ORDINANCE [21-07] OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA ADDING SECTION 2-196.1 INGLEWOOD TRANSIT CONNECTOR PROCUREMENTS TO ARTICLE 5 OF CHAPTER 2 OF THE INGLEWOOD MUNICIPAL CODE AUTHORIZING USE OF ALTERNATIVE PROJECT DELIVERY METHODS AND ESTABLISHING CERTAIN REQUIREMENTS FOR PROCUREMENTS AND CONTRACTS RELATED TO THE PROPOSED INGLEWOOD TRANSIT CONNECTOR PROJECT.

WHEREAS, the City of Inglewood (the "City") is proposing to construct an approximately 1.6-mile-long, three station, fully elevated, electronically powered automated people mover system known as the Inglewood Transit Connector Project (the "ITC Project") that will connect passengers directly from the regional Metro Rail system to the City's new housing and employment centers, and sports and entertainment venues; and

WHEREAS, the proposed ITC Project is expected to increase transit ridership, reduce vehicle miles traveled and greenhouse gas emissions, and improve air quality throughout the region; and

WHEREAS, Article XXXIII, Section 1 of the City Charter provides that the City Council shall, by ordinance, prescribe the procedures and requirements for the City's awarding of public projects in a manner that preserves the integrity of the competitive bidding process, insures the protection of public funds, but at the same time provides opportunity to effect economies in the operation of the City which are in the best interests of the public; and

WHEREAS, Article XXXIII, Section 2 of the City Charter includes certain requirements and procedures for procurement and contracting related to public projects and such requirements and procedures are codified in Chapter 2, Article 5, Sections 2-196 and 2-198 of the Inglewood Municipal Code (collectively, the "Requirements"); and

WHEREAS, Article XXXIII, Section 4 of the City Charter authorizes the City Council to declare certain contracts to be exempt from the Requirements, provided such exemptions are consistent with the intent expressed in Article XXXIII, Section 1 of the City Charter; and

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WHEREAS, the purpose of this ordinance is to authorize the use of alternative project
delivery methods for contracts between the City and any successful contractors for procurement,
pre-construction services, design, construction, finance, operations and maintenance, and related
services for the proposed ITC Project; and

WHEREAS, because the proposed ITC Project is highly specialized and technically
complex, it is advisable for the City to have the flexibility to use alternative procurement,
contracting and financing methods in order to achieve lifecycle cost efficiencies, encourage
private sector innovation, and incentivize on-time completion and high quality performance; and

WHEREAS, the City may require contractor-provided financing as part of its use of
alternative project delivery methods to, among other things, incentivize high quality performance,
facilitate cost and risk sharing between the City and its private partners, reduce the public cost of
project delivery and provide savings to taxpayers; and

WHEREAS, the City Council desires to authorize the City to use alternative project
delivery methods to procure and contract for the proposed ITC Project in the event that such
project is otherwise approved to proceed; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD,
CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. General Findings. The City Council hereby finds that the procedures to
procure and contract for the proposed ITC Project described in this ordinance are generally
consistent with Article XXXIII, Section 1 of the City Charter, to preserve the integrity of the
Requirements, insure the protection of public funds and at the same time provide the opportunity
to effect economies in the operation of the City that are in the best interests of the public and
achieve the goals of the proposed ITC Project.

SECTION 2. Exemption from the Requirements. Based on the foregoing and as
authorized under Article XXXIII, Section 4 of the City Charter, the City Council hereby exempts
from the Requirements any procurements and contracts that may be required in connection with
the ITC Project, provided that the procedures and requirements set forth herein are implemented
with respect to such procurements and contracts.
SECTION 3. Procurement and Contracting. The City is hereby authorized to use procurement methods and processes that the City determines are appropriate to solicit contractors and award contracts consistent with this ordinance, including, but not limited to, any of the following or combination of the following, at the City's discretion. The City Council hereby adds Section 2-196.1, Inglewood Transit Connector Procurements, to Article 5 of Chapter 2 of the Inglewood Municipal Code:

Section 2-196.1. Inglewood Transit Connector Procurements.

Contracts between the City and the successful contractors for pre-construction services, design, construction, finance, operations and maintenance, and related services for the Inglewood Transit Connector Project ("ITC Project") may be procured in accordance with the following subsections:

A. Alternative Methods. With respect to any procurement and contract under this ordinance, the City may utilize some or all of the following project delivery methods and procurement strategies:

(1) Alternative project delivery methods, including, but not limited to, design-build, design-build-maintain, design-build-finance-maintain, design-build-operate-maintain, design-build-finance-operate-maintain, concession arrangements, early contractor involvement, early works agreements, and other forms of alternative project delivery, or any combination of any such methods.

