DATE: February 7, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Approval of the Conflict of Interest Code for the Inglewood Transit Connector Joint Powers Authority

RECOMMENDATION:
It is recommended that the Mayor and Council Members receive and approve the Inglewood Transit Connector (ITC) Joint Powers Authority (JPA) Conflict-of-Interest-Code to be effective upon adoption.

BACKGROUND:
The City of Inglewood and the Los Angeles County Metropolitan Transportation Authority have entered into a Joint Exercise of Powers Agreement to establish a separate public entity solely dedicated to undertaking and contracting with third parties for the planning, design, construction, financing, operations, and maintenance of the ITC. The ITC JPA was established as an independent local government agency on July 7, 2022.

The Political Reform Act (Government Code sections 81000, et seq.) requires each state and local government agency to adopt a Conflict of Interest Code. The Conflict of Interest Code is intended to help identify and prevent conflicts of interest by requiring public officials and employees in designated positions to disclose and report certain financial interests - i.e., where a job involves the making or participation in the making of a governmental decision that may foreseeably have a material effect on a financial interest.

Under the Political Reform Act, the Fair Political Practices Commission has promulgated a regulation, 2 California Code of Regulations section 18730, which sets forth a standard Conflict of Interest Code. Local agencies may incorporate the standard Conflict of Interest Code by reference.

Under the Government Code section 87303, each local public agency, including Joint Power Authorities, needs a “code reviewing body.” The code-reviewing body is the City for agencies with jurisdiction solely within the boundaries of a single city. Since the jurisdiction of the ITC JPA is solely within the boundaries of the City of Inglewood, the code-reviewing body is the City of Inglewood.
DISCUSSION:
The Conflict of Interest Code attached proposes that the JPA incorporate the standard Conflict of Interest Code as outlined in Title 2, California Code of Regulations, section 18730, including amendments duly adopted by the Fair Political Practices Commission. The proposed Conflict of Interest Code provides the rules for reporting financial interests, incorporates the rules for voting and recusal, and provides a list of the designated positions required to disclose financial interests and the associated financial interest disclosure categories.

Consistent with Political Reform Act requirements, under Section 4 of the proposed Conflict of Interest Code, designated officials shall file statements of economic interests (Form 700s) with the JPA filing official, who will make the statements available for public inspection and reproduction (California Government Code section 82008). The filing official will cause the statements to be retained by the ITC JPA.

The JPA Board of Directors approved the ITC JPA Conflict of Interest Code on September 14, 2022.

Local governmental agencies must have a Conflict of Interest Code in which individuals in designated positions are required to disclose financial interests at a level appropriate to their decision-making authority. Adopting a Conflict of Interest Code deters potential conflicts of interest, thereby averting misuse of public funds.

It is recommended that the Mayor and Council Members, serving as the JPA’s Code Reviewing Body, approve the Conflict of Interest Code for the ITC JPA to be effective upon adoption.

FINANCIAL/FUNDING ISSUES AND SOURCES:
There are no fiscal Impacts related to adopting this updated Conflict of Interest Code.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Inglewood Transit Connector Joint Powers Authority Conflict of Interest Code
Attachment No. 2 - Resolution for the Inglewood Transit Connector Joint Powers Authority Conflict of Interest Code and Conflict of Interest Guidelines

PREPARED BY:
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL:  
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
Attachment No. 1
INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY
CONFLICT OF INTEREST CODE

Terms of the Code

The Political Reform Act (Government Code sections 81000, et seq.) requires each state and local government agency to adopt a Conflict of Interest Code. Pursuant to the Political Reform Act, the Fair Political Practices Commission has promulgated a regulation, 2 California Code of Regulations section 18730, which sets forth a standard Conflict of Interest Code. The standard Conflict of Interest Code may be incorporated by reference by local agencies and may be amended from time to time by the Fair Political Practices Commission to conform to amendments to the Political Reform Act.

The standard Conflict of Interest Code as set forth in Title 2, California Code of Regulations, section 18730, and any amendments thereto duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. The standard Conflict of Interest Code, together with Exhibits "A" and Exhibit "B" attached hereto, in which positions are designated and the disclosure categories are specified, shall constitute the Conflict of Interest Code of the Inglewood Transit Connector Joint Powers Authority ("JPA").

