



CITY OF LAWDALE
14717 Burin Avenue, Lawndale, California 90260
Phone (310) 973-3200 – www.lawndalecity.org

**AGENDA OF THE
LAWDALE CITY COUNCIL REGULAR MEETING
Monday, April 15, 2024 - 6:30 p.m.
Lawndale City Hall Council Chamber
14717 Burin Avenue**

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can now observe the meeting in person. Members of the public are still be able to view the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum and Frontier Channel 3.

Copies of this Agenda packet may be obtained prior to the meeting inside the Lawndale City Hall foyer or on the [City Website](#). Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

This Agenda is subject to revision up to 72 hours before the meeting.

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

D. PRESENTATION

1. Certificate of Commendation

Certificate of Commendation Presented for Courage and Bravery to Rolando Mendez.

E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 2 through 4 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

2. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**

Recommendation: that the City Council approve.

3. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2404-066 authorizing the payment of certain claims and demands in the amount of \$865,391.00.

4. **Minutes of the Lawndale City Council Regular Meeting, April 2, 2024**

Recommendation: that the City Council approve the minutes.

H. **ADMINISTRATION**

5. **Quarterly Investment Report for the Quarter Ended March 31, 2024**

Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended March 31, 2024.

6. **Approval of Amendment to the City Manager Employment Agreement with Sean M. Moore**

Recommendation: that the City Council 1.) Approve First Amendment to City Manager Employment Agreement; 2.) Approve and adopt Resolution No. CC-2404-067, Fourth Amendment to Citywide Salary and Pay Schedule for Fiscal Year 2023-2024; and 3.) Authorize the Director of Finance/City Treasurer to complete a budget transfer from the General Fund and American Rescue Plan Act Fund to the appropriate various line items noted and approve budget amendment of \$15,043.

7. **Approve the First Amendment to Contract Services Agreement for Lawndale Security Improvement Project**

Recommendation: that the City Council approve the First Amendment to the Lawndale Security Improvement Project Agreement with Am-Tec Total Security Inc. to extend the term for an additional seven months for a new expiration date of December 31, 2024, and no increase to the current project amount.

8. **Amendment to the FY 2024-2025 CDBG Budget Allocation**

Recommendation: that the City Council approve the amendment to the CDBG budget allocation to implement the Community Development Block Grant.

I. **CITY MANAGER REPORT**

J. **ITEMS FROM CITY COUNCILMEMBERS**

9. **Mayor/City Councilmembers Report of Attendance at Meetings and/or Events**

K. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, May 6, 2024, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on April 15, 2024, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Hall
Yvette Hall, Assistant City Clerk

Certificate of Commendation

Presented For

Courage & Bravery

Awarded To

Rolando Mendez

in grateful recognition and appreciation of your exceptional act of courage and bravery at a recent incident at Hogan Park. Your observations and quick action, at the expense of your own well-being, assisted in the subsequent apprehension and arrest of suspects engaged in criminal activity.

R. Pullen-Miles

Mayor Robert Pullen-Miles

Bernadette Suarez
Mayor Pro Tem Bernadette Suarez

Sirley Cuevas
Councilmember Sirley Cuevas



Pat Kearney
Councilmember Pat Kearney

Rhonda Hofmann Gorman
Councilmember Rhonda Hofmann Gorman

Presented by the Lawndale City Council
April 15, 2024

Presentation

April 15, 2024

City Council Meeting

Certificate of Commendation

Presented For

Exceptional Act of Courage and Bravery

and

Awarded To

Rolando Mendez

Earlier this year, Mr. Mendez, out for a walk, stumbled upon a group of people vandalizing a local park in his neighborhood.

With the potential of considerable risk to himself, he did not turn a blind eye to what was taking place before him, but instead made a tough decision and took direct action by confronting the suspects in this dangerous situation.

His selfless devotion to his community, exhibited by his courage and bravery, resulted in law enforcement's apprehension and arrest of suspects in these criminal acts, resulting in a safer community.

With gratitude from all of us on the Lawndale City Council, we are pleased to present this **Certificate of Commendation** awarded to **Rolando Mendez** for his **Exceptional Act of Courage and Bravery**.



CITY OF LAWNDALE
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 15, 2024
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

RESOLUTION NO. CC-2404-066

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$865,391.00

THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY
RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

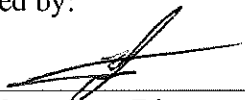
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,
the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the
availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law,
and that appropriations for these claims and demands are included in the annual budget as approved
by the City Council.

SECTION 3. That the claims and demands paid by check numbers 205678 through 205731
for the aggregate total of \$865,391.00 are hereby authorized.