(2) Use of a best value approach to procure and contract for delivery of the ITC Project, which approach shall generally set forth the criteria the City will evaluate when reviewing submittals, the relative weight of such criteria in the evaluation process, and the factors the City will consider in making its award determination, including, but not limited to, experience and qualifications, technical proposals and other related factors, in addition to contract price.

(3) Competitive solicitations using requests for qualifications, short-listing of qualified proposers, requests for proposals, pre-proposal procedures consistent with appropriate protocols including review and assessment of design and architectural components, meetings or interviews
with individual short-listed proposers, and community engagement and previews of proposer solutions, revised proposals, and best and final offers.

(4) Negotiations with proposers prior to award to allow clarification and changes in the proposals.

Should the City elect to use a competitive solicitation in connection with any procurement or contract under this ordinance, the City shall have discretion to require some or all of the procurement procedures described in subsection B below.

B. **Procurement Process.** With respect to any procurement and contract under this ordinance in which the City issues a request for qualifications, request for proposals or similar solicitation document, the City may utilize some or all of the following procurement procedures:

(1) The City shall take adequate measures to treat each proposer fairly and employ reasonable precautions to prevent the disclosure of confidential or proprietary information contained in any one proposal with other proposers, except as may be required by law.

(2) The City may identify a process whereby proposers may request and receive authorization to deviate from technical and financial specifications, provided the proposer has demonstrated to the City's satisfaction that the proposed deviation will meet or exceed the applicable specifications.

(3) To the extent permitted by applicable law, the City may withhold proposals from release or disclosure until the award of the contract and the conclusion of any protest or other challenge to such award or the lapse of the protest period without challenge.

(4) The City may require that all proposals be submitted to the City's designated procurement manager for the ITC Project, who shall safeguard them in a manner and at a location the designated procurement manager deems appropriate to reasonably maintain the confidentiality and security of the proposals.

(5) The City may require that every proposal for any contract under this ordinance be accompanied by proposal security, subject to terms and conditions and in such amounts as determined in the City's discretion, securing the proposer's obligation to enter into the proposed contract if the same be awarded to it.
6 The City may require the party directly under contract with the City, one or more of
that party's prime contractors, or any combination thereof, to provide performance and payment
security in the form of bonds, guarantees, letters of credit or any other type of financial instrument,
or any combination of the foregoing for all or part of the cost of the ITC Project. To the extent
permitted by applicable law, the City may set the amounts of such performance and payment
security based on its determination of what is required to adequately ensure payment of
subcontractors and protect the City's interests.
7 The City may pay stipends or payments for work product on terms and conditions
and in such amounts as determined in the City's discretion.
8 In exchange for such stipend or payment for work product, the City may require
the proposer to grant to the City the right to use any work product contained in the proposer's
proposal.
9 To the extent permitted by applicable law, the City may allow contractors identified
in a proposal for a contract procured under this ordinance to delay compliance with applicable
licensing requirements until contract execution or financial close, as determined by the City in its
sole discretion.
10 To the extent permitted by applicable law, the City may set a uniform rate of interest
on payments due and owing but not yet made on contracts related to the ITC Project.
11 To the extent that the City utilizes any of the procurement procedures described in
this subsection, the request for qualifications, request for proposals or similar solicitation
documents issued under this ordinance will specify relevant terms and conditions.

C. Contracting. Notwithstanding any other provision of law, the City may include in
a contract entered into under this ordinance any provision that the City determines is necessary
or appropriate. Examples of such provisions include, but are not limited to, the following:

1 Provisions addressing the allocation and management of project risks including
without limitation design, construction, geotechnical, delay, permitting, governmental approvals,
change of law, change in utility costs, operations and maintenance, force majeure, inflation and
financing risks.
(2) Provisions providing that the City may pay the contractor by making periodic payments to the contractor through the term of the contract or any portion thereof. Such payments may include: availability, milestone, progress, substantial completion or final acceptance payments; payments for costs related to design, construction, financing, operations and maintenance; payments for costs incurred from utilities, land acquisition, and any other project development costs; and a rate of return on the contractor's investment the City determines to be appropriate.

(3) Provisions providing that the City may make downward adjustments to payments owing to the contractor where the contractor fails to achieve performance specifications or otherwise fails to comply with its obligations under the contract.

(4) Provisions requiring that either the City or the contractor provide the utilities required during construction and operation of the ITC Project.

(5) Provisions requiring the use of arbitration or other alternative dispute resolution procedures to resolve disputes between the City and the contractor. Such alternative dispute resolution procedures may include, but are not limited to, binding or nonbinding process, arbitration or mediation, the establishment of a board to hear disputes and/or resort to the courts.

(6) Provisions addressing the City's requirements for operations, maintenance, renewal, rehabilitation, reequipping, use and change in use of the ITC Project, flexibility to expand the ITC Project, and provisions allocating performance obligations between the contractor and the City with respect to such requirements.

