led them to selecting Schneider Electric as their partner.

As you're looking for energy experts to guide you through your HVAC efficiency journey, you need a partner that is equally matched and able to develop a solution that meets the needs of your City.

A company's references may be the most indicative gauge of that company's performance. Schneider Electric relies heavily on references as our marketing platform to gain new business. Our business approach is built around achieving 100% customer satisfaction from project design, through implementation and project completion. This is so important to us that we perform third party customer satisfaction surveys with several points of contact within each of our references on an annual basis. If we receive a score less than perfect, we work with the client to build our score back up.

Included below are the last 10 largest California public construction projects that have been completed within the past 5 years by our team and share common goals of City of Lomita. We encourage you to call any of our references to discuss their project experience with Schneider Electric.



California Public Construction Projects	Project Dates
LA County Sanitation District – Valencia	2020 to current
Mt. Diablo Unified School District *	2022-2023 to current
Modesto City Schools *	2021-2023 to current
Huntington Beach Union High School District *	2022-2023 to current
Kings Canyon Unified School District *	2021 to current
City of El Centro	2020 to current
Berkeley Unified School District	2023 to current
City of Palmdale *	2021 to current
Moraga School District	2020 to current
Ojai Unified School District *	2022 to current

* Customers with multiple phases

LA COUNTY SANITATION

VALENCIA, CA

CONTACT INFORMATION

Joseph Chang, Supervising Engineer
Water Reclamation Plants
28185 The Old Road
Valencia, CA 91355
Phone: 562-237-0442
Email: jchang@lacsd.org

PROJECT COST

\$34,892,541

ANNUAL PROJECT SAVINGS

\$1,068,789

23% savings in the aeration process
648 tons of CO2 annual GHG reduction

ROLE OF RESPONDER & METHOD OF M&V

Energy Services Company

PROJECT TERM & DATES

25 Year Term

Project Beginning and End Dates

2020-2045

Construction Dates

2020-2023



PROJECT DESCRIPTION

LA County Sanitation is a huge organization and serves 5.6M people in Los Angeles County. Due to an increasing backlog of projects, LACSD chose the ESCO delivery model as an expedited path to construction. Schneider Electric identified several energy conservation measures (ECMs) that not only resulted in energy savings, but also addressed needed improvements at the plant to replace equipment that was nearing the end of its useful life and improved reliability. Another aspect of this project was maximizing the treatment capacity of the plant within its existing footprint.

LACSD chose Schneider Electric as their first ESCO partner which was a huge departure from performing most projects with in-house resources.

SCOPE OF WORK

- Real Time Control (RTC) system
- Diffuser replacement and basin reconfiguration
- Blower replacement and construction of a new blower building
- Electrical switchgear replacement
- Upgrade tertiary filter DCS
- Tertiary filter backwash recovery piping replacement
- LED lighting upgrade

MOUNT DIABLO USD

CONCORD, CA

CONTACT INFORMATION

Melanie Koslow, Director of
Facilities, Maintenance and Ops
1936 Carlotta Drive
Concord, CA 94519
(925) 682-8000 ext. 3815
koslowm@mdusd.org



PROJECT COST; ANNUAL SAVINGS

Phase 1-3: \$50,387,770; Phase 4: TBD
District Size: 53 Buildings
Project SF: 4,300,000
Student Size: 29,545
Annual Lifecycle Savings:
Phase 2: \$37,100,000
Phase 3 and 4: TBD

SCOPE OF WORK

- Mechanical Commissioning (P1)
- Installation of New BAS (P1)
- CO2 Monitoring (P1)
- Upgrading Interior and Exterior Lighting to LED at all 53 Schools (P2)
- Dimming Lighting Controls (multi-scene) (P2)
- Ceiling Tile Replacement (P2)
- Energy Management Resource Program (P2)
- Expedited Mechanical Replacements (P3)
- Upgrade and Standardize District Controls District-wide (P3)
- New HVAC Systems Design and Installation (P4)

FUNDING SOURCES

- Measure J Bond Funds
- ESSER II & III Stimulus Dollars
- Utility LED Rebates
- 179D EPACT Tax Discount

PROJECT TERM & DATES

2022-2023

PROJECT DESCRIPTION

Mount Diablo Unified School District (MSUSD) approached us with a wide variety of facility and operational needs. The first need dealt with immediate air quality and HVAC support (Phase 1). Following the initial one building HVAC project, Mount Diablo Unified School District found themselves in a position where they wanted to make sweeping changes districtwide. With that, they were looking for a turnkey energy services provider that could manage a multitude of school sites and energy efficiency measures. For years, MSUSD had wanted to standardize their systems and equipment district-wide but had run into challenges in doing so.

During our collaborative IGA, we unpacked the district team's system desires (lighting standard, easily attainable, long warranties, etc.). Phase 1, standardized LED retrofits districtwide, including smart controls (multi-scene dimmer kits for classrooms), ceiling tile replacement, and an energy management support resource to help the district reduce energy consumption behaviorally/operationally. The lighting design included interaction and feedback from school staff and students through demos. Phase 2 includes HVAC replacements, BAS upgrades and standardization districtwide (tying in the LEDs from Phase 1). And phase 3 focuses on design and install of new HVAC.

Students worked collaboratively with our marketing team on designing the above logo. Presentations were held with town hall and bond committee.

MODESTO CITY SCHOOLS

MODESTO, CA



CONTACT INFORMATION

Contact Information:

Gilbert Rosas, Associate Superintendent

1300 Woodland Avenue

Modesto, CA 95351-2631

Phone: 209-207-2012

Email: rosas.g@monet.k12.ca.us

PROJECT COST

Phase 1: \$13,492,447

Phase 2: \$20,472,549

Phase 3: \$16,675,167

ANNUAL PROJECT SAVINGS

\$1,200,000

SCOPE OF WORK

- Solar carports
- Solar canopies
- Advanced EV Charging Infrastructure

FUNDING SOURCES

District Funds

Grants

PROJECT DATES

Construction Dates

Phase 1: 2022-2023

Phase 2: 2023-2024

Phase 3: 2024-2025

PROJECT DESCRIPTION

Modesto City Schools committed to finding innovative strategies to reduce environmental pollution while conserving energy and improving their overall learning environment. After receiving a grant from California's Hybrid and Zero-Emission Truck & Bus Voucher Incentive Program (HVIP) to purchase 30 electric school busses, they needed a partner to implement the necessary infrastructure.

Modesto selected Schneider Electric to install the EV fleet infrastructure, provide 800 kWp worth of solar canopies, and implement six Sustainable Outdoor Learning Environments to help forward the district's STEAM curriculum.

The overall Phase I project will save 1,898,642 kWh in energy consumption and remove 402 tons of carbon emissions. The impact is equivalent to removing 86 cars from the road or planting 16,080 trees. The bus fleet alone will save \$250,000+ in fuel costs and overall maintenance. Each bus can run up to 120 miles on a single charge.

"Our students will be among the first in the nation to be transported to school using clean energy vehicles, where they'll learn in a technologically advanced outdoor learning environment powered by the sun. We're thrilled to see our vision of a sustainable future come to fruition for the longevity and health of our community."

Tim Zearley, Associate Superintendent

Modesto City Schools was so pleased with Schneider Electric's performance, they chose to partner with them on two additional phases of work. Phase 1 and 2 included more solar PV carports and an expansion of their EV charging.

HUNTINGTON BEACH UHSD

HUNTINGTON BEACH, CA

CONTACT INFORMATION

Mr. Mark Hansberger, Director,
Maintenance, Operations & Transportation
5832 Bolsa Ave
Huntington Beach, CA 92649
Phone: 714-536-7521 Ext. 40410
Email: mhansberger@hbuhsd.edu

PROJECT COST

Phase I: \$7,187,538

Phase II: \$16,827,918

Phase III: \$11,965,945

ANNUAL PROJECT SAVINGS

Phase I: \$253,729

Phase II: \$653,712

Phase III: \$328,289

SCOPE OF WORK

- Replacing and refurbishing antiquated mechanical systems
 - Wall pack units
 - Roof top units
 - Air handlers
 - Cooling Towers
 - Chillers
 - Boilers
- Installing new building automation system

FUNDING SOURCES

ESSER Funds

District Funds

CalShape Ventilation Grant

CONSTRUCTION DATES

Phase I: 2022-2023

Phase II: 2023-2024

Phase III: 2023-2024



PROJECT DESCRIPTION

The Huntington Beach Union High School District has found it challenging to maintain the amount of mechanical and automation systems they have spread throughout their campuses. The salty ocean air coupled with more intense heat in recent years puts a lot of strain on these critical systems, causing more maintenance issues and a greater need to replace the equipment on a more regular basis. In addition to this, the District has had a slew of problems managing their disparate building automation systems, one of which essentially stopped working entirely, causing a major headache for school and operations staff.

When the District got their ESSER allocation, they knew they wanted to spend this one-time money on upgrades to their mechanical and controls systems to improve indoor air quality, reduce comfort complaints in the classroom and help take a big bite out of their deferred maintenance backlog. The District, like many others, saw this funding as a windfall to help solve some of their biggest facility issues.

HBUHSD released a RFQ and ultimately selected Schneider Electric as their partner to tackle this work. Schneider Electric immediately conducted site visits and built out a phased plan to get these mechanical and controls systems replaced or, in some cases, refurbished. Schneider Electric is helping the district replace all kinds of antiquated and problematic HVAC systems including air handlers, chillers, boilers, rooftop units, wall pack units, and multi-zone units. The District will also benefit from new, consistent controls to help them better automate these new mechanical systems.

In addition to implementing all of this new equipment over the next couple of years, Schneider Electric's team is also helping HBUHSD apply for grants and incentives on their behalf and assisting the District in communicating out the work they are doing to the parents, teachers and staff.

KINGS CANYON USD

REEDLEY, CA

CONTACT INFORMATION

Joe Arruda
Director of Facilities
1801 10th Street
Reedley, CA 93654
(559) 351-7561
arruda-j@kcusd.com



PROJECT COST

Phase 1: \$16,083,347

Phase 2: \$2,487,124

PROJECT SAVINGS

Phase 1: \$19.1MM in lifecycle savings and revenue generation

Phase 2: \$3.7M in lifecycle savings

SCOPE OF WORK

- District wide Exterior lighting
- District wide interior lighting
- HVAC replacements
- District wide automation system

ROLE OF RESPONDER

Energy Services Company

PROJECT TERM & DATES

20 Year Term

Project Beginning and End Dates

2022-2042

Construction Dates

Phase 1: 2021-2023

Phase 2: In construction; estimated completion 2024

PROJECT DESCRIPTION

Kings Canyon Unified School District awarded Schneider Electric their Healthy Buildings Project through Government Code 4217 to develop and implement a self-funding, budget neutral project, utilizing energy savings and capturing grants and rebates. The District chose to include all sites in the audit and planning. Through a series of impactful planning meetings, KCUSD provided Schneider Electric input to prioritize HVAC, lighting upgrades and Automation controls throughout the District.

A significant focus point to the District was designing a budget neutral project. With District wide lighting, KCUSD ended up with a budget positive project projected to save the District over \$19MM in lifecycle savings and revenue generation. Additional Schneider Electric was able to secure \$2.1MM in additional funds from grants.

Schneider is working alongside the District to secure additional funds and implement additional projects in phases as the funding becomes available.

CITY OF EL CENTRO

EL CENTRO, CA

CONTACT INFORMATION

Marcela Piedra
(Former) City Manager
mpiedra@rpcity.org
(707) 588-2243

PROJECT COST

\$16,381,583

ANNUAL PROJECT SAVINGS

\$45,599

SCOPE OF WORK

- Bar screen and wet well replacements
- Blower replacements
- Dissolved Oxygen Control implementation
- Generator replacements and conversion to natural gas
- SCADA installation
- Sewer Line Rehabilitation

ROLE OF RESPONDER

Energy Services Company

PROJECT TERM & DATES

15 Year Term

Project Beginning and End Dates

2020 - 2035

Construction Dates

July 2017 – December 2020

PROJECT DESCRIPTION

The City of El Centro had a vision to address many needed capital improvement projects (CIP) at the wastewater plant which had been identified but not built for several years. This was the City's first ESCO/design-build project delivery. Schneider Electric's ability to address many diverse plant and collection system needs, coupled with the speed in developing work, enabled the City to move into construction sooner than anticipated.

Throughout development and design, the wastewater operations team had input into design criteria for ease of maintenance, equipment preference, and potential subcontractors. The wastewater plant operators could also relate to Schneider Electric's team, some of whom are former plant operators, which meant they understood the maintenance, operations, and process impacts of project decisions.

To help reduce the burden from the wastewater enterprise fund, Schneider Electric applied for and is anticipating the announcement of a \$1.6 Million grant from the EPA which the City was eligible to receive due to the energy savings associated with the blower replacement project.

The benefits of this project include the ability to:

- Achieve long-term cost savings through reduced energy and operational use
- Leverage funding stream generated by savings coupled with grants and Wastewater Bond funding to complete needed CIP projects
- Communicate project wins with the community, region, and state via press releases and social media outlets
- Maximize El Centro's existing plant assets and ensure reliability of the collection system



BERKELEY USD

BERKELEY, CA

CONTACT INFORMATION

John Calise
Executive Director of Facilities
707 Russell Street
Berkeley, CA 94703
(707) 624-5003

PROJECT COST

\$552,000 – Natatorium / Prop 39
\$3,000,000 – Indoor Air Quality / AB 841
\$13.4M - ZNE Natatorium Project

ANNUAL PROJECT SAVINGS

Phase I: \$30,583
Phase III: \$126,869

SCOPE OF WORK

- HVAC Replacements
- Paddock Bench Exhaust Systems
- Rooftop / Canopy Solar Systems
- Battery Energy Storage System
- Sustainable Outdoor Learning Environment (SOLE)
- Indoor Air Quality Measures
- Zero Net Energy Certification by New Building Institute

ROLE OF RESPONDER

Energy Services Company
M&V Option B (Phase 3 Only)

PROJECT TERM & DATES

10 years

Project Beginning and End Dates

Phase I: 2019 - 2020

Phase II: 2021 - 2022

Phase III: 2023 - 2033



PROJECT DESCRIPTION

Berkeley USD and Schneider Electric began their partnership during Proposition 39. During a competitive RFQ/P Schneider Electric was selected to implement services for mechanical projects. The following was addressed at Berkeley HS Natatorium:

1. Replaced pool heater
2. Installed unique pool heater flue
3. Replaced pool pump
4. Installed VFD on pool pump
5. Configured backwash controller and pump/VFD to existing system
6. Provided training on operation and maintenance of equipment

Berkeley HS Natatorium has a history of poor air quality and water chemicals not being managed correctly. To address these problems, Schneider Electric is currently installing a Zero Net Energy Natatorium project to permanently resolve potential health and safety issues that can arise from not managing chlorine and chloramines properly. In addition to this project objective, Berkeley USD also wanted to offset the electrical load through the implementation of renewables and battery storage to qualify the building for ZNE. Lastly, through the partnership with Schneider Electric, the project team was able to obtain a local rebate incentive from PG&E related to the Battery Energy Storage system as well as align the Inflation Reduction Act Federal program funding to offset costs relative to the rooftop and canopy solar PV.

In the wake of COVID-19, Berkeley USD looked to Schneider Electric to recommend and implement measures necessary to reopen schools. Measures include Needlepoint Bipolar Ionization, HVAC unit supply fan cleaning, MERV 13 filter install, and Indoor Air Quality (IAQ) sensors. Sensors were installed in classrooms to monitor temperature, humidity, carbon dioxide, and volatile organic compound readings. An IAQ Command Center was placed in Facility Operations to provide visibility into sensor readings for monitoring and a high-level overview of each site's current operations.

CITY OF PALMDALE

PALMDALE, CA

CONTACT INFORMATION

Ben Lucha
Environmental Resources Manager
38300 Sierra Highway
Palmdale, CA 93550
Phone: 661-267-5308
Email: Blucha@cityofpalmdale.org

PROJECT COST

Phase 1: \$8.49M

Phase 2: \$6.17M

ANNUAL PROJECT SAVINGS

Phase 1: \$548,000

Phase 2: \$165,000

SCOPE OF WORK

Phase 1

- LED lighting (interior & exterior)
- HVAC upgrades
- Irrigation upgrades & controls

Phase 2

- LED lighting (interior & exterior)
- Sports LED lighting retrofits
- HVAC TAB Report

ROLE OF RESPONDER

Energy Services Company

PROJECT TERM & DATES

20 Year Term

Project Beginning and End Dates

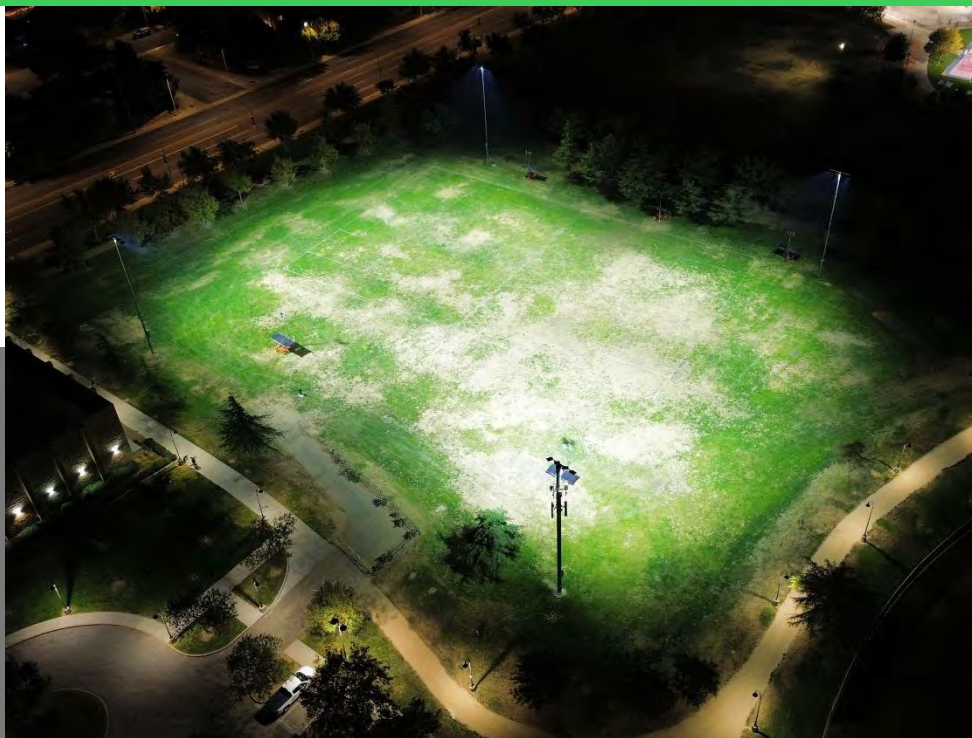
Phase 1: 2022 - 2042

Phase 2: 2023 - 2043

Construction Beginning and End Dates

Phase 1: October 2023 – 2024

Phase 2: February 2024 – July 2024



PROJECT DESCRIPTION

The City of Palmdale has embarked on a transformative journey with Schneider Electric to revitalize its aging infrastructure and enhance community facilities. This collaboration brought together various city departments, including Public Works, Maintenance, Energy/Utility, Finance, Parks and Recreation, and the City Manager's Office, to address critical needs and align with the city's strategic objectives.

Faced with 15+ year old mechanical units and a Building Automation System reliant on obsolete parts, Palmdale was at a crossroads. Key facilities like the Cultural Center, Developmental Services, the Library, and Oasis Rec Center were at risk of closure due to potential HVAC and control system failures. Moreover, the city's automated irrigation control platform required an urgent upgrade to continue efficient water management.

This comprehensive project promises significant benefits for Palmdale's residents, including enhanced safety and security through exterior LED lighting and improved indoor air quality from new HVAC systems. The community will also see a reduction in water usage from advanced irrigation measures, and the elimination of on-site chlorine storage, bolstering health and safety measures.

This project is not just an upgrade; it's a leap forward for the City of Palmdale, ensuring its facilities are sustainable, efficient, and ready to serve the community for years to come.

MORAGA SCHOOL DISTRICT

MORAGA, CA

CONTACT INFORMATION

Daniela Parasidis
Chief Business Official
Moraga School District
1540 School St
Moraga, CA 94556
Phone: (925) 377-4108
Email: dparasidis@moraga.k12.ca.us



PROJECT COST

\$6,994,996

ANNUAL PROJECT SAVINGS

\$171,882

SCOPE OF WORK

- Solar PV at 3 sites
- District-Wide HVAC upgrades
- Exterior LED lighting upgrades
- Smart Irrigation
- Indoor Plumbing upgrades

ROLE OF RESPONDER

Energy Services Company

PROJECT TERM & DATES

20 Year Term

Project Beginning and End Dates

2021 – 2041

Construction Dates

Dec 2020 – Dec 2021

PROJECT DESCRIPTION

Schneider Electric helped the District complete a major unfunded initiative (District-Wide HVAC replacement) by leveraging savings from other energy/water efficiency measures. These other measures included solar PV at three schools, exterior LED lighting retrofits, smart irrigation, interior plumbing upgrades and District-Wide telecom upgrades.

Additionally, Schneider Electric leveraged the “Enable” message to integrate Student Engagement and Marketing services into the program. The District/Board required the project to be approved in the most conservative financial setting. Through collaboration and coordination with the District, Schneider Electric was able to deliver a self-funding solution with net savings, in that scenario.

OJAI UNIFIED SCHOOL DISTRICT

Ojai, CA

CONTACT INFORMATION

Alan White – Bond Manager
414 East Ojai Ave
Ojai, CA 93023
Phone: 805-701-4231

PROJECT COST

Phase 1: \$2,348,181

Phase 2 (Microgrid): \$3,539,558

LIFECYCLE PROJECT SAVINGS

\$8,560,213

SCOPE OF WORK

- Solar carports & canopies
- EV charging infrastructure
- LED lighting (exterior)
- ADA compliance upgrades
- Battery Energy Storage System
- Microgrid

ROLE OF RESPONDER

Energy Services Company

FUNDING SOURCES

AB 841

PROJECT TERM & DATES

20 Year Term

Construction Dates

Phase 1:

May 2023 – December 2023

Phase 2:

2024-2025



PROJECT DESCRIPTION

Schneider Electric has partnered with Ojai Unified School District to transform the entire district through multiple environmental measures. After conducting a thorough analysis of the district's energy and utility usage, environmental conditions, and key goals, Schneider Electric developed a comprehensive suite of value engineering solutions that will not only improve building health, safety, comfort, and efficiency but also positively impact the students and local community.

Nearly every facility in the district was part of this project, including Nordhoff High School, Chaparral High School, Matilija Middle School, Mira Monte Elementary, Meiners Oak Elementary, Topa Topa Elementary, San Antonio Elementary, and Summit Elementary. For Nordhoff High School, energy consumption data revealed an increase from 548,000 kWh in the 2018/2019 school year to 601,000 kWh in 2019, with a slight decrease in 2020 due to COVID-19. With the addition of an aquatic center, new sports field lighting, and a sports complex, Schneider Electric conducted a preliminary energy study to optimize PV array sizing for anticipated load growth.

The entire district-wide project is expected to save over 500 tons of CO₂-equivalent per year and accumulate over \$8,500,000 in total financial savings. This initiative exemplifies Schneider Electric's commitment to helping educational institutions achieve their sustainability goals while enhancing their facilities for the betterment of the community.

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Exceptions to RFP/Contract

10. Exceptions to RFP/Contract

We would appreciate the opportunity to negotiate terms of the contract associated with this project. Please see the following pages.

ATTACHMENT – C

PROFESSIONAL SAMPLE AGREEMENT (PSA)



**CONTRACT FOR PROFESSIONAL SERVICES AND
CONSTRUCTION BETWEEN
THE CITY OF LOMITA AND _____**

This AGREEMENT for _____ Project is entered into this ____ day of __, 202__, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and _____ ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for _____.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$_____ for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the

CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. **PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is . CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on _____, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all

applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers,

employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. **Registration/DIR Compliance.** If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. **Labor Certification.** By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. **Employment of Apprentices.** CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. **CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7.** Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. **TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement with 30 days notice if without cause and at any time with ~~or without~~ cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR for CITY shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. **INDEMNIFICATION.**

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, which approval will not be unreasonably withheld, and hold harmless CITY, its officers, officials, employees and volunteers from and against all third party liability including for, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. ~~Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation.~~ CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

C. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF DATA DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT AND IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

D. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF CONTRACTOR FOR DAMAGES UNDER THE AGREEMENT SHALL NOT EXCEED THE CONTRACT AMOUNT. THE PRECEDING SENTENCE SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY, OR TO ANY OTHER CLAIM TO THE EXTENT OF SUBCONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

18. **AUDIT OF RECORDS.**

A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books,

B. records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

~~C. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.~~

19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time ~~as determined by CITY~~ to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. **INSURANCE REQUIREMENTS.**

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY from the CONTRACTOR at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of ~~not less than~~ one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of ~~not less than~~ one million dollars (\$1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall ~~not be less than~~ one million dollars (\$1,000,000) on a claims-made annual aggregate basis, ~~or a combined single limit per occurrence basis~~. When coverage is provided on a "claims made basis," CONTRACTOR will ~~continue to renew~~ maintain the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to General liability and Automobile Liability Insurance, but only with respect to liability caused, in whole or in part, by operations of arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations on behalf of CITY, where required by written contract."
2. This General Liability and Automobile Liability Insurance policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This General Liability and Automobile Liability insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents on General Liability, Automobile Liability and Workers' Compensation Insurance.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY from the CONTRACTOR.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if ~~they are likely to~~ involve CITY.
- D. ~~Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.~~
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this

Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

21. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.

22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** ~~The acceptance~~

~~23.22. by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra-compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.~~

24.23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

25.24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

26.25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	<u>ATTN:</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

27-26. SOLICITATION. CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.

28-27. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.

29-28. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30-29. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

34-30. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

32-31. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

33-32. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

34.33. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

35.34. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

36.35. STATEMENT OF EXPERIENCE. By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner reasonably satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

37.36. DISCLOSURE REQUIRED. (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California

Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

37. Cybersecurity. CONTRACTOR is not responsible for implementing or maintaining a security program to safeguard and protect CITY's computer network, systems, machines, and/or data (collectively, "Systems"), including those Systems on which it runs the Deliverables provided by CONTRACTOR, against Cyber Threats ("Security Program"). "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Systems, including through malware, hacking or similar attacks. Failure by CITY to maintain an appropriate Security Program

in accordance with industry standards may result in the Deliverables or Systems becoming

vulnerable to certain Cyber Threats or result in impaired functionality, and
CONTRACTOR

shall not be liable or responsible for any losses or damages that may result.

38. Antibribery and Corruption: CITY acknowledges that CONTRACTOR is committed to eliminating all risk of bribery and corruption, influence peddling, money laundering and tax evasion or the facilitation thereof in its business activities. CITY must immediately notify CONTRACTOR of any suspected, or known, breaches of Anti-Corruption Law. CITY may raise this alert through their point of contact or through the Trust Line: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

39. The Products and Services provided by CONTRACTOR under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. CITY acknowledges and agrees that the Products, assignment and/or usage of the Products, Software, Services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.
Unless applicable export license/s has been obtained from the relevant authority and CONTRACTOR has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. CITY also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit CONTRACTOR from fulfilling any order, or would in CONTRACTOR's judgment otherwise expose CONTRACTOR to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, CONTRACTOR shall be excused from all obligations under such order and/or the Agreement

RFP Questionnaire

RFP Questionnaire

RFP QUESTIONNAIRE

1. Background Information

- a) Provide firm name as it appears on license: Schneider Electric Buildings Americas Inc (SEBA).
- b) Contact person and title: Rachael Torgerson, Program Manager
- c) Address: 1660 Scenic Ave, Costa Mesa, CA 92626
- d) Phone: 916.848.8088 Fax: N/A Email: Rachel.Torgerson@se.com
- e) Indicate legal status of the firm (Corporation, Partnership, Sole Proprietor, Etc.): Corporation
- f) If firm is a Corporation, indicate President and Secretary:
- g) If firm is a Partnership, indicate partners: N/A
- h) If firm is a Sole Proprietor, indicate owner: N/A
- i) Current Proposer's license numbers and classifications: Active CA Contractors State License #708952
- j) How long have you had this license: Issued Date 12/31/2001 (23 years)

Have any of the principals of the firm had another Proposer's license or have they been listed on any other Proposer's license: If the answer is "Yes", provide the license numbers and explain the circumstances on attached sheets.

☐ Yes ☒ No

2. History of Your Firm

- a. How long ago was Proposer's firm founded under current Proposer's license number: **(Please provide appropriate evidence of date.)** (1 point per year up to maximum of 10 pts.)