Effective Date: April 15th, 2024

Approved by:



Hrant Manuehian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 15th day of April 2024.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawnsdale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2404-066 at a regular meeting of said Council held on the 15th day of April 2024, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Bernadette Suarez, Mayor Pro Tem					
Pat Kearney					
Rhonda H. Gorman					
Sirley Cuevas					

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
3/28/2024	205678		205700	167,819.90
4/4/2024	205701		205731	697,571.10
Total Checks				865,391.00

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00
Total Audited Claims and Demands Paid			865,391.00

Check Register Report

Date: 03/27/2024

Time: 11:51 am

Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
205678	03/28/2024	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	1,226.55
205679	03/28/2024	Printed		8283	RICHARD BARTZ	PLANNING DEPOSIT REFUND	1,492.25
205680	03/28/2024	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - FEB. 2024	88,862.74
205681	03/28/2024	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	667.50
205682	03/28/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - G. WILLIAM	274.59
205683	03/28/2024	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	10,054.99
205684	03/28/2024	Printed		4639	INSIGHT PUBLIC SECTOR INC	15 VOIP PHONES FOR SHERIFF'S	5,324.58
205685	03/28/2024	Printed		6058	JCB OF SOUTHERN CALIFORNIA	BACKHOE REPAIR / REPLACE HYDR	3,599.11
205686	03/28/2024	Printed		8078	HRANT MANUELIAN	REIMB. FOR ATTENDING GIOA 2024	754.97
205687	03/28/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	TREE TRIMMING- FEB. 2024 -	22,870.00
205688	03/28/2024	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#522	20.00
205689	03/28/2024	Printed		8284	PONTEX ENGINEERING	PLANNING DEPOSIT REFUND	1,349.63
205690	03/28/2024	Printed		7047	PRECISION AUTO CARE, INC	REMOVE/REPLACE AFD MODULE -	3,975.50
205691	03/28/2024	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY COVERALL CHARGES	284.12
205692	03/28/2024	Printed		8098	REECE PLUMBING	TOILET PARTS FOR PWD	54.00
205693	03/28/2024	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,756.86
205694	03/28/2024	Printed		5357	SBCCOG CITY MANAGERS' ASSOC	CITY MANAGER MONTHLY LUNCH	45.00
205695	03/28/2024	Printed		6034	SOUTH COAST MECHANICAL LLC	EMERGENCY REPAIR - NEW	1,340.00
205696	03/28/2024	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES	6,400.00
205697	03/28/2024	Printed		3938	TRANSTECH ENGINEERS INC	PW & CITY ENGINEER OVERSIGHT -	12,220.00
205698	03/28/2024	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	3,889.05
205699	03/28/2024	Printed		8282	US BUILDERS INC	PERMIT FEE REFUND	672.60
205700	03/28/2024	Printed		0480	VISTA PAINT	CREDIT - GRAFFITI SUPPLIES	685.86
Total Checks: 23							Checks Total (excluding void checks): 167,819.90
Total Payments: 23							Bank Total (excluding void checks): 167,819.90
Total Payments: 23							Grand Total (excluding void checks): 167,819.90

Check Register Report

Date: 04/04/2024
 Time: 7:32 am
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
205701	04/04/2024	Printed		2277	APWA MEMBERSHIP	APWA MEMBERSHIP RENEWAL	1,489.50
205702	04/04/2024	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,119.75
205703	04/04/2024	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	3,105.00
205704	04/04/2024	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	MAR. 2024-INS PRE-TAX/POST TAX	2,334.72
205705	04/04/2024	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	APR. 2024-INS PRE-TAX/POST TAX	2,334.72
205706	04/04/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE - FEB. 2024	16,000.10
205707	04/04/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	30,160.43
205708	04/04/2024	Printed		0216	DELTA DENTAL	APR. 2024 DENTAL PREMIUM	1,572.78
205709	04/04/2024	Printed		0389	DELTA DENTAL INS	APR. 2024 DENTAL PREMIUM	258.16
205710	04/04/2024	Printed		8176	ELYSIAN ARTS AND EVENTS, LLC	INSTRUCTOR FEES- DANCE CLASSES	2,646.00
205711	04/04/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - HAWTHORNE	688.36
205712	04/04/2024	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	233.16
205713	04/04/2024	Printed		8275	URIEL GOMEZ	PRSSC MEETING STIPEND	50.00
205714	04/04/2024	Printed		6231	GREENLAND SUPPLY INC.	METER/IRRIGATION BOX FOR	5,948.58
205715	04/04/2024	Printed		8150	HEALTH AND HUMAN RESOURCE	APR. 2024 EMPLOYEE ASSIST PROG	69.66
205716	04/04/2024	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES- GYMNASTICS	924.41
205717	04/04/2024	Printed		1536A	LEUZINGER HIGH SCHOOL PTSO	DONATION - COUNCILMEMBER	500.00
205718	04/04/2024	Printed		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
205719	04/04/2024	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
205720	04/04/2024	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	607,417.95
205721	04/04/2024	Printed		8286	MARVIN SERVICES INC	CNG GAS TANK LEAK REPAIR	250.00
205722	04/04/2024	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING SERVICES -	2,960.00
205723	04/04/2024	Printed		8106	KENNETH MILLER	PRSSC MEETING STIPEND	50.00
205724	04/04/2024	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
205725	04/04/2024	Printed		8256	REGIONAL TAP SERVICE CENTER	AIRTIME FOR ROUTERS- FEB. 2024	25.14
205726	04/04/2024	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,571.56
205727	04/04/2024	Printed		7821	TRENCH SHORING COMPANY	ASPHALT PATCH	937.50
205728	04/04/2024	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
205729	04/04/2024	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM APR.2024	848.30
205730	04/04/2024	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
205731	04/04/2024	Printed		0493	ZUMAR INDUSTRIES, INC	STREET SIGN STICKERS	1,105.58