Pursuant to section 4 of the standard Conflict of Interest Code, designated employees shall file statements of economic interests with the JPA filing official, who will make the statements available for public inspection and reproduction (California Government Code section 82008.) The filing official will cause the statements to be retained by the JPA.
Exhibit A
CONFLICT OF INTEREST CODE
DESIGNATED POSITIONS

Inglewood Transit Connector Joint Powers Authority ("JPA")

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*Consultants to the JPA shall be subject to disclosure under Category 1, subject to the following limitation:

The JPA may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the JPA Chief Executive Officer may designate a different disclosure requirement. Such designation must be made in writing and shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of the disclosure requirements. The JPA's designation must be filed, in advance of disclosure by the consultant, with the JPA's conflict of interest code and must be delivered to the consultant along with a copy of the conflict of interest code and the manual and forms for disclosure (FPPC Form 700). The designation is a public record and shall be retained for public disclosure in the same manner and location as this conflict of interest code. (California Government Code section 81008.)

Officials Who Manage Public Investments

It has been determined that there are currently no officials who manage public investments for the JPA. If and when officials are appointed to manage public investments for the JPA, this Conflict of Interest Code will be updated, and those officials will file a Statement of Economic Interests pursuant to Government Code sections 87200 et seq.
Exhibit B

CONFLICT OF INTEREST CODE
DISCLOSURE CATEGORIES

Inglewood Transit Connector Joint Powers Authority ("JPA")

"Investment" means a financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the City, are planning to do business in the City, or have done business during the previous two years in the City.

"City" means the City of Inglewood.

Category 1

All interests in real property in the City or not more than two (2) miles outside the City, as well as investments, business positions, and sources of income (including gifts, loans and travel payments).

Category 2

All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, equipment (including training and consulting services) used by the JPA.

Category 3

All investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, equipment (including training and consulting services) used by the designated position's department.
RESOLUTION NO. 22-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY APPROVING CONFLICT OF INTEREST CODE AND CONFLICT OF INTEREST GUIDELINES.

WHEREAS, the Inglewood Transit Connector Joint Powers Authority (JPA) was established on July 7, 2022 pursuant to the Joint Exercise of Powers Act, Government Code sections 6500 et. seq., and a Joint Exercise of Powers Agreement; and

WHEREAS, WHEREAS, the Political Reform Act (Government Code Sections 81000, et seq.) requires state and local government agencies to adopt Conflict of Interest Codes, and pursuant to the Political Reform Act, the Fair Political Practices Commission has promulgated a regulation, (2 Cal. Admin. Code Section 18730) which sets forth a standard Conflict of Interest Code that may be incorporated by reference by local agencies; and

WHEREAS, it has been determined that it is in the best interest of the JPA to adopt the standard Conflict of Interest Code; and

WHEREAS, it also has been determined that it is in the best interest of the JPA to adopt a resolution establishing Conflict
of Interest Guidelines for the ITC project to provide a needed framework for the JPA's use of alternative procurement approaches to contracting for services for the ITC, consistent with local, state and federal laws; and

WHEREAS, the JPA has been presented with a Conflict of Interest Code that will comply with the requirements of the Political Reform Act, facilitate identification of potential organizational conflicts of interest, and provide a process for addressing any actual, potential or perceived conflicts of interest in a manner consistent with applicable federal, state and local law.

NOW THEREFORE, BE IT RESOLVED by the Inglewood Transit Connector Joint Powers Authority, as follows:

SECTION 1. The foregoing recitals are true and correct, and incorporated herein by this reference.

SECTION 2. The Resolution approving Conflict of Interest Code and Conflict of Interest Guidelines, included herewith as Attachments 2 and 3 respectively, is hereby approved and effective upon adoption.

PASSED, APPROVED, and ADOPTED this 14th day of September 2022.

Mike Bohlke
CHAIR

ATTEST:

Aisha L. Thompson
Board Secretary
APPROVED AS TO FORM:

Alfred Smith
LEGAL COUNSEL
ATTACHMENT 2

INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY
CONFLICT OF INTEREST CODE

Terms of the Code

The Political Reform Act (Government Code sections 81000, et seq.) requires each state and local government agency to adopt a Conflict of Interest Code. Pursuant to the Political Reform Act, the Fair Political Practices Commission has promulgated a regulation, 2 California Code of Regulations section 18730, which sets forth a standard Conflict of Interest Code. The standard Conflict of Interest Code may be incorporated by reference by local agencies and may be amended from time to time by the Fair Political Practices Commission to conform to amendments to the Political Reform Act.

The standard Conflict of Interest Code as set forth in Title 2, California Code of Regulations, section 18730, and any amendments thereto duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. The standard Conflict of Interest Code, together with Exhibits "A" and Exhibit "B" attached hereto, in which positions are designated and the disclosure categories are specified, shall constitute the Conflict of Interest Code of the Inglewood Transit Connector Joint Powers Authority ("JPA").