Schneider Electric Buildings Americas, Inc. is a Delaware corporation, incorporated on November 1, 1988. Please see the following pages for the Delaware Certificate of Incorporation. The Certificate lists our previously company names of CSI and TAC. Schneider Electric Buildings Americas, Inc. (SEBA) is part of the Schneider Electric Group of companies. Schneider Electric SE has been in existence since 1836.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "TAC AMERICAS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FIRST DAY OF NOVEMBER, A.D. 1988, AT 9 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 1988, AT 1 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTIETH DAY OF JULY, A.D. 1997, AT 5 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2000, AT 2 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CSI CONTROL SYSTEMS INTERNATIONAL, INC." TO "TAC AMERICAS, INC.", FILED THE TWENTY-THIRD DAY OF JANUARY, A.D. 2001, AT 12:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE ELEVENTH DAY OF APRIL, A.D. 2001, AT 11:54 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE THIRTIETH DAY OF NOVEMBER,



2177104 8100H

070195433

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5446156

DATE: 02-21-07

Delaware

PAGE 2

The First State

A.D. 2004, AT 11 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE THIRTIETH DAY OF
NOVEMBER, A.D. 2004, AT 11 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-FIFTH DAY OF
OCTOBER, A.D. 2005, AT 12:49 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-FIFTH DAY OF
OCTOBER, A.D. 2005, AT 12:50 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID CORPORATION, "TAC AMERICAS, INC.".

2177104 8100H

070195433



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5446156

DATE: 02-21-07

803060026

FILED

NOV 1 1988

Handwritten signature
SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF
CSI CONTROL SYSTEMS INTERNATIONAL, INC.

First: The name of the Corporation is CSI CONTROL SYSTEMS INTERNATIONAL, INC.

Second: The address of the registered office of the Corporation in the State of Delaware is 1013 Centre Road in the City of Wilmington, County of New Castle. The name and address of its registered agent is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

Third: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

Fourth: The total number of shares of stock which the Corporation shall have authority to issue is 11,000,000, 1,000,000 of such shares to be classified as preferred stock (the "Preferred Stock"), par value \$0.01 per share, and 10,000,000 of such shares to be classified as common stock (the "Common Stock"), par value \$0.01 per share.

The designations and the powers, preferences, rights, qualifications, limitations, and restrictions of the Preferred Stock and the Common Stock of the Corporation are as follows:

A. Provisions Relating to the Preferred Stock.

1. The Preferred Stock may be issued from time to time in one or more classes or series, the shares of each class or series to have such designations and powers, preferences, rights, qualifications, limitations, and restrictions thereof as are stated and expressed herein and in the resolution or resolutions providing for the issue of such class or series adopted by the Board of Directors of the Corporation as hereafter prescribed.

2. Authority is hereby expressly granted to and vested in the Board of Directors of the Corporation to authorize the issuance of the Preferred Stock from time to time in one or more classes or series, and with respect to each class or series of the Preferred Stock, to fix and state by the resolution or resolutions from time to time adopted providing for the issuance thereof the following:

(i) whether or not the class or series is to have voting rights, full, special, or limited, or is to be without voting rights, and whether or not such class or series is to be entitled to vote as a separate class either alone or together with the holders of one or more other classes or series of stock;

(ii) the number of shares to constitute the class or series and the designations thereof;

(iii) the preferences, and relative, participating, optional, or other special rights, if any, and the qualifications, limitations, or restrictions thereof, if any, with respect to any class or series;

(iv) whether or not the shares of any class or series shall be redeemable at the option of the Corporation or the holders thereof or upon the happening of any specified event, and, if redeemable, the redemption price or prices (which may be payable in the form of cash, notes, securities, or other property), and the time or times at which, and the terms and conditions upon which, such shares shall be redeemable and the manner of redemption;

(v) whether or not the shares of a class or series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement, and, if such retirement or sinking fund or funds are to be established, the annual amount thereof, and the terms and provisions relative to the operation thereof;

(vi) the dividend rate, whether dividends are payable in cash, stock of the Corporation, or other property, the conditions upon which and the times when such dividends are payable, the preference to or the relation to the payment of dividends payable on any other class or classes or series of stock, whether or not such dividends shall be cumulative or noncumulative, and if cumulative, the date or dates from which such dividends shall accumulate;

(vii) the preferences, if any, and the amounts thereof which the holders of any class or series thereof shall be entitled to receive upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(viii) whether or not the shares of any class or series, at the option of the Corporation or the holder thereof or upon the happening of any specified event,

shall be convertible into or exchangeable for, the shares of any other class or classes or of any other series of the same or any other class or classes of stock, securities, or other property of the Corporation and the conversion price or prices or ratio or ratios or the rate or rates at which such exchange may be made, with such adjustments, if any, as shall be stated and expressed or provided for in such resolution or resolutions; and

(ix) such other special rights and protective provisions with respect to any class or series as may to the Board of Directors of the Corporation seem advisable.

3. The shares of each class or series of the Preferred Stock may vary from the shares of any other class or series thereof in any or all of the foregoing respects. The Board of Directors of the Corporation may increase the number of shares of the Preferred Stock designated for any existing class or series by a resolution adding to such class or series authorized and unissued shares of the Preferred Stock not designated for any other class or series. The Board of Directors of the Corporation may decrease the number of shares of the Preferred Stock designated for any existing class or series by a resolution, subtracting from such series unissued shares of the Preferred Stock designated for any existing class or series by a resolution, subtracting from such series unissued shares of the Preferred Stock designated for such class or series, and the shares so subtracted shall become authorized, unissued, and undesignated shares of the Preferred Stock.

B. Provisions Relating to the Common Stock

1. Except as otherwise required by law, and subject to any special voting rights which may be granted any class or series of Preferred Stock in the Board of Directors resolution which creates such class or series, each holder of Common Stock shall be entitled to one vote for each share of the Common Stock standing in such holder's name on the records of the Corporation on each matter submitted to a vote of the stockholders.

2. Subject to the rights of the holders of the Preferred Stock, the holders of the Common Stock shall be entitled to receive when, as, and if declared by the Board of Directors of the Corporation, out of funds legally available therefor, dividends payable in cash, stock, or otherwise.

3. Upon any liquidation, dissolution, or winding up of the Corporation whether voluntary or involuntary, and after the holders of the Preferred Stock and any bonds, debentures, or other obligations of the Corporation shall have been paid in

full the amounts to which they shall be entitled (if any), or a sum sufficient for such payment in full shall have been set aside, the remaining net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests, to the exclusion of the holders of the Preferred Stock and any bonds, debentures, or other obligations of the Corporation.

Fifth: Subject to the foregoing provisions of this Certificate of Incorporation, the Corporation may issue shares of its Preferred Stock and Common Stock from time to time for such consideration (not less than the par value thereof) as may be fixed by the Board of Directors of the Corporation, which is expressly authorized to fix the same in its absolute and uncontrolled discretion subject to the foregoing conditions. Shares so issued for which the consideration shall have been paid or delivered to the Corporation shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payments in respect of such shares.

The Corporation shall have authority to create and issue rights and options entitling their holders to purchase shares of the Corporation's capital stock of any class or series or other securities of the Corporation, as such rights and options shall be evidenced by instruments approved by the Board of Directors of the Corporation. The Board of Directors of the Corporation shall be empowered to set the exercise price, duration, times for exercise, and other terms of such options or rights; provided, however, that the consideration to be received for any shares of capital stock subject thereto shall not be less than the par value thereof.

No holder of any shares of any class or series shall as such holder have any preemptive right to subscribe for or purchase any other shares or securities of any class or series, whether now or hereafter authorized, which at any time may be offered for sale or sold by the Corporation.

Sixth: The name and the mailing address of the incorporator is:

<u>Name</u>	<u>Mailing Address</u>
M David Burton	3100 First RepublicBank Plaza 901 Main Street Dallas, Texas 75202

Seventh: The number of directors shall be fixed by the Bylaws of the Corporation and until changed in accordance with the manner prescribed by the Bylaws shall be FIVE(5). The names and addresses of those who are to serve as directors

until the first annual meeting of stockholders, or until their successors be elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
<u>WAYNE R. STEVENSON</u>	1625 West Crosby Road Suite 100 Carrollton, Texas 75006
<u>DENIS A. HARWOOD</u>	C/O Consort Pty. Ltd. 8th Floor, National Bank Bldg. 70 Pirie Street Adelaide, South Australia 5000
<u>JERRY F. WHITE</u>	5327 North Central Expwy. Suite 200 Dallas, Texas 75205
<u>WILLIAM W. WILSON</u>	5353 Renaissance Tower Dallas, Texas 75270
<u>JAMES D. CROWNOVER</u>	1215 West Crosby Road Carrollton, Texas 75006

Eighth: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

- (1) To make, alter or repeal the Bylaws of the Corporation;
- (2) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation;
- (3) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created;
- (4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the Bylaws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of

the Corporation to be affixed to all papers which may require it; provided, however, the Bylaws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member; and

(5) When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property, including securities, of any other corporation or corporations, as the Board of Directors shall deem expedient and in the best interests of the Corporation.

Ninth: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation

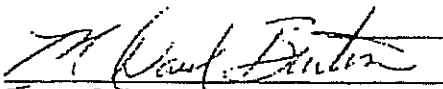
Tenth: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at -- such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

Eleventh: The Corporation is to have perpetual existence.

Twelfth: The Corporation reserves the right to amend alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Thirteenth: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Section by the stockholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 31st day of October, 1988


INCORPORATOR

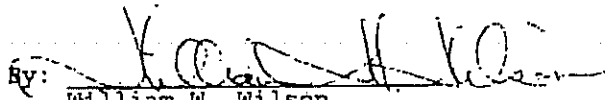
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RELEASE

Effective this 31st day of October, 1988, the undersigned hereby authorizes the Secretary of State of Delaware to release to Corporation Service Company the name reservation for CSI Control Systems International, Inc., reservation #7267158, which our firm previously reserved with your office.

Pursuant to this Release, Corporation Service Company shall be authorized to use the name of CSI Control Systems International, Inc. for all purposes.

ARTER HADDEN & WITTS

By: 
William W. Wilson

DATED: 10/31/88

888334075

FILED 1 pm

NOV 29 1988

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING

CONTROL SYSTEMS INTERNATIONAL, INC., A TEXAS CORPORATION
INTO

~~CSI~~ CONTROL SYSTEMS INTERNATIONAL, INC., A DELAWARE CORPORATION
(PURSUANT TO SECTION 253 OF THE
GENERAL CORPORATION LAW OF DELAWARE)

Control Systems International, Inc., a corporation incorporated on the eighteenth day of November, 1985, pursuant to the provisions of the Texas Business Corporation Act does hereby certify that it owns at least ninety percent (90%) of the outstanding shares of each class of capital stock of CSI Control Systems International, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware, and that it, pursuant to resolutions of the Board of Directors, duly adopted by the unanimous written consent of the members thereof on November 7, 1988, determined to merge with and into CSI Control Systems International, Inc., a Delaware corporation, which resolutions are in the following words, to wit:

WHEREAS, Control Systems International, Inc. ("CSI") is a corporation duly organized and validly existing under the laws of the State of Texas; and

WHEREAS, CSI Control Systems International, Inc. ("CSI-Delaware") is a corporation duly organized and validly existing under the laws of the State of Delaware; and

WHEREAS, the undersigned directors deem it to be in the best interests of CSI and CSI-Delaware to merge CSI with and into CSI-Delaware pursuant to a Plan and Agreement of Merger (the "Merger Agreement"); and

WHEREAS, the Merger Agreement has been adopted, approved, certified, executed and acknowledged by CSI in accordance with the laws of the State of Texas; now, therefore, be it

RESOLVED, that the form, terms and provisions of the Merger Agreement be, and the same hereby are, approved and adopted in all respects and that, pursuant to such Merger Agreement, CSI merge with and into CSI-Delaware (the "Merger"), with the result that CSI-Delaware will be the surviving corporation; and

FURTHER RESOLVED, that each share of the Common Stock of CSI issued and outstanding immediately prior to the Merger pursuant to the terms of the Merger Agreement shall be converted into one (1) share of the common stock of CSI-Delaware, par value \$.01 per share; and

FURTHER RESOLVED, that the President or a Vice President and the Secretary or any Assistant Secretary of CSI be, and they hereby are, authorized, empowered and directed, for and in the name and on behalf of CSI, to execute the Merger Agreement, any Articles of Merger and the Certificate of Ownership and Merger in the form any such officer shall deem appropriate and any other certificates, articles, instruments and other documents in form and substance as any such officer shall deem appropriate, all as may be required by the laws of the States of Delaware and Texas, to waive any and all conditions and to do all things necessary or helpful to carry out the purposes of the foregoing resolutions and the Merger Agreement adopted thereby, and all acts and deeds of the officers and agents of CSI which are consistent with the purposes and intent of the above resolutions shall be, and the same hereby are, in all respects, ratified, approved, confirmed and adopted as the acts and deeds of CSI; and

FURTHER RESOLVED, that upon the requisite approval by CSI shareholders, the President or a Vice President and the Secretary or any Assistant Secretary of CSI be, and they hereby are, authorized, empowered and directed, for and in the name of and on behalf of CSI, to make such filings and to take any and all actions any such officer shall deem appropriate in order to effectuate the aforementioned Merger and related transactions, and all acts and deeds of the officers and agents of CSI which are consistent with the purpose and intent of this resolution shall be, and the same hereby are, in all respects ratified, approved, confirmed and adopted as the acts and deeds of CSI.

IN WITNESS WHEREOF, Control Systems International, Inc.
has caused this Certificate to be signed by its President and
attested by its Assistant Secretary, and its corporate seal to
be affixed, the 29th day of November, 1988.

By: Wayne R. Stevenson
Wayne R. Stevenson, President

ATTEST:

William S. Bartles
William S. Bartles, Assistant Secretary

(Seal)

1d9476U

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
CSI CONTROL SYSTEMS INTERNATIONAL, INC.**

CSI Control Systems International, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY: That the following amendments to the Certificate of Incorporation of the Corporation were each duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware:

I. The following Article shall be added as a new Article Fourteenth to the Corporation's Certificate of Incorporation:

"Fourteenth: Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders. Special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution adopted by a majority of the total number of the then authorized directors (as determined in accordance with the Bylaws of the Corporation)."

II. The following Article shall be added as a new Article Fifteenth to the Corporation's Certificate of Incorporation.

"Fifteenth: With respect to any Corporation matter set forth below in paragraphs (a) through (d) of this Article Fifteenth for which stockholder approval is required, in addition to any affirmative vote required by law or any other applicable provisions of this Certificate of Incorporation, the affirmative vote of holders of at least sixty percent (60%) of the combined voting power of the then outstanding shares of capital stock of all classes and series of the Corporation entitled to vote generally in the election of directors of the Corporation, considered for the purpose of this Article as one class ("Voting Shares"), shall be required for the approval or authorization of:

(a) any merger or consolidation of the Corporation with or into any other corporation, person or other entity; or

(b) any sale, lease, exchange, transfer or other disposition (except a transfer or disposition by way of mortgage, pledge or hypothecation approved by the Board of Directors in accordance with the Bylaws of the Corporation)

of all or substantially all of the property and assets of the Corporation to or with any other corporation, person or other entity; or

(c) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation; or

(d) any amendment to, or any repeal of, any provision of the Certificate of Incorporation of the Corporation.

Such percentage affirmative vote as provided in this Article Fifteenth shall be in lieu of any lesser vote of the holders of the capital stock of the Corporation otherwise provided or required by law or any agreement or contract to which the Corporation is a party (but shall not be applicable to any Corporation action with respect to which no stockholder approval is so required), and shall be in addition to any class vote to which any class or series of capital stock of the Corporation may be entitled."

III. The following article shall be added as a new Article Sixteenth to the Corporation's Certificate of Incorporation:

"Sixteenth: (a) The stockholder vote required to approve any 'Business Combination' (as that term is defined in section (b) of this Article Sixteenth) shall be only such affirmative vote as is required by law or required by any other provision of this Certificate of Incorporation (including the provisions of Article Fifteenth hereof), so long as the conditions specified in either of the following paragraphs 1. or 2. are met:

1. the Business Combination shall have been approved by a majority of the 'Disinterested Directors' (as defined in section (b)), it being understood that this condition shall not be capable of satisfaction unless there is at least one Disinterested Director; or

2. the aggregate amount of the cash and fair market value of consideration other than cash to be received per share by holders of Common Stock in such Business Combination shall be in the same form and of the same kind as the consideration paid by the 'Interested Stockholder' (as defined in section (b)) in acquiring the initial 33⅓% of the Common Stock owned by it and shall be at least equal to the highest of the following:

(A) the highest per share price (including any brokerage commissions, transfer taxes and soliciting dealers' fees) paid by such Interested Stockholder for any shares of Common Stock acquired by it within the two-year period prior to the Business Combination;

(B) the per share value of the Common Stock as set forth in the latest (if any) written report or opinion of any independent third-party appraiser or valuation consultant concerning the Common Stock received by the Corporation, whether obtained with regards to the Corporation's Employee Stock Ownership Plan or otherwise; provided, that any such valuation shall not reflect any discount for minority interests or illiquidity due to restricted stock status; and

(C) In the event that the Common Stock of the Corporation is then listed or admitted to trading on any national securities exchange or quoted on the NASDAQ National Market or traded in the over-the-counter market during the fiscal quarter immediately preceding the announcement of such Business Combination, the average of the reported closing sale price of the Common Stock on such national securities exchange or the NASDAQ National Market, as the case may be, or, if traded in the over-the-counter market, the average of the high and low bid prices, in each case for the 15 consecutive trading days ending on the last trading day of the fiscal quarter immediately preceding the announcement of such Business Combination.

(b) For the purposes of this Article Sixteenth:

1. A 'person' shall mean any individual, firm, corporation or other entity.

2. The term 'Business Combination' shall mean any transaction which is referred to in any one or more of the following clauses (A) through (E):

(A) any merger or consolidation of the Corporation or any Subsidiary (as hereinafter defined) with or into (i) any Interested Stockholder (as hereinafter defined) or (ii) any other corporation or entity (whether or not itself an Interested Stockholder) which, before or after such merger or consolidation, would be an Affiliate (as hereinafter defined) of an Interested Stockholder, or

(B) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of related transactions) to or with any Interested Stockholder or any Affiliate of an Interested Stockholder of any assets of the Corporation or any Subsidiary having an aggregate fair market value of \$15 million or more, or

(C) the issuance or transfer by the Corporation or any Subsidiary (in one transaction or a series of related transactions) of any

securities of the Corporation or any Subsidiary to any Interested Stockholder or any Affiliate of any Interested Stockholder in exchange for cash, securities or other property (or a combination thereof) having an aggregate fair market value of \$15 million or more, or

(D) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation proposed by or on behalf of any Interested Stockholder or any Affiliate of any Interested Stockholder, or

(E) any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any of its Subsidiaries or any other transaction (whether or not with or into or otherwise involving an Interested Stockholder) which has the effect, directly or indirectly, of increasing the proportionate share of the outstanding shares of any class of equity or convertible securities of the Corporation or any Subsidiary which is directly or indirectly owned by any Interested Stockholder or any Affiliate of any Interested Stockholder.

3. 'Interested Stockholder' shall mean, in respect of any Business Combination, any person (other than the Corporation or any Subsidiary) who or which, as of the record date for the determination of stockholders entitled to notice of and to vote on such Business Combination, or immediately prior to the consummation of any such transaction:

(A) is the beneficial owner, directly or indirectly, of more than 33⅓% of the Voting Shares, or

(B) is an Affiliate of the Corporation and at any time within two years prior to the date in question was the beneficial owner, directly or indirectly, of more than 33⅓% of the then outstanding Voting Shares, or

(C) is an assignee of or has otherwise succeeded to any shares of capital stock of the Corporation which were at any time within two years prior to the date in question beneficially owned by any Interested Stockholder, if such assignment or succession shall have occurred in the course of a transaction or series of transactions not involving a public offering within the meaning of the Securities Act of 1933.

However, notwithstanding any provision to the contrary contained in this paragraph 3, (i) the CSI Control Systems International, Inc. Employee Stock Ownership Plan and the CSI Control Systems International, Inc. Employee Savings Plan shall not be deemed an Interested Stockholder or Interested

Stockholders for the purposes of this Article Sixteenth and (ii) no person shall become an Interested Stockholder solely as a result of any action or actions taken by the Corporation that benefits or affects all holders of Voting Shares pro rata based on their ownership of Voting Shares (and in such event, such person shall not be deemed to be an Interested Stockholder until such time as such person becomes the beneficial owner of any Voting Shares in addition to the Voting Shares of which it was the beneficial owner on the date such action was taken or the last of such actions were taken, by the Corporation).

4. A 'person' shall be the 'beneficial owner' of any Voting Shares:

(A) which such person or any of its Affiliates and Associates (as hereinafter defined) beneficially owns, directly or indirectly; or

(B) which such person or any of its Affiliates or Associates has (i) the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (ii) the right to vote pursuant to any agreement, arrangement or understanding; or

(C) which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purposes of acquiring, holding, voting or disposing of any shares of capital stock of the Corporation.

5. For the purposes of determining whether a person is an Interested Stockholder pursuant to paragraph 3 of this section (b), the number of Voting Shares deemed to be outstanding shall include shares deemed owned through the application of paragraph 4 above of this section (b) but shall not include any other Voting Shares which may be issuable pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise.

6. An 'Affiliate' of, or a person 'Affiliated' with, a specified person shall mean a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the person specified. As used herein, the term 'control' means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

7. The term 'Associate' used to indicate a relationship with any person shall mean (i) any corporation or organization (other than the Corporation or a Subsidiary) of which such person is an officer or partner or is, directly or indirectly, the beneficial owner of 10% or more of any class of equity securities, (ii) any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity, and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same home as such person or who is a director or officer of the Corporation or any of its parents or subsidiaries.

8. 'Subsidiary' shall mean any corporation or other entity of which a majority of any class of equity security is owned, directly or indirectly, by the Corporation; provided, however, that for the purposes of the definition of Interested Stockholder set forth in paragraph 3 of this section (b) the term 'Subsidiary' shall mean only a corporation of which a majority of each class of equity security is owned, directly or indirectly, by the Corporation. As used herein, the term 'equity security' shall include any stock or similar security, certificate of interest or participation in any profit-sharing agreement, preorganization certificate or subscription, transferable share, voting trust certificate or certificate of deposit for an equity security, limited partnership interest, interest in a joint venture, or certificate of interest in a business trust; or any security convertible, with or without consideration, into such a security, or carrying any warrant or right to subscribe to or purchase such a security; or any such warrant or right; or any put, call, straddle, or other option or privilege of buying such a security from or selling such a security to another without being bound to do so.

9. 'Disinterested Director' shall mean any member of the Board of Directors of the Corporation who is unaffiliated with the Interested Stockholder and was a member of the Board of Directors prior to the time that the Interested Stockholder became an Interested Stockholder, and any successor of a Disinterested Director who is unaffiliated with the Interested Stockholder and is recommended to succeed a Disinterested Director by a majority of Disinterested Directors then on the Board of Directors.

(c) In the event that the provisions of sections (a) and (b) of this Article Sixteenth are not applicable because the conditions set forth therein are not satisfied, then, in addition to any affirmative vote required by law or by the terms of this Certificate of Incorporation, the stockholder vote required to approve any Business Combination shall be the affirmative vote of the holders of at least 65% of the outstanding Voting Shares (as that term is defined in Article Fifteenth of this Certificate of Incorporation). Such 65% percentage affirmative vote shall be required notwithstanding the fact that no vote may be required, or that some lesser percentage may be specified, by law, by the

June 4, 2024, Reg. CC Mtg., Page # 243
Page 89

**CERTIFICATE OF MERGER
OF
CSI ACQUIROR CORP.
INTO
CSI CONTROL SYSTEMS INTERNATIONAL, INC.**

The undersigned corporation DOES HEREBY CERTIFY:

FIRST: That the names and states of incorporation of each of the constituent corporations to the merger are as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
<u>CSI Acquiror Corp.</u>	<u>Delaware</u>
<u>CSI Control Systems International, Inc.</u>	<u>Delaware</u>

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware

THIRD: The name of the surviving corporation of the merger is CSI Control Systems International, Inc., a Delaware corporation.

FOURTH: That the certificate of incorporation of CSI Control Systems International, Inc., a Delaware corporation, shall be the certificate of incorporation of the surviving corporation (hereinafter called the "Corporation")

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 09/21/2000
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**CERTIFICATE OF AMENDMENT OF CERTIFICATE OF
INCORPORATION**

OF

CSI CONTROL SYSTEMS INTERNATIONAL, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is

TAC Americas, Inc.

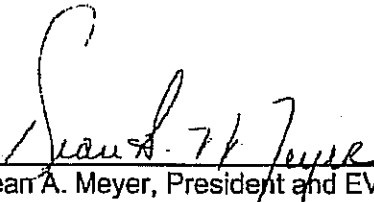
2. The certificate of incorporation of the corporation is hereby amended by striking out Article 1 thereof and substituting in lieu of said Article the following new article:

"The name of the Corporation is TAC Americas, Inc."

3. The amendment of the certificate of incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. The effective time of the amendment herein certified shall be January 1, 2001.

Signed on January 16, 2001



Dean A. Meyer, President and EVP
TAC Americas, Inc.

DE BC D-CERTIFICATE OF AMENDMENT-AFTER PAYMENT 01/98-1 (#10)

**CERTIFICATE OF AMENDMENT OF CERTIFICATE OF
INCORPORATION**

OF

TAC AMERICAS, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is

TAC Americas, Inc.

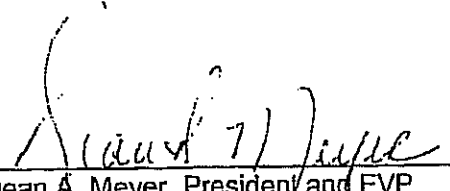
2. The certificate of incorporation of the corporation is hereby amended by striking out Article 4 thereof and substituting in lieu of said Article the following new article:

"The total number of shares of stock which the Corporation shall have authority to issue is 100 to be classified as common stock (the "Common Stock"), par value \$0.01 per share."

3. The amendment of the certificate of incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. The effective time of the amendment herein certified shall be
March 19, 2001.

Signed on March 19, 2001



Dean A. Meyer, President and EVP
TAC Americas, Inc.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:54 AM 04/11/2001
010181055 - 2177104

DE BC D-CERTIFICATE OF AMENDMENT-AFTER PAYMENT 01/98-2 (#10)

- b. For the categories of projects listed below identify the number of projects that your firm has **completed in last five (5) years**. For each project listed, provide a list of project names, contract amounts, completion dates and Owner contact information to substantiate the information provided in this section. NOTE: At least one project must satisfy the requirements listed in Part 1, Question 12. Proposer should note which project satisfies this requirement. Each project may only be used in one category for scoring purposes.

Schneider Electric has completed 272 projects in the past 5 years which is too many to include the information requested from the City of Lomita. Please see the Section 9. References for the detailed information requested. Of the 272 projects, 22 projects completed have solar. We are including Modesto City Schools as well as Moraga School District which both have solar.

5 Solar PV installation (3pts. Per project up to a maximum of 15 points)

PROJECT NAME	CONTRACT AMOUNT	COMPLETION DATE	OWNER CONTACT INFORMATION
Pleasant Ridge USD	\$1,898,746	6/4/2020	Gregg S. Motarjeme, Assistant Superintendent (916) 622-4852
Ojai USD	\$2,348,181	12/12/2023	Alan White, Bond Manager (805) 701-4231
Carlsbad USD	\$6,231,592	9/24/2020	Chad L. Conrad, Facilities Manager (858) 353-9211
Copper Mountain CC	\$1,185,519	10/31/2021	Meredith Plummer, Chief Business Officer (760) 366-3761 ext 5284
Los Banos USD	5,387,992	4/29/2024	Sherry Munday, Facilities & Special Projects Manager (209) 826-1936

3. Project List and References

Attach sheets showing the ***last*** ten (10) largest California public construction projects your firm has completed within the last five (5) years. Information must include the following: Name of Owner, Owner Contact and Phone Number, Project Name and Description, Original Contract Amount and Final Contract Amount. *Of the projects listed, the original contract amounts of the projects will be averaged and scored on the following basis:*

<u>10</u>	Average equal to or greater than \$7.5 million. (25 pts.)
<u>n/a</u>	Average equal to or greater than \$5 million (20 pts.)
<u>n/a</u>	Average equal to or greater than \$3 million (10 pts.)
<u>n/a</u>	Less than \$3 million. (Zero)

Please see the following reference sheets for the 10 largest California projects we have completed within the last five (5) years.