(7) Provisions providing for compensation of the contractor upon early termination of the contract, including, but not limited to, termination by the City for its convenience, or termination by default of either the City or the contractor. Compensation on termination amounts and formulas shall be as determined by the City in its discretion.

(8) Provisions specifying events of default and remedies available to the contractor and the City.

(9) Provisions setting forth the technical standards and specifications with which the contractor must comply, including, but not limited to, performance standards and output
specifications, together with provisions allowing the City to enforce, amend or waive such
technical standards and specifications.

(10) Provisions requiring that the contractor obtain and maintain insurance with such
coverages and deductibles as determined by the City to be appropriate in its discretion.

(11) Provisions regarding the maintenance and auditing of the contractor's books and
records.

(12) Provisions requiring the contractor to waive certain rights and benefits conferred
by Public Contract Code Section 7104, to the extent that it may be inconsistent with any provision
of the contract.

D. **Funding and Financing.** The City may utilize any lawful source of funding and
financing, or combination thereof, for the development, design, construction, operations,
maintenance, and renewal of the ITC Project. The City is hereby authorized to:

(1) Require the contractor to arrange for all or a portion of the financing required for
the ITC Project and the City may elect in its discretion to participate with the contractor in any
gains realized through the refinancing of the ITC Project, as determined by the City in its
discretion.

(2) Pursue and apply for, and accept from the United States, any state, or any of their
respective agencies, or from any regional or local governmental entity, such funds and credit
assistance as are available to it for carrying out the purposes of this ordinance, whether the funds
are made available by grant, loan, guaranty, line of credit or other financing arrangement, and
pursue and apply for such funds and credit assistance to the extent necessary to support the
contractor's use of such mechanisms to arrange for all or a portion of the financing required for
the ITC Project.

(3) Enter into such arrangements and other agreements with the United States, any
state, or any of their respective agencies, or with any state, regional or local governmental entity,
as may be necessary, proper, and convenient for carrying out the purposes of this ordinance.
(4) Accept from any source any grant, donation, gift, pledge, or other form of conveyance of land, money, other real or personal property, or other valuable thing made to the City for carrying out the purposes of this ordinance.

(5) Impose and collect fees, rents and charges from users of the ITC Project, as well as other project-generated revenue streams (including, but not limited to, advertising, corporate sponsorships, joint use and fiber optic technology). The City may increase such fees, rents and charges and use lawful measures to enforce such fees, rents and charges and/or authorize a contractor or another public entity to impose, collect, increase and enforce such fees, rents and charges to the same extent as available to the City. The use, application and sharing of such fees, rents, charges and revenue streams by the City or the contractor shall be as determined by the City in its discretion.

(6) Consider and adopt other alternative strategies for increasing ITC Project revenues as a means to reduce long term ITC Project costs payable by City or its assignee.

(7) Utilize any other lawful source of funding and financing, or combination thereof, that the City determines is necessary or appropriate.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

SECTION 5. The City Clerk shall certify to the introduction, approval, passage, and adoption of this Ordinance by the City Council and shall cause the same to be published in accordance with the City Charter, and thirty days from the final passage and adoption, this Ordinance shall be in full force and effect.
Introduced at a regular meeting of the Inglewood City Council, this 
6th day of April, 2021.

Passed and Adopted at a regular meeting of the Inglewood City Council, this 
13th day of April, 2021.

CITY OF INGLEWOOD:

[Signature]

James T. Butts, Jr., Mayor

ATTEST:

[Signature]

Aisha L. Thompson, City Clerk
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES) SS.
CITY OF INGLEWOOD )

I, AISHA L. THOMPSON, City Clerk of the City of Inglewood, California do hereby certify that the whole number of members of the CITY COUNCIL of said city is five; that the foregoing ordinance being Ordinance No. 21-07 is the full, true and correct original of Ordinance No. 21-07 of the said City of Inglewood, California entitled;

ORDINANCE 21-07 OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA ADDING SECTION 2-196.1 INGLEWOOD TRANSIT CONNECTOR PROCUREMENTS TO ARTICLE 5 OF CHAPTER 2 OF THE INGLEWOOD MUNICIPAL CODE AUTHORIZING USE OF ALTERNATIVE PROJECT DELIVERY METHODS AND ESTABLISHING CERTAIN REQUIREMENTS FOR PROCUREMENTS AND CONTRACTS RELATED TO THE PROPOSED INGLEWOOD TRANSIT CONNECTOR PROJECT

which was duly passed and adopted by the said City Council, approved and signed by the Mayor of said city, and attested by the City Clerk of said City, all at a meeting of said Council held on the 13th day of April, 2021 and that the same was so passed and adopted by the following vote:

Ayes: Council Members, Dotson, Padilla, Morales, Faulk and Mayor Butts, Jr.; and

Noes: None.

WITNESS my hand and the seal of said City the 13th day of April, 2021

(SEAL)