Pursuant to section 4 of the standard Conflict of Interest Code, designated employees shall file statements of economic interests with the JPA filing official, who will make the statements available for public inspection and reproduction (California Government Code section 82008.) The filing official will cause the statements to be retained by the JPA.
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It has been determined that there are currently no officials who manage public investments for the JPA. If and when officials are appointed to manage public investments for the JPA, this Conflict of Interest Code will be updated, and those officials will file a Statement of Economic Interests pursuant to Government Code sections 87200 et seq.
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ATTACHMENT 3

INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY
CONFLICT OF INTEREST GUIDELINES FOR ALTERNATIVE DELIVERY PROJECTS

Purpose

These Conflict of Interest Guidelines ("Guidelines") prescribe the ethical standards of conduct applicable to persons entering into contracts with the Inglewood Transit Connector Joint Powers Authority ("JPA") for the Inglewood Transit Connector Project ("Project"). The Guidelines are intended to comply with state and federal requirements for addressing personal and organizational conflicts of interest. The Guidelines establish procedures for identifying, documenting, eliminating, or sufficiently mitigating instances where personal or organizational conflicts of interest may exist.

The Guidelines are consistent with the alternative delivery conflict of interest guidelines adopted by the City of Inglewood on November 16, 2021. In addition, the Guidelines are intended to comply with the Federal Transit Administration's ("FTA") requirements for addressing personal conflicts of interest as set forth in its Master Agreement and Circular 4220.1F, "Third Party Contracting Guidance."

The Guidelines have also been developed by the JPA for application with respect to future participation by Contractors on the Project in accordance with the FTA's requirements for addressing organizational conflicts of interest as set forth in its Master Agreement and Circular 4220.1F.

The Guidelines are intended to accomplish the following goals:

1. Promote integrity, transparency, competitiveness and fairness in the JPA's procurements and contracts for the Project;

2. Prevent entities or individuals who participate in the Project (e.g., bidders and proposers) from obtaining or appearing to obtain an unfair competitive advantage with respect to the JPA's procurements and contracts for the Project;

3. Provide guidance to enable Contractors to make informed decisions while conducting business with the JPA related to the Project; and

4. Protect the validity of the JPA's contracts, confidential and sensitive information concerning the Project, and other JPA interests related to the Project.

The JPA retains the ultimate and sole discretion to determine on a case-by-case basis whether a Personal Conflict of Interest or an Organizational Conflict of Interest (each as defined below) exists, and what actions may be appropriate to avoid, neutralize or mitigate any actual or potential Personal Conflict of Interest or Organizational Conflict of Interest or the appearance thereof. The JPA reserves the right to: (i) require any Contractor to take any action necessary to remove any conflict of interest; or (ii) terminate or amend any contract with the Contractor if, in the reasonable opinion of the JPA, any such personal or business relationship would constitute, or have the potential to create, a conflict of interest that cannot be remedied.
Examples of conflict of interest requirements include but are not limited to: (a) the requirements of the California Political Reform Act and regulations promulgated by the California Fair Political Practices Commission; (b) rules of conduct established by the California Board for Professional Engineers and Land Surveyors\(^1\) State Bar of California\(^2\) and California Board of Accountancy \(^3\); and (c) rules and requirements that may be included in requests for qualifications, requests for proposals or solicitations from the JPA respecting the Project.

II. Definitions

1. An "Affiliate" of a Contractor is:

A. Any shareholder, member, partner or joint venture member of the Contractor;

B. Any person or entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Contractor or any of its shareholders, members, partners or joint venture members;

C. Any entity for which ten percent or more of the equity interest in such entity is held directly or indirectly, beneficially or of record by (i) the Contractor, (ii) any of the members, partners or joint venture members of the Contractor, or (iii) any Affiliate of the Contractor under clause (B) of this definition; and

D. Any entity for which ten percent or more of the equity interest in such entity is held directly or indirectly, beneficially or of record by any of Contractor's shareholders other than shareholders whose only interest in Contractor is in the form of publicly traded stock.

For purposes of this definition the term "control" shall mean the possession, directly or indirectly, of the power to cause the direction of the management of an entity, whether through voting securities, by contract, family relationship or otherwise.

2. "Contractor" means any person or legal entity retained by the JPA to perform work or services on or for the benefit of the Project, or proposing to perform such work or services, including joint venture members and general partners of any such entity; any subcontractor of such person or legal entity (at all tiers); and each individual employee of such person, legal entity or subcontractor. This term includes, without limitation, any person or legal entity performing or proposing to perform professional or consulting services on or for the benefit of the Project.