LA COUNTY SANITATION

VALENCIA, CA

CONTACT INFORMATION

Joseph Chang, Supervising Engineer
Water Reclamation Plants
28185 The Old Road
Valencia, CA 91355
Phone: 562-237-0442
Email: jchang@lacsd.org

PROJECT COST

\$34,892,541

ANNUAL PROJECT SAVINGS

\$1,068,789

23% savings in the aeration process
648 tons of CO2 annual GHG reduction

ROLE OF RESPONDER & METHOD OF M&V

Energy Services Company

PROJECT TERM & DATES

25 Year Term

Project Beginning and End Dates

2020-2045

Construction Dates

2020-2023



PROJECT DESCRIPTION

LA County Sanitation is a huge organization and serves 5.6M people in Los Angeles County. Due to an increasing backlog of projects, LACSD chose the ESCO delivery model as an expedited path to construction. Schneider Electric identified several energy conservation measures (ECMs) that not only resulted in energy savings, but also addressed needed improvements at the plant to replace equipment that was nearing the end of its useful life and improved reliability. Another aspect of this project was maximizing the treatment capacity of the plant within its existing footprint.

LACSD chose Schneider Electric as their first ESCO partner which was a huge departure from performing most projects with in-house resources.

SCOPE OF WORK

- Real Time Control (RTC) system
- Diffuser replacement and basin reconfiguration
- Blower replacement and construction of a new blower building
- Electrical switchgear replacement
- Upgrade tertiary filter DCS
- Tertiary filter backwash recovery piping replacement
- LED lighting upgrade

MOUNT DIABLO USD

CONCORD, CA

CONTACT INFORMATION

Melanie Koslow, Director of
Facilities, Maintenance and Ops
1936 Carlotta Drive
Concord, CA 94519
(925) 682-8000 ext. 3815
koslowm@mdusd.org



PROJECT COST; ANNUAL SAVINGS

Phase 1-3: \$50,387,770; Phase 4: TBD
District Size: 53 Buildings
Project SF: 4,300,000
Student Size: 29,545
Annual Lifecycle Savings:
Phase 2: \$37,100,000
Phase 3 and 4: TBD

SCOPE OF WORK

- Mechanical Commissioning (P1)
- Installation of New BAS (P1)
- CO2 Monitoring (P1)
- Upgrading Interior and Exterior Lighting to LED at all 53 Schools (P2)
- Dimming Lighting Controls (multi-scene) (P2)
- Ceiling Tile Replacement (P2)
- Energy Management Resource Program (P2)
- Expedited Mechanical Replacements (P3)
- Upgrade and Standardize District Controls District-wide (P3)
- New HVAC Systems Design and Installation (P4)

FUNDING SOURCES

- Measure J Bond Funds
- ESSER II & III Stimulus Dollars
- Utility LED Rebates
- 179D EPACT Tax Discount

PROJECT TERM & DATES

2022-2023

PROJECT DESCRIPTION

Mount Diablo Unified School District (MSUSD) approached us with a wide variety of facility and operational needs. The first need dealt with immediate air quality and HVAC support (Phase 1). Following the initial one building HVAC project, Mount Diablo Unified School District found themselves in a position where they wanted to make sweeping changes districtwide. With that, they were looking for a turnkey energy services provider that could manage a multitude of school sites and energy efficiency measures. For years, MSUSD had wanted to standardize their systems and equipment district-wide but had run into challenges in doing so.

During our collaborative IGA, we unpacked the district team's system desires (lighting standard, easily attainable, long warranties, etc.). Phase 1, standardized LED retrofits districtwide, including smart controls (multi-scene dimmer kits for classrooms), ceiling tile replacement, and an energy management support resource to help the district reduce energy consumption behaviorally/operationally. The lighting design included interaction and feedback from school staff and students through demos. Phase 2 includes HVAC replacements, BAS upgrades and standardization districtwide (tying in the LEDs from Phase 1). And phase 3 focuses on design and install of new HVAC.

Students worked collaboratively with our marketing team on designing the above logo. Presentations were held with town hall and bond committee.

MODESTO CITY SCHOOLS

MODESTO, CA



CONTACT INFORMATION

Contact Information:

Gilbert Rosas, Associate Superintendent

1300 Woodland Avenue

Modesto, CA 95351-2631

Phone: 209-207-2012

Email: rosas.g@monet.k12.ca.us

PROJECT COST

Phase 1: \$13,492,447

Phase 2: \$20,472,549

Phase 3: \$16,675,167

ANNUAL PROJECT SAVINGS

\$1,200,000

SCOPE OF WORK

- Solar carports
- Solar canopies
- Advanced EV Charging Infrastructure

FUNDING SOURCES

District Funds

Grants

PROJECT DATES

Construction Dates

Phase 1: 2022-2023

Phase 2: 2023-2024

Phase 3: 2024-2025

PROJECT DESCRIPTION

Modesto City Schools committed to finding innovative strategies to reduce environmental pollution while conserving energy and improving their overall learning environment. After receiving a grant from California's Hybrid and Zero-Emission Truck & Bus Voucher Incentive Program (HVIP) to purchase 30 electric school busses, they needed a partner to implement the necessary infrastructure.

Modesto selected Schneider Electric to install the EV fleet infrastructure, provide 800 kWp worth of solar canopies, and implement six Sustainable Outdoor Learning Environments to help forward the district's STEAM curriculum.

The overall Phase I project will save 1,898,642 kWh in energy consumption and remove 402 tons of carbon emissions. The impact is equivalent to removing 86 cars from the road or planting 16,080 trees. The bus fleet alone will save \$250,000+ in fuel costs and overall maintenance. Each bus can run up to 120 miles on a single charge.

"Our students will be among the first in the nation to be transported to school using clean energy vehicles, where they'll learn in a technologically advanced outdoor learning environment powered by the sun. We're thrilled to see our vision of a sustainable future come to fruition for the longevity and health of our community."

Tim Zearley, Associate Superintendent

Modesto City Schools was so pleased with Schneider Electric's performance, they chose to partner with them on two additional phases of work. Phase 1 and 2 included more solar PV carports and an expansion of their EV charging.

HUNTINGTON BEACH UHSD

HUNTINGTON BEACH, CA

CONTACT INFORMATION

Mr. Mark Hansberger, Director,
Maintenance, Operations & Transportation
5832 Bolsa Ave
Huntington Beach, CA 92649
Phone: 714-536-7521 Ext. 40410
Email: mhansberger@hbuhsd.edu

PROJECT COST

Phase I: \$7,187,538

Phase II: \$16,827,918

Phase III: \$11,965,945

ANNUAL PROJECT SAVINGS

Phase I: \$253,729

Phase II: \$653,712

Phase III: \$328,289

SCOPE OF WORK

- Replacing and refurbishing antiquated mechanical systems
 - Wall pack units
 - Roof top units
 - Air handlers
 - Cooling Towers
 - Chillers
 - Boilers
- Installing new building automation system

FUNDING SOURCES

ESSER Funds

District Funds

CalShape Ventilation Grant

CONSTRUCTION DATES

Phase I: 2022-2023

Phase II: 2023-2024

Phase III: 2023-2024



PROJECT DESCRIPTION

The Huntington Beach Union High School District has found it challenging to maintain the amount of mechanical and automation systems they have spread throughout their campuses. The salty ocean air coupled with more intense heat in recent years puts a lot of strain on these critical systems, causing more maintenance issues and a greater need to replace the equipment on a more regular basis. In addition to this, the District has had a slew of problems managing their disparate building automation systems, one of which essentially stopped working entirely, causing a major headache for school and operations staff.

When the District got their ESSER allocation, they knew they wanted to spend this one-time money on upgrades to their mechanical and controls systems to improve indoor air quality, reduce comfort complaints in the classroom and help take a big bite out of their deferred maintenance backlog. The District, like many others, saw this funding as a windfall to help solve some of their biggest facility issues.

HBUHSD released a RFQ and ultimately selected Schneider Electric as their partner to tackle this work. Schneider Electric immediately conducted site visits and built out a phased plan to get these mechanical and controls systems replaced or, in some cases, refurbished. Schneider Electric is helping the district replace all kinds of antiquated and problematic HVAC systems including air handlers, chillers, boilers, rooftop units, wall pack units, and multi-zone units. The District will also benefit from new, consistent controls to help them better automate these new mechanical systems.

In addition to implementing all of this new equipment over the next couple of years, Schneider Electric's team is also helping HBUHSD apply for grants and incentives on their behalf and assisting the District in communicating out the work they are doing to the parents, teachers and staff.

KINGS CANYON USD

REEDLEY, CA

CONTACT INFORMATION

Joe Arruda
Director of Facilities
1801 10th Street
Reedley, CA 93654
(559) 351-7561
arruda-j@kcusd.com



PROJECT COST

Phase 1: \$16,083,347

Phase 2: \$2,487,124

PROJECT SAVINGS

Phase 1: \$19.1MM in lifecycle savings and revenue generation

Phase 2: \$3.7M in lifecycle savings

SCOPE OF WORK

- District wide Exterior lighting
- District wide interior lighting
- HVAC replacements
- District wide automation system

ROLE OF RESPONDER

Energy Services Company

PROJECT TERM & DATES

20 Year Term

Project Beginning and End Dates

2022-2042

Construction Dates

Phase 1: 2021-2023

Phase 2: In construction; estimated completion 2024

PROJECT DESCRIPTION

Kings Canyon Unified School District awarded Schneider Electric their Healthy Buildings Project through Government Code 4217 to develop and implement a self-funding, budget neutral project, utilizing energy savings and capturing grants and rebates. The District chose to include all sites in the audit and planning. Through a series of impactful planning meetings, KCUSD provided Schneider Electric input to prioritize HVAC, lighting upgrades and Automation controls throughout the District.

A significant focus point to the District was designing a budget neutral project. With District wide lighting, KCUSD ended up with a budget positive project projected to save the District over \$19MM in lifecycle savings and revenue generation. Additional Schneider Electric was able to secure \$2.1MM in additional funds from grants.

Schneider is working alongside the District to secure additional funds and implement additional projects in phases as the funding becomes available.

CITY OF EL CENTRO

EL CENTRO, CA

CONTACT INFORMATION

Marcela Piedra
(Former) City Manager
mpiedra@rpcity.org
(707) 588-2243

PROJECT COST

\$16,381,583

ANNUAL PROJECT SAVINGS

\$45,599

SCOPE OF WORK

- Bar screen and wet well replacements
- Blower replacements
- Dissolved Oxygen Control implementation
- Generator replacements and conversion to natural gas
- SCADA installation
- Sewer Line Rehabilitation

ROLE OF RESPONDER

Energy Services Company

PROJECT TERM & DATES

15 Year Term

Project Beginning and End Dates

2020 - 2035

Construction Dates

July 2017 – December 2020

PROJECT DESCRIPTION

The City of El Centro had a vision to address many needed capital improvement projects (CIP) at the wastewater plant which had been identified but not built for several years. This was the City's first ESCO/design-build project delivery. Schneider Electric's ability to address many diverse plant and collection system needs, coupled with the speed in developing work, enabled the City to move into construction sooner than anticipated.

Throughout development and design, the wastewater operations team had input into design criteria for ease of maintenance, equipment preference, and potential subcontractors. The wastewater plant operators could also relate to Schneider Electric's team, some of whom are former plant operators, which meant they understood the maintenance, operations, and process impacts of project decisions.

To help reduce the burden from the wastewater enterprise fund, Schneider Electric applied for and is anticipating the announcement of a \$1.6 Million grant from the EPA which the City was eligible to receive due to the energy savings associated with the blower replacement project.

The benefits of this project include the ability to:

- Achieve long-term cost savings through reduced energy and operational use
- Leverage funding stream generated by savings coupled with grants and Wastewater Bond funding to complete needed CIP projects
- Communicate project wins with the community, region, and state via press releases and social media outlets
- Maximize El Centro's existing plant assets and ensure reliability of the collection system



BERKELEY USD

BERKELEY, CA

CONTACT INFORMATION

John Calise
Executive Director of Facilities
707 Russell Street
Berkeley, CA 94703
(707) 624-5003

PROJECT COST

\$552,000 – Natatorium / Prop 39
\$3,000,000 – Indoor Air Quality / AB 841
\$13.4M - ZNE Natatorium Project

ANNUAL PROJECT SAVINGS

Phase I: \$30,583
Phase III: \$126,869

SCOPE OF WORK

- HVAC Replacements
- Paddock Bench Exhaust Systems
- Rooftop / Canopy Solar Systems
- Battery Energy Storage System
- Sustainable Outdoor Learning Environment (SOLE)
- Indoor Air Quality Measures
- Zero Net Energy Certification by New Building Institute

ROLE OF RESPONDER

Energy Services Company
M&V Option B (Phase 3 Only)

PROJECT TERM & DATES

10 years

Project Beginning and End Dates

Phase I: 2019 - 2020

Phase II: 2021 - 2022

Phase III: 2023 - 2033



PROJECT DESCRIPTION

Berkeley USD and Schneider Electric began their partnership during Proposition 39. During a competitive RFQ/P Schneider Electric was selected to implement services for mechanical projects. The following was addressed at Berkeley HS Natatorium:

1. Replaced pool heater
2. Installed unique pool heater flue
3. Replaced pool pump
4. Installed VFD on pool pump
5. Configured backwash controller and pump/VFD to existing system
6. Provided training on operation and maintenance of equipment

Berkeley HS Natatorium has a history of poor air quality and water chemicals not being managed correctly. To address these problems, Schneider Electric is currently installing a Zero Net Energy Natatorium project to permanently resolve potential health and safety issues that can arise from not managing chlorine and chloramines properly. In addition to this project objective, Berkeley USD also wanted to offset the electrical load through the implementation of renewables and battery storage to qualify the building for ZNE. Lastly, through the partnership with Schneider Electric, the project team was able to obtain a local rebate incentive from PG&E related to the Battery Energy Storage system as well as align the Inflation Reduction Act Federal program funding to offset costs relative to the rooftop and canopy solar PV.

In the wake of COVID-19, Berkeley USD looked to Schneider Electric to recommend and implement measures necessary to reopen schools. Measures include Needlepoint Bipolar Ionization, HVAC unit supply fan cleaning, MERV 13 filter install, and Indoor Air Quality (IAQ) sensors. Sensors were installed in classrooms to monitor temperature, humidity, carbon dioxide, and volatile organic compound readings. An IAQ Command Center was placed in Facility Operations to provide visibility into sensor readings for monitoring and a high-level overview of each site's current operations.

CITY OF PALMDALE

PALMDALE, CA

CONTACT INFORMATION

Ben Lucha
Environmental Resources Manager
38300 Sierra Highway
Palmdale, CA 93550
Phone: 661-267-5308
Email: Blucha@cityofpalmdale.org

PROJECT COST

Phase 1: \$8.49M

Phase 2: \$6.17M

ANNUAL PROJECT SAVINGS

Phase 1: \$548,000

Phase 2: \$165,000

SCOPE OF WORK

Phase 1

- LED lighting (interior & exterior)
- HVAC upgrades
- Irrigation upgrades & controls

Phase 2

- LED lighting (interior & exterior)
- Sports LED lighting retrofits
- HVAC TAB Report

ROLE OF RESPONDER

Energy Services Company

PROJECT TERM & DATES

20 Year Term

Project Beginning and End Dates

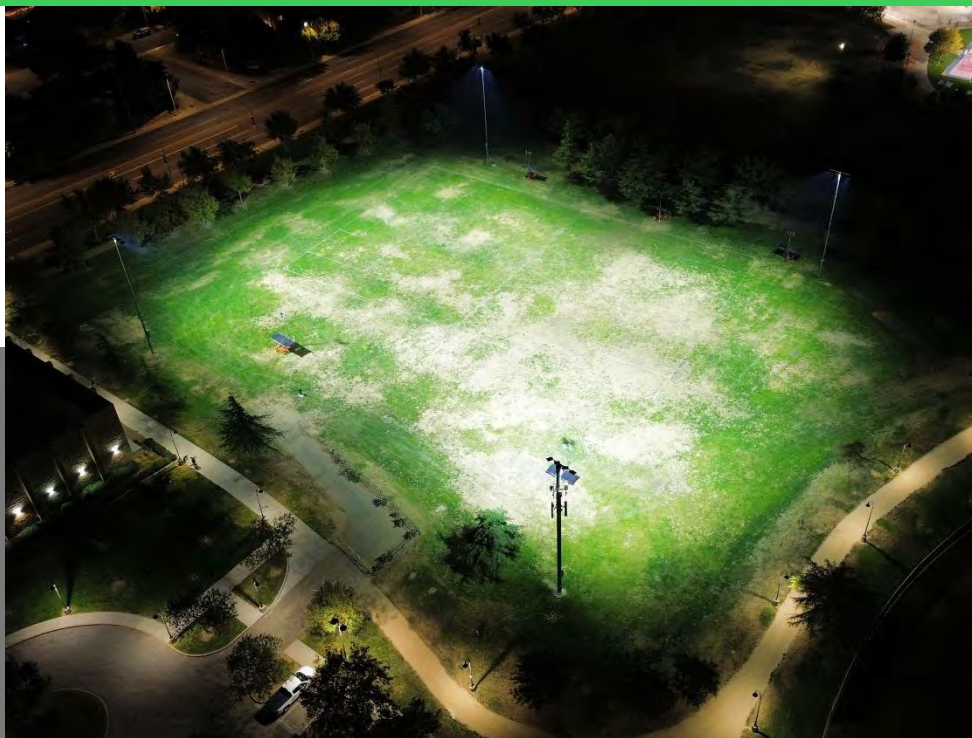
Phase 1: 2022 - 2042

Phase 2: 2023 - 2043

Construction Beginning and End Dates

Phase 1: October 2023 – 2024

Phase 2: February 2024 – July 2024



PROJECT DESCRIPTION

The City of Palmdale has embarked on a transformative journey with Schneider Electric to revitalize its aging infrastructure and enhance community facilities. This collaboration brought together various city departments, including Public Works, Maintenance, Energy/Utility, Finance, Parks and Recreation, and the City Manager's Office, to address critical needs and align with the city's strategic objectives.

Faced with 15+ year old mechanical units and a Building Automation System reliant on obsolete parts, Palmdale was at a crossroads. Key facilities like the Cultural Center, Developmental Services, the Library, and Oasis Rec Center were at risk of closure due to potential HVAC and control system failures. Moreover, the city's automated irrigation control platform required an urgent upgrade to continue efficient water management.

This comprehensive project promises significant benefits for Palmdale's residents, including enhanced safety and security through exterior LED lighting and improved indoor air quality from new HVAC systems. The community will also see a reduction in water usage from advanced irrigation measures, and the elimination of on-site chlorine storage, bolstering health and safety measures.

This project is not just an upgrade; it's a leap forward for the City of Palmdale, ensuring its facilities are sustainable, efficient, and ready to serve the community for years to come.

MORAGA SCHOOL DISTRICT

MORAGA, CA

CONTACT INFORMATION

Daniela Parasidis
Chief Business Official
Moraga School District
1540 School St
Moraga, CA 94556
Phone: (925) 377-4108
Email: dparasidis@moraga.k12.ca.us



PROJECT COST

\$6,994,996

ANNUAL PROJECT SAVINGS

\$171,882

SCOPE OF WORK

- Solar PV at 3 sites
- District-Wide HVAC upgrades
- Exterior LED lighting upgrades
- Smart Irrigation
- Indoor Plumbing upgrades

ROLE OF RESPONDER

Energy Services Company

PROJECT TERM & DATES

20 Year Term

Project Beginning and End Dates

2021 – 2041

Construction Dates

Dec 2020 – Dec 2021

PROJECT DESCRIPTION

Schneider Electric helped the District complete a major unfunded initiative (District-Wide HVAC replacement) by leveraging savings from other energy/water efficiency measures. These other measures included solar PV at three schools, exterior LED lighting retrofits, smart irrigation, interior plumbing upgrades and District-Wide telecom upgrades.

Additionally, Schneider Electric leveraged the “Enable” message to integrate Student Engagement and Marketing services into the program. The District/Board required the project to be approved in the most conservative financial setting. Through collaboration and coordination with the District, Schneider Electric was able to deliver a self-funding solution with net savings, in that scenario.

OJAI UNIFIED SCHOOL DISTRICT

Ojai, CA

CONTACT INFORMATION

Alan White – Bond Manager
414 East Ojai Ave
Ojai, CA 93023
Phone: 805-701-4231



PROJECT COST

Phase 1: \$2,348,181

Phase 2 (Microgrid): \$3,539,558

LIFECYCLE PROJECT SAVINGS

\$8,560,213

SCOPE OF WORK

- Solar carports & canopies
- EV charging infrastructure
- LED lighting (exterior)
- ADA compliance upgrades
- Battery Energy Storage System
- Microgrid

ROLE OF RESPONDER

Energy Services Company

FUNDING SOURCES

AB 841

PROJECT TERM & DATES

20 Year Term

Construction Dates

Phase 1:

May 2023 – December 2023

Phase 2:

2024-2025

PROJECT DESCRIPTION

Schneider Electric has partnered with Ojai Unified School District to transform the entire district through multiple environmental measures. After conducting a thorough analysis of the district's energy and utility usage, environmental conditions, and key goals, Schneider Electric developed a comprehensive suite of value engineering solutions that will not only improve building health, safety, comfort, and efficiency but also positively impact the students and local community.

Nearly every facility in the district was part of this project, including Nordhoff High School, Chaparral High School, Matilija Middle School, Mira Monte Elementary, Meiners Oak Elementary, Topa Topa Elementary, San Antonio Elementary, and Summit Elementary. For Nordhoff High School, energy consumption data revealed an increase from 548,000 kWh in the 2018/2019 school year to 601,000 kWh in 2019, with a slight decrease in 2020 due to COVID-19. With the addition of an aquatic center, new sports field lighting, and a sports complex, Schneider Electric conducted a preliminary energy study to optimize PV array sizing for anticipated load growth.

The entire district-wide project is expected to save over 500 tons of CO₂-equivalent per year and accumulate over \$8,500,000 in total financial savings. This initiative exemplifies Schneider Electric's commitment to helping educational institutions achieve their sustainability goals while enhancing their facilities for the betterment of the community.

4. OSHA Violations

- a. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful,” or “repeat” violations of its safety or health regulations in the last five (5) years: *(If answer is “Yes,” Proposer is automatically disqualified.)*

☐ Yes ☒ No

- b. Has the federal OSHA cited and assessed penalties against your firm in the last five (5) years: *(If answer is “Yes,” Proposer is automatically disqualified.)*

☐ Yes ☒ No

5. Labor Code and Apprenticeship Violations

- a. At the time of submitting this prequalification form, is your firm ineligible to bid on or be awarded a Public Works contract, or perform as a subcontractor on a Public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7? *(If answer is “Yes”, Proposer is automatically disqualified.)*

☐ Yes ☒ No

- b. Has there *been* any occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state or federal (Davis-Bacon) prevailing wage laws/requirements? *(5 points for either “No” or “Yes” indicating 1 such instances; 3 points for “Yes” indicating 2 such instances; 0 points for “Yes” and more than 2 such instances.)*

☐ Yes ☒ No

Number of Instances: 0

6. Claims History

- a. In the last ten (10) years, has your firm or any of its owners, officers or partners, ever been found liable in a civil suit, or convicted/found guilty in a criminal *action*: (a) involving the awarding of a contract of a government construction project, (b) involving the bidding or performance of a government contract, or (c) involving fraud, theft or any other act of dishonesty, including but not limited to the California False Claims Act, or Federal False Claims Act? *(If answer is “Yes”, Proposer is automatically disqualified.)*

☐ Yes ☒ No

- b. At any time in the last five years has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner? *(5 points for either “No” or “Yes” indicating 1 such instances; 3 points for “Yes” indicating 2 such instances; 0 points for “Yes” and more than 2 such instances.)*

☐ Yes ☒ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

- c. In the last five years has the Proposer, or any firm with which any of the Proposer's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of the Proposer held a similar position as in (1) on this form. (5 points for "No"; 0 points for "Yes".)

☐ Yes ☒ No

If "yes," explain on a separate signed page. State whether the Proposer involved was the Proposer applying for prequalification here or another firm. Identify by name of the company, the name of the person within the Proposer who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

- d. In the last five years has the Proposer been denied an award of a public works contract based on a finding by a public agency that the Proposer was not a responsible bidder?

☐ Yes ☒ No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency. (5 points for "No"; 0 points for "Yes".)

NOTE: The following two questions refer only to disputes between the Proposer and the owner of a project. The Proposer need not include information about disputes between the Proposer and a supplier, another Proposer, or subcontractor. Also, the Proposer may omit reference to all disputes about amounts of less than \$25,000.

- e. In the past five years has any claim against the Proposer concerning the Proposer's work on a construction project been filed in court or arbitration?

☒ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). If "yes", are there any current claims against the Proposer that should you lose the claim(s), would adversely affect the Proposer's financial position or the Proposer's ability to meet the Proposer's obligations if awarded the contract for this project? If so, please explain.

See the following pages for the explanation of the disclosures and the end of this section for the Officer signature and notary regarding the disclosures.

- f. In the past five years has the Proposer made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**? (5 points for either "No" or "Yes" indicating 1 such instances; 3 points for "Yes" indicating 2 such instances; 0 points for "Yes" and more than 2 such instances.)

☒ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution). If "yes", are there any current claims against a project owner that should the Proposer lose the claim(s), would adversely affect the Proposer's financial position or the Proposer's ability to meet the Proposer's obligations if awarded the contract for this project? If so, please explain.

See the following page for the explanation of the disclosures and the end of this section for the Officer signature and notary regarding the disclosures.

- g. At any time during the past five years, has any surety company made any payments on the Proposer's behalf, to satisfy any claims made against a performance or payment bond issued on the Proposer's behalf, in connection with a construction project, either public or private? (5 points for "No"; 0 points for "Yes".)

☐ Yes ☒ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

- h. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Proposer? (5 points for "No"; 0 points for "Yes".)

☐ Yes ☒ No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of each refusal.

Disclosures

Due to confidentiality obligations, Schneider Electric Buildings Americas, Inc. ("SEBA") may not be at liberty to comment on all claims and/or legal actions involving SEBA. Further, given the size of Schneider Electric and its global footprint, it is possible that the company has been involved in matters in other parts of the world of which we are not aware. However, as relates to SEBA and its performance on energy sustainability projects, the following are matters that SEBA wishes to disclose.

SEBA has addressed and continues to address these matters in a professional and ethical manner, and we can represent and warrant that there are no such legal actions that would impair our credentials or our ability to perform under the Resulting Agreement, if selected.

- United States Department of Agriculture
 - In May 2013, SEBA entered a Task Order with the USDA to construct energy conservation measures. The Project was installed, commissioned, and accepted by USDA in May 2016. USDA has realized the guaranteed savings in each year of performance to date. Despite SEBA's demonstrated commitment to the Project, USDA terminated the Task Order for default in July 2020 based on maintenance issues related to one ECM. USDA had refused attempts to resolve the matter, and in January 2021 SEBA filed a claim in the U.S. Court of Federal Claims alleging wrongful termination and seeking to have the termination reversed. The Judge recently granted Schneider's motion for Summary Judgement in part and converted the Termination for Default to a Termination for Convenience. The remaining issues are scheduled for trial in February 2023.
- City of Atlanta – Department of Watershed Management
 - In December 2017, the City of Atlanta and SEBA entered a Guaranteed Energy Savings Performance Contract (GESPC). SEBA's successful completion of this Project was contingent on the City repairing and replacing equipment and infrastructure. The City failed to perform its obligations in a timely manner and the delays caused SEBA to incur significant additional costs. After months of negotiation, the City sent a letter in December 2020 to terminate the GESPC. In February 2021, SEBA filed suit against the City alleging wrongful termination, seeking reversal of the termination for default. The parties have reached a Settlement Agreement, pursuant to which the City of Atlanta has agreed to convert the termination for default to a termination for convenience.
- City of Riverbank Arbitration
 - SEBA and the City of Riverbank entered a contract in 2013 wherein SEBA agreed to implement several Energy Conservation Measures at the City's wastewater treatment facility. In 2022, the City alleged that SEBA breached this contract because the new Biolac System SEBA installed at the City's facility failed to consistently meet the City's wastewater discharge permit. SEBA maintains that the City's claim is unfounded as the fully integrated Energy Services Contract entered into between the parties places no Permit requirements on SEBA. The goal of the new Biolac system was to reduce energy consumption and generate energy savings. Any harm that resulted from the purported lack of permit compliance is the City's responsibility, and not SEBA's. The Contract clearly allocates responsibility for amending the Permit to the City. This arbitration proceeding is scheduled to occur in the Summer of 2023.
- City of Memphis
 - In 2021, SEBA bid on and was awarded a lighting project with the City of Memphis, TN. The City of Memphis Request for Proposal (RFP) required that bidders disclose any past or ongoing litigation within the State of Tennessee. SEBA does not have any past or ongoing litigation in Tennessee and answered accordingly. Shortly after award of the project, the City of Memphis learned of the settlement between SEBA and the US DOJ (noted below), and based on SEBA's failure to disclose this information the City revoked the award and suspended SEBA from

performing work with the City of Memphis for one year. SEBA appealed this decision and the parties entered into a settlement agreement wherein the City of Memphis revoked its suspension of SEBA.