Total Checks: 31

Checks Total (excluding void checks): 697,571.10

Total Payments: 31

Bank Total (excluding void checks): 697,571.10

Total Payments: 31

Grand Total (excluding void checks): 697,571.10

**DRAFT MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
April 2, 2024**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:32 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember Rhonda Hofmann Gorman, Councilmember Pat Kearney, Councilmember Sirley Cuevas

Other Participants: City Manager Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Hall, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Captain Nicole Palomino, Los Angeles County Fire Department Battalion Chief Wade Kelsey, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Mike Estes, Community Development Manager Jared Chavez, Public Works & City Engineering Oversight Contract Project Manager Ahmad Ansari

B. CEREMONIALS

Councilmember Hofmann Gorman led the flag salute. Youth Director Mike Miller of Restoration Life Church provided the inspiration.

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Captain Palomino summarized the recent law enforcement activities.

Councilmember Hofmann Gorman thanked Detective Ramirez for his work on recent incidents and thanked the Los Angeles County Sheriff's Department (LASD) for considering a catalytic converter event.

Mayor Pullen-Miles would like to recognize the resident who witnessed a crime and called the authorities.

b. Los Angeles County Fire Department Update

Battalion Chief Kelsey summarized the recent fire department activities.

Councilmember Hofmann Gorman thanked the Fire Department for the work they do in the community.

Mayor Pullen-Miles asked if the brush fire was connected to a homeless incident.

Battalion Chief Kelsey responded that he will provide details of the brush fire incident at a later date.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

Michelle Pino, Library Manager, announced the library's upcoming events.

Gerardo Sandoval, Resident, commented on the availability of the Harold E. Hofmann Community Center to the community to host private events.

Holly Osborne, Redondo Beach Resident, commented on the measurements of the Right-Of-Way (ROW) on the Metro C Line (Green) Project charts and on Metro's reported measurements.

Andrew Blackney, Resident, commented on his daily bicycle commute and shared traffic incident data involving bicyclists.

E. COMMENTS FROM COUNCIL

Councilmember Cuevas requested that the Harold E. Hofmann Community Center be made available to the community, thanked Redondo Beach Resident Osborne for her commitment to the Metro issue and requested the community center costs be added on the agenda for the Budget Committee to review.

City Manager Moore responded that an additional seven staff members will be needed to make the community center available to the community to host private events.

Councilmember Hofmann Gorman thanked everyone that attended tonight's meeting, thanked Library Manager Pino for the updates, and Redondo Beach Resident Osborne for her continued support on the Metro matter.

Councilmember Kearney concurred with the remarks made by Councilmember Cuevas and Councilmember Hofmann Gorman.

Mayor Pro Tem Suarez thanked everyone that attended tonight's meeting, commented that she agrees to discuss the Community Center availability at a Budget Committee meeting, asked for an update regarding bicyclist safety measures and asked about staff meeting with the South Bay Cities Council of Governments (SBCCOG) about the local travel network.

City Engineering Oversight Contract Project Manager Ansari provided an update on the traffic safety crosswalk project and noted that they are in the process of scheduling a meeting with the SBCCOG to discuss the local travel network.

Mayor Pullen-Miles thanked everyone that attended tonight's meeting, expressed gratitude to Redondo Beach resident Osborne for the information about Metro, thanked Resident Blackney for raising awareness about bicycle safety and commented that he is in favor of reopening the Community Center for the community to use.

F. CONSENT CALENDAR

1. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

Recommendation: that the City Council approve.

2. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2404-062 authorizing the payment of certain claims and demands in the amount of \$506,565.57.

3. Minutes of the Lawndale City Council Regular Meeting, March 18, 2024

Recommendation: that the City Council approve the minutes.

4. Approval of Routine Records Destruction

Recommendation: that the City Council adopt Resolution No. CC-2404-63, approving the requests from the Administrative Services Department, City Clerk's Department, City Manager's Office, Municipal Services Department and Public Works Department for authorization to destroy routine records as listed in the exhibit of the Resolution.

Assistant City Clerk Hall noted that the records for the City Manager's Department have been removed from the destruction list for Consent Calendar Item No. 4.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to approve the Consent Calendar with the modification to Consent Calendar Item No. 4 to remove the City Manager's records from the list of destruction. The motion passed by a vote of 5-0, with Councilmember Cuevas abstaining on Consent Calendar Item No. 3.

G. ADMINISTRATION

5. Adoption and approval of Schedule of Salaries and Benefits Resolution for Central Management Employees and Third Amendment to the Citywide Pay Schedule for Fiscal Year 2023-2024

Recommendation: that the City Council 1.) Adopt Resolution No. CC-2404-064, approving the Schedule of Salaries and Benefits for the Central Management Employees; 2.) Authorize the Director of Finance/City Treasurer to complete a budget transfer from the General Fund and American Rescue Plan Act Fund to the appropriate various line items noted and approve budget amendment of \$40,725; and 3.) Adopt an amendment to the Resolution No. CC-2404-065, approving the Third Amendment to the 2023-2024 City-wide Salary and Pay Schedule.