3. "Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Contractor's ability to render impartial assistance or advice to the JPA or of its objectivity in performing work for the JPA, (ii) an unfair competitive advantage for any Contractor bidding or proposing on a JPA procurement for the Project through obtaining access to nonpublic information during

\(^1\) California Code of Regulations, Title 16, Division 5, Article 4, Sections 475 and 476.

\(^2\) State Bar of California, Rules of Professional Conduct, Rules 3-300 and 3-310.

\(^3\) California Code of Regulations, Title 16, Division 1, Article 9.
the performance of an earlier contract; or (iii) the Contractor establishing the ground rules for a future procurement by developing specifications, evaluation criteria, or similar documents during the performance of a current or earlier contract.

4. "Personal Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Contractor's ability to render impartial assistance or advice to the JPA or of its objectivity in performing work for the JPA, (ii) unfair competitive advantage for any Contractor bidding or proposing on a JPA procurement for the Project; or (iii) a perception or appearance of impropriety with respect to any of the JPA's procurements or contracts for the Project or a perception or appearance of unfair advantage with respect to a procurement for the Project by the JPA (regardless of whether any such perception is accurate).

5. "Procurement Services" means services provided by a Contractor for the benefit of the JPA for the Project relating to any or all of the following:

A. Development of a procurement strategy and/or approach to risk allocation;

B. Development and preparation of procurement documents, including requests for qualifications, requests for proposals, invitations for bids, contract documents and technical specifications, but excluding development and preparation of preliminary design reports or similar "low level" documents for incorporation by others into a procurement package;

C. Development of evaluation criteria, processes or procedures;

D. Administration of a procurement;

E. Evaluation of procurement submittals by Contractors (e.g., qualification submittals, proposals, etc.);

F. Negotiation of a contract; and

G. Advising the JPA in any other aspect of a procurement that the JPA determines, in its sole discretion, should be considered Procurement Services.


iii. Applicability

1. These Guidelines apply to all Contractors that have entered into, or wish to enter into, contracts with the JPA to perform work or services on or for the benefit of the Project.

2. To the extent that the JPA has previously consented in writing to the performance of work or services by a Contractor that would not have been permitted under these Guidelines, the JPA's use of these Guidelines does not modify or alter the prior
consent. The foregoing does not, however, mean that the JPA is required to consent to Contractor’s participation in future proposals or contracts.

IV. Federal and State Requirements

The JPA intends to pursue federal funding for the Project and, as such, is subject to the Personal Conflicts of Interest and Organizational Conflicts of Interest requirements set forth in FTA’s Master Agreement and Circular 4220.1F, in addition to requirements set forth in State and local law and ordinances.

1. Personal Conflicts of Interest

The JPA must comply with certain California laws and regulations, including, without limitation, Government Code §§1090 and 87100 et seq. (the “Conflict of Interest Laws”).

Similarly, the FTA requires that any of the following individuals who have a present or potential financial interest or other significant interest (such as employment) in the selection, award, or administration of a contract are prohibited from (i) engaging in any activities involving any Contractor, including selection, award, or administration of the contract, and (ii) accepting a gratuity, favor, or anything of monetary value from a Contractor:

A. Any public official, employee, or agent of the JPA;
B. Any immediate family members or partners of any public official, employee, or agent of the JPA; and
C. Any entity or organization that employs or is about to employ any person identified in subsections (A) or (B) above.

It is the responsibility of each Contractor to ensure compliance with the Conflict of Interest Laws and these Guidelines and avoid any conduct which might result in or give the appearance of creating for public officials, employees, or agents of the JPA any conflicts of interest or favoritism or any conduct which might result in a public official, employee, or agent failing to comply with the Conflict of Interest Laws or the relevant provisions of the FTA’s Master Agreement. A Contractor’s non-compliance with the terms of the Conflict of Interest Laws or these Guidelines may render the Contractor ineligible for participation in the JPA’s procurements and contracts.

Nothing in these Guidelines is intended to limit, modify, supersede or otherwise alter the effect of applicable laws and regulations or other relevant federal, State, or local regulations, statutes or rules, and the JPA will apply these Guidelines consistent with those laws and regulations to the extent required by law.

2. Organizational Conflicts of Interest

Under federal law, recipients of aid from the United States Department of Transportation (“U.S. DOT”) must conduct procurement transactions in a way that provides “full and open competition
as determined by the Secretary. 

Office of Management and Budget ("OMB") regulations applicable to procurements by third-party grantees of the U.S. DOT provide that "contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements," and list organizational conflicts of interest as among "the situations considered to be restrictive of competition."  