- U.S. Department of Justice

Please note that this matter does not involve litigation or arbitration; however, in the interest of full disclosure, SEBA feels that it is important to include:

- In 2016, SEBA terminated Bhaskar Patel ("Patel"), a former employee on SEBA's Federal ESPC project team, upon learning that Patel had engaged in unlawful subcontracting activities for personal gain. Patel's actions, which were those of a rogue employee and were in direct violation of SEBA's code of conduct, led to an investigation by the U.S. Department of Justice (the "DOJ"), which further identified that certain design costs had not been properly allocated in compliance with the Federal Acquisition Regulations. In December 2020, although no legal actions were brought against SEBA, SEBA entered into a settlement with the DOJ to resolve any potential liability related to these matters. In addition, since learning of these issues, SEBA has added new compliance safeguards, including a multi-layered approach to contract management. SEBA remains in good standing as a Federal vendor and has been awarded an additional \$624 million in Federal contracts since the DOJ's investigation began in 2016.

7. Surety Company Information

- a. At any time during the past ten (10) years, has any surety company made any payments on your firm's behalf as a result of a default or to satisfy any claims made against a payment bond issued on your firm's behalf? (5 points for "No"; 3 points for "Yes" indicating no more than 1 such claim; 0 points for 2 or more claims.

☐ Yes ☒ No Indicate Number of Claims: n/a

If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so. (5 points if the rate is no more than 1.0 percent; 3 points if the rate was no higher than 1.10 percent; 0 points for any other answer.) _____%

- b. During the last five (5) years, has your firm ever been denied bond credit by a surety company or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? ("No" = 5 points; "Yes" = 0 points.)

☐ Yes ☒ No

8. Insurance/Worker's Compensation Experience Modification Rate

- a. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? (5 points for "No", 3 points for "Yes" indicating 2 such instances; 0 points for "Yes" or if more than 2 such instances.)

☐ Yes ☒ No Number of instances: n/a

- b. What is your firm's current worker's compensation experience modification rate? (*Less than 1.00 - 5 pts.; 1.01 < or = 1.25 - 2 pts.; If > 1.25 Proposer is automatically disqualified.*) **Please provide evidence from your insurance carrier of this modification rate.**

Our current EMR for 2023 is .61. Please see the following EMR Letter.



Thom Nosek
Senior Vice President

Marsh USA Inc.
99 High Street
Boston, MA 02110-2320
+1 617 385 0345
Thom.Nosek@marsh.com
www.marsh.com

January 09, 2024

Subject: *Schneider Electric Holdings, Inc.*
Schneider Electric Buildings Americas, Inc.
Schneider Electric USA, Inc.
Schneider Electric IT Corporation
Schneider Electric IT Mission Critical Services, Inc.
Summit Energy Services, Inc.
Schneider Electric Smart Grid Solutions, LLC
Schneider Electric Systems USA, Inc.
ASCO Power Technologies, L.P.
ASCO Power Services, Inc.

To Whom It May Concern:

The following is a recap of the Interstate Experience Modification Ratings for Schneider Electric Holdings, Inc. and its subsidiaries listed above for the past 5 years:

WORKERS' COMPENSATION EXPERIENCE MODIFIER	
Risk Name:	Schneider Electric Holdings, Inc.
Risk Identification Number (Bureau File Number):	910269348
Bureau Rating Agency:	NCCI
State:	Interstate
Rating Effective Date:	1/1/2024
Experience Modification Factor:	.61
Rating Effective Date:	1/1/2023
Experience Modification Factor:	.70
Rating Effective Date:	1/1/2022
Experience Modification Factor:	.73
Rating Effective Date:	1/1/2021
Experience Modification Factor:	.78
Rating Effective Date:	1/1/2020
Experience Modification Factor:	.93

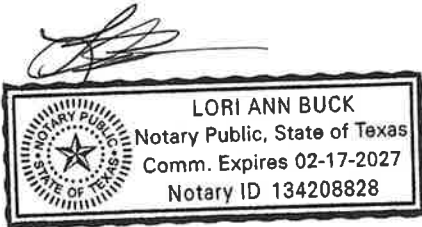
The National Council on Compensation Insurance is responsible for the calculation of these experience modifications, which are subject to change.


CERTIFICATION UNDER PENALTY OF PERJURY

I, the undersigned, certify and declare that I know the contents of all documents submitted pursuant to the Prequalification Documents, have read all the foregoing answers to the Prequalification Questionnaire included in the Prequalification Documents and any attached sheets and know their contents. The matters contained in, or submitted pursuant to the Prequalification Documents, all documents submitted herewith, and all Prequalification Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

May 8, 2024

Date:




Signature
Natalie Costello

Print Name

Vice President & Assistant Secretary

Title

(Must be Signed by an Owner, Partner, or Corporate Officer Authorized to Sign on behalf of the Corporation, which Signature Must be Notarized.)



Other Necessary & Essential Prequal Requirements

OTHER NECESSARY AND ESSENTIAL PREQUALIFICATION REQUIREMENTS

Please find the additional required information for this response:

1. A Memorandum of Insurance
2. A Surety Letter from MARSH

MEMORANDUM OF INSURANCE					DATE 28-Dec-2023	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=null. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA LLC ("Marsh")			COMPANIES AFFORDING COVERAGE Co. A AIU Insurance Company Co. B National Union Fire Insurance Co of Pittsburgh, PA Co. C HDI Global Insurance Company Co. D Co. E Co. F			
INSURED Schneider Electric Holdings, Inc. (See below for Additional Named Insureds) 1111 Pasquinelli Drive Suite 100, Westmont Illinois 60559 United States						
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
B	GENERAL LIABILITY Commercial General Liability Occurrence	6862538	01-Jan-2024	01-Jan-2025	GENERAL AGGREGATE	\$5,000,000
					PRODUCTS - COMP/OP AGG	\$5,000,000
					PERSONAL AND ADV INJURY	\$5,000,000
					EACH OCCURRENCE	\$5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$5,000,000
					MED EXP (ANY ONE PERSON)	\$5,000
A	AUTOMOBILE LIABILITY	6631154 (MA)	01-Jan-2024	01-Jan-2025	COMBINED SINGLE LIMIT	\$5,000,000
B	Any Auto	6631153(AOS)	01-Jan-2024	01-Jan-2025	BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	CUD11986-12	01-Jan-2024	01-Jan-2025	EACH OCCURENCE	\$5,000,000
					AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY	WC080880672 (CA)	01-Jan-2024	01-Jan-2025	WORKERS COMP LIMITS	Statutory
A	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC080880673 (AOS)	01-Jan-2024	01-Jan-2025	EL EACH ACCIDENT	\$5,000,000
		WC080880674 (WI)			EL DISEASE - POLICY LIMIT	\$5,000,000
					EL DISEASE - EACH EMPLOYEE	\$5,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.					

MEMORANDUM OF INSURANCE		DATE 28-Dec-2023
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=null. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA LLC ("Marsh")	INSURED Schneider Electric Holdings, Inc. (See below for Additional Named Insureds) 1111 Pasquinelli Drive Suite 100, Westmont Illinois 60559 United States	
ADDITIONAL INFORMATION Waiver of subrogation is applicable on the General Liability, Auto Liability and Workers Compensation policies pursuant to policy terms and conditions. Deductible Amounts by line of coverage: General Liability- \$5,000,000 Automobile Liability- \$3,000,000 Workers Compensation- \$2,000,000 <hr/> Professional Liability 1/1/2024-1/1/2025 Claims Made Limit: \$10,000,000 SIR:\$5,000,000 Policy #: 01-915-85-21 Insurance Carrier: Lexington Insurance Company For the Professional Liability Program, any Entity which a company is required by contract to add as An Insured under this SPL Coverage Section but only for the Wrongful Acts of a company. <hr/> The following are Additional Named Insureds for the General Liability, Workers Compensation, Ohio Excess Workers Compensation, Automobile Liability/Physical Damage & Umbrella Liability Policies: Schneider Electric USA, Inc. Schneider Electric Engineering Services, LLC Veris Industries, LLC Schneider Electric IT Corporation Schneider Electric Buildings Americas, Inc. Schneider Electric Buildings Critical Systems, Inc. Schneider Electric Solar Inverters USA, Inc. Schneider Electric Power Services, Inc. Summit Energy Services, Inc. Schneider Electric IT Mission Critical Services, Inc. Schneider Electric Smart Grid Solutions, LLC Schneider Electric Systems USA, Inc.		

ASCO Power Services, Inc.
 ASCO Power Technologies, L.P.
 Schneider Electric Advisory Services, Inc.
 Schneider Electric Digital, Inc.
 Schneider Electric Foundries LLC
 Schneider Electric Energy Management Software, Inc.
 Operation Technology, Inc. (DBA ETAP) (Excluding Workers Compensation)
 ETAP Automation, Inc. (Excluding Workers Compensation)
 IGE+XAO USA, Inc.
 ProLeit Corp.
 Automatic Control Engineering Corporation
 BIM-Electrical Corp.

ADDITIONAL WORKERS COMPENSATION COVERAGE:

1/1/2024-1/1/2025

Policy #:WC080880673

Insurance Carrier: AIU Insurance Company

Applicable States:

AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WY

OHIO ONLY EXCESS WORKERS COMPENSATION COVERAGE:

1/1/2024-1/1/2025

Policy #: XWC3332271

Insurance Carrier: National Union Fire Insurance Co. of Pittsburgh, PA

LIMITS :

Each Accident: \$3,000,000

Disease-Policy Limit:\$3,000,000

Disease -Each Employee \$3,000,000

Self Insured Retention \$2,000,000

Manuscript Endorsement

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE:

Any person or organization for whom you are contractually bound to provide additional insured status but only to the extent of such person or organization liability arising out of the use of a covered "auto".

SECTION I - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

***COMMERCIAL GENERAL LIABILITY COVERAGE INCLUDES:**

Commercial General Liability Form
 Premises/Operations
 Products/Completed Operations
 Contractual Liability
 Independent Contractors
 Broad Form Property Damage
 Personal Injury
 Damage to Rented Premises
 Cross Liability
 Employers Liability
 Severability of Interests

Blended Pollution Endorsement 74437 (1/09) is included in the General Liability policy referenced above.

XCU Exclusion is not included in the General Liability policy referenced above.

Manuscript Endorsement

AMENDMENT OF LIMITS OF INSURANCE (PER PROJECT OR PER LOCATION AGGREGATE LIMIT)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Per Project General Aggregate Limit is \$5,000,000 when required by written contract.

CG 20 11 12 19

ADDITIONAL INSURED MANAGERS OR LESSORS OF PREMISES.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

1. Designation of Premises (Part Leased to You): That part of any premises leased to you.
2. Name of Person or Organization (Additional Insured): Any person or organization as required by written contract with you but only to the extent of that written contract with you.
3. Additional Premium: Included

SECTION II WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 33 12 19

ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or

agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 15 12 19

ADDITIONAL INSURED VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

- 1) Name Of Additional Insured Person(s) Or
- 2) Organization(s) (Vendor) Your Products
- 3) All Vendors who sell or distribute your products.
- 4) All Products.

A. Section II Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization that you have acquired such products from, or any ingredient, part or container, entering into, accompanying or containing such products.

CG 20 10 12 19

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization whom you become contractually obligated to include as an additional insured as a result of any contract or agreement you have entered into.

A. Section II- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work on the project (other than the service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 37 12 19

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization whom you become contractually obligated to include as an additional insured as a result of any contract or agreement you have entered into.

Section II- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Pursuant to applicable written contract or agreement you enter into.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (SECTION IV-- CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above

because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Form 74434 (10/99)

ADDITIONAL INSURED - PRIMARY INSURANCE (and NON-CONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.



151 N Franklin Street, Chicago, IL 60606

March 7, 2024

Re: Schneider Electric Buildings Americas, Inc.
Surety Prequalification 2024

To Whom It May Concern:

Western Surety Company, a corporation under the laws of the State of South Dakota, with an office and place of business at 151 N Franklin Street, Chicago, IL 60606 is rated A (Excellent) by A.M. Best with a financial size category of XIV and represents Schneider Electric Buildings Americas, Inc. for their surety bonding needs.

At the present time, Schneider Electric Buildings Americas, Inc. is in a position to consider single projects up to \$50,000,000 within an aggregate limit of \$400,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Schneider Electric Buildings Americas, Inc. At the request of Schneider Electric Buildings Americas, Inc., Western Surety Company will give favorable consideration to providing the required performance, payment and/or maintenance bonds.

Please note that the decision to issue performance, payment and/or maintenance bonds is a matter between Schneider Electric Buildings Americas, Inc. and Western Surety Company, and will be subject to our standard underwriting at the time of the final bond request, which includes but not limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to Schneider Electric Buildings Americas, Inc., third parties or to you if for any reason we do not execute said bonds.

Sincerely,

Jessica Iannotta, Attorney-in-Fact
Western Surety Company



For All the Commitments You Make®

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Jessica Iannotta

, Individually

of Morristown, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: N/A

Principal: Schneider Electric Buildings Americas, Inc.

Obligee: _____

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-2-2021

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds	\$ 1,963,735,416
Stocks	16,356,743
Cash, cash equivalents, and short-term investments	842,484
Receivables for securities	50,000
Investment income due and accrued	18,288,449
Premiums and considerations	58,660,094
Amounts recoverable from reinsurers	31,089,427
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	16,569,622
Receivable from parent, subsidiaries, and affiliates	-
Other assets	1,385
Total Assets	<u>\$ 2,105,593,621</u>

LIABILITIES AND SURPLUS

Losses	\$ 191,034,021
Loss adjustment expense	52,287,429
Commissions payable, contingent commissions and other similar charges	12,200,032
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	3,809,360
Federal and foreign income taxes payable	6,216,918
Unearned premiums	288,685,277
Advance premiums	7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)	6,756,776
Amounts withheld or retained by company for account of others	9,359,697
Provision for reinsurance	280,055
Payable to parent, subsidiaries and affiliates	10,262,438
Payable on security transactions	-
Other liabilities	149,612
Total Liabilities	<u>\$ 589,010,150</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,225,687,276
Surplus as regards policyholders	<u>\$ 1,516,583,471</u>
Total Liabilities and Capital	<u>\$ 2,105,593,621</u>

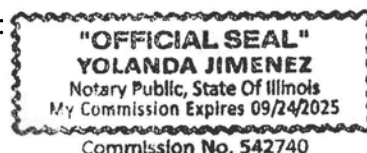
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez
Notary Public

Addendum #1



ADDENDUM #1

Please see the following pages for a signed copy of Addendum No. 1 from May 2, 2024.

CITY COUNCIL

BILL UPHOFF
MARK A. WARONEK
JAMES GAZELEY
CINDY SEGAWA
BARRY WAITE



ADMINISTRATION

CITY MANAGER
ANDREW VIALPANDO

CITY OF LOMITA

DEPARTMENT OF PUBLIC WORKS

LOMITA CITY HALL HVAC UPGRADE

ADDENDUM No. 1

DATE: May 2, 2024

TO: ALL PROSPECTIVE PARTICIPANTS

SUBJECT: CLARIFICATIONS TO THE REQUEST FOR PROPOSAL

Please note the following changes and/or additions to the Request for Proposal (RFP) for the project indicated above. The proposer shall execute the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the proposal.

QUESTIONS

The following are the responses to the questions received from prospective proposers:

1. The RFP states that the selected firm is to provide a full-time inspector and Resident Engineer to provide project management for the duration of the project. Does the Resident Engineer have to be onsite through the entirety of the project or are they just a point of contact?
→ The Resident Engineer does not have to be stationed at City Hall the entire time but needs to be available as a point of contact when needed.
2. Does the City have a specific amount budgeted for this project? If so, what is the anticipated budget?
→ The City of Lomita has a **maximum** budget of 1,500,000 dollars.
3. Will the design need to go through Plan Check?
→ The Design will have to go through the review and approval process by Los Angeles County Division of Building and Safety.

4. Does the design need to maintain the same number of zones (15 to 20 zones) in other words, do we need to keep the same number of thermostats?
 - ➔ It is desired to have one thermostat in each room as opposed to the existing situation where there is on average one thermostat for every 2 to 3 rooms.
5. Does the new Design need to have the same system capacity of 50 tons, or do we need to run a full load calculation again for the whole building?
 - ➔ The City believes that 50-ton capacity is sufficient unless the selected firm advises otherwise. Nevertheless, the selected firm is still expected to run some calculations to present to the City what the expected output will be.
6. Does the City have a type of system already in mind picked for this project? Like VAV or Chilled water fan coils.... etc?
 - ➔ The City prefers a system that is more efficient than the Variable Air Volume (VAV). The City is open to consider alternatives such as a Variable Refrigerator Flow system.
7. With regards to the audited financial statements, would the City consider entering into mutual non-disclosure agreement for proposers to provide audited financial statements, or will the City be willing to work with proposers in some alternate manner to provide financial information that shows ability to perform?
 - ➔ Financial statements are required, however if proposers would like this information not to be disclosed due to trade secrets, then the proposers shall submit the following:
 - A second copy of the financial statement document with **redactions** in addition to an unredacted version. Only the redacted version would be subject to public record requests.
 - A cover letter explaining the basis for these redactions.In the event of an action brought for a public record request, the proposers shall indemnify the City for the documents with financial information withheld. All confidential financial documents should be labeled accordingly.
8. With regards to the Economic Performance Evaluation, please confirm that no pricing information is to be submitted at this time.
 - ➔ The proposals to be submitted will not include any pricing at this time. Pricing will be presented to the City only after a Letter of Intent is issued to the selected firm.
9. With regards to the RFP Questionnaire (page 67 of the PDF) "History of Your Firm" section, a note appears: "Note: at least one project must satisfy the requirements listed in Part 1, Question 12" – Cannot find where this references, please clarify.
 - ➔ The RFP Questionnaire has been revised as attached.

Please sign the attached acknowledgement of receipt of Addendum and enclose the original copy of the acknowledgement in your proposal. If you have any questions or concerns, please call me at (310) 304-4968.

Sincerely,



Frederic Aboujaoude, P.E.
Principal Engineer

ACKNOWLEDGEMENT OF ADDENDUM

LOMITA CITY HALL HVAC UPGRADE

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated May 2, 2024.



ATTEST:

Principal:

Schneider Electric Buildings Americas, Inc.

Address:

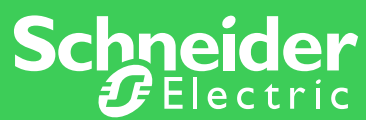
1660 Scenic Avenue, Costa Mesa, CA 92626

By:

Rachel Torgerson

Title:

Account Executive



1660 Scenic Avenue
Costa Mesa, CA 92626

Rachel Torgerson, Account Executive
916.868.8088
rachel.torgerson@se.com



Letter of Intent to Award
Design-Build of Lomita City Hall HVAC System Upgrade

INVESTMENT GRADE AUDIT AGREEMENT

This Investment Grade Audit Agreement ("Agreement"), dated as of June 4th, 2024 ("Effective Date"), is entered into by and between Schneider Electric Buildings Americas, Inc., a Delaware corporation with California State Contractor's License Number 708952 ("ESCO") and City of Lomita ("Customer").

WHEREAS, Customer wishes to engage ESCO to perform an investment grade audit of Customer's facilities in order to (i) identify energy conservation measures ("ECMs") that are available to and appropriate for such facilities, and (ii) determine the savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program (an "IGA"). If the results of the IGA are deemed satisfactory by the Customer (including a pro forma analysis showing that the anticipated cost to Customer to implement the identified ECMs will be less than the anticipated cost to Customer for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Customer in the absence of the identified ECMs), it is the intent of the Customer to work with ESCO to implement the scopes of work developed by ESCO, and to negotiate and execute an Energy Services Contract with ESCO.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer hereby agree to the following terms and conditions:

- Section A – General Terms and Conditions
- Section B – Audit
- Section C – Facilities

IN WITNESS WHEREOF, each of the parties has caused this Investment Grade Audit Agreement to be executed as of the Effective Date by its duly authorized representative below.

City of Lomita
California

Schneider Electric Buildings
Americas, Inc.
Contractor License No. 708952

By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____



Letter of Intent to Award Design-Build of Lomita City Hall HVAC System Upgrade

SECTION A: GENERAL TERMS AND CONDITIONS

1. Entire Agreement

This Agreement constitutes the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be amended or modified except by written instrument signed by a duly authorized representative of each party.

2. Investment Grade Audit

As described more fully in Section B, ESCO will conduct an IGA of certain Customer Facilities (defined below) in order to (i) identify ECMs that are available to and appropriate for such Facilities, and (ii) determine the savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program. Customer acknowledges that the IGA is not intended to serve as a comprehensive inspection of Customer's Facilities and that, to facilitate the IGA and to assist ESCO in identifying ECMs appropriate for Customer's Facilities, Customer is responsible for providing ESCO with all such access, knowledge and history as may be relevant to ESCO's analysis, including, without limitation, with respect to Customer's Facilities, systems, and equipment, as well as its accounting, maintenance, and operation practices.

3. IGA Report

Upon conclusion of the IGA, ESCO will provide Customer with a report describing the scope and results of such IGA (the "IGA Report"), including a pro forma analysis showing that the anticipated cost to Customer to implement the identified ECMs will be less than the anticipated cost to Customer for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Customer in the absence of the identified ECMs. If the IGA Report is deemed satisfactory by the Customer, it is the intent of the Customer to work with ESCO to implement the scopes of work developed by ESCO, and to negotiate an Energy Services Contract as provided in California Government Code §4217.10 *et seq.*

4. Government Code Section 1097.6.

In accordance with California Government Code §1097.6(c)(1), ESCO's duties and services under this Agreement shall not include preparing or assisting Customer with any portion of Customer's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with Customer. Customer shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. ESCO's participation in the planning, discussions, or drawing of project plans or specifications for any subsequent or additional contract shall be limited to conceptual, preliminary, or initial plans or specifications. ESCO shall cooperate with Customer to ensure that bidders (if Customer elects to utilize a bidding process) for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by ESCO pursuant to this Agreement.

5. Confidentiality

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.



Letter of Intent to Award Design-Build of Lomita City Hall HVAC System Upgrade

6. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facilities are located and the audits are being performed with an A.M. Best's rating of at least A- VII.

7. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the State of California, without regard to its choice of law provisions.

8. Ownership of Work Products

- **Ownership.** All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared for the City under this Agreement and that have been paid for in accordance with this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the ESCO or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within fourteen (14) calendar days following completion of the Project, or within thirty (30) days after receipt of payment for the IGA Exit Fee, ESCO shall provide to City copies of all Project Documents required by City. In addition, ESCO shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs.
- **Right to Use.** City has the right to use and reuse all or part of the Project Documents for their intended purposes, at City's sole discretion and with no additional compensation to ESCO. Except as expressly agreed in writing, City shall not be required to employ ESCO in connection with any future use of the Project Documents. However, notwithstanding anything to the contrary, the City acknowledges and agrees that the Project Documents are prepared with the expectation and intent that the Project is to be performed and completed by or on behalf ESCO; in the event the City terminates this Agreement the City acknowledges and agrees that the Project Documents are not intended to be, and shall not be, relied upon by the City or any third party in performing or completing any aspect of the Project. Any use or reuse by City of the Project Documents shall be at City's own risk. If City uses or reuses the Project Documents it shall remove the ESCO's seal from the Project Documents and indemnify, defend and hold harmless ESCO and its officers, directors, agents, affiliates and employees from claims arising out of the use or re-use of the Project Documents including reasonable expenses and attorney fees.
- **License.** This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents.
- **Intellectual Property Rights.** Nothing in this Agreement shall be deemed or construed to result in the City acquiring any interest or rights in any intellectual property owned, possessed or developed by ESCO or any third parties ("ESCO Intellectual Property"), including without limitation any ESCO Intellectual Property in or underlying the Project Documents. However, ESCO hereby grants the City a perpetual, paid-up, worldwide license to make use of ESCO Intellectual Property to the extent



Letter of Intent to Award
Design-Build of Lomita City Hall HVAC System Upgrade

that such ESCO Intellectual Property is necessary for the proper use, operation and/or maintenance of the Project Documents and/or any other products, services or deliverables provided by ESCO pursuant to this Agreement. ESCO shall indemnify, defend and hold harmless the City for any infringement of third-party intellectual property rights caused by ESCO or any of its Subcontractors in connection with this Agreement.

9. Due Authority of Signatories

Each party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of such party, and that neither the execution nor performance of this Agreement violates any law, rule, regulation, or legal duty applicable to such party. Each party further represents and warrants that the execution of this Agreement is within such party's legal powers, and that each individual executing this Agreement on behalf of such party is duly authorized to do so by all necessary and appropriate action and does so with full legal authority.

IN WITNESS WHEREOF, each of the Parties has caused this Investment Grade Audit Agreement to be executed as of the Effective Date by its duly authorized representative below.

**City of Lomita
California**

**Schneider Electric Buildings
Americas, Inc.
Contractor License No. 708952**

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Letter of Intent to Award Design-Build of Lomita City Hall HVAC System Upgrade

SECTION B: AUDIT

1. **ESCO agrees to provide Customer with the following:**

- A. An IGA of each of the facilities described under Section C (each, a "Facility"; collectively, the "Facilities"); and
- B. An IGA Report setting forth:
 - i. a list of the ECMs identified for each Facility;
 - ii. a description, based upon the information made available to ESCO during the IGA, of how the identified ECMs would interact with the existing equipment in the Facilities;
 - iii. a financial analysis calculating the impact the ECMs would have on annual cash flow;
 - iv. a utility analysis outlining the impact the ECMS would have on Customer's utility expenses;
 - v. a proposed scope of work to be performed by ESCO (the "Project"); and
 - vi. proposed pricing for ESCO's performance of the Project; such pricing will be honored by ESCO for sixty (60) days following delivery of ESCO's IGA Report to Customer.

2. **Customer agrees to provide ESCO with the following:**

- A. A list of any requirements and/or specifications that Customer expects to be included in and/or associated with the scope of work;
- B. Complete access to the Facilities (including remote network access as appropriate) and to information concerning the Facilities, including without limitation such Facility access and information as will enable ESCO to accurately perform an energy efficiency analysis, measure actual energy use, take equipment inventory, determine operating schedules, and identify known operational deficiencies;
- C. Access to key personnel to discuss operating requirements;
- D. Copies or loans of building plans and other such documents for the purpose of facilitating ESCO's understanding of the Facility characteristics and the current sequences of operation; and
- E. All other insight, knowledge and history as may be relevant to ESCO's analysis, particularly with respect to the operation, maintenance and energy efficiency of the Facilities, as well as disclosure of all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities or the systems, components and equipment therein.

3. **Payment:**

- A. Within ninety (90) days of receiving the IGA Report, Customer shall either (i) execute an Energy Services Contract with ESCO, or (ii) pay ESCO an exit fee in the amount of \$44,800 (the "IGA Exit Fee").
- B. If Customer does execute an Energy Services Contract with ESCO, the costs and expenses incurred by ESCO in the performance of this Agreement and in the development, design and/or engineering of the Project will be included in the "Project Price" to be paid by Customer under the Energy Services Contract.



Letter of Intent to Award
Design-Build of Lomita City Hall HVAC System Upgrade

SECTION C: FACILITIES

Lomita City Hall Building located at 24300 Narbonne Ave, Lomita CA 90717.



**Public Works Department
24300 Narbonne Avenue
Lomita, CA 90717
310/325-7110**

NOTICE OF EXEMPTION

Project Description:

Lomita City Hall HVAC Upgrade Project – Lomita City Hall, a two-story building, was constructed in 1973 and the Heating, Ventilation and Air Conditioning (HVAC) system has not been updated since. The existing HVAC system is a double deck system, consisting of a hot deck and a cold deck. This system uses a gas furnace as the source of energy to cover air conditioning needs for approximately 22,000 square feet of office space. The current HVAC system has reached the end of its useful life and is slated to be upgraded.

Upgrading the City's HVAC system would create lasting value for City facilities and will lead to long-term energy savings and efficiency in addition to minimizing the City's carbon footprint in the region.


This project consists of upgrading and replacing the existing HVAC system.

Finding:

The City Council of the City of Lomita has reviewed the above proposed project and finds it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Replacement or Reconstruction of existing structures and facilities, Exemption (CEQA Guidelines, Section 15302 Class 2)
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, Section 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, Section 15061(b)(3)]

Supporting Reasons In accordance with Section 15302 Replacement or Reconstruction, Class 2 consist of replacement of existing structure or facilities where the new facilities will be located on the same site as the old structure replaced and will have substantially the same purpose and capacity as the structure replaced. Per this California Environmental Quality Act (CEQA) Guidelines, the installation and use of the new underground pipe will be to supply water to the same customers, replacing old 1928 pipes and providing the same water capacity.