Deputy City Manager/Director of Human Resources Felton presented the staff report.

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Kearney to adopt Resolution No. CC-2404-064, approving the Schedule of Salaries and Benefits for the Central Management Employees, authorize the Director of Finance/City Treasurer to complete a budget transfer from the General Fund and American Rescue Plan Act Fund to the appropriate various line items noted and approve budget amendment of \$40,725; and adopt an amendment to the Resolution No. CC-2404-065, approving the Third Amendment to the 2023-2024 City-wide Salary and Pay Schedule. The motion passed by a vote of 5-0.

6. Update on Progress of Creating a Neighborhood Watch Program for Lawndale Residents

Recommendation: that the City Council give directions on one of the following options for City Staff to proceed with: Option 1.) Advertise and host a City-Wide Neighborhood Watch event to evaluate interest in the community; Option 2.) Continue to gain signatures of interested community members at Coffee with a Cop and other similar City sponsored events; or Option 3.) Begin posting weekly or monthly messages to shared Neighborhood community-based sites instead of hosting in person meetings.

Municipal Services Director Reyes presented the staff report.

Councilmember Hofmann Gorman recommended that the group be quadrant in size and to advertise the meetings on City's social media accounts.

Mayor Pro Tem Suarez asked about the history of how Neighborhood Watch groups were formed.

Councilmember Hofmann Gorman stated that the City has had a group in place in the past.

Councilmember Cuevas asked how the group is being advertised, and requested they be advertised in English, Spanish and other languages as appropriate. She recommended Option 1 and to advertise that a translator will be available at the meetings.

Mayor Pro Tem Cuevas suggested advertising a topic tailored to draw attention from the residents.

Municipal Services Director Reyes responded that recruitment and community outreach will be advertised on the City's social media accounts and that groups are formed in quadrants. He stated that staff will research other languages to advertise in.

Mayor Pullen-Miles commented that using different communication outlets and holding a meeting will help disseminate information to all age groups.

There was a consensus among the City Council to utilize all three options recommended by staff.

A motion was made by Councilmember Cuevas and seconded by Councilmember Hofmann Gorman to select the three options; advertise and host a City-Wide Neighborhood Watch event to evaluate interest in the community; continue to gain signatures of interested community members at Coffee with a Cop and other similar City sponsored events; and begin posting weekly or monthly messages to shared Neighborhood community-based sites instead of hosting in person meetings. The motion passed by a vote of 5-0.

7. Request for approval of First Amendment to Contract Service Agreement with MV Cheng & Associates for Professional Accounting Services

Recommendation: that the City Council A.) Approve the first amendment to the contract services agreement with MV Cheng & Associates for Professional Accounting Manager Services in a maximum contract sum not to exceed \$166,750; and B.) Authorize the Director of Finance/City Treasurer to transfer salary savings for

the Accounting Manager to the contract services line item in the Finance Department budget.

Finance Director Manuelian presented the staff report.

Councilmember Cuevas asked if the contract can be terminated if the position is filled.

Finance Director Manuelian responded that the contract can be terminated if the position is filled before it expires.

A motion was made by Councilmember Kearney and seconded by Councilmember Cuevas to approve the first amendment to the contract services agreement with MV Cheng & Associates for Professional Accounting Manager Services in a maximum contract sum not to exceed \$166,750 and authorize the Director of Finance/City Treasurer to transfer salary savings for the Accounting Manager to the contract services line item in the Finance Department budget. The motion passed by a vote of 5-0.

8. Ratify the Emergency Repair Work for the Hot Water Boiler at the Harold E. Hofmann Community Center

Recommendation: that the City Council 1.) Ratify the Emergency Repair Work for the Hot Water Boiler at the Harold E. Hofmann Community Center for a total amount of \$19,994; and 2.) Authorize the City Manager to execute the necessary documents to complete this work.

Public Works & City Engineering Oversight Contract Project Manager Ansari presented the staff report.

Councilmember Cuevas asked if a warranty is provided.

Mayor Pullen-Miles asked if replacement parts for repair work will be available in the future.

Public Works & City Engineering Oversight Contract Project Manager Ansari responded that a warranty is included, as well as parts replacement.

City Manager Moore provided information on the need for a quarterly maintenance of the computer system by a certified engineer.

City Attorney Murphy stated that this agenda item and the next agenda item are consistent with the City's policies and are being brought forth for transparency purposes.

Discussion ensued among the City Council and staff regarding the history of the hot water boiler and Heating, Ventilation, Air Conditioning (HVAC) repairs.

A motion was made by Councilmember Cuevas and seconded by Councilmember Hofmann Gorman to ratify the Emergency Repair Work for the Hot Water Boiler at the Harold E. Hofmann Community Center for a total amount of \$19,994 and authorize the City Manager to execute the necessary documents to complete this work. The motion passed by a vote of 5-0.