FTA guidance provides that an organizational conflict of interest can arise when a contractor: (i) is unable to provide impartial or objective assistance to the agency; (ii) has unequal access to non-public information; or (iii) has been allowed to establish biased ground rules. 

FTA requirements prohibit both real and apparent conflicts of interest. FTA's "Best Practices Procurement Manual" instructs FTA grantees to determine whether an apparent conflict of interest exists based on whether a reasonable person with all the material facts would believe there appears to be a conflict. For the purposes of these Guidelines, any reference to an Organizational Conflict of Interest refers to the appearance of an Organizational Conflict of Interest as well unless specifically noted otherwise.

V. Conflicts of Interest Disclosure

1. Obligation to Disclose

Subject to the written requirements established by the JPA for a particular procurement, any Contractor having or potentially having a Personal Conflict of Interest and/or an Organizational Conflict of Interest shall promptly disclose the matter to the JPA on the form included in Exhibit 1 and at the following address:

Inglewood Transit Connector Joint Powers Authority
1 Manchester Boulevard
Inglewood, CA 90301
Attention: Chief Executive Officer

The disclosure must contain a detailed description of: (i) the facts and circumstances giving rise to the actual or potential Personal Conflict of Interest and/or Organizational Conflict of Interest; and (ii) any efforts the Contractor has taken or proposes to take to mitigate the conflict. The procurement documents or contract may provide supplemental disclosure requirements. The failure to disclose any actual, perceived or potential Personal Conflict of Interest or Organizational Conflict of Interest may result in serious consequences to the Contractor and its Affiliates.

Upon receipt of a disclosure, the JPA will review the matter and, in accordance with these Guidelines, advise the Contractor in writing whether it has a Personal Conflict of Interest and/or an Organizational Conflict of Interest with respect to its participation in a procurement or

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5 2 C.F.R. § 200.319(a).
6 FTA Circular 4220.1 F, Chapter VI, Section 2.a(4)(h). See also FTA's "Best Practices Procurement Manual," Section 2.6, "An organizational conflict of interest occurs where a contractor is unable, or potentially unable, to render impartial assistance or advice to the recipient due to activities, relationships, contracts, or circumstances which may impair the contractor's objectivity; or a contractor has an unfair competitive advantage."
performance of a contract with the JPA for the Project, as well as mitigation efforts, if any in accordance with Section IX below. The JPA may request additional information to assist its review and may, at its discretion, conduct additional research or conduct meetings to gain supplemental information.

2. Request for Review

Following any decision by the JPA, a Contractor may request that the JPA review its decision that a Personal Conflict of Interest and/or an Organizational Conflict of Interest exists with respect to such Contractor’s participation in a procurement or performance of a contract with the JPA for the Project. Any request for review of the JPA’s decision shall contain additional information relevant to the JPA’s decision and shall be submitted within three business days after the date of the JPA’s written decision by email to: latwell@cityofinglewood.org. The JPA will review all facts of the request for review and will make a final determination. The JPA will use its best efforts to advise the Contractor of its decision within five business days of receipt of the request for review. If the matter requires further evaluation, the JPA will notify Contractor in writing of the extended review period. A final written decision will be issued by the JPA upon final review of the matter. Any decision made by the JPA on a review of the JPA’s determination that a Personal Conflict of Interest and/or an Organizational Conflict of Interest exists shall be made by the JPA in its sole discretion and shall be final and binding on Contractor.

3. Application of Guidelines to Employees

If the JPA determines that a potential or actual Organizational Conflict of Interest exists for a particular Contractor, the Organizational Conflict of Interest shall also apply to any employee of such Contractor that has participated in a material way in the performance of work or services giving rise to the JPA’s determination. If such person leaves the Contractor’s employment, the potential or actual Organizational Conflict of Interest shall continue to apply to such person in the same manner as it applies to the Contractor. The JPA’s Organizational Conflict of Interest determination shall not apply to the person’s new employer provided the new employer is not an Affiliate of the original employer and the new employer adopts and implements safeguards and mitigation measures satisfactory to the JPA in the JPA’s sole discretion (e.g., implementation of an ethical wall).

VI. On-Going Obligation to Disclose

A Personal Conflict of Interest or an Organizational Conflict of Interest may arise at any time, and a Contractor’s obligation to disclose is ongoing. Contractors participating in contracts with the JPA for the Project and bidding/proposing on JPA contracts for the Project shall use all reasonable efforts to arrange their affairs so as to prevent Personal Conflicts of Interest or Organizational Conflicts of Interest from arising. Contractors should undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual, perceived or potential Personal Conflicts of Interest or Organizational Conflicts of Interest have arisen.