5/29/2024	
(Date)	
Carla Dillon, Director of Public Works	

RESOLUTION NO. 2024-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A
LETTER OF INTENT TO AWARD THE DESIGN-BUILD CONTRACT FOR
THE LOMITA CITY HALL HVAC UPGRADE PROJECT**

Section 1 Recitals:

- A. The American Rescue Plan Act (2021) allocated funding for the City of Lomita. The use of this funding is contingent upon City Council awarding this project by the end of this calendar year. Funding from this grant will be used for the Design-Build of the upgrade to Lomita City Hall's Heating, Ventilation and Air Conditioning (HVAC) system.
- B. The City will enter into a Letter of Intent with Schneider Electric Buildings Americas, Inc. to execute this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lomita hereby:

Section 1. Authorizes the City Manager to execute a Letter of Intent to Award Schneider Electric Buildings Americas, Inc. the Design-Build Contract for the Lomita City Hall HVAC Upgrade Project.

Section 2. City Council finds this project is not subject to CEQA pursuant to CEQA Guidelines, Section 15302 Replacement or Reconstruction of existing structures and facilities. This project consists of upgrading and replacing the existing HVAC system.

Section 3. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED, this 4th day of June 2024.

William Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7i**

FROM: Andrew Vialpando, City Manager

REVIEWED BY: Carla Dillon, P.E., Public Works Director

PREPARED BY: Frederic Aboujaoude, P.E., Principal Engineer

MEETING DATE: June 4, 2024

SUBJECT: Agreement with Rainbow Engineering Associates Inc. for Public Works Project Management Support

RECOMMENDATION

Approve agreement with Rainbow Engineering Associates Inc. for Public Works project management support and authorize the City Manager to execute the Amendment.

BACKGROUND

The Public Works Department is currently working on projects in the City's five-year Capital Improvement Program. The number of projects far exceeds the workload in past years, with 16 active projects in Fiscal Year 24-25 and additional projects for the following fiscal year. The City's Engineering Division is understaffed and is in need of support from engineering consultants to continue project management of the capital projects. It is essential that the City continue to provide project management for the on-going projects.

The City has been contracting with Project Partners, Inc. for the past three years for professional engineering services. Agreement No 2023-37 is the most recent contract amendment that was executed with Project Partners on August 15, 2023, and expires June 30, 2024. Most recently, Project Partners, Inc. has assigned their employee Sam Sampat to the City at a rate of \$120/hour. Project Partners recently submitted a proposal to increase their rate to \$137/hour.

Mr. Sampat's engineering work has been outstanding, and Mr. Sampat, a Professional Engineer (PE), has submitted a proposal to the City to provide the same professional engineering services with a billing rate of \$90/hour as part of Rainbow Engineering Associates, Inc.

Given Mr. Sampat's quality of work and experience, coupled with the proposed hourly rate, staff recommends entering into a contract with Rainbow Engineering Associates for Public Works consulting services.

The recommended contract with Rainbow Engineering Associates Inc. would begin July 1, 2024, and run through June 30, 2025.

FISCAL IMPACT

Based on the proposed tasks, the contracted amount to complete the work would be \$86,400.00 for the term of the agreement, and has been budgeted in Account No.100-605-5345.

OPTIONS

1. Approve staff's recommendation.
2. Provide alternative direction.

ATTACHMENTS

1. Professional Services Agreement with Rainbow Engineering Associates, Inc.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



Frederic Aboujaoude, P.E.
Principal Engineer



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND RAINBOW ENGINEERING ASSOCIATES INC**

This AGREEMENT for PROFESSIONAL ENGINEERING SERVICES is entered into this 4th day of June 2024, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and RAINBOW ENGINEERING ASSOCIATES INC. ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out Various Professional Engineering Services.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$86,400.00 for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each

month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. **PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONTRACTOR's key person(s) assigned to perform work under this Agreement is Kiran Chatrabhuj /Sam Sampat. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2025, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary

job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore

comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of

said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
18. **AUDIT OF RECORDS.**
 - A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
 - B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.
20. **INSURANCE REQUIREMENTS.**
 - A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and

maintain, for the duration of the contract, the following insurance policies:

1. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 2. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general policy required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

21. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	<u>RAINBOW ENGINEERING</u> <u>ASSOCIATES</u> 19308 E. Groverdale St, Covina CA 91722 <u>ATTN: Sam Sampat</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION**. CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES**. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT**. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES**. The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile

or electronic signatures will be treated in all respects as having the same effect as an original signature.

33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
37. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a “contractor” for the purpose of the California Political Reform Act because CONTRACTOR’S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY’S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

Andrew Vialpando, City Manager

By:

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Rainbow Engineering Associates Inc.

Proposal

- **Scope of Work Requested:**

This proposal is in response to a request by the City of Lomita to provide professional engineering service support within the Department of Public Works to assist in various projects as a consultant.

- **Employee Name:** Sam Sampat, PE

- **Project List:**

- Zone G Street Reconstruction (various phases)
- Sidewalk repair program
- Appian Way Roof Replacement Project
- Stephenson Center renovation project
- Tom Rico and Railroad Museum Roof Replacement Project

- **Compensation:**

Standard Rate Schedule
CLASSIFICATION HOURLY BILLING RATE
Proposed Sr. Project Managers for the City of Lomita \$90



CITY OF LOMITA CITY COUNCIL REPORT

Item No. SCH 8a

TO: City Council

FROM: Andrew Vialpando, City Manager

PREPARED BY: Kathleen Horn Gregory, City Clerk

MEETING DATE: June 4, 2024

SUBJECT: Discussion and Consideration of Adopting Resolutions Calling for the November 5, 2024, General Municipal Election

RECOMMENDATION

Adopt Resolutions calling for the November 5, 2024, General Municipal Election and consolidation with the Statewide General Election.

BACKGROUND

In compliance with the State Election Code, the following Resolutions and procedures require City Council approval to conduct the Tuesday, November 5, 2024, General Municipal Election.

Resolution Calling for the Holding of a General Election

To hold an election for City Councilmembers, the City is required to officially adopt a Resolution "Calling and Giving Notice of the holding of a General Municipal Election for the election of certain officers."

Resolution Requesting Consolidation with Los Angeles County and Services of the Los Angeles County Registrar-Recorder/County Clerk's Office

This Resolution authorizes the City of Lomita to request approval for the consolidation of its election to the Los Angeles County Board of Supervisors and the Registrar-Recorder/County Clerk's Office to render services to the City relating to the conduct of the General Municipal Election.

Resolution Setting Regulations for Candidates for Elective Office

This Resolution establishes the regulations and guidelines for candidates running for elective office pertaining to candidate statements submitted to the voter at the election to be held on November 5, 2024.

Once the election process has been initiated with the adoption of these Resolutions, the next steps involve public noticing of the election and opening of the nomination period. The candidate filing period for the November 5, 2024, election will begin on Monday, July 15, 2024, and end on Friday, August 9, 2024, at 5:00 p.m. If any incumbent does not file by the filing date on August 9, 2024, the filing period will be extended five days to August 14, 2024.

During the nomination period, any registered voter residing in District 2 or District 4 who is not disqualified by the laws of the State of California from holding a civil office can request and file papers for candidacy.

Upon passage of these election Resolutions, the City Clerk will forward certified copies to the Los Angeles County Board of Supervisors and the County Registrar-Recorder/County Clerk to meet the filing deadline to properly schedule and initiate the City's Municipal General Election.

OPTIONS:

1. Move staff recommendation
2. Provide further direction

FISCAL IMPACT

The estimated cost for the consolidated General Municipal Election to be held on November 5, 2024, is \$100,000, though costs will vary depending on the number of agencies consolidating with the County. These costs have been included in the draft 2024-2026 biennial budget.

ATTACHMENTS:

1. Resolution Calling for the November 5, 2024, General Municipal Election
2. Resolution Requesting Consolidation and Services
3. Resolution Adopting Regulations for Candidates' Statements

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Kathleen Horn Gregory, MMC
City Clerk

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF TWO (2) MEMBERS OF THE CITY COUNCIL AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirement of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Lomita, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing two members of the City Council, one each from District 2 and District 4, for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the vote center locations and hours of operations, ballot drop box locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Los Angeles and in compliance with the Elections Code of the State of California;

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Los Angeles County Registrar-Recorder/County Clerk, the City Council, in accordance with Elections Code Section 15651(a), shall set a date, time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 9. The City Clerk is hereby directed to deliver a certified copy of this resolution with the Board of Supervisors of the County of Los Angeles and the Los Angeles County Registrar of Voters.

PASSED, APPROVED, AND ADOPTED this 4th day of June 2024.

Bill Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, a General Municipal Election has been called by the City of Lomita to be held on November 5, 2024, for the purpose of electing two members to the City Council, one each from District 2 and District 4, for the full term of four years; and,

WHEREAS, a Statewide General Election to be held in the County of Los Angeles has been or will be called to be held on November 5, 2024; and,

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places (vote centers) and election officers of the two elections be the same, and that the County election department of the County of Los Angeles canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 5, 2024, for the purpose of electing two members, one each from District 2 and District 4, to the City Council for the full term of four years.

SECTION 2. The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to authorize and permit the Registrar-Recorder/County Clerk of the County of Los Angeles to:

- a) Print and supply ballots for said City of Lomita General Municipal Election;
- b) Mail the City's sample ballots, voter information guides and candidate statements of qualifications to the electors of the City of Lomita as part of the same material that will be mailed to the voters of the Statewide General Election to be held in the County of Los Angeles;

- c) Perform such other services as may be required for the consolidation and conduct of said City of Lomita General Municipal Election with said Statewide General Election to be held in the County of Los Angeles.

SECTION 3. In accordance with Sections 10403, and 10418 of the California Elections Code, the Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to canvass the returns of said Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to Elections Code section 10418, the election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election.

SECTION 4. The City shall reimburse the County of Los Angeles in full for the services performed on behalf of the City upon the presentation of a bill by the County.

SECTION 5. The City Clerk is hereby directed to deliver a certified copy of this resolution to the Board of Supervisors of the County of Los Angeles and to transmit an electronic copy to the Board of Supervisors and the Registrar-Recorder/County Clerk of the County of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 4th day of June 2024.

Bill Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

RESOLUTION NO. 2024-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates' statements;

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

SECTION 1: GENERAL PROVISIONS. Pursuant to Sections 13307 and 13308 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Lomita on November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. In addition, the statement shall be limited to a recitation of the candidate's own personal background and qualifications and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities. Pursuant to Section 13307(c) the City of Lomita authorizes the preparation of candidate statements for elective office for the purpose of electronic distribution. Candidates will prepare statements for electronic distribution pursuant to Section 13307(a) of the Elections Code. A statement prepared pursuant to this subdivision shall be posted on the internet website of the County Elections Official. Pursuant to Section 13307.7(a) of the Elections Code, candidates shall provide payment of the requisite fee to cover the duties and procedures set forth in Sections 13307(b) and (d) of the Elections Code. Except as state above, the statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2: FOREIGN LANGUAGE POLICY.

- a. Pursuant to the Federal Voting Rights Act, the City is required to translate candidates' statements into the following languages: Cambodian/Khmer, Chinese, Korean, Spanish, Tagalog/Filipino, Vietnamese, and any other languages as required by law.

- b. Pursuant to State law, the City Clerk shall, at the timely request of the candidate, provide a Spanish translation and printing of the candidate's statement in the English version of the Voter Information Guide, at the expense of the candidate.
- c. The County will print and mail a separate translated Voter Information Guide, including the candidates' statements, for Los Angeles County-conducted elections in the area where the City is located to those voters who are in the county voter file as having requested a Voter Information Guide in Cambodian/Khmer, Chinese, Korean, Spanish, Tagalog/Filipino, and Vietnamese, or other languages as required by law. The County will make the Voter Information Guide, including the candidates' statements, in the City's required languages available on the County's website, at all polling locations, and in the Election Official's office.

SECTION 3: CANDIDATES' STATEMENTS AVAILABILITY. Pursuant to California Elections Code Section 13313, the City Clerk shall have all candidates' statements made available for public examination in the City Clerk's Office for a period of ten (10) calendar days immediately following the filing deadline for submission of those documents.

SECTION 4: PAYMENT.

- a. The candidate shall be required to pay for the cost of translating and printing the candidates' statement into English and Spanish, if requested by the candidate, in the English version of the Voter Information Guide.
- b. The candidate shall not be required to pay for the cost of translating and printing a separate translated Voter Information Guide, including the candidates' statements, in Cambodian/Khmer, Chinese, Korean, Spanish, Tagalog/Filipino, Vietnamese or other languages as required by law.
- c. The Registrar of Voters shall estimate the total cost of printing, handling, translating, and mailing the candidates statements filed pursuant to Section 13307 of the Elections Code, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended. The City requires each candidate filing a statement to pay in advance to the City his or her pro rata share as a condition of having his or her statement included in the Voter Information Guide. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bounded by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

SECTION 5: MISCELLANEOUS.

- a. All translations shall be provided by professionally certified translators as set forth in Elections Code section 13307(b).
- b. The statement of each candidate shall be printed in uniform type, style and spacing.
- c. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 6: ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the Voter Information Guide.

SECTION 7. That the City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

SECTION 8. All previous resolutions establishing Council policy on payment for candidates' statement are repealed.

SECTION 9. That this Resolution shall apply only to the General Municipal Election to be held on November 5, 2024.

SECTION 10. That the City Clerk shall certify the passage and adoption of this resolution and entre it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 4th of June 2024.

Bill Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. SCH 8b**

FROM: Andrew Vialpando, City Manager

PREPARED BY: Kathleen Horn Gregory, City Clerk

MEETING DATE: June 4, 2024

SUBJECT: Discussion and Consideration of Commissioner Appointments to the Parks and Recreation, Planning, and Public Safety and Traffic Commissions

RECOMMENDATION

Consider candidates to fill one seat (scheduled vacancies due to terms ending June 2024) each on the following commissions, with terms to end June 2028: Parks and Recreation Commission, Planning Commission, and Public Safety and Traffic Commission.

BACKGROUND

The city has established commissions which serve as advisory bodies to the City Council. These commissions facilitate public input and citizen participation in the determination of city policies. Councilmembers appoint eligible citizens to serve on these commissions.

Terms for the following commissioners are set to expire on June 1, 2024:

Parks and Recreation Commission

Terry Winn

Planning Commission

Brenda Stephens

Public Safety and Traffic Commission

John Carmody

A public notice of the pending vacancies was posted on the City's website and all public posting locations on April 16, 2024, and applications were accepted through May 29, 2024. New applicants were scheduled to be interviewed on June 4, 2024, and applicants that were previously interviewed were placed on the eligibility list for consideration.

Below is a list of the current applicants:

Parks and Recreation Commission:

Winn, Terry (**incumbent**)

De Leon Allred, Christina

Kivett, George

Kyle, Wade (also interested in Public Safety and Traffic Commission)

Planning Commission:

Stephens, Brenda (**incumbent**)

McGrath, Joe (also interested in Public Safety and Traffic Commission)

Public Safety and Traffic Commission:

Carmody, John (**incumbent**)

Kyle, Wade (also interested in Parks and Recreation Commission)

McGrath, Joe (also interested in Planning Commission)

Simmons, Lucas

OPTIONS

1. Make appointments.
2. Give staff alternative direction.

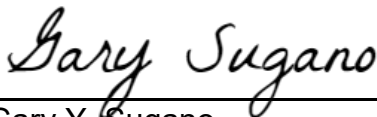
FISCAL IMPACT

None.

ATTACHMENTS

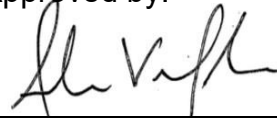
1. Applications

Reviewed by:



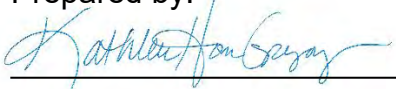
Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Kathleen Horn Gregory, MMC
City Clerk

Lomita
City Clerk's Office

Number in order of preference the Commissions you are interested in:

___ **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

___ **Planning Commission**

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.



Public Safety & Traffic Commission

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest EXPERIENCE

Experience or skills pertaining to area of interest _____

12 YEARS ON THE COMMISSION

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature



Date

5-15-2024



COMMISSION APPLICATION

Received

MAY 13 2024

Lomita
City Clerk's Office

Name Cristina De Leon Allred
Address [REDACTED]
Home Phone [REDACTED] Business Phone [REDACTED]
E-mail [REDACTED]

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 42 yrs Are you a registered voter? yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation speech therapist

Employer Torrance Unified School District

Have you previously served or are now serving on a city commission or board? No

If yes, please list your experience including years of service _____

Are you related to any elected or appointed city officials or employees? No

Educational Background Bishop Montgomery High School 1993

BA University of Redlands 1997

MS University of Redlands 1999

Hobbies Coed soccer/softball, youth coach for 25 years

Civic, service, and other organizational affiliations Volunteer coach at St. Margaret Mary School

Number in order of preference the Commissions you are interested in:

1 **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

 Planning Commission

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.

 Public Safety & Traffic Commission

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest _____

I am an advocate for city park programs because I believe they offer priceless opportunities and change lives.

Experience or skills pertaining to area of interest _____

I have been a volunteer youth coach at St. Margaret Mary for 25 years.

I am well versed in south bay sports programs and youth programs.

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature _____

Date _____

5/13/24



COMMISSION APPLICATION

Received

MAY 28 2024

Lomita
City Clerk's Office

Name George Kivett

Address

Home P

E-mail

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 40+ years Are you a registered voter? yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Licensed Real Estate Broker, [REDACTED] issued in 1980

Employer Kivett Realty

Have you previously served or are now serving on a city commission or board? yes

If yes, please list your experience including years of service I've served twice on the GPAC,

General Plan Advisory Committee. I'm a member of Lomita's CERT Team.

Two time Past President of the Lomita Chamber of Commerce

Are you related to any elected or appointed city officials or employees? No

Educational Background El Camino College Certificate of Competence in Real Estate
plus extensive course work in Accounting, Economics, Geology, Psychology & Art

Graduate of Control Data Institute: Computer Programing, Systems Analysis & Data Center Operations Management

Hobbies Hiking, gardening, dog training, reading. Strive for life long education.

Civic, service, and other organizational affiliations SBACC Board of Directors (18 years) & Past Chairman

X Parks and Recreation Commission

- ___ Planning Commission

- Public Safety & Traffic Commission

- Other Feel free to reference Letters of Recommendation which were sent with my GPAC application.

Reason for Interest _____

Experience or skills pertaining to area of interest _____

I will show up and be an active participant. I know all the Lomita streets & neighborhoods plus a huge number of our residents, local business owners & elected officials representing our region.

Signature George M. Kivett

Date May 24, 2024



COMMISSION APPLICATION

Received

MAY 21 2024

Lomita
City Clerk's Office

Name Wade Kyle

Address

Home Phone

Business Phone

E-mail

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 5 year Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Teacher

Employer Los Angeles Unified School District

Have you previously served or are now serving on a city commission or board? NO

If yes, please list your experience including years of service I have not, but I have attended several of the community planning workshops a couple of years ago. I enjoyed them and felt it was a great opportunity to be a part of the planning.

Are you related to any elected or appointed city officials or employees? NO

Educational Background Masters Degree in Education
Bachelors Degree in Communications and Fine Arts

Hobbies I enjoy Photography, Camping, Travel and Walking my dog

Civic, service, and other organizational affiliations Los Angeles County Democratic Party elected re

Number in order of preference the Commissions you are interested in:

1 **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

 Planning Commission

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.

2 **Public Safety & Traffic Commission**

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest _____

I love community use of public spaces. When we all get to use the parks, we tend to have stronger connections to our neighbors, making for a safer neighborhood.

Experience or skills pertaining to area of interest _____

I have taken many sports classess at various parks in Los Angeles

I have also taken Language classes and Drawing classes.

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature _____

Date 05/20/24



COMMISSION APPLICATION

Received

MAY 20 2024

Lomita
City Clerk's Office

Name Joseph J.L. McGrath (JOE)
Address [REDACTED]
Home Phone [REDACTED]
E-mail [REDACTED]

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 20 years Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Customer Support Manager

Employer Phyn LLC

Have you previously served or are now serving on a city commission or board? Yes

If yes, please list your experience including years of service Public Safety & Traffic
2008-2012 Served as Chair for 2 years
Never missed any meetings

Are you related to any elected or appointed city officials or employees? NO

Educational Background Some College USAF veteran

USAF Security Police Academy USAF Disaster Preparedness
School

Hobbies Travel, Reading, Current Events technology

Civic, service, and other organizational affiliations Since COVID my work responsibilities
have limited my participation but I have been actively engaged with City government
in past years

CITY HALL OFFICES • 24300 NARBONNE AVENUE, LOMITA • CALIFORNIA 90717
(310) 325-7110 • FAX (310) 325-4024 • www.lomita.com/cityhall

Number in order of preference the Commissions you are interested in:

 Parks and Recreation Commission

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

2 **Planning Commission**

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.

1 **Public Safety & Traffic Commission**

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest Strong interest and background with
Public Safety and Traffic, great interest in Planning
issues as a home owner and resident

Experience or skills pertaining to area of interest I have background with
Public safety issues, previously served as Commissioner
I am punctual, attentive to detail, familiarize myself with
issues and prepare for meetings, possess a strong interest
in our City and would serve with dedication.

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature _____

Date 17 MAY 24



COMMISSION APPLICATION

Received

MAY 06 2024

Lomita
City Clerk's Office

Name Lucas Simmons

Address

Home P

E-mail

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 15 years Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Web Developer

Employer Exchange Planning Corporation

Have you previously served or are now serving on a city commission or board? No

If yes, please list your experience including years of service

Are you related to any elected or appointed city officials or employees? No

Educational Background Bachelor of Arts, Political Science - UCSD

Hobbies Cycling, short and long walks with my family, piano

Civic, service, and other organizational affiliations

Number in order of preference the Commissions you are interested in:

___ **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

___ **Planning Commission**

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.

1 **Public Safety & Traffic Commission**

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest _____

My goal is to collaborate with city officials to create safer, more engaging public spaces for pedestrians and cyclists, fostering a vibrant, active community.

Experience or skills pertaining to area of interest _____

I am dedicated to enhancing safety and accessibility in our community, having my nomination confirmed recently by the SBCCOG for the Metro South Bay Service Council. I have actively contributed to traffic calming efforts in my neighborhood, successfully advocating for the installation of reflective panels and speed radar feedback signs to enhance safety.

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature **Lucas Simmons** Digitally signed by **Lucas Simmons** Date **05-04-2024**
Date: 2024.05.04
22:36:37 -07'00'



COMMISSION APPLICATION

Received

APR 29 2024

Lomita
City Clerk's Office

Name Brenda Stephens

Address

Home Ph

E-mail

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 50+ Are you a registered voter? yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Tupperware Direct Sales

Employer self-employed

Have you previously served or are now serving on a city commission or board? Yes

If yes, please list your experience including years of service I have been on the Planning Commission since 2021. During this time I have learned alot, helped update our housing plan, General Plan and helped with the zoning and re-defining areas to ensure our housing requirement set by the state are met

Are you related to any elected or appointed city officials or employees? No

Educational Background HS graduate with 1 yr college - I worked for LAUSD for 8 yrs and am a licensed real estate agent in good standing since 1991.

Hobbies

Civic, service, and other organizational affiliations

Number in order of preference the Commissions you are interested in:

 Parks and Recreation Commission

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

 X **Planning Commission**

- The Planning Commission works in conjunction with the planning department to ensure the growth of the city. It deals with zoning ordinances, tentative tract, parcel maps, site plans and various permits. The Commission meets on 2nd Monday of the month at 6:00pm.

 Public Safety & Traffic Commission

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest _____

my term is up in June of 2024 and I would like to remain on the commission as we

have a great group who work well together for the betterment of Lomita as well as just being appointed as Chair!

Experience or skills pertaining to area of interest _____

33 years real estate experience

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature



Date

4/26/24



COMMISSION APPLICATION

Received
MAY 28 2024
Lomita
City Clerk's Office

Name Terry Winn

Address [REDACTED]

Home Phone [REDACTED]

E-mail [REDACTED]

Requirements to serve on a commission:

- Must be a resident of the City of Lomita
- Must be a registered voter

Length of Residence in the City of Lomita 49 yrs Are you a registered voter? Yes
(Provide proof of residency: utility bill, rental agreement, or current driver's license)

Occupation Retired

Employer _____

Have you previously served or are now serving on a city commission or board? Yes

If yes, please list your experience including years of service Working on Parks and Recreation Commission For 2 years, Interacting in most projects.

Are you related to any elected or appointed city officials or employees? No

Educational Background A-A Degree From El Camino J. C.

Hobbies Gardening, Strength Training, Walking, Book Club, Water sports

Civic, service, and other organizational affiliations PTA at all school levels, Meals on Wheels, Child Protective Services Monitor

Number in order of preference the Commissions you are interested in:

☒ **Parks and Recreation Commission**

- The Parks & Recreation Commission serve as advisors to the City Council on matters regarding public recreation, aid in the development of recreational programs, and assist with plans for development and maintenance of park facilities. The Commission meets on 4th Tuesday of the month at 6:00 p.m.

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☐ **Public Safety & Traffic Commission**

- The Public Safety & Traffic Commission serve as advisors to the City Council on traffic issues (street parking, street sweeping, pedestrian safety, etc.) and public safety concerns (police and fire protection, emergency preparedness, and protects public health). The commission also recommends methods of dealing with gangs and sponsors programs in cooperation with local schools, the Sherriff's Department, and other agencies. The Commission meets on 3rd Wednesday of the month at 6:00 p.m.

Other _____

Reason for Interest Growing up at Lomita Park as a child, my children were involved with sports at the park, and now my grandchildren play sports here. Like to be involved

Experience or skills pertaining to area of interest Love of Children
To be able to get any child that wants to play at the park in the loop. Help expand park services, such as Pickle ball. Always a team or room mother and want to help the residents of Lomita

I hereby certify that this application is complete and true in all respects and understand that any falsification or omissions may be cause for disqualification. I further certify that I am a resident of and registered voter of the City of Lomita. I understand that any or all information on this form may be verified. I consent to the release of this information for public purposes.

Signature



Date

May 28, 2024



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No SCH 8c**

FROM: Andrew Vialpando City Manager

PREPARED BY: Emma Kelley, Parks & Recreation Director

MEETING DATE: June 4, 2024

SUBJECT: Discussion and Consideration of a Professional Services Agreement with James Event Productions, Inc. for Founder's Day 2024 Equipment Rental and Fiscal Year 2022-24 Budget Appropriation

RECOMMENDATION

Authorize the City Manager to execute an agreement with James Event Productions Inc. for the Founder's Day 2024 Equipment Rental in the amount of \$47,750; and appropriate an additional \$55,000 from the Fiscal Year 2024 General Fund Available Balance for the Founders Day Celebration event for a total amount of \$205,000.

BACKGROUND

At its meeting on December 19, 2023, the City Council approved the 60th anniversary celebratory events for 2024. The Founders Day Celebration event will kick off our yearlong celebration of community events. A Founders Day Celebration Ad-Hoc Committee was subsequently appointed by the City Council. The Ad-Hoc consists of community stakeholders and two City Councilmembers, Mayor Pro-Tem Waronek and Councilmember Segawa and have met nine times to steer the planning of the event.

Founders Day is a two-day event on June 29th and June 30th where the City closes Narbonne Ave from 241st to Lomita Blvd. For the duration of the event, carnival rides, game booths, live music, food trucks, and vendors will set up on the street to help celebrate our 60th Anniversary.

DISCUSSION

Following last year's 2023 Founders Day Celebration, a questionnaire was sent to Lomita residents requesting feedback and input on features they would like to see for future Founders Day events. Subsequently, staff presented the survey results to the City's Special Event Ad-Hoc Committee. The survey results indicated that 46% of residents

wanted to see more rides and attractions for the 60th Anniversary celebration. Based on these findings, the Ad-Hoc Committee advised staff to plan for more rides and attractions.

Among the many features scheduled for the event is a series of carnival booths, rides, and equipment. Staff received one responsive proposal from James Event Production, Inc. at a cost of \$47,750. Pursuant to the City's Purchasing Ordinance Section 2-6.07 of the Lomita Municipal Code, any purchases or rentals over \$20,000 require City Council approval.

Staff is recommending entering into an Agreement with James Event Productions Inc. for Founders Day 2024 Equipment Rentals. James Event Productions Inc. is the leading event production company in Southern California. Their experienced team of sales, management and production professionals brings the combined experience of more than 250 years of event planning to your special event.

Budget Appropriation

Due to the increased size and scope of the event, coupled with the limited availability of equipment given competing events in the area, expected costs for the event have exceeded early projections. The FY 2022-24 Adopted Budget included \$150,000 for the event. Staff projects event costs to approach \$205,000. If approved by the City Council, a budget amendment to appropriate an additional \$55,000 in the FY 2022-24 Adopted Budget would be necessary.

FISCAL IMPACT

The FY 2022-24 Adopted Budget includes \$150,000 for the 2024 Founders Day Celebration. An additional appropriation of \$55,000 from the Fiscal Year 2024 General Fund Available Balance for the Founders Day Celebration event for a total of \$205,000.