9. Ratify the Emergency Repair Work to Replace the HVAC Unit Serving the Audio Room in Council Chambers

Recommendation: that the City Council Ratify the Emergency Repair Work to Replace the HVAC Unit Serving the Audio Room in Council Chambers for a total amount of \$13,410.

Public Works & City Engineering Oversight Contract Project Manager Ansari presented the staff report.

Councilmember Kearney asked why two different companies were contracted to do the repair work for the HVAC and the hot water boiler.

City Manager Moore responded that he selected the lowest bidders.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Suarez to Ratify the Emergency Repair Work to Replace the HVAC Unit Serving the Audio Room in Council Chambers for a total amount of \$13,410. The motion passed by a vote of 5-0.

H. CITY MANAGER REPORT

City Manager Moore commented that the new neighborhood watch program is now the Nextdoor application.

I. ITEMS FROM CITY COUNCILMEMBERS

10. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

Councilmember Cuevas thanked City Manager Moore for fixing the air conditioning.

Councilmember Hofmann Gorman attended the California Contract Cities Association (CCCA) Board of Directors meeting, Legislative Contract Cities Zoom meeting, Metro Zoom Meeting, participated in the City of Lawndale 2024 Easter Drive-Thru Program, and announced the Chalk Away event hosted by Experimentally Structured Museum of Art (ESMoA) on April 13, 2024, and the Youth Day Parade on April 27, 2024.

Councilmember Kearney attended the CCCA Board of Directors meeting, City of Lawndale 2024 Easter Drive-Thru Program, American Legion Auxiliary Spring Craft Fair, and the South Bay Association of Realtors Breakfast with Hawthorne & Lawndale Mayors.

Mayor Pro Tem Suarez attended the CCCA Board of Directors meeting, Legislative Contract Cities Zoom meeting, South Bay Association of Realtors Breakfast with Hawthorne & Lawndale Mayors, City of Gardena State of the City 2024 event, and the SBCCOG 24th Annual General Assembly.

Mayor Pullen-Miles attended the retirement event of Los Angeles County Fire Department Chief Joe Williams, the Los Angeles Chapter of National Action Network 11th Annual Women's Luncheon, South Bay Association of Realtors Breakfast with Hawthorne & Lawndale Mayors, thanked staff for creating the presentation for that event, thanked staff for their flexibility in changing the City of Lawndale Easter 2024 Program to a Drive-Thru event due to rain, and requested a State of the City event every other year.

J. CLOSED SESSION

11. Public Employee Performance Evaluation

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

City Attorney Murphy read the aforementioned Closed Session matter by title only.

The City Council convened into closed session at 7:50 p.m.

The City Council reconvened from closed session at 9:25 p.m.

City Attorney Murphy announced that there was no reportable action taken.

K. ADJOURNMENT

Councilmember Kearney closed the meeting in memory of Lucille Ellen Patrick, a crossing guard volunteer and long time resident.

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 9:29 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: April 15, 2024



CITY OF LAWDALE

[Back to Agenda](#)

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 15, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Hrant Manuelian, Director of Finance/City Treasurer 

SUBJECT: Quarterly Investment Report for the Quarter Ended March 31, 2024

BACKGROUND

The attached Quarterly Investment Report for the quarter ended March 31, 2024, is provided to City Council per the City of Lawndale's Investment Policy and State of California's Government Code Section 53646.

STAFF REVIEW

As of March 31, 2024, the City had total cash and investments (cost basis) of \$57,426,707 plus \$2,396,707 cash with fiscal agent held in a trust for the Lawndale Redevelopment Agency's Tax Allocation Bond 2009 issue, \$1,150 in petty cash and, as of March 31, 2024, \$733,988 maintained in two retirement enhancement plans.

Interest rates have continued to remain stable through Q1 2024, which much debate about the possibility of the Federal Reserve cutting rates sometime this year. The federal reserve has not changed rates since their meeting in July 2023. The State Local Agency Investment Fund (LAIF) had an interest rate of 2.88% on March 31, 2023, and has gone up to 4.22% as of March 31, 2024. Rates are expected to remain at these levels without much change unless the Federal Reserve changes them. Based on the last Fed meeting in March rates were not changed and they said that they will not make any cuts unless there is improvement seen in the inflation data. We continue to maintain a majority of cash in LAIF and the City's checking account. For the quarter ended March 31, 2024, the City has remained very liquid with 86.32% of our portfolio in on-demand accounts. The remainder of the portfolio includes 7.67% short-term (maturing in less than one year), 4.27% mid-term (one to three years maturity), and 1.74% long-term (maturing from three to five years) investments.

As interest rates continue to remain high, we look for opportunities to maximize returns on City funds. As the market continues to change we will keep a close watch and take advantage of any upcoming investments. Cash in bank will be monitored and is expected that more will be used to purchase either bonds or CD's to take advantage of interest to the extent possible. The goal is to maintain a healthy balance of cash while maximizing returns.

The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Lawndale Investment policy.