Each Contractor shall consider whether disclosure is required in connection with new hires, changes in the company’s board of directors, mergers, and new business relationships including joint ventures and contractor/subcontractor relationships. Due to the potential for conflicts that could result in a JPA contract for the Project being deemed invalid and void, the JPA is particularly concerned about Contractor’s relationships with current and former JPA employees.
A Contractor must immediately inform the JPA if it is negotiating to hire, has made an offer of employment to, or has actually hired an existing or former JPA employee.

Contractors whose responsibilities to the JPA include review, supervision or oversight of work by other entities should pay careful attention to their relationships with the other entities and their Affiliates and should take care to avoid relationships with such other entities that would give rise to a Personal Conflict of Interest or an Organizational Conflict of Interest. Due diligence should extend to investigation of past relationships and, if the Contractor is a corporate entity, to officers or directors of the Contractor. A Contractor is not allowed to be the JPA’s agent for review, approval, or acceptance of its own work product. If a Contractor becomes aware of an actual, perceived or potential Personal Conflict of Interest or Organizational Conflict of Interest at any time during its participation in a procurement or performance of a contract, the Contractor shall promptly disclose the matter as described herein.

VII. Failure to Comply

If the JPA determines, in its sole discretion, that a Contractor has failed to comply with these Guidelines in any respect (including any failure to disclose an actual, perceived or potential Personal Conflict of Interest or Organizational Conflict of Interest), the JPA may, among other things, take the following actions:

1. Preclude and/or disqualify the Contractor and its Affiliates, as well as any other persons or legal entities on the Contractor's team, from participation in the JPA's procurements for the Project;

2. Require the Contractor and its Affiliates, as well as any other persons or legal entities on the Contractor's team, to implement mitigating measures; and/or

3. Amend or terminate for breach the contract under which the Contractor is performing work for the JPA.

If the JPA terminates a contract as specified above, it will have no obligation, responsibility or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor, its Affiliates or other team members. Additionally, the JPA shall be entitled to recover any and all payments made to the Contractor subsequent to the date when the Contractor became aware of or should have become aware of the existence of the Personal Conflict of Interest or Organizational Conflict of Interest.

VIII. Conflict of Interest Standards Applicable to Environmental Contractors

Contractors responsible for preparing documents under the California Environmental Quality Act are required to comply with all State laws and regulations applicable to such services, including requirements relating to organizational conflicts of interest.

IX. Factors to Consider

In making any determination, the JPA may consider all applicable circumstances and factors such as whether any Personal Conflict of Interest or Organizational Conflict of Interest is of an indirect, remote, or de minimis nature and whether there are sufficient qualified and skilled entities available. The JPA may also decide that there are sound reasons in the public interest that would allow a Personal Conflict of Interest or Organizational Conflict of Interest to be
waived or mitigated through, for example, the implementation of suitable safeguards to mitigate any conflict of interest. These safeguards may include without limitation, ethical walls and procedures for segregation of personnel and information.

1. Relevance or Materiality of the Information

   A. This factor may include considering whether the Contractor has in its possession information that will not and should not be made public or disclosed to other participants in the procurement, as the case may be, or that will give an unfair advantage to the Contractor, including the following:

      (i) Planning, budgetary, or business information;

      (ii) The JPA’s strategies, tactics, plans, alternatives or other inside information concerning the procurement; or

      (iii) Information prepared for use by the JPA for the purpose of evaluating proposals, for defining the scope of work, or for determining terms, conditions or specifications.

   B. This factor may include considering the "age" of the information, including whether the length of time between the acquisition of the information, combined with interim developments within a project (e.g., transaction structure, design, etc.), is sufficient to render the information irrelevant, immaterial, or of little or no value.

   C. This factor may include considering the extent to which the information is or will be available to other participants in the procurement and the time other participants had or will have to analyze and assimilate the information.

2. Materiality of the Relationship

   A. This factor may involve considering whether the subject relationship involves branch offices or a parent company of the Contractor, and the degree of separation of work teams and information between the offices and companies.

   B. This factor may include considering the substance of a subject relationship, including whether the relationship is so indirect or remote that an actual or perceived Personal Conflict of Interest or Organizational Conflict of Interest is sufficiently mitigated (e.g., no effective risk of passing or use of confidential information or bias in the discharge of functions).

3. Resources and Expertise

   A. This factor may include considering the expertise required to undertake the subject work and the availability of suitably qualified and skilled Contractors.

   B. This factor may include considering the magnitude of the resources required to deliver the Project in a timely manner.