OPTIONS

1. Move staff recommendation.
2. Provide staff with other direction.

ATTACHMENTS

1. James Event Productions INC. Agreement with exhibits
2. List of Projected Expenses

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Andrew Vialpando

Andrew Vialpando
City Manager

Prepared by:

Emma Kelley

Emma Kelley
Parks & Recreation Director



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND JAMES EVENT PRODUCTIONS, INC.**

This AGREEMENT for equipment and attraction rentals is entered into this 4th day of June 2024, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and JAMES EVENT PRODUCTION, INC ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for equipment and attraction rentals.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$47,750.00 for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
- D. CITY agrees to pay CONTRACTOR a deposit of \$23,875.00 upon signing of this Agreement by both parties. The remaining balance shall be paid on June 21, 2024.
- E. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

2. **SCOPE OF SERVICES.**

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. **PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.**

- A. The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.
- B. CITY may request to postpone the event by notifying CONTRACTOR in writing no less than one (1) day before the date of the event in the case of Acts of God, as defined as flash floods, tornado, hurricane, windstorm, earthquake or other natural disasters or when performance of this Agreement would be otherwise inadvisable, commercially impracticable, illegal, or impossible due to an event or circumstance beyond the parties' control. Upon receiving such a request, CONTRACTOR will make reasonable efforts to reschedule the event within twelve (12) months of the date of the event. CONTRACTOR will apply any deposits received from CITY toward any expenses CONTRACTOR incurs as a result of the postponement, with the balance applying toward the contract price for the rescheduled event.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is James Event Production INC. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on July 1, 2024, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.
8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
12. **TERMINATION.**
- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
 - B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
 - D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
13. **INDEMNIFICATION.**

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 18, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
14. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
15. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
16. **AUDIT OF RECORDS.**
- A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books,

records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

18. **INSURANCE REQUIREMENTS.**

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than three million dollars (\$3,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from

CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.

C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or

loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
 - F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 12 above.
 - G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
19. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval

or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.

21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
22. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
23. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>1116 North Olive Street</u> <u>Anaheim CA 92801</u>
<u>ATTN: City Manager</u>	<u>ATTN: Jason Thibert</u> <u>James Events Production INC.</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide

employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.

25. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
26. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.

33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
35. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

Andrew Vialpando, City Manager

By:

Jason Thibert
James Event Productions INC.

ATTEST:

Kathleen Horn Gregory, MMC,
City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



a full service event production company

May 30, 2024

Emma Kelley
CITY OF LOMITA
24300 Narbonne Ave.
Lomita, CA 90717
e.kelley@lomitacity.com
310.326.0140

EQUIPMENT AND ATTRACTION RENTAL CONTRACT

JAMES EVENT PRODUCTIONS, INC., 1116 N. Olive St., Anaheim, CA 92801-2541 (hereinafter referred to as "Producer") and **City of Lomita** (hereinafter referred to as "Client") hereby enter into this contract for Producer to rent equipment and/or amusement attractions as described below to Client.

DATE: Saturday & Sunday, June 29-30, 2024

TIME: Saturday, June 29: 10:00 am – 9:30 pm
Sunday, June 30: 10:00 am – 6:00 pm

SET UP TIME: Friday, June 28, 2024 after 1:00 PM TBD
(Exact time to be determined week of your event. Be assured that all equipment will be delivered and in place within a reasonable amount of time prior to your event.)

LOCATION: Lomita City Hall
24300 Narbonne Ave, Lomita, CA 90717

CONTACT: Emma C: 310.745.6990 / 424.305.0029
Ross C: 310.597.6425

JOB #: 08189-JT

Signed contract must be received in our office by Friday, May 31, 2024 to ensure all items are held for your event.

50% Deposit must be received in our office by Friday, June 7, 2024.

office 714.563.9778
fax 714.563.9164

1116 North Olive Street
Anaheim, CA 92801

jamesevents.com

DATE: Saturday & Sunday, June 29-30, 2024

TIME: Saturday, June 29: 10:00 am – 9:30 pm
Sunday, June 30: 10:00 am – 6:00 pm

SET UP TIME: Friday, June 28, 2024, after 1:00 PM TBD
(Exact time to be determined week of your event. Be assured that all equipment will be delivered and in place within a reasonable amount of time prior to your event.)

LOCATION: Lomita City Hall
24300 Narbonne Ave, Lomita, CA 90717

CONTACT: Emma C: 310.745.6990 / 424.305.0029
Ross C: 310.597.6425

JOB #: 08189-JT

Producer will provide the following:

ATTRACTIONS

On Narbonne Ave

Ferris Wheel

*25' x 55' space needed
48" tall min to ride alone*

Giant Slide

*25' x 115' space needed
42" tall min*

Rockwall

*45' x 25' space needed
42" tall & 45lbs min & 225lbs max
Must have closed toe shoes*

Wizzer

*25' x 25' space needed
42" tall min to ride alone*

Orbitron

*15' x 15' space needed
42" tall min*

James Express Trackless Train

with staff or prizes

Narbonne Lot (kid area)

Sm Swing Chair

*35' x 35' space needed
36" tall min & 75lbs max*

Traffic Circle

*20' x 20' space needed
36" tall min & 75lbs max*

Kids Carouse

*25' x 25' space needed
36" tall min to ride alone & 75lbs max on horse*

Lg Pirate

*20' x 30' space needed
36" tall min to ride alone*

Management / Insurance
Power and Distribution
Labor/Delivery
All Attendants and Operation.

Any permits required are the responsibility of the client.

1. Terms of Payment

- A. Client will pay **\$47,750.00** to Producer for the above-described equipment or attraction rental. This amount represents a cash or check discount. There will be a 3.65% cost increase for all other transactions.
- B. Upon signing of this agreement, Client agrees to pay to Producer a 50% deposit of \$23,875.00. The balance of the Contract is due by Friday, June 21, 2024.

2. Insurance

Producer will provide comprehensive general liability insurance and property damage in the total amount of Three Million Dollars (\$3,000,000.00). **Producer agrees to provide liability and property damage insurance in the amount of \$3,000,000.00 naming your organization as additionally insured, a certificate for which to be issued by Producer's insurance company, if requested by Client, prior to the date of equipment or attraction rental.** Client will provide Producer with a copy of comprehensive general liability insurance and property damage naming James Productions, Inc as additionally insured. Certificate to be provided prior to the event.

3. Indemnity

Client shall indemnify and hold harmless, Producer, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorney's fees, etc. incurred by Producer directly or indirectly, in connection with the rental of the above named rental equipment and/or attraction or attractions. Any injuries, damages or losses must be reported by any person to Producer on the day of the Event and failure to report such injury, damage or loss in writing may result in a waiver of insurance coverage. In such event, Producer shall bear no responsibility for such injury or damage.

4. Condition of Rental Equipment

Producer agrees to deliver equipment for rental in a safe and fully operable condition. Client agrees that all of Producer's safety instructions will be followed and assumes full liability for any damage to equipment as a result of Client's or any of Client's guests or Client's employees', executives' or agents' failure to follow Producer's instructions concerning said equipment.

5. Cancellation

- A. Client may cancel the Event by notifying Producer in writing, but such cancellation shall be subject to the following schedule of cancellation fees to be deducted from the deposit on hand or, if insufficient, to be paid with additional funds from Client to Producer:
1. If Producer receives Client's written cancellation more than ninety (90) days before the date of the Event, the cancellation fee due from Client to Producer shall be 50% of the full contract price of the Event.
 2. If Producer receives Client's written cancellation between thirty (30) and ninety (90) days before the date of the Event, the cancellation fee due from Client to Producer shall be 75% of the full contract price of the Event.
 3. If Producer receives Client's written cancellation less than thirty (30) days before the date of the Event, the cancellation fee due from Client to Producer shall be 100% of the full contract price of the Event.

6. Postponement

- A. Client may request to postpone the Event by notifying Producer in writing no less than thirty (30) days before the date of the Event. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs as a result of the postponement, with the balance applying toward the contract price for the rescheduled Event.
- B. Client may request to postpone the Event by notifying Producer in writing no less than one (1) day before the date of the Event in the case of Acts of God, as defined as flash floods, tornado, hurricane, windstorm, earthquake or other natural disasters or when performance of this Agreement would be otherwise inadvisable, commercially impracticable, illegal, or impossible due to an event or circumstance beyond the parties' control. Upon receiving such a request, Producer will make reasonable efforts to reschedule the Event within twelve (12) months of the date of the Event. Producer will apply any deposits received from Client toward any expenses Producer incurs as a result of the postponement, with the balance applying toward the contract price for the rescheduled Event.
- C. If, after reasonable efforts, Producer is unable to reschedule the Event within twelve (12) months of the date of the Event, Producer will retain any deposits received from Client as its full fee, and neither party shall have any further obligations to the other party under this Agreement.

7. Inclement Weather or Acts of God

If the Client requests cancellation due to substantial inclement weather or acts of God, such as flooding, windstorm, earthquake and/or a public health emergency mandated by the CDC and Federal Government", the Producer will make reasonable efforts to reschedule the Event. Written notification of such requests by Client must be received by the Producer at its office not less than one (1) day prior to the Event. If the parties mutually agree prior to the Event to cancel and reschedule the Event, any deposits received from Client will be applied to the contract price for the rescheduled Event. If Producer, after reasonable efforts, is not able to reschedule the Event within twelve (12) months of the originally scheduled Event, the Producer will retain the deposits received from Client as its full fee and neither party shall have any further obligations to the other under this agreement. The final decision as to whether the cancellation of an Event should be held due to inclement weather or acts of God shall be at the sole discretion of the Producer. However, discretion shall be reasonably applied.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective on the date and year when executed by Producer.

A signed copy of this contract must be sent to James Event Productions prior to the Event date.

JAMES EVENT PRODUCTIONS, INC.

CITY OF LOMITA

Jason Thibert

Print

Date

Sign

Date

Founders Day Expenditure 2024	
Fireworks America	\$19,000.00
Cinewav	\$495.00
Fun Services	\$28,720.00
James Event Production	\$47,750.00
Portable Restroom	\$4,269.10
Fencing	\$1,305.00
Mobile Stage	\$5,250.00
Sound System	\$5,070.00
Midnight Ride	\$1,500.00
Kelly Boyz	\$2,300.00
80's All Starz	\$2,500.00
AbSOULute Band	\$1,800.00
Good Cop Bad Cop	\$825.00
Event Posters	\$200.00
Poster Design	\$100.00
Street Banner	\$233.33
Stage Banners	\$300.00
Table & Umbrella	\$925.50
Traffic Control	\$17,000.00
Night Security	\$9,750.00
LASD	\$23,000.00
60 th Hats	\$9,233.44
Pins	\$5,218.30
60 th Calendars	\$5,701.00
Water Bill insert	\$376.20
McCormick Ambulance	\$4,875.00
Ride/Game Wristband	\$303.65
Event Insurance	\$5,000.00
Miscellaneous	\$2,000.00
Grand Total	\$ 205,000.52



CITY OF LOMITA CITY COUNCIL REPORT

Item No. PH 9a

TO: City Council

FROM: Andrew Vialpando, City Manager

REVIEWED BY: Carla Dillon, P.E., Public Works Director

PREPARED BY: Frederic Aboujaoude, P.E., Principal Engineer

MEETING DATE: June 4, 2024

SUBJECT: Discussion and Consideration to Adopt a Resolution Approving the City of Lomita's Landscape Maintenance District No. 1 charges for Fiscal Year 2024-2025

RECOMMENDATION

Conduct the required public hearing, and adopt Resolution 2024-19 approving the Landscape Maintenance District No. 1 assessment for FY 2024-25.

BACKGROUND

At its regular scheduled meeting of April 16, 2024, the City Council adopted Resolution No. 2024-90 approving the Engineer's Report for Landscape Maintenance District No. 1 for FY 2024-25, declaring the intent to levy and collect assessments within the Landscape Maintenance District No. 1, and setting a public hearing date of June 4, 2024. On April 2, 2024, the City Council adopted Resolution No. 2024-04 directing the Public Works Director to prepare and file the engineer's report for LMD No. 1. The report is attached.

The total estimated cost of maintaining LMD No. 1 for fiscal year 2024-25, including the maintenance contractor, water, electricity, irrigation maintenance, tree trimming, and miscellaneous clean up and repair is \$23,856.54. The current assessment on the 211 properties is \$55.63 per parcel, for a total of \$11,737.93, leaving a \$12,118.61 shortfall proposed to be funded by the City's general fund.

The attached resolution would approve the recommended continuation of the assessment of \$55.63 per parcel within LMD No. 1 for fiscal year 2024-25. The

assessment will be included on the property tax bill prepared by the County of Los Angeles.

OPTIONS:

- 1) Approve staff's recommendation.
- 2) Provide alternative direction.

FISCAL IMPACT

The funds collected within the District will be utilized to maintain the areas incorporated within the District for Fiscal Year 2024-25. The general fund would subsidize the projected shortfall.

ATTACHMENT

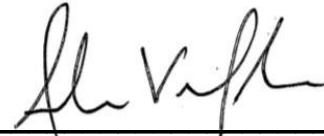
1. Resolution

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



Frederic Aboujaoude, P.E.
Principal Engineer

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE CITY OF LOMITA'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2024-25

SECTION 1. Recitals.

- A. In 1979, the City Council created Lomita Landscape Maintenance District No. 1, which is located in the southeastern quadrant of the City.
- B. The annual assessment is currently \$55.63 for the purpose of landscape maintenance.
- C. The City Council desires to collect the annual assessment on the County tax roll.
- D. On April 2, 2024, the City Council adopted a resolution directing the Public Works Director/City Engineer to prepare and file a report in accordance with the Landscaping and Lighting Act of the Streets and Highway Code of the State of California.
- E. The Public Works Director/City Engineer (the designated Engineer) in accordance with Section 22623 of the Act and provisions of the Municipal Code prepared and filed with the City Clerk an Engineer's Report for the Fiscal Year 2024-25 and said report was presented to the City Council on April 16, 2024, and is attached hereto as **Exhibit A** (Engineer's Report). The report contains a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the district.
- F. On April 16, 2024, the City Council adopted a resolution approving the Engineer's Report and declaring the intention of the City Council to levy and collect assessments within the Lomita Landscape Maintenance District No. 1, for the fiscal year commencing July 1, 2024, to and ending June 30, 2025.
- G. On June 4, 2024, a duly noticed public hearing was held relating to the continued collection of the assessment on the tax rolls, at which time the City Council heard and considered public comment.
- H. The City Council has examined and reviewed the Engineer's Report, and is satisfied with the description of the District, the improvements identified therein, each of the budget items and documents, and is satisfied that the proposed assessments and charges have been spread proportionately in

accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein.

- I. A majority protest on the continuation of the annual assessment has not been filed.

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

SECTION 2. In accordance with California Streets and Highways Code Section 22631, the boundary diagram of the Engineer's Report showing assessable lots and parcels of land within the district is hereby confirmed and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. In accordance with the California Streets and Highways Code Section 22631, the City Council considered the Engineer's Report and after such consideration, the City Council hereby confirms the assessment of \$55.63 for each of the 211 parcels described in said report, for a total FY 2024-25 assessment amount of \$11,737.93.

SECTION 4. For all parcels designated in the Report, the assessment shall be collected by the County of Los Angeles Tax Collector, at the same time and in the same manner as property taxes, together with the City and County property taxes and shall constitute an assessment on the parcels from which it is due.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and, in accordance with California Streets and Highways Code Section 22641, immediately file the diagram and assessment, or a certified copy thereof, with the County of Los Angeles Tax Collector.

[Signatures on the following page]

PASSED, APPROVED AND ADOPTED this 4th day of June 2024.

William Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, CMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA

**ENGINEER'S REPORT
PROPOSED ASSESSMENT**

FOR

**LANDSCAPE MAINTENANCE DISTRICT NO. 1
TRACT 25201 (ROLLING RANCHOS)
COMMENCING FISCAL YEAR 2024/2025**

INTENT MEETING: April 16, 2024

PUBLIC HEARING: June 4, 2024

Prepared By:

Frederic Aboujaoude, P.E.
Principal Engineer

Affidavit for the Engineer's Report

CITY OF LOMITA
LANDSCAPE MAINTENANCE DISTRICT NO.: 1
Tract 25201 (Rolling Ranchos)
Fiscal Year 2024/2025

This Report and the enclosed budget, assessments, diagram and descriptions outline the assessments to be levied for properties within the City of Lomita Landscape Maintenance District No.: 1, incorporating Tract 25201 (Rolling Ranchos) for Fiscal Year 2024/2025, pursuant to a resolution of the City Council as amended based on the majority protest proceedings for a proposed assessment increase. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within Landscape Maintenance District No. 1, Tract 25201 (Rolling Ranchos). The undersigned respectfully submits the enclosed Report as directed and amended by the City Council and pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500.

Dated this 16th day of April 2024



Prepared By:

Frederic Aboujaoude, P.E.
Principal Engineer

Introduction

The purpose of this Engineer's Report (hereinafter referred to as the "Report") is to set forth the engineering analysis and findings for the annual levy of assessments for the City of Lomita Landscape Maintenance District No.: 1 (hereinafter referred to as the "District"), for Fiscal Year 2024/2025, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), and in compliance with the provisions of the California State Constitution Article XIII D (hereafter referred to as the "California Constitution").

This Report has been prepared pursuant to the order of the City Council of the City of Lomita (hereinafter referred to as the "City") for the annual levy of assessments for the District in accordance with Chapter 3, Section 22622 of the 1972 Act. The District was originally formed in 1979 and the City has annually levied assessments on properties within the District for the purpose of funding the annual maintenance, operation and servicing of the parkway landscaping and trail along the north side of Palos Verdes Drive North, that was installed in connection with and immediately adjacent to the residential development identified as Tract 25201 (Rolling Ranchos) which comprises all properties within the District.

As a result, this Report addresses the proposed assessment for Fiscal Year 2024/2025 based on an estimate of the current annual cost for the City to provide such improvements for the benefit of properties within the District. These annual costs and the resulting proposed assessment rate described herein, includes the estimated expenditures, revenues and fund balances that the City has estimated as necessary to properly maintain and service the improvements associated with the District.

The City Council may approve this Report as submitted or amended; and confirm and order the levy and collection of assessments so approved. In such case, the assessments for Fiscal Year 2024/2025 as approved or amended by the City Council shall be submitted to the County Auditor/Controller for inclusion on the property tax roll for each affected parcel.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessor Parcel Number by the Los Angeles County Assessor's Office. The Los Angeles County Auditor/Controller uses Assessor Parcel Numbers and specific Fund Numbers to identify properties assessed for special benefit assessments on the tax roll.

This report consists of five (5) parts:

Part I

Plans and Specifications: A general description of the District boundaries and the proposed improvements for which parcels are assessed. The parcels within the District are inclusive the residential development identified as Tract 25201 (Rolling Ranchos) and the proposed assessments as outlined in this Report are based on the improvements that provide a special benefit to the properties within the District.

Part II

The Method of Apportionment: A discussion of benefits the improvements and services provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines the Assessment Range Formula that provides for an annual adjustment to the initial maximum assessment rate identified in this Report, thereby establishing set limits on future assessments, but also providing for reasonable cost adjustments due to inflation.

Part III

The Proposed Budgets: An estimate of the annual costs to operate, maintain, and service the landscape improvements and appurtenant facilities. This budget includes an estimate of anticipated annual direct maintenance costs and incidental expenses including, but not limited to labor, materials, equipment and administration expenses as well as the collection of appropriate fund balances necessary to support the improvements for the District. The proposed maximum assessment rate identified in the budget of this Report establishes the proposed new maximum assessment rate for Fiscal Year 2024/2025 and shall be adjusted annually by the Assessment Range Formula described in the method of apportionment.

Part IV

Boundary Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels determined to receive special benefits from the improvements. Parcel identification, the lines, and dimensions of each lot, parcel, and subdivision of land within the District are shown on the Los Angeles County Assessor's Parcel Maps and shall include any subsequent lot line adjustments or parcel changes therein. Reference is hereby made to the Los Angeles County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District. A diagram showing the overall boundaries of the District is on file with the City Clerk and the Lomita Public Works Department, and by reference is made part of this Report.

Part V

Proposed Assessments: A listing of the calculated maximum assessment amount associated with each parcel within the District. The calculated maximum assessment amount described herein constitutes an increase to the previously adopted maximum assessment and this new assessment will be presented to the property owners of record in a ballot proceeding as required pursuant to the provisions of the California Constitution. Said new or increased assessment represents each parcel's calculated proportional amount of the improvement costs proposed commencing in Fiscal Year 2024/2025 based on the estimated net annual cost to maintain and service the improvements as outlined in the budget(s) and method of apportionment contained in this Report.

Part I – Plans and Specifications

Description of the District

In general, the District provides for the continued maintenance, servicing, and operation of the landscape improvements and appurtenant facilities located within the public right-of-way adjacent to the residential development identified as Tract 25201 (Rolling Ranchos) within the City. This residential development and the improvements are located on the north side of Palos Verdes Drive North, generally between Western Avenue (on the east) and Rolling Vista Drive (on the west). The properties within the District include two hundred and eleven (211) Single-Family Residential properties identified on all or a portion of Book **7549** Pages **01** through **05** of the Los Angeles County Assessor's Parcel Maps.

Improvements and Services

Improvements and Services Authorized by the 1972 Act

As generally defined by the 1972 Act and may be applicable to this Districts as well as the Consolidated District, the improvements and associated assessments may include one or more of the following:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities including, but not limited to streetlights and traffic signals;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof;

The installation of park or recreational improvements, including, but not limited to, all of the following:

- Land preparation, such as grading, leveling, cutting, and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
- Lights, playground equipment, play courts, and public restrooms.
- The acquisition of land for park, recreational, or open-space purposes or any existing improvement otherwise authorized pursuant to this section.

The maintenance or servicing, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement including but not limited to:

- Repair, removal, or replacement of all or any part of any improvements;
- Grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
- The removal of trimmings, rubbish, debris, and other solid waste;
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
- Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements;
- Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses associated with the improvements including, but not limited to:

- The costs of the report preparation, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing and advertising, and publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Costs associated with any elections held for the approval of a new or increased assessment.

Description of the Improvements

Generally, the District was established to ensure the ongoing maintenance, operation, servicing of the landscape improvements, trails (pathways), appurtenant improvements, and facilities within the public right-of-way on the north side of Palos Verdes Drive North. The construction and installation of the path within this right-of-way was financed by a state grant in conjunction with the City of Rolling Hills Estates and the landscaping and irrigation system was constructed by force account utilizing City and California Conservation Corps personnel. Originally, the annual assessments for properties within the District were established to fully fund the annual maintenance and servicing of these improvements, but over time the annual assessment revenues no longer support the full maintenance of these improvements and over time, it has been necessary for the City to utilize increasingly more General Fund revenues to support the cost of these improvements.

The maintenance and servicing of the improvements generally includes, but is not limited to all materials, equipment, utilities, labor and incidental expenses required for the annual operation and maintenance of such improvements, as well as the

performance of periodic repairs and replacement as needed to provide for the proper operation and functioning of the sidewalk and pathway as well as the growth, health, and appearance of landscaping and trees. The improvements for the District include, but are not limited to:

- Approximately 48,000 square feet of irrigated landscaping and trees on the north side of Palos Verdes Drive North adjacent to the southern boundary of Tract 25201 (A distance of approximately 1,600 Linear Feet); and,
- Approximately 20,640 square feet of trails and sidewalks on the north side of Palos Verdes Drive North adjacent to the southern boundary of Tract 25201; and,
- Approximately 1,200 square feet of walkway between Palos Verdes Drive North and Via Vera.

Maintenance of the landscape improvements generally includes the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of the improvements including but not limited to: cultivation, irrigation, trimming and fertilizing of the plant material; treating for disease or injury; weed and vector control; normal repair and servicing of the irrigation system; removal of trimmings, rubbish, debris, and other solid waste; and removal or covering of graffiti on related hardscape surfaces; as well as the performance of periodic repairs and rehabilitation activities (available funding permitting) that are associated with those improvements.

Documentation and maps of the location and extent of the improvements to be maintained by the District are on file at the City of Lomita Public Works Department.

Excluded Improvements

The improvements for the District, exclude the median islands on Palos Verdes Drive North that are also adjacent to Tract 25201 (Rolling Ranchos). The cost of maintaining these median islands were budgeted and paid for by the City as a general benefit and no portion of the cost to maintain these improvements shall be assessed as special benefit to the parcels within the District. Improvements located on private property including any landscaping or fences are the responsibility of those individual property owners and are not maintained by this District.

Part II – Method of Apportionment

The 1972 Act permits the establishment of assessment districts by agencies for providing certain public improvements, which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices and have been established pursuant to the 1972 Act and the provisions of the California Constitution. The formula used for calculating assessments in this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

Benefit Analysis

Each of the proposed improvements, the associated costs, and assessments have been reviewed, identified, and allocated based on special benefit pursuant to the provisions of the 1972 Act and the California Constitution. The improvements to be provided by the District and for which properties will be assessed have been identified as local improvements specifically associated with the properties within Tract 25201. As such, the ongoing operation, servicing, and maintenance of these improvements directly affect those properties. Therefore, it is reasonable to conclude that the annual costs of ensuring the maintenance and operation of the improvements are considered a distinct and special benefit to the residential properties within this development and District.

The method of apportionment (also referred to as the "method of assessment") previously established for this District and summarized herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements, and the desirability and marketability of those properties is enhanced by well-maintained landscaping in close proximity to the properties. As defined by Article XIID, Section 4 of the California Constitution:

"Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large."

The special benefits associated with such landscape improvements may include:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the

area.

- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, dust, and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The preceding special benefits contribute to the overall aesthetic value and desirability of each of the assessed parcels and thereby provide a special enhancement to those properties. Furthermore, it has been determined that the lack of funding to property service and maintain such improvements would likely have a direct negative impact on those properties.

General Benefit

In reviewing the improvements and the proximity of those improvements to properties within the District as well as adjacent properties outside of the boundaries of the District, and the reasons for installing and constructing such improvements; it is apparent that the need to maintain these particular improvements are exclusively a local issue and are directly associated with only the parcels within Tract 25201 (Rolling Ranchos), and the condition of these improvements and the level of service provided will directly affect only those properties.

Although the improvements are within public areas or easements and include amenities that may be available or visible to the public at large, these improvements are not necessarily required nor desired by any properties or developments outside the development. As such, it has been determined that these improvements provide no measurable benefit (special or general) to properties outside the District or to the public at large but are clearly a distinct and special benefit to only properties within the District.

Assessment Methodology

Upon review of the improvements, it has been determined that each of the residential parcels within the District will receive substantially similar and proportional special benefits from the improvements to be provided. As such, the most appropriate apportionment of maintenance costs and special benefit is an equal per parcel distribution. This method of apportionment is used to proportionately allocate the net annual cost of the improvements (special benefit) to each parcel. The total amount to be levied in the District is shared and assessed equally to each benefiting parcel.

The following formula is used to arrive at the levy amount for each parcel within the District.

$$\frac{\text{Total Balance to Levy}}{\text{Total Assessable Parcels}} = \text{Parcel Levy Amount}$$

The preceding benefit formula appropriately reflects the composition of the parcels within the District and the improvements and services to be provided and fairly apportion the costs based on the special benefits to each assessable parcel. Dedicated public easements or rights-of-ways that are part of the District improvements; or utility rights-of-way, common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; receive no special benefit from District improvements and are not assessed.

Part III – Proposed Budget

The following budget outlines the City's estimate of anticipated expenditures, revenues and fund balances to provide annual maintenance and operation of the District improvements within the revenues available from the assessments and the City's planned contribution of funds to the District. The maximum assessment rate established for the District is based on the budget information presented herein and shall be used to calculate each parcel's proportional assessment obligation in accordance with the method of apportionment outlined in this Report for Fiscal Year 2024/2025.

The most recent lien on the 211 residences is \$55.63 per parcel, for a total of \$11,737.93. This total consists of utilities, landscape maintenance services, irrigation maintenance, administration, and assessor's fees. An estimated \$12,118.61 contribution from the City is required to maintain assessments at the current levy of \$55.63. The Engineer's report indicates an assessment of \$55.63 per parcel for 2024/2025, as determined from the following information:

Contract costs and City services for landscape maintenance services (\$18,750.36); utility costs for water and electricity (\$4,208.18); administration costs (\$898.00) for the 2024/2025 fiscal year. The total service cost is \$23,856.54. The City subsidy to the District for 2024/25 will be \$12,118.961.

Assessment Calculation

Assessment = [(Contract Services + Utilities + Irrigation Maintenance + Administration and Assessor's Fee - Reserves + City Contribution)] / Number of Parcels.

Contract and City Services (+)	\$ 18,750.36
Utilities (+)	\$ 4,208.18
Administration & Assessor's Fee (+)	\$ 898.00
<hr/>	
Sum Total =	\$ 23,856.54
Less Reserves (-)	\$ -
City Contribution (-)	\$ 12,118.61
<hr/>	
Divided by the Number of Parcels (211) (/)	211
<hr/>	
F.Y. 2024-2025 Assessment Fee = \$ 55.63	

Part IV – Boundary Diagram

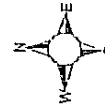
A District Boundary Diagram for the City of Lomita Landscape Maintenance District No.: 1 showing the overall boundaries of the District is provided on the following page. Specific parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the boundaries of the District shall be inclusive of the corresponding parcels shown on the Los Angeles County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to Part V of this Report for a listing of the parcels within the District that correspond to the Los Angeles County Assessor's maps. Engineer's Report Landscape Maintenance District No. 1, Fiscal Year 2024/2025.

CITY CLERK
CITY OF LOUISIANA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE LOS ANGELES COUNTY RECORDING MAPS FOR THOSE PARCELS LISTED.

THE LOS ANGELES COUNTY AUDITORS MAY SHALL ADVISE FOR ALL
DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

LEGEND



Part V – 2024/ 2025 Assessment Roll

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Los Angeles County Assessor Parcel Maps and/or the Los Angeles County Secured Tax Roll for the year in which this Report is prepared. The proposed assessment for each parcel has been prepared in accordance with the assessment rates presented in the budget and the method of apportionment described in this Report.

The assessment information for each parcel as outlined in this Report and confirmed by the City Council shall be submitted to the County Auditor/Controller to be included on the property tax roll for Fiscal Year 2024/2025. If the parcels or assessment numbers referenced by this Report are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of this Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger, or tax status change, the assessment amount submitted on the new parcels will be based on the method of apportionment and assessment rates approved in this Report by the City Council.

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2024/2025
1	7549-009-001	Single-Family Residential	\$55.63	\$55.63
2	7549-009-002	Single-Family Residential	\$55.63	\$55.63
3	7549-009-003	Single-Family Residential	\$55.63	\$55.63
4	7549-009-004	Single-Family Residential	\$55.63	\$55.63
5	7549-009-005	Single-Family Residential	\$55.63	\$55.63
6	7549-009-006	Single-Family Residential	\$55.63	\$55.63
7	7549-009-007	Single-Family Residential	\$55.63	\$55.63
8	7549-009-008	Single-Family Residential	\$55.63	\$55.63
9	7549-009-009	Single-Family Residential	\$55.63	\$55.63
10	7549-009-010	Single-Family Residential	\$55.63	\$55.63
11	7549-009-011	Single-Family Residential	\$55.63	\$55.63
12	7549-009-012	Single-Family Residential	\$55.63	\$55.63
13	7549-009-013	Single-Family Residential	\$55.63	\$55.63
14	7549-009-014	Single-Family Residential	\$55.63	\$55.63
15	7549-009-015	Single-Family Residential	\$55.63	\$55.63
16	7549-009-016	Single-Family Residential	\$55.63	\$55.63
17	7549-009-017	Single-Family Residential	\$55.63	\$55.63
18	7549-009-018	Single-Family Residential	\$55.63	\$55.63
19	7549-009-019	Single-Family Residential	\$55.63	\$55.63
20	7549-009-020	Single-Family Residential	\$55.63	\$55.63
21	7549-009-021	Single-Family Residential	\$55.63	\$55.63
22	7549-010-001	Single-Family Residential	\$55.63	\$55.63
23	7549-010-002	Single-Family Residential	\$55.63	\$55.63
24	7549-010-003	Single-Family Residential	\$55.63	\$55.63
25	7549-010-004	Single-Family Residential	\$55.63	\$55.63
26	7549-010-005	Single-Family Residential	\$55.63	\$55.63

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2024/2025
27	7549-010-006	Single-Family Residential	\$55.63	\$55.63
28	7549-010-007	Single-Family Residential	\$55.63	\$55.63
29	7549-010-008	Single-Family Residential	\$55.63	\$55.63
30	7549-010-009	Single-Family Residential	\$55.63	\$55.63
31	7549-010-010	Single-Family Residential	\$55.63	\$55.63
32	7549-010-011	Single-Family Residential	\$55.63	\$55.63
33	7549-010-012	Single-Family Residential	\$55.63	\$55.63
34	7549-010-013	Single-Family Residential	\$55.63	\$55.63
35	7549-010-014	Single-Family Residential	\$55.63	\$55.63
36	7549-010-015	Single-Family Residential	\$55.63	\$55.63
37	7549-010-016	Single-Family Residential	\$55.63	\$55.63
38	7549-010-017	Single-Family Residential	\$55.63	\$55.63
39	7549-011-001	Single-Family Residential	\$55.63	\$55.63
40	7549-011-002	Single-Family Residential	\$55.63	\$55.63
41	7549-011-003	Single-Family Residential	\$55.63	\$55.63
42	7549-011-004	Single-Family Residential	\$55.63	\$55.63
43	7549-011-005	Single-Family Residential	\$55.63	\$55.63
44	7549-011-006	Single-Family Residential	\$55.63	\$55.63
45	7549-011-007	Single-Family Residential	\$55.63	\$55.63
46	7549-011-008	Single-Family Residential	\$55.63	\$55.63
47	7549-011-009	Single-Family Residential	\$55.63	\$55.63
48	7549-011-010	Single-Family Residential	\$55.63	\$55.63
49	7549-011-011	Single-Family Residential	\$55.63	\$55.63
50	7549-011-012	Single-Family Residential	\$55.63	\$55.63
51	7549-011-013	Single-Family Residential	\$55.63	\$55.63
52	7549-011-014	Single-Family Residential	\$55.63	\$55.63
53	7549-011-015	Single-Family Residential	\$55.63	\$55.63
54	7549-011-016	Single-Family Residential	\$55.63	\$55.63
55	7549-011-017	Single-Family Residential	\$55.63	\$55.63
56	7549-011-018	Single-Family Residential	\$55.63	\$55.63
57	7549-011-019	Single-Family Residential	\$55.63	\$55.63
58	7549-011-020	Single-Family Residential	\$55.63	\$55.63
59	7549-011-021	Single-Family Residential	\$55.63	\$55.63
60	7549-011-022	Single-Family Residential	\$55.63	\$55.63
61	7549-011-023	Single-Family Residential	\$55.63	\$55.63
62	7549-011-024	Single-Family Residential	\$55.63	\$55.63
63	7549-011-025	Single-Family Residential	\$55.63	\$55.63
64	7549-011-026	Single-Family Residential	\$55.63	\$55.63
65	7549-011-027	Single-Family Residential	\$55.63	\$55.63
66	7549-011-028	Single-Family Residential	\$55.63	\$55.63
67	7549-012-001	Single-Family Residential	\$55.63	\$55.63
68	7549-012-002	Single-Family Residential	\$55.63	\$55.63
69	7549-012-003	Single-Family Residential	\$55.63	\$55.63
70	7549-012-004	Single-Family Residential	\$55.63	\$55.63
71	7549-012-005	Single-Family Residential	\$55.63	\$55.63
72	7549-012-006	Single-Family Residential	\$55.63	\$55.63
73	7549-012-007	Single-Family Residential	\$55.63	\$55.63
74	7549-012-008	Single-Family Residential	\$55.63	\$55.63
75	7549-012-009	Single-Family Residential	\$55.63	\$55.63
76	7549-012-010	Single-Family Residential	\$55.63	\$55.63
77	7549-012-011	Single-Family Residential	\$55.63	\$55.63
78	7549-012-012	Single-Family Residential	\$55.63	\$55.63
79	7549-012-013	Single-Family Residential	\$55.63	\$55.63
80	7549-012-014	Single-Family Residential	\$55.63	\$55.63

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2024/2025
81	7549-012-015	Single-Family Residential	\$55.63	\$55.63
82	7549-012-016	Single-Family Residential	\$55.63	\$55.63
83	7549-012-017	Single-Family Residential	\$55.63	\$55.63
84	7549-012-018	Single-Family Residential	\$55.63	\$55.63
85	7549-012-019	Single-Family Residential	\$55.63	\$55.63
86	7549-012-020	Single-Family Residential	\$55.63	\$55.63
87	7549-012-021	Single-Family Residential	\$55.63	\$55.63
88	7549-012-022	Single-Family Residential	\$55.63	\$55.63
89	7549-012-023	Single-Family Residential	\$55.63	\$55.63
90	7549-012-024	Single-Family Residential	\$55.63	\$55.63
91	7549-012-025	Single-Family Residential	\$55.63	\$55.63
92	7549-012-026	Single-Family Residential	\$55.63	\$55.63
93	7549-012-027	Single-Family Residential	\$55.63	\$55.63
94	7549-012-028	Single-Family Residential	\$55.63	\$55.63
95	7549-012-029	Single-Family Residential	\$55.63	\$55.63
96	7549-012-030	Single-Family Residential	\$55.63	\$55.63
97	7549-012-031	Single-Family Residential	\$55.63	\$55.63
98	7549-012-032	Single-Family Residential	\$55.63	\$55.63
99	7549-012-033	Single-Family Residential	\$55.63	\$55.63
100	7549-012-034	Single-Family Residential	\$55.63	\$55.63
101	7549-013-001	Single-Family Residential	\$55.63	\$55.63
102	7549-013-002	Single-Family Residential	\$55.63	\$55.63
103	7549-013-003	Single-Family Residential	\$55.63	\$55.63
104	7549-013-004	Single-Family Residential	\$55.63	\$55.63
105	7549-013-005	Single-Family Residential	\$55.63	\$55.63
106	7549-013-006	Single-Family Residential	\$55.63	\$55.63
107	7549-013-007	Single-Family Residential	\$55.63	\$55.63
108	7549-013-008	Single-Family Residential	\$55.63	\$55.63
109	7549-013-009	Single-Family Residential	\$55.63	\$55.63
110	7549-013-010	Single-Family Residential	\$55.63	\$55.63
111	7549-013-011	Single-Family Residential	\$55.63	\$55.63
112	7549-013-012	Single-Family Residential	\$55.63	\$55.63
113	7549-013-013	Single-Family Residential	\$55.63	\$55.63
114	7549-013-014	Single-Family Residential	\$55.63	\$55.63
115	7549-013-015	Single-Family Residential	\$55.63	\$55.63
116	7549-013-016	Single-Family Residential	\$55.63	\$55.63
117	7549-013-017	Single-Family Residential	\$55.63	\$55.63
118	7549-013-018	Single-Family Residential	\$55.63	\$55.63
119	7549-013-019	Single-Family Residential	\$55.63	\$55.63
120	7549-013-020	Single-Family Residential	\$55.63	\$55.63
121	7549-013-021	Single-Family Residential	\$55.63	\$55.63
122	7549-013-022	Single-Family Residential	\$55.63	\$55.63
123	7549-013-023	Single-Family Residential	\$55.63	\$55.63
124	7549-013-024	Single-Family Residential	\$55.63	\$55.63
125	7549-013-025	Single-Family Residential	\$55.63	\$55.63
126	7549-013-026	Single-Family Residential	\$55.63	\$55.63
127	7549-013-027	Single-Family Residential	\$55.63	\$55.63
128	7549-013-028	Single-Family Residential	\$55.63	\$55.63
129	7549-013-029	Single-Family Residential	\$55.63	\$55.63
130	7549-013-030	Single-Family Residential	\$55.63	\$55.63
131	7549-013-031	Single-Family Residential	\$55.63	\$55.63
132	7549-013-032	Single-Family Residential	\$55.63	\$55.63
133	7549-014-001	Single-Family Residential	\$55.63	\$55.63
134	7549-014-002	Single-Family Residential	\$55.63	\$55.63

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2024/2025
135	7549-014-003	Single-Family Residential	\$55.63	\$55.63
136	7549-014-004	Single-Family Residential	\$55.63	\$55.63
137	7549-014-005	Single-Family Residential	\$55.63	\$55.63
138	7549-014-006	Single-Family Residential	\$55.63	\$55.63
139	7549-014-007	Single-Family Residential	\$55.63	\$55.63
140	7549-014-008	Single-Family Residential	\$55.63	\$55.63
141	7549-014-009	Single-Family Residential	\$55.63	\$55.63
142	7549-014-010	Single-Family Residential	\$55.63	\$55.63
143	7549-014-011	Single-Family Residential	\$55.63	\$55.63
144	7549-014-012	Single-Family Residential	\$55.63	\$55.63
145	7549-014-013	Single-Family Residential	\$55.63	\$55.63
146	7549-014-014	Single-Family Residential	\$55.63	\$55.63
147	7549-014-015	Single-Family Residential	\$55.63	\$55.63
148	7549-014-016	Single-Family Residential	\$55.63	\$55.63
149	7549-014-017	Single-Family Residential	\$55.63	\$55.63
150	7549-014-018	Single-Family Residential	\$55.63	\$55.63
151	7549-014-019	Single-Family Residential	\$55.63	\$55.63
152	7549-014-020	Single-Family Residential	\$55.63	\$55.63
153	7549-014-021	Single-Family Residential	\$55.63	\$55.63
154	7549-014-022	Single-Family Residential	\$55.63	\$55.63
155	7549-014-023	Single-Family Residential	\$55.63	\$55.63
156	7549-014-024	Single-Family Residential	\$55.63	\$55.63
157	7549-014-025	Single-Family Residential	\$55.63	\$55.63
158	7549-014-026	Single-Family Residential	\$55.63	\$55.63
159	7549-014-027	Single-Family Residential	\$55.63	\$55.63
160	7549-014-028	Single-Family Residential	\$55.63	\$55.63
161	7549-014-029	Single-Family Residential	\$55.63	\$55.63
162	7549-014-030	Single-Family Residential	\$55.63	\$55.63
163	7549-015-001	Single-Family Residential	\$55.63	\$55.63
164	7549-015-002	Single-Family Residential	\$55.63	\$55.63
165	7549-015-003	Single-Family Residential	\$55.63	\$55.63
166	7549-015-004	Single-Family Residential	\$55.63	\$55.63
167	7549-015-005	Single-Family Residential	\$55.63	\$55.63
168	7549-015-006	Single-Family Residential	\$55.63	\$55.63
169	7549-015-007	Single-Family Residential	\$55.63	\$55.63
170	7549-015-008	Single-Family Residential	\$55.63	\$55.63
171	7549-015-009	Single-Family Residential	\$55.63	\$55.63
172	7549-015-010	Single-Family Residential	\$55.63	\$55.63
173	7549-015-011	Single-Family Residential	\$55.63	\$55.63
174	7549-015-012	Single-Family Residential	\$55.63	\$55.63
175	7549-015-013	Single-Family Residential	\$55.63	\$55.63
176	7549-015-014	Single-Family Residential	\$55.63	\$55.63
177	7549-015-015	Single-Family Residential	\$55.63	\$55.63
178	7549-015-016	Single-Family Residential	\$55.63	\$55.63
179	7549-015-017	Single-Family Residential	\$55.63	\$55.63
180	7549-015-018	Single-Family Residential	\$55.63	\$55.63
181	7549-015-019	Single-Family Residential	\$55.63	\$55.63
182	7549-015-020	Single-Family Residential	\$55.63	\$55.63
183	7549-015-021	Single-Family Residential	\$55.63	\$55.63
184	7549-015-022	Single-Family Residential	\$55.63	\$55.63
185	7549-015-023	Single-Family Residential	\$55.63	\$55.63
186	7549-015-024	Single-Family Residential	\$55.63	\$55.63
187	7549-015-025	Single-Family Residential	\$55.63	\$55.63
188	7549-015-026	Single-Family Residential	\$55.63	\$55.63

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2024/2025
189	7549-015-027	Single-Family Residential	\$55.63	\$55.63
190	7549-015-028	Single-Family Residential	\$55.63	\$55.63
191	7549-015-029	Single-Family Residential	\$55.63	\$55.63
192	7549-015-030	Single-Family Residential	\$55.63	\$55.63
193	7549-015-031	Single-Family Residential	\$55.63	\$55.63
194	7549-015-032	Single-Family Residential	\$55.63	\$55.63
195	7549-015-033	Single-Family Residential	\$55.63	\$55.63
196	7549-015-034	Single-Family Residential	\$55.63	\$55.63
197	7549-015-035	Single-Family Residential	\$55.63	\$55.63
198	7549-015-036	Single-Family Residential	\$55.63	\$55.63
199	7549-015-037	Single-Family Residential	\$55.63	\$55.63
200	7549-015-038	Single-Family Residential	\$55.63	\$55.63
201	7549-015-039	Single-Family Residential	\$55.63	\$55.63
202	7549-015-040	Single-Family Residential	\$55.63	\$55.63
203	7549-015-041	Single-Family Residential	\$55.63	\$55.63
204	7549-015-042	Single-Family Residential	\$55.63	\$55.63
205	7549-015-043	Single-Family Residential	\$55.63	\$55.63
206	7549-015-044	Single-Family Residential	\$55.63	\$55.63
207	7549-016-001	Single-Family Residential	\$55.63	\$55.63
208	7549-016-002	Single-Family Residential	\$55.63	\$55.63
209	7549-016-003	Single-Family Residential	\$55.63	\$55.63
210	7549-016-004	Single-Family Residential	\$55.63	\$55.63
211	7549-016-005	Single-Family Residential	\$55.63	\$55.63
Total			\$11,737.93	\$11,737.93



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH 9b**

FROM: Andrew Vialpando, City Manager

PREPARED BY: Brianna Rindge, Director of Community & Economic Development

DATE: June 4, 2024

SUBJECT: Discussion and Consideration of Zoning Text Amendment No. 2024-04, an Ordinance Amending Various Sections of Lomita Municipal Code Title XI (Planning and Zoning) Chapter 1 (Zoning) to Add Indoor Recreational Uses Permitted by a Conditional Use Permit or By Right within the C-R (Commercial-Retail), C-G (Commercial-General), and D-C (Downtown, Commercial) Zoning Districts

RECOMMENDATION

Conduct a public hearing and concur with Planning Commission's recommendation to introduce on first reading an ordinance to amend the Lomita Municipal Code to add indoor recreation uses permitted by a conditional use permit or by right within the City's commercial zoning districts and finding exemption from the California Environment Quality Act (CEQA).

BACKGROUND

Upon the reduction of COVID-19 pandemic social distancing restrictions, the demand for group recreational activities has grown significantly. The desire for these types of uses was echoed throughout the General Plan Update public engagement process in 2023. The City has received multiple requests for commercial indoor recreation activities involving uses not fully addressed by the Lomita Municipal Code (LMC). Staff recommends updating the LMC to provide comprehensive guidance on regulation of the following indoor recreational uses driven by economic development and community health efforts:

- Gymnasiums;
- Workout studios;

- Course-based indoor recreation including escape rooms, mini-golf, laser tag, skating, trampoline parks, and obstacle courses;
- Bay-based indoor recreation including, but not limited to, bowling alleys, axe throwing alleys, darts alleys, and golf simulation; and
- Computer-based indoor recreation including virtual reality and esports.

A few businesses such as a golf simulator and a yoga studio opted to utilize the Municipal Code's "Determination of Similarity" process to earn use allowance through a public process where Planning Commission may approve a specific use outside of a zoning text amendment. The upcoming zoning ordinance amendment will remove this ability so that the Municipal Code remains clear and transparent to the public.

Lomita's three commercial zones with specified uses are described below.

D-C Zone (Downtown, Commercial)

- Article 49 of LMC Title XI
- Location: Downtown Lomita (Narbonne Ave. at Lomita Blvd. and further north along Narbonne Ave.)
- "Intent and purpose: The Zone D-C is established to promote the revitalization and development of the downtown area. This zone promotes a wide range of commercial retail, service, and entertainment uses."

C-G Zone (Commercial, General)

- Article 45 of LMC Title XI
- Location: Lomita Blvd., Narbonne Ave., Western Ave. except Downtown Lomita
- "Intent and purpose: Zone C-G is established to provide for regional commercial needs. This zone provides for intensive commercial activities and specialized service establishments that require a central location within a large urban population. This zone would also permit the development of wholesale businesses and major financial administrative centers that may serve an entire region."

C-R Zone (Commercial-Retail)

- Article 48 of LMC Title XI
- Location: Pacific Coast Highway
- "Intent and purpose: Zone C-R is established to provide for regional retail sale needs. This zone provides for retail activities and limited service establishments."

ANALYSIS

Upon research of several nearby cities, staff observed that others permit many indoor recreational uses by right but lack regulation for some of the more modern uses. Staff proposes amending the use regulations for these three commercial zoning districts as conveyed in the redline (Attachment 1 Exhibit A) and summarized below. By-right indicates the use may be approved administratively while CUP means the use will only be allowed through the public Conditional Use Permit process as approved by Planning Commission.

Use	C-R	C-G	D-C
Gymnasiums and workout studios with a capacity of more than forty (40) people	By-right	By-right	Not permitted
Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.	By-right	By-right	By-right above ground floor; otherwise CUP
Workout studios with a capacity of less than ten (10) total customers and staff members.	By-right above ground floor; otherwise CUP	CUP	By-right above ground floor; otherwise CUP
Course-based indoor recreation including escape rooms, mini-golf, laser tag, skating, trampoline parks, and obstacle courses.	By-right	By-right	CUP
Bay-based indoor recreation including, but not limited to, bowling alleys, axe throwing alleys, darts alleys, and golf simulation	CUP	CUP	CUP
Computer-based indoor recreation including virtual reality, esports, and arcade games.	By-right above ground floor; otherwise CUP	By-right	By-right above ground floor; otherwise CUP

In general, the ordinance proposes to expand investment opportunities by-right for direct wellness activities and permit the more nuanced indoor recreational uses through Planning Commission approval except where such businesses may fill above-ground vacancies. The ordinance also includes unsubstantial clean-up (5 instances) as notated in the redline (Attachment 1 Exhibit A).

Planning Commission approval would still be required for the following (no change to these regulations proposed):

- a. Any new building construction (with the exception of minor additions not increasing the required parking within the C-G Zone);
- b. Any alcohol sales; and/or
- c. Outdoor elements.

The parking ordinance already covers the newly itemized uses as they fall under the already regulated categories of “indoor recreational entertainment” or “mixed-use commercial developments”. Additionally, the proposal strikes “parking lots” from the list of uses permitted by-right as parking is already required per Lomita Municipal Code based on the use associated with the parking.

Both the existing and upcoming General Plans support the proposed changes in several ways. First, the changes would expand investment opportunities and attract modern uses not yet contemplated by municipal codes across the region, allowing such a business in Lomita to become a regional draw and increase the number of visitors. Additionally, such

locations of recreational uses will likely expand patronage to nearby businesses, as people choose to visit a restaurant or other service before or after their recreation time.

CEQA

The proposal is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a “project” as defined by CEQA Guidelines Section 15378. The Zoning Text Amendment will specify commercial uses within a zoning district. In addition, adoption of the Zoning Text Amendment does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Further projects subject to the proposed Zoning Text Amendment will require a discretionary permit and CEQA review and will be analyzed at the appropriate time in accordance with CEQA and the City’s Municipal Code. The Zoning Text Amendment is further exempt from CEQA pursuant to Section 15301 (Existing Facilities) because the actions identified in the ordinance are limited to the specification of commercial uses not previously contemplated by the municipal code yet similar to permitted uses established by the municipal code. The Zone Text Amendment would not result in any expansion of existing commercial uses or of the public’s use of City right-of-way. Additionally, the Zone Text Amendment is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

FISCAL IMPACT

The legislative amendments are not expected to create additional revenue or additional expenses.

PUBLIC NOTICE

Notice of this hearing dated May 23, 2024, was published in the Daily Breeze Newspaper and posted at City Hall and Lomita Park.

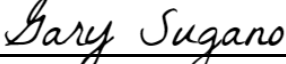
OPTIONS

1. Accept Planning Commission’s recommendation and introduce the ordinance on first reading and find the project exempt from the California Environmental Quality Act (CEQA).
2. Do not approve.
3. Provide alternate direction.

ATTACHMENTS

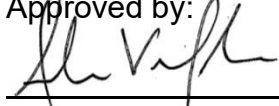
1. Proposed Ordinance
2. Redlined Changes to Lomita Municipal Code

Reviewed by:



Gary V. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Reviewed by:



Brianna Rindge
Community & Economic Development Director

ORDINANCE NO. 862

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), TO ADD INDOOR RECREATIONAL USES PERMITTED BY A CONDITIONAL USE PERMIT OR BY RIGHT WITHIN THE C-R (COMMERCIAL-RETAIL), C-G (COMMERCIAL-GENERAL), AND D-C (DOWNTOWN, COMMERCIAL) ZONING DISTRICTS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Section 1. Recitals.

- A. Per Section 11-1.45.01 of Lomita Municipal Code, the intent and purpose of the C-G (Commercial, General) Zoning District is to provide for regional commercial needs including intensive commercial activities and specialized service establishments that require a central location within a large urban population.
- B. Per Section 11-1.48.01 of Lomita Municipal Code (adopted by Ordinance No. 444), the intent and purpose of the C-R (Commercial-Retail) Zoning District is to provide for regional retail sale needs and limited service establishments.
- C. Per Section 11-1.49.01 of Lomita Municipal Code (adopted by Ordinance No. 595), the intent and purpose of the D-C (Downtown, Commercial) Zoning District is to promote the revitalization and development of the downtown area including a wide range of commercial retail, service, and entertainment uses.
- D. The City desires to amend Title XI of the Lomita Municipal Code to provide for the ability of indoor recreation uses to locate within the city either by-right or through a conditional use permit.
- E. On May 13, 2024, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2024-04, where public testimony was accepted on the item and recommended City Council approve the zoning text amendment and find the project exempt from the California Environmental Quality Act (CEQA).
- F. On June 4, 2024, the City Council held a duly noticed public hearing to consider the proposed text amendment.

Section 2. General Plan

This Ordinance's amendments to Title XI of the Lomita Municipal Code are consistent with, and in furtherance of, the City's adopted General Plan as they effectuate the following Policies of the General Plan.

- A. Economic Development Policy 1: The City will promote and support revitalization within the City's commercial districts.
- B. Economic Development Policy 2: The City will continue to encourage the development of prosperous tourist, commercial, and entertainment uses along Pacific Coast Highway.
- C. Economic Development Policy 3: The City will promote the improvement and revitalization of existing commercial areas and neighborhood shopping centers.
- D. Economic Development Policy 4: The City will encourage a balance of land uses within Lomita to meet the needs of residents and visitors.
- E. Economic Development Policy 5: The City will encourage a diversity of land uses and businesses within the City's commercial districts.
- F. Economic Development Policy 8: The City will strive to attract destination-oriented businesses that will stimulate commercial activity and investments in the community.
- G. Resource Management Policy 1: Lomita will work to expand recreational open space areas and facilities to meet current and projected needs of Lomita residents.
- H. Land Use Policy 2: The City will strive to promote the provision of schools, parks, and recreation areas to serve the residential neighborhoods.
- I. Land Use Policy 7: Commercial development and employment opportunities will be promoted to maintain a sound economic base and to stimulate investment in the City.
- J. Land Use Policy 9: The City will work to protect and promote property values by promoting the more efficient use of underutilized properties and structures consistent with the City's economic development.
- K. Land Use Policy 15: The City may allow the opportunity for new mixed use development within key commercial districts.
- L. Land Use Policy 17: The City will promote the maintenance and preservation of activities that contribute to the City's economic and employment base.
- M. Land Use Policy 19: The City will strive to develop a pedestrian downtown that is economically viable and promotes a wide range of activities.
- N. Circulation Element Policy 4: The City will be proactive in assessing the impact of future land uses and development on the local system.

Section 3. Environmental Review

The proposal is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a “project” as defined by CEQA Guidelines Section 15378. The Zoning Text Amendment will specify commercial uses within a zoning district. In addition, adoption of the Zoning Text Amendment does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Further projects subject to the proposed Zoning Text Amendment will require a discretionary permit and CEQA review and will be analyzed at the appropriate time in accordance with CEQA and the City’s Municipal Code. The Zoning Text Amendment is further exempt from CEQA pursuant to Section 15301 (Existing Facilities) because the actions identified in the ordinance are limited to the specification of commercial uses not previously contemplated by the municipal code yet similar to permitted uses established by the municipal code. The Zone Text Amendment would not result in any expansion of existing commercial uses or of the public’s use of City right-of-way. Additionally, the Zone Text Amendment is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 4. Zoning Amendments

Based on the foregoing, the City Council hereby approves the following amendments to the Lomita Municipal Code:

- A. Section 11-1.45.02 (“Principal uses permitted”) of Title XI of the Lomita Municipal Code is amended to read as follows:

“Sec. 11-1.45.02. Principal uses permitted.

Premises in Zone C-G may be used for the following principal uses:

- (1) Any use similar to the following uses which the commission finds to fall within the intent and purpose of this zone, that will not be more obnoxious or materially detrimental to the public welfare and which the commission finds to be of a comparable nature and of the same class as the uses enumerated in this section.
- (2) Automobile sales and rentals.
- (3) Bakery shops, including baking only when incidental to retail sales from the premises.
- (4) Bicycle, scooter and similar vehicle rentals.
- (5) Billiard and pool halls.

- (6) Blueprint shops.
- (7) Commercial printers.
- (8) Electric distribution substations including microwave facilities incorporated as a part of a public utility installation.
- (9) Employment agencies.
- (10) Glass edging, beveling and silvering in connection with the sale of mirrors and glass decorating furniture.
- (11) Horticultural nurseries, including the growing of nursery stock, but not including medical marijuana dispensaries, cannabis cultivation, or any other commercial cannabis activity.
- (12) Laboratories, medical or dental, not including medical marijuana dispensaries, cannabis cultivation, or any other commercial cannabis activity.
- (13) Locksmith shops.
- (14) Mail-order houses, not to include warehousing.
- (15) Manufacturer's agent, carrying no inventory other than samples.
- (16) Mimeographing and addressograph services.
- (17) Pet shops, household pets only.
- (18) Photography studios.
- (19) Post offices.
- (20) Restaurants and cafes not serving alcoholic beverages.
- (21) Sale of new and used merchandise at retail only.
- (22) Servicing of consumer electronic equipment and components repair.
- (23) Transient miniature kiddy rides of less than ten (10) pieces of equipment, not to exceed twenty-five (25) feet in height.
- (24) Truck sales and rental agencies.
- (25) Typewriter sales and incidental repairs.
- (26) Upholstery shops.

- (27) Veterinary outpatient clinics, household pets only, no animal to be kept overnight.
- (28) Watch repair shops.
- (29) Barber and beauty shops.
- (30) Civic center uses, banks, savings and loan and credit unions.
- (31) Cleaning and dyeing agencies, including incidental spotting, sponging, pressing and repairs.
- (32) Dental clinics, including laboratories in conjunction therewith.
- (33) Dry cleaning, self-service.
- (34) Laundries, self-service.
- (35) Markets and grocery stores not selling alcoholic beverages.
- (36) Shoe repair shops.
- (37) Medical clinics, including laboratories and prescription pharmacies in conjunction therewith, not including medical marijuana dispensaries, cannabis cultivation, or any other commercial cannabis activity.
- (38) Offices, business and professional.
- (39) Parks, public.
- (40) Gymnasiums and workout studios with a capacity of more than forty (40) people.
- (41) Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.
- (42) Course-based indoor recreation including escape rooms, mini-golf, laser tag, skating, trampoline parks, and obstacle courses.
- (43) Computer-based indoor recreation including virtual reality, esports, and arcade games.”

B. Section 11-1.45.05 (“Uses by conditional use permit”) of Title XI of the Lomita Municipal Code is amended to read as follows:

“Sec. 11-1.45.05. Uses by conditional use permit.

Premises in Zone C-G may be used for the following purposes, provided a conditional use permit has first been obtained, pursuant to the provisions of Article 70, "Zoning Ordinance Administration":

- (1) Automobile body and fender shops, repair, painting and upholstering, provided that such activity is conducted within an enclosed building and automobile repair garages, provided all operations are conducted within a building enclosed on three (3) sides.
- (2) Bakery goods distributor.
- (3) Bars and cocktail lounges, pursuant to Article 56 of the Lomita Zoning Code.
- (4) Brewpub as defined in Section 11-1.15.02(B) and pursuant to Article 56 (Alcoholic Beverages) of the Lomita Zoning Code.
- (5) Business and professional schools.
- (6) Car washes.
- (7) Drive-in restaurants.
- (8) Electrical, plumbing and contractors' shops.
- (9) Equipment rentals.
- (10) Extended day care centers.
- (11) Feed and grain sales.
- (12) Mortuaries.
- (13) Novelty retail or service specialty establishments purveying primarily novelties, curios, curiosa and related items.
- (14) Nursery schools.
- (15) Restaurants and cafes serving alcoholic beverages, pursuant to Article 56 of the Lomita Zoning Code.
- (16) Single-family residence: provided, however, that such is a legal nonconforming use or is being used under a conditional use permit at the time the application is filed, and provided further, that a conditional use permit granted under this provision shall be automatically revoked and terminated in the event of any change, substitution, addition or modification of the use of said premises, whether permitted in the zone or not.
- (17) Theaters (with a capacity of more than fifty (50) people).

- (18) Thrift stores subject to standards contained in Section 11-1.68.08.
- (19) Wholesale businesses.
- (20) Assembly halls, subject to the provisions of section 11-1.68.04.
- (21) Buildings exceeding thirty-five (35) feet in height.
- (22) Fueling service stations.
- (23) Hospitals.
- (24) Schools, and unless otherwise exempted by the school district, schools with a total school capacity of more than fifty (50) students (as determined by the department of building and safety) shall be subject to the development standards in section 11-1.68.04.
- (25) Bay-based indoor recreation including, but not limited to, bowling alleys, axe throwing alleys, darts alleys, and golf simulation.”

C. Section 11-1.48.02 (“Principal uses permitted”) of Title XI of the Lomita Municipal Code is amended to read as follows:

“Sec. 11-1.48.02. Principal uses permitted.

Premises in Zone C-R may be used for the following principal uses:

- (A) Any use similar to the following uses which the commission finds to fall within the intent and purpose of this zone that will not be more obnoxious or materially detrimental to the public welfare and which the commission finds to be of a comparable nature and of the same class as the uses enumerated in this section.
 - (1) Appliance stores.
 - (2) Antique shops.
 - (3) Auto parts (new and reconditioned).
 - (4) Bakeries (retail only).
 - (5) Banks and savings and loan institutions.
 - (6) Bicycle sales and rentals.
 - (7) Blueprinting shops.
 - (8) Camera sales and repair.

- (9) Clothing stores.
- (10) Computer equipment, sales and repair.
- (11) Confectionery stores.
- (12) Drug stores, not including medical marijuana dispensaries, cannabis cultivation, or any other commercial cannabis activity.
- (13) Fine art galleries (commercial).
- (14) Florist shops.
- (15) Food markets (excluding the sale of alcoholic beverages).
- (16) Furniture stores.
- (17) Hardware and home improvement stores, provided that all building materials, nursery stock, etc., are stored in an enclosed building.
- (18) Home furnishing stores.
- (19) Jewelry stores and incidental repair.
- (20) Meat stores.
- (21) Notions and dry goods stores.
- (22) Paint stores.
- (23) Pet shops (not including grooming and boarding).
- (24) Photo processing and print shops.
- (25) Printing and copying.
- (26) Restaurants and cafes (not serving alcoholic beverages).
- (27) Shoe stores.
- (28) Sporting goods stores.
- (29) Stationery and book stores.
- (30) Video and audio recording sales and rental.
- (31) Watch sales and repair.
- (32) Gymnasiums and workout studios with a capacity of more than forty (40) people.

- (33) Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.
- (34) Course-based indoor recreation including escape rooms, mini-golf, laser tag, skating, trampoline parks, and obstacle courses.
- (B) The following additional uses provided, however, that the ground floor area occupied by said use or uses may not exceed thirty (30) percent of the ground floor area on any lot or parcel of land where the total ground floor area exceeds five thousand (5,000) square feet.
 - (1) Barber shops.
 - (2) Beauty shops, including nail care.
 - (3) Laundry and dry cleaning agencies (not including laundromats or wholesale dry cleaning or laundry plants).
 - (4) Locksmiths.
 - (5) Offices, business and professional.
 - (6) Photography studios.
 - (7) Shoe repair.
 - (8) Tailors and dressmakers.
 - (9) Television and radio repair (not including automobile stereo installation).
 - (10) Theaters, movie.
 - (11) Upholstery shops (the front of the shop must be retail in appearance).
 - (12) Workout studios with a capacity of less than ten (10) total customers and staff members.
 - (13) Computer-based indoor recreation including virtual reality, esports, and arcade games.”

D. Section 11-1.48.04(A) (“Uses by conditional use permit”) of Title XI of the Lomita Municipal Code is amended to read as follows:

“Subsection (A) of Sec. 11-1.48.04. Uses by conditional use permit.

- (1) Automobile rental, with the following restrictions and requirements:
 - (a) All vehicles must be less than two (2) years old and maintained in good condition.

- (b) No automobile sales are permitted on the same premises without the planning commission's approval.
 - (c) No advertising is allowed on the rental vehicles except identification tags or decals permitted by the planning commission.
 - (d) No repairs or truck rentals are permitted.
 - (e) All rental vehicles must be stored on-site.
- (2) Automobile, boat, trailer and recreational vehicle sales, new and used, including servicing, mechanical repairs, painting, body and fender repair and rental when such uses are in conjunction with the primary use.
- (3) Brewery with tasting room as defined in Section 11-1.15.02(B) and pursuant to Article 56 (Alcoholic Beverages) of the Lomita Zoning Code.
- (4) Brewpub as defined in section 11-1.15.02(B) and pursuant to article 56 (Alcoholic Beverages) of the Lomita Zoning Code.
- (5) Fueling service stations that do not include servicing and repair facilities.
- (6) Fueling service stations with ancillary automated car-wash facilities that do not include servicing and repair facilities.
- (7) Hotels and motor inns, subject to architectural review by the planning commission. The establishment of these uses must, as a minimum, have in excess of thirty-five (35) units.
- (8) Hotels and motor inns, subject to architectural review by the planning commission and subject to the special development standards contained in section 11-1.68.07.
- (9) Outdoor storage or display provided that the planning commission shall require information on the specific materials to be stored or displayed and the following possible conditions:
 - (a) Screening fences or walls.
 - (b) Special setbacks relative to the materials stored or displayed.
 - (c) Time limits.
 - (d) Special regulations relative to access by trucks.
 - (e) Other conditions deemed necessary to protect the public health, safety, and welfare.

- (10) Packaged liquor stores exceeding three thousand (3,000) square feet in floor area provided that such use is not located closer than fifteen hundred (1,500) feet from another packaged liquor store, including food markets selling packaged liquor.
 - (11) Packaged liquor when ancillary to food sales, pursuant to Article 56 of the Lomita Zoning Code.
 - (12) Restaurants and cafes serving alcoholic beverages, pursuant to Article 56 of the Lomita Zoning Code.
 - (13) Theaters, movie (not covered under 11-1.48.02(B)).
 - (14) Thrift stores subject to standards contained in section 11-1.68.08.
 - (15) Bay-based indoor recreation including, but not limited to, bowling alleys, axe throwing alleys, darts alleys, and golf simulation.
 - (16) Workout studios with a capacity of less than ten (10) total customers and staff members games (not covered under 11-1.48.02(B)).
 - (17) Computer-based indoor recreation including virtual reality, esports, and arcade games (not covered under 11-1.48.02(B)).”
- E. Section 11-1. 49.02 (“Principal uses permitted”) of Title XI of the Lomita Municipal Code is amended to read as follows:

“Sec. 11-1.49.02. - Principal uses permitted.

Premises in zone D-C may be used for the following principal uses:

- (A) Any use similar to the following uses which the commission finds to fall within the intent and purpose of this zone that will not be more obnoxious or materially detrimental to the public welfare and which the commission finds to be of a comparable nature and of the same class as the uses enumerated in this section.
 - (1) Antique shops.
 - (2) Bakeries (retail only).
 - (3) Basic personal services including: barber/beauty shop, dry cleaner, nail/manicure shop, tailoring, and shoe repair. Permanent makeup is permitted as an ancillary use to a beauty or nail shop.
 - (4) Confectionery stores/ice cream parlors.
 - (5) Florist shops.

- (6) Permanent flower stand or news stand within the right-of-way subject to an encroachment permit or license agreement.
 - (7) Food markets (excluding the sale of alcoholic beverages).
 - (8) Restaurants and cafes (not serving alcoholic beverages).
 - (9) Retail sale and the ancillary service of merchandise. Not including home furnishing, or specialty home improvement stores.
- (B) The following additional uses located above the ground floor of the building in which they are located:
- (1) Office, business and professional, including medical.
 - (2) Personal improvement uses such as: music studio, tutoring, children's group classes, and dance/karate studio, with less than fifty (50) persons based upon occupant load as determined by building and safety.
 - (3) Computer-based indoor recreation including virtual reality, esports, and arcade games.
 - (4) Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.
 - (5) Workout studios with a capacity of less than ten (10) total customers and staff members."

F. Section 11-1. 49.04(A) ("Permitted uses by conditional use permit") of Title XI of the Lomita Municipal Code is amended to read as follows:

"Subsection (A) of Sec. 11-1.49.04. Permitted uses by conditional use permit

- (1) Brewpub as defined in section 11-1.15.02(B) and pursuant to article 56 (alcoholic beverages) of the Lomita Zoning Code.
- (2) Outdoor vending from a retail store: Flower, plant, or clothing sales in conjunction with sale of related products from a retail store.
- (3) Off-site sale of alcohol at service and retail establishments as an accessory use, and pursuant to article 56 of the Lomita Zoning Code.
- (4) Packaged liquor when ancillary to food sales, pursuant to article 56 of the Lomita Zoning Code.
- (5) Restaurants, bars, cocktail lounges, nightclubs and cafes serving alcoholic beverages, pursuant to article 56 of the Lomita Zoning Code.

- (6) Residential uses permitted under the mixed use overlay designation pursuant to section 11-1.58 of the Lomita Municipal Code.
- (7) Theaters, live stage and movie.
- (8) Wine stores and ancillary wine tasting, and pursuant to article 56 of the Lomita Zoning Code.
- (9) Bay-based indoor recreation including, but not limited to, bowling alleys, axe throwing alleys, darts alleys, and golf simulation.
- (10) Course-based indoor recreation including escape rooms, mini-golf, laser tag, skating, trampoline parks, and obstacle courses.
- (11) The following additional uses located on the ground floor of the building in which they are located:
 - (a) Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.
 - (b) Workout studios with a capacity of less than ten (10) total customers and staff members.
 - (c) Computer-based indoor recreation including virtual reality, esports, and arcade games.”

Section 5. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 6 . Effective Date

This ordinance shall take effect thirty (30) days after the date of its passage, and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED, AND ADOPTED, this ____ day of June, 2024.

Bill Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Sec. 11-1.45.02. Principal uses permitted.

Premises in Zone C-G may be used for the following principal uses:

- (1) Any use similar to the following uses which the commission finds to fall within the intent and purpose of this zone, that will not be more obnoxious or materially detrimental to the public welfare and which the commission finds to be of a comparable nature and of the same class as the uses enumerated in this section.
- ~~(2) Reserved.~~
- ~~(3)(2)~~ Automobile sales and rentals.
- ~~(4)(3)~~ Bakery shops, including baking only when incidental to retail sales from the premises.
- ~~(5)(4)~~ Bicycle, scooter and similar vehicle rentals.
- ~~(6)(5)~~ Billiard and pool halls.
- ~~(7)(6)~~ Blueprint shops.
- ~~(8) Repealed by Ord. No. 473, § 2, 1-7-91.~~
- ~~(9)(7)~~ Commercial printers.
- ~~(10)(8)~~ Electric distribution substations including microwave facilities incorporated as a part of a public utility installation.
- ~~(11)(9)~~ Employment agencies.
- ~~(12)(10)~~ Glass edging, beveling and silvering in connection with the sale of mirrors and glass decorating furniture.
- ~~(13)(11)~~ Horticultural nurseries, including the growing of nursery stock, but not including medical marijuana dispensaries, cannabis cultivation, or any other commercial cannabis activity.
- ~~(14)(12)~~ Laboratories, medical or dental, not including medical marijuana dispensaries, cannabis cultivation, or any other commercial cannabis activity.
- ~~(15)(13)~~ Locksmith shops.
- ~~(16)(14)~~ Mail-order houses, not to include warehousing.
- ~~(17)(15)~~ Manufacturer's agent, carrying no inventory other than samples.
- ~~(18)(16)~~ Mimeographing and addressograph services.
- ~~(19) Parking lots and parking buildings, pursuant to the provisions of Article 66 (Off-Street Parking, Storage and Loading).~~
- ~~(20)(17)~~ Pet shops, household pets only.
- ~~(21)(18)~~ Photography studios.
- ~~(22)(19)~~ Post offices.
- ~~(23)(20)~~ Restaurants and cafes not serving alcoholic beverages.
- ~~(24)(21)~~ Sale of new and used merchandise at retail only.
- ~~(25)(22)~~ Servicing of consumer electronic equipment and components repair.
- ~~(26) Skating rinks.~~
- ~~(27)(23)~~ Transient miniature kiddy rides of less than ten (10) pieces of equipment, not to exceed twenty-five (25) feet in height.
- ~~(28)(24)~~ Truck sales and rental agencies.
- ~~(29)(25)~~ Typewriter sales and incidental repairs.
- ~~(30)(26)~~ Upholstery shops.
- ~~(31)(27)~~ Veterinary outpatient clinics, household pets only, no animal to be kept overnight.
- ~~(32)(28)~~ Watch repair shops.
- ~~(33)(29)~~ Barber and beauty shops.
- ~~(34)(30)~~ Civic center uses, banks, savings and loan and credit unions.
- ~~(35)(31)~~ Cleaning and dyeing agencies, including incidental spotting, sponging, pressing and repairs.
- ~~(36)(32)~~ Dental clinics, including laboratories in conjunction therewith.
- ~~(37)(33)~~ Dry cleaning, self-service.
- ~~(38)(34)~~ Laundries, self-service.
- ~~(39)(35)~~ Markets and grocery stores not selling alcoholic beverages.
- ~~(40)(36)~~ Shoe repair shops.
- ~~(41)(37)~~ Medical clinics, including laboratories and prescription pharmacies in conjunction therewith, not including medical marijuana dispensaries, cannabis cultivation, or any other commercial cannabis activity.
- ~~(42)(38)~~ Offices, business and professional.
- ~~(39)~~ Parks, public.
- ~~(40) Gymnasiums and workout studios with a capacity of more than forty (40) people.~~
- ~~(41) Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.~~
- ~~(42) Course-based indoor recreation including escape rooms, mini-golf, laser tag, skating, trampoline parks, and obstacle courses.~~
- ~~(43) Computer-based indoor recreation including virtual reality, esports, and arcade games.~~

Sec. 11-1.45.05. Uses by conditional use permit.

Premises in Zone C-G may be used for the following purposes, provided a conditional use permit has first been obtained, pursuant to the provisions of Article 70, "Zoning Ordinance Administration":

~~(1) Reserved.~~

~~(2) Arcades.~~

~~(3)~~(1) Automobile body and fender shops, repair, painting and upholstering, provided that such activity is conducted within an enclosed building and automobile repair garages, provided all operations are conducted within a building enclosed on three (3) sides.

~~(4)~~(2) Bakery goods distributor.

~~(5)~~(3) Bars and cocktail lounges, pursuant to Article 56 of the Lomita Zoning Code.

~~(6)~~(4) Brewpub as defined in Section 11-1.15.02(B) and pursuant to Article 56 (Alcoholic Beverages) of the Lomita Zoning Code.

~~(7)~~(5) Business and professional schools.

~~(8)~~(6) Car washes.

~~(9) [Repealed by Ord. No. 519.]~~

~~(10)~~(7) Drive-in restaurants.

~~(11)~~(8) Electrical, plumbing and contractors' shops.

~~(12)~~(9) Equipment rentals.

~~(13)~~(10) Extended day care centers.

~~(14)~~(11) Feed and grain sales.

~~(15) Gymnasiums (with a capacity of more than fifty (50) people).~~

~~(16)~~(12) Mortuaries.

~~(17)~~(13) Novelty retail or service specialty establishments purveying primarily novelties, curios, curiosa and related items.

~~(18)~~(14) Nursery schools.

~~(19)~~(15) Restaurants and cafes serving alcoholic beverages, pursuant to Article 56 of the Lomita Zoning Code.

~~(20)~~(16) Single-family residence: provided, however, that such is a legal nonconforming use or is being used under a conditional use permit at the time the application is filed, and provided further, that a conditional use permit granted under this provision shall be automatically revoked and terminated in the event of any change, substitution, addition or modification of the use of said premises, whether permitted in the zone or not.

~~(20)~~(17) Theaters (with a capacity of more than fifty (50) people).

~~(21)~~(18) Thrift stores subject to standards contained in Section 11-1.68.08.

~~(22)~~(19) Wholesale businesses.

~~(23)~~(20) Assembly halls, subject to the provisions of section 11-1.68.04.

~~(24)~~(21) Buildings exceeding thirty-five (35) feet in height.

~~(25)~~(22) Fueling service stations.

~~(26)~~(23) Hospitals.

~~(27)~~(24) Schools, and unless otherwise exempted by the school district, schools with a total school capacity of more than fifty (50) students (as determined by the department of building and safety) shall be subject to the development standards in section 11-1.68.04.

~~(28)~~(25) Bay-based indoor recreation including, but not limited to, bowling alleys, axe throwing alleys, darts alleys, and golf simulation.

Sec. 11-1.48.02. Principal uses permitted.

Premises in Zone C-R may be used for the following principal uses:

(A) Any use similar to the following uses which the commission finds to fall within the intent and purpose of this zone that will not be more obnoxious or materially detrimental to the public welfare and which the commission finds to be of a comparable nature and of the same class as the uses enumerated in this section.

(1) Appliance stores.

(2) Antique shops.

(3) Auto parts (new and reconditioned).

(4) Bakeries (retail only).

(5) Banks and savings and loan institutions.

(6) Bicycle sales and rentals.

(7) Blueprinting shops.

(8) Camera sales and repair.

(9) Clothing stores.

(10) Computer equipment, sales and repair.

(11) Confectionery stores.

(12) Drug stores, not including medical marijuana dispensaries, cannabis cultivation, or any other commercial cannabis activity.

(13) Fine art galleries (commercial).

- (14) Florist shops.
- (15) Food markets (excluding the sale of alcoholic beverages).
- (16) Furniture stores.
- (17) Hardware and home improvement stores, provided that all building materials, nursery stock, etc., are stored in an enclosed building.
- (18) Home furnishing stores.
- (19) Jewelry stores and incidental repair.
- (20) Meat stores.
- (21) Notions and dry goods stores.
- (22) Paint stores.
- (23) Pet shops (not including grooming and boarding).
- (24) Photo processing and print shops.
- (25) Printing and copying.
- (26) Restaurants and cafes (not serving alcoholic beverages).
- (27) Shoe stores.
- (28) Sporting goods stores.
- (29) Stationery and book stores.
- (30) Video and audio recording sales and rental.

(31) Watch sales and repair.

(32) Gymnasiums and workout studios with a capacity of more than forty (40) people.

(33) Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.

(34) Course-based indoor recreation including escape rooms, mini-golf, laser tag, skating, trampoline parks, and obstacle courses.

(B) The following additional uses provided, however, that the ground floor area occupied by said use or uses may not exceed thirty (30) percent of the ground floor area on any lot or parcel of land where the total ground floor area exceeds five thousand (5,000) square feet.

- (1) Barber shops.
- (2) Beauty shops, including nail care.
- (3) Laundry and dry cleaning agencies (not including laundromats or wholesale dry cleaning or laundry plants).
- (4) Locksmiths.
- (5) Offices, business and professional.
- (6) Photography studios.

- (7) Shoe repair.
- (8) Tailors and dressmakers.
- (9) Television and radio repair (not including automobile stereo installation).
- (10) Theaters, movie.
- (11) Upholstery shops (the front of the shop must be retail in appearance).
- (12) Workout studios with a capacity of less than ten (10) total customers and staff members.
- (14) Computer-based indoor recreation including virtual reality, esports, and arcade games.

Subsection (A) of Sec. 11-1.48.04. Uses by conditional use permit.

- (1) Automobile rental, with the following restrictions and requirements:
 - (a) All vehicles must be less than two (2) years old and maintained in good condition.
 - (b) No automobile sales are permitted on the same premises without the planning commission's approval.
 - (c) No advertising is allowed on the rental vehicles except identification tags or decals permitted by the planning commission.
 - (d) No repairs or truck rentals are permitted.
 - (e) All rental vehicles must be stored on-site.
- (2) Automobile, boat, trailer and recreational vehicle sales, new and used, including servicing, mechanical repairs, painting, body and fender repair and rental when such uses are in conjunction with the primary use.
- (3) Brewery with tasting room as defined in Section 11-1.15.02(B) and pursuant to Article 56 (Alcoholic Beverages) of the Lomita Zoning Code.
- (4) Brewpub as defined in section 11-1.15.02(B) and pursuant to article 56 (Alcoholic Beverages) of the Lomita Zoning Code.
- (5) Fueling service stations that do not include servicing and repair facilities.
- (6) Fueling service stations with ancillary automated car-wash facilities that do not include servicing and repair facilities.
- (7) Hotels and motor inns, subject to architectural review by the planning commission. The establishment of these uses must, as a minimum, have in excess of thirty-five (35) units.

- (8) Hotels and motor inns, subject to architectural review by the planning commission and subject to the special development standards contained in section 11-1.68.07.
- (9) Outdoor storage or display provided that the planning commission shall require information on the specific materials to be stored or displayed and the following possible conditions:
 - (a) Screening fences or walls.
 - (b) Special setbacks relative to the materials stored or displayed.
 - (c) Time limits.
 - (d) Special regulations relative to access by trucks.
 - (e) Other conditions deemed necessary to protect the public health, safety and welfare.
- (10) Packaged liquor stores exceeding three thousand (3,000) square feet in floor area provided that such use is not located closer ~~than~~ than fifteen hundred (1,500) feet from another packaged liquor store, including food markets selling packaged liquor.
- (11) Packaged liquor when ancillary to food sales, pursuant to Article 56 of the Lomita Zoning Code.
- (12) Restaurants and cafes serving alcoholic beverages, pursuant to Article 56 of the Lomita Zoning Code.
- (13) Theaters, movie (not covered under 11-1.48.02(B)).
- (14) Thrift stores subject to standards contained in section 11-1.68.08.
- (15) Bay-based indoor recreation including, but not limited to, bowling alleys, axe throwing alleys, darts alleys, and golf simulation.
- (16) Workout studios with a capacity of less than ten (10) total customers and staff members games (not covered under 11-1.48.02(B)).
- (14) Computer-based indoor recreation including virtual reality, esports, and arcade games (not covered under 11-1.48.02(B)).

Sec. 11-1.49.02. - Principal uses permitted.

Premises in zone D-C may be used for the following principal uses:

- (A) Any use similar to the following uses which the commission finds to fall within the intent and purpose of this zone that will not be more obnoxious or materially detrimental to the public

welfare and which the commission finds to be of a comparable nature and of the same class as the uses enumerated in this section.

- (1) Antique shops.
- (2) Bakeries (retail only).
- (3) Basic personal services including: barber/beauty shop, dry cleaner, nail/manicure shop, tailoring, and shoe repair. Permanent makeup is permitted as an ancillary use to a beauty or nail shop.
- (4) Confectionery stores/ice cream parlors.
- (5) Florist shops.
- (6) Permanent flower stand or news stand within the right-of-way subject to an encroachment permit or license agreement.
- (7) Food markets (excluding the sale of alcoholic beverages).
- (8) Restaurants and cafes (not serving alcoholic beverages).
- (9) Retail sale and the ancillary service of merchandise. Not including home furnishing, or specialty home improvement stores.

- (B) The following additional uses located above the ground floor of the building in which they are located:

- (1) Office, business and professional, including medical.
- (2) Personal improvement uses such as: music studio, tutoring, children's group classes, ~~fitness center/health club~~, and dance/karate studio, with less than fifty (50) persons based upon occupant load as determined by building and safety.
- (3) Computer-based indoor recreation including virtual reality, esports, and arcade games.
- (4) Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.
- (2)(5) Workout studios with a capacity of less than ten (10) total customers and staff members.

Subsection (A) of Sec. 11-1.49.04. Permitted uses by conditional use permit

- (1) Brewpub as defined in section 11-1.15.02(B) and pursuant to article 56 (alcoholic beverages) of the Lomita Zoning Code.
- (2) Outdoor vending from a retail store: Flower, plant, or clothing sales in conjunction with sale of related products from a retail store.

- (3) Off-site sale of alcohol at service and retail establishments as an accessory use, and pursuant to article 56 of the Lomita Zoning Code.
- (4) Packaged liquor when ancillary to food sales, pursuant to article 56 of the Lomita Zoning Code.
- (5) Restaurants, bars, cocktail lounges, nightclubs and cafes serving alcoholic beverages, pursuant to article 56 of the Lomita Zoning Code.
- (6) Residential uses permitted under the mixed use overlay designation pursuant to section 11-1.58 of the Lomita Municipal Code.
- (7) Theaters, live stage and movie.
- (8) Wine stores and ancillary wine tasting, and pursuant to article 56 of the Lomita Zoning Code.
- (9) Bay-based indoor recreation including, but not limited to, bowling alleys, axe throwing alleys, darts alleys, and golf simulation.
- (10) Course-based indoor recreation including escape rooms, mini-golf, laser tag, skating, trampoline parks, and obstacle courses.
- (11) The following additional uses located on the ground floor of the building in which they are located:
 - (a) Workout studios with a capacity of ten (10) to forty (40) total class members and staff members per class.
 - (b) Workout studios with a capacity of less than ten (10) total customers and staff members.
 - (8)(c) Computer-based indoor recreation including virtual reality, esports, and arcade games