CITY OF LAWNDAL INVESTMENT REPORT

Summary of Investments
For Quarter Ended March 31, 2024

	Adjusted Cost Basis	Category Total	Percent of Portfolio
<u>On Call Deposits</u>			
Checking Accounts	25,109,584		
LAIF State Pool	24,553,876	49,663,460	86.32%
<u>Short-Term Investments (1 Year or Less)</u>			
Time Deposits FDIC Insured	4,411,000		7.67%
US Government Agency Securities	0	4,411,000	
<u>Medium-Term Investments (1 to 3 Years)</u>			
Time Deposits FDIC Insured	2,458,000		
US Government Agency Securities	0	2,458,000	4.27%
<u>Long-Term Investments (3 to 5 Years)</u>			
Time Deposits FDIC Insured	-		
US Government Agency Securities	1,000,000.00	1,000,000.00	1.74%
Total Cash and Investments		57,532,460	100.00%

LEGAL REVIEW

The City Attorney's office has reviewed this staff report and has approved it as to form.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff recommends that the City Council receive and file the Quarterly Investment Report for the quarter ended March 31, 2024.

Attachments: Quarterly Investment Report for the quarter ended March 31, 2024.

ATTACHMENT 1

Quarterly Investment Report for the quarter ended March 31, 2024



**CITY OF LAWDALE
TREASURY REPORT
For Quarter Ended March 31, 2024**

Cash	25,109,584
Investments	32,422,876
Petty Cash	1,150
Public Agency Retirement Services (PARS)- Retirement Enhancement Plan	720,261
PARS/ City of Lawndale Excess Benefit Trust - US Bank	<u>13,727</u> <u>733,988</u>
Total Cash and Investments	<u><u>58,267,598</u></u>

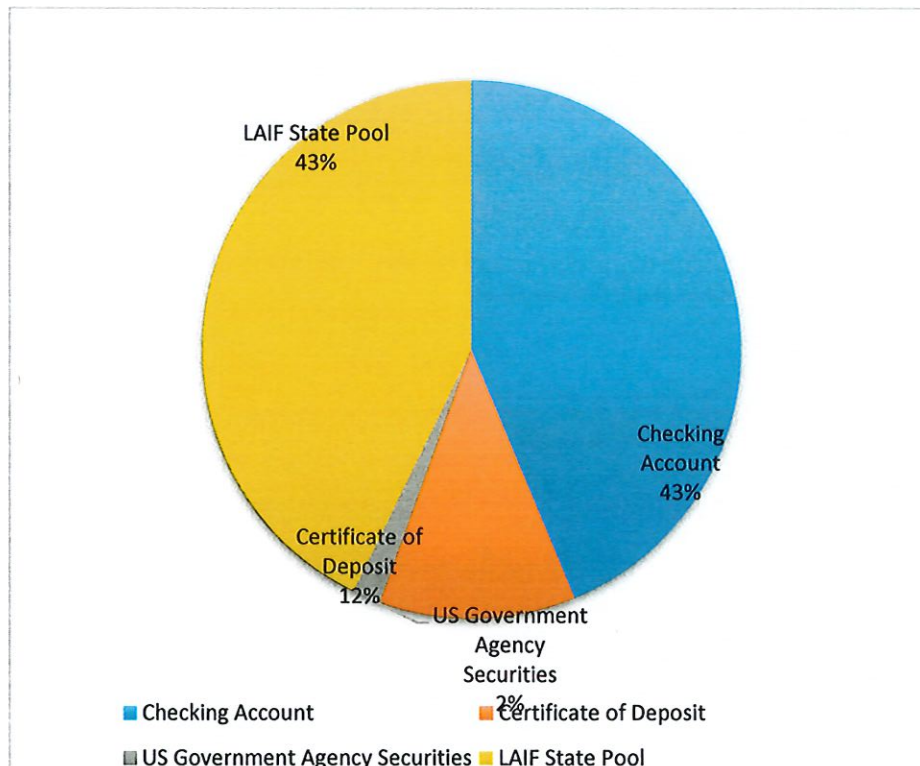


CITY OF LAWDALE INVESTMENT REPORT

Portfolio Statistics
For Quarter Ended March 31, 2024

Portfolio Composition

<u>Investment Type</u>	<u>Market Value</u>
Checking Account	25,109,584
Certificate of Deposit	6,764,167
US Government Agency Securities	999,080
LAIF State Pool	24,553,876
TOTAL	57,426,707