4. Professional Governing Body Rules – Common Law
A. This factor may include considering the rules that are put in place by professional or other governing bodies regarding actual and perceived Personal Conflicts of Interest or Organizational Conflicts of Interest and determining whether delivery of a certification or acknowledgement by a prospective Contractor or Contractor of its compliance with any such rules would be sufficient mitigation.

B. This factor may include obtaining the advice of any such professional or governing body to the participation of a Contractor.

C. This factor may include considering the case law relevant to Personal Conflict of Interest or Organizational Conflict of Interest matters.

X. Safeguards and Mitigation Efforts

If the JPA, after considering the relevant factors set forth in Section IX above, including case-specific factors, as well as any disclosure required under Section V.1. above, is of the view that a Contractor should be permitted to participate or to continue to participate in a particular procurement or contract, then the JPA, in its sole discretion may require the Contractor to implement suitable safeguards, including those described below, to mitigate any Personal Conflict of Interest or Organizational Conflict of Interest.

1. The JPA may require a Contractor to establish ethical walls and related safeguards and procedures, including the segregation of persons and information within a Contractor firm or company, thereby allowing the Contractor firm or company to participate or continue to participate in the Project.

   A. Segregated persons may include those who were involved in an earlier phase or in work associated with or relevant to the Project.

   B. Segregated information may include confidential information obtained as a result of a Contractor's or prospective Contractor's former contracts with the JPA or confidential information obtained from former or current JPA employees.

2. The JPA may require assurances or demonstration of the type of ethical walls and the effectiveness of the ethical walls.

3. The JPA may require information (including in affidavit form) as to when ethical walls were put into place, how they operate, and whether there is any form of notification within the subject firm or company of their existence.

4. The JPA may audit, or direct others to audit on its behalf, for compliance with ethical walls and related safeguards and procedures.

5. The JPA may require such other safeguards or mitigation measures as it deems appropriate to address a specific instance of a Personal Conflict of Interest or an Organizational Conflict of Interest.

XI. Confidentiality

The JPA recognizes that certain information submitted to the JPA in connection with a disclosure or a request for JPA approval hereunder may be considered by the submitting party
to constitute confidential information that is exempt from disclosure under the Public Records Act. In such event, the submitting party shall be responsible for clearly and conspicuously identifying the information as “CONFIDENTIAL INFORMATION SUBMITTED PURSUANT TO THE CONFLICT OF INTEREST GUIDELINES FOR THE INGLEWOOD TRANSIT CONNECTOR PROJECT.” Each Contractor submitting information pursuant to the Guidelines should contact its own legal counsel concerning the Public Records Act and its application to the submitting party’s own circumstances.

The JPA intends to maintain confidentiality of information submitted hereunder to the extent permitted by applicable law. If the JPA is asked, while a procurement for a Project contract is pending, to disclose any material marked confidential that was submitted in connection with that procurement, the JPA will endeavor to notify the submitting party of the request. If any litigation is filed, the JPA’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. In no event shall the JPA, or any of its agents, representatives, consultants, directors, officers or employees, be liable to a submitting party for the disclosure of any information submitted hereunder.

XII. Excluded Entities and Individuals

These Guidelines are applicable to procurements related to the Project with respect to Personal Conflicts of Interest and Organizational Conflicts of Interest. The following persons and Contractors may not participate in procurements related to the Project. In some cases Contractors are subject to more than one of these rules:

1. Any person who is found to have a Personal Conflict of Interest that cannot be mitigated.

2. Contractors that are unable or potentially unable to provide impartial assistance to the JPA, or whose objectivity in performing the contract is or might be otherwise impaired, due to other activities, relationships, contracts, or circumstances.

3. Contractors that have an unfair competitive advantage, including through access to nonpublic information that cannot be made public, and the unfair advantage cannot otherwise be cured.

4. Contractors that have developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals or otherwise have helped establish the ground rules for the procurement.

5. Contractors whose participation would create the appearance of a conflict of interest.

6. Contractors that are precluded from participation due to the terms of a prior procurement or contract.
Exhibit 1

Inglewood Transit Connector Disclosure Form
Conflicts of Interest

This Form will be used by the Inglewood Transit Connector Joint Powers Authority ("JPA") to assist in the determination of whether a personal conflict of interest and/or an organizational conflict of interest exists with respect to a Contractor, and whether the conflict would result in that Contractor being precluded from being a participant in a procurement related to the Inglewood Transit Connector Project (the "Project") or whether any conflict could be waived, avoided, neutralized, or mitigated. Capitalized terms shall have the same meaning as set forth in the Conflict of Interest Guidelines (the "Guidelines").