CITY OF LAWDALE
DETAIL OF INVESTMENTS
For Quarter Ended March 31, 2024

	Par Value	Coupon Rate	Moody's/ S&P Rating	Purchase Date	Maturity/ Called Date	Days to Maturity	Yield to Maturity	Cost Basis	Category total	(memo only) Market Value
On Call Deposits										
Checking Account- Wells Fargo	23,628,514	N/A	N/A		Demand	1	None	23,628,514		23,628,514
Municipal Investment Account - US Bank	1,481,070	N/A	N/A		Demand	1	None	1,481,070		1,481,070
Local Agency Investment Fund- City of Lawndale	24,552,356	N/A	N/A		Demand	1	0.20%	24,552,356		24,552,356
Local Agency Investment Fund- Lawndale Housing Authority	1,520	N/A	N/A		Demand	1	0.20%	1,520		1,520
On Call Deposits	49,663,460								49,663,460	49,663,460
Short-Term Investments (1 Year or Less)										
<i>Time Deposits:</i>										
Ally Bank	237,000	5.25%	FDIC	6/23	6/14/2024	258	5.25%	237,000		236,846
Eaglemark Savings Bank	237,000	5.25%	FDIC	6/23	6/20/2024	264	5.26%	237,000		236,831
Beal Bank USA	246,000	3.05%	FDIC	7/22	7/10/2024	264	3.05%	248,000		244,393
Morgan Stanley Private Bank	247,000	2.30%	FDIC	7/19	7/11/2024	285	2.30%	247,000		244,813
Merrick Bank	249,000	2.10%	FDIC	7/19	7/12/2024	286	2.10%	249,000		246,655
Commercial Bank Harrogate Tenn	249,000	2.00%	FDIC	7/19	7/15/2024	289	2.00%	249,000		248,517
Partners 1st Credit Union	248,000	5.50%	FDIC	7/23	7/17/2024	291	5.50%	248,000		247,887
Washington Federal	249,000	1.95%	FDIC	8/19	8/28/2024	333	1.95%	249,000		245,555
BluPeak Credit Union	240,000	5.70%	FDIC	8/23	8/29/2024	334	5.70%	240,000		240,208
First Bank Puerto Rico	249,000	1.90%	FDIC	9/19	9/5/2024	342	1.90%	249,000		245,288
Capital One NA	245,000	3.45%	FDIC	9/22	9/16/2024	352	3.45%	245,000		242,879
Chicago Patrolman Federal Credit Union	240,000	5.50%	FDIC	8/23	11/29/2024	425	5.50%	240,000		240,399
First Financial Bank USA	249,000	3.00%	FDIC	7/22	1/10/2025	488	3.00%	249,000		244,835
Baxter Credit Union	249,000	4.80%	FDIC	1/23	1/24/2025	482	4.80%	249,000		248,283
Flagstar Bk Natl	238,000	4.95%	FDIC	2/24	2/13/2025	502	4.95%	238,000		237,566
Technology Cr Un San	248,000	5.05%	FDIC	2/24	2/21/2025	510	5.05%	248,000		247,788
Trustone Finl Cr UN	248,000	5.00%	FDIC	2/24	2/27/2025	516	5.00%	248,000		247,699
Keybank NA OH	243,000	5.00%	FDIC	3/23	3/17/2025	534	5.00%	243,000		242,679
	4,411,000							4,411,000		4,387,121
<i>US Government Agency Securities:</i>										
	0							-		-
Short-Term Investments (1 Year or Less)	4,411,000								4,411,000	4,387,121
Medium-Term Investments (1 to 3 Years)										
<i>Time Deposits:</i>										
Discover Bank	246,000	3.25%	FDIC	7/22	7/14/2025	653	3.25%	248,000		240,584
Connexus Credit Union	248,000	5.20%	FDIC	7/23	7/14/2025	653	5.20%	248,000		248,559
Toyota Financial Savings CD	247,000	0.70%	FDIC	8/21	8/26/2025	696	0.70%	247,000		232,670
California Credit Union	240,000	5.40%	FDIC	8/23	8/28/2025	698	5.40%	240,000		241,486
Numerica Cr Un	249,000	4.75%	FDIC	2/24	3/2/2026	884	4.75%	249,000		248,537
Synchrony Bank Draper UT CD	247,000	0.90%	FDIC	8/21	8/27/2026	1,062	0.90%	247,000		226,143
Chartway Federal Credit Union	240,000	5.30%	FDIC	8/23	8/28/2026	1,063	5.30%	240,000		243,027
Medallion Bank UT CD	247,000	0.85%	FDIC	8/21	8/31/2026	1,066	0.85%	247,000		224,969
UBS Bank USA CD	247,000	0.95%	FDIC	9/21	9/9/2026	1,075	0.95%	247,000		225,353
Valley Natl Bk	247,000	4.45%	FDIC	2/24	2/22/2027	1,241	4.45%	247,000		245,718
	2,458,000							2,458,000		2,377,046
<i>US Government Agency Securities:</i>										
	-							-		-
Medium-Term Investments (1 - 3 Years)	2,458,000								2,458,000	2,377,046
Long-Term Investments (3 to 5 Years)										
<i>US Government Agency Securities:</i>										
Federal Home Ln Mtg Corp	1,000,000	6.00%	Aaa/AA+	9/23/2023	9/28/2028	1,642	6.00%	1,000,000	-	999,080
Long-Term Investments (3 to 5 Years)	1,000,000								1,000,000	999,080
Total Cash and Investments	57,532,460								57,532,460	57,426,707



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 15, 2024

TO: Honorable Mayor and City Council

FROM: Gregory M. Murphy, City Attorney
Raylette Felton, Deputy City Manager/Human Resources Director *A*

SUBJECT: **Approval of Amendment to the City Manager Employment Agreement with Sean M. Moore**

BACKGROUND

In February 2022, City Council approved the City Manager Employment Agreement between the City of Lawndale and Sean M. Moore. According to Section 7.2, City Council and City Manager agree to conduct annual salary review, concurrent with the annual performance evaluation. On April 2, 2024, City Council met in closed session to review the performance of Mr. Moore, in compliance with the employment agreement and directed that a contract amendment be prepared providing for an increase in salary reflecting the performance.

STAFF REVIEW

On April 2, 2024, City Council met in closed session to discuss modified terms and conditions of employment for the City Manager, Mr. Sean Moore. The attached Amendment to the City Manager Employment Agreement is consistent with the terms and agreement of employment approved by the City Council and accepted and agreed to by Mr. Moore. The attached amendment includes the terms and conditions of the City Manager's continued employment with the City, a salary increase in the amount of \$254,869, an American Rescue Plan Act (ARPA) payment of \$3,000, as well as the recent benefit changes that occurred during the negotiations between the City and AFSCME Majority Representative Employee Organization and the Central Management Team (CMT), as well as one additional benefit change reflective of Mr. Moore's prior service to the City in a CMT-level role. If approved, this amendment would also trigger the need to further amend the 2023-2024 Citywide Salary and Pay Schedule, in compliance with applicable sections of the California Government Code.

LEGAL REVIEW

The City Attorney's Office has reviewed and approved the staff report, amendment, and resolution as to form.

FISCAL IMPACT

For fiscal year 2023/24 the City Manager's salary has been budgeted at \$206,264 plus benefits for a total of \$251,489. A budget amendment of \$15,043 will be needed for the remainder of FY 23/24. The ARPA payment will require a budget amendment of \$3,000 in account 285-160-580.151 and will be fully funded by the ARPA fund and therefore will not have a General Fund impact.

RECOMMENDATION

Staff recommends City Council 1) approve First Amendment to City Manager Employment Agreement; 2) approve and adopt Resolution No. CC-2404-067, Fourth Amendment to Citywide Salary and Pay Schedule for Fiscal Year 2023-2024; and 3) authorize the Director of Finance/City Treasurer to complete a budget transfer from the General Fund and ARPA Fund to the appropriate various line items noted and approve budget amendment of \$15,043.

Attachment (s): 1). First Amendment to City Manager Employment Agreement between the City of Lawndale and Sean M. Moore
 2). Resolution No. CC-2404-067 – Adopting the Fourth Amendment to FY 2023-2024 City-wide Salary and Pay Schedule

ATTACHMENT 1

First Amendment to City Manager Employment Agreement between
City of Lawndale and Sean M. Moore

AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF LAWNDALE AND SEAN M. MOORE

This Amendment to the City Manager Employment Agreement ("Amendment") is entered into as of April 16, 2024, between the City of Lawndale ("City"), a municipal corporation, and Sean Martin Moore ("City Manager"), an individual. The City and City Manager may be individually described as "Party" or jointly described as the "Parties." In consideration of the mutual promises and agreements set forth below, the Parties agree as follows:

RECITALS

WHEREAS, on February 22, 2022, the Parties entered into the "City Manager Employment Agreement Between City of Lawndale & Sean M. Moore" ("Agreement"), wherein the City employed City Manager in such capacity effective February 22, 2022;

WHEREAS, the City provided City Manager with an annual review as provided in section 9.1 of the Agreement, and City Manager received a positive annual review of performance;

WHEREAS, based on such positive annual review of performance, the City wishes to provide a merit increase to City Manager as provided in this Amendment;

WHEREAS, the Parties wish to extend the term of the City Manager's employment;

WHEREAS, the Parties wish to make additional amendments to the Agreement to correct certain section cross references within the Agreement;

WHEREAS, the Parties wish to enter into this Amendment to the Agreement to delineate the agreed upon modifications to the Agreement.

NOW, THEREFORE, in consideration of the promises herein, the Parties agree as follows:

OPERATIVE PROVISIONS

1. Paragraph 4.2 (Term) of the Agreement is amended as follows: "This Agreement shall remain in effect for a term of six (6) years, beginning on February 22, 2022 ("Effective Date") and ending on February 21, 2028. This Agreement may be terminated without cause at any time by either party, subject to Sections 5.0 and 17.0 of the Agreement. Further this Agreement may be terminated with cause subject to section 6.0 of this Agreement. Agreement may be extended on or before February 21, 2028, as mutually agreed upon by City Council and City Manager."

2. Paragraph 5.1(a) (Severance Pay and Benefits) of the Agreement is amended as follows: "Except as provided in Section 6.0, hereafter, should City elect to

terminate the services of City Manager under this Agreement without cause, City shall pay to City Manager severance pay in a one-time sum equal to five (5) months ("Severance Period") base salary, which shall be determined by dividing City Manager's annual compensation in effect at the time of such termination, as provided in Section 7.1 by twelve to determine monthly base salary. City Manager understands and agrees that if he separates from the City that he will be ineligible for participation in the City's benefits plans and will need to receive his benefits through COBRA.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term. Accordingly, should the severance payment set forth in Section 5.1 (a) exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to City Manager shall be reduced in the amount necessary to