This Form may be supplemented with additional materials as necessary to fully and completely respond to the issues that are presented. This Form may be copied and reproduced as necessary.

Capitalized terms used in this Form are defined in Section II of the Guidelines.

All information submitted to the JPA is submitted under penalty of perjury and will be considered a public record unless it is specifically exempted from disclosure under federal or State law.

1. Name of Contractor: ____________________________

2. Proposed role on the Project: ____________________________

3. Does the Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) result in: (a) impairment or potential impairment of the Contractor's ability to render impartial assistance or advice to the JPA or of its objectivity in performing work for the JPA, (b) an unfair competitive advantage for the Contractor bidding or proposing on a JPA procurement for the Project; or (c) a perception or appearance of impropriety with respect to any of the JPA's procurements or contracts for the Project or a perception or appearance of unfair advantage with respect to a procurement for the Project by the JPA (regardless of whether any such perception is accurate)? Explain.

4. Prior experience related to the Project (be as specific as possible): ____________________________

5. Does the Contractor or did the Contractor have a contract with the JPA related to the Project?______________________________
6. Is the Contractor or was the Contractor a subcontractor or subconsultant to an organization that has or had a contract with the JPA related to the Project? Identify the organization(s) and the contract(s).

[Blank space]

7. Does the contract or subcontract or did the contract or subcontract contain any language on personal and/or organizational conflicts of interest or did it address the entity's involvement in future work related to the Project in any way?

[Blank space]

8. What does (did) the language provide? Attach specific provisions.

[Blank space]

9. Is there any reason that the Contractor is or might be unable, or potentially unable, to provide impartial and objective assistance or advice to the JPA due to other activities, interests, relationships, contracts, or circumstances? Explain.

[Blank space]

10. To the best of the Contractor's knowledge, after diligent inquiry, are any of its directors, officers, owners, or employees unable, or potentially unable, to provide impartial and objective assistance or advice to the JPA due to other activities, interests, relationships, contracts or circumstances?

[Blank space]

11. Is the Contractor in possession of any information related to the Project as a result of previous involvement in the Project that is not generally available to the public? Explain.

[Blank space]

12. Does the Contractor believe that it has or may have an unfair competitive advantage through its possession of nonpublic information or for any other reason? Explain.

[Blank space]

13. Has the Contractor established or been involved in the establishment of the ground rules for the procurement for any contract related to the Project by developing specifications, requirements, statements of work, invitations for bids, requests for proposals, evaluation factors, or similar documents? Explain.

[Blank space]
14. If the answers to any of the previous five (5) questions is yes, does the Contractor have a recommendation on how an organizational conflict of interest or potential organizational conflict of interest involving the entity can be avoided, neutralized, or mitigated? Explain.

15. Has any employee of the Contractor worked on the Project for an entity that has been determined to have a conflict of interest? Did that employee participate in a material way in the performance of the work giving rise to that determination? Explain.

16. Does the Contractor believe that a reasonable person with possession of all the material facts as disclosed on this Form would believe that there appears to be a personal and/or organizational conflict of interest with respect to the entity’s involvement in any procurement for the Project? Explain.

17. Has any Affiliate of the Contractor been involved in the Project? If yes, identify the parent(s).

18. If the answer to the preceding question is “yes,” please supplement the Contractor’s response by explaining the parent’s role in the Project and informing the JPA whether the entity’s answer to any question should be modified as a result of that role.

19. Please provide any information regarding whether any personal and/or organizational conflict of interest or potential personal and/or organizational conflict of interest involving the Contractor is of an indirect, remote, or “de minimis” nature and/or whether there are sound reasons in the public interest that would allow a conflict of interest to be waived or mitigated.

20. Has the entity conducted a diligent inquiry and search to ascertain the full extent of the entity’s knowledge with respect to its involvement in the Project? Explain.

The Contractor certifies that all of the answers provided in this Form are made truthfully, to the best of the Contractor’s knowledge and belief and that no interest exists that is required to be disclosed on this Form, other than as described above. The Contractor further certifies that should it obtain knowledge: (a) that is inconsistent with the answers provided in this Form; or (b) of any set of facts potentially giving rise to a personal conflict of interest or an organizational
conflict of interest under federal or State law or JPA policy, it will disclose such facts to the JPA as soon as reasonably possible.

The undersigned certifies that the undersigned is authorized to answer these questions on behalf of the Contractor and to bind the Contractor (please attach evidence of authority).

Signed under the penalties of perjury on this ______ of ____________, 20___.

Signature ______________________________________

Name and Title __________________________________

Entity Name ___________________________________

Email Address __________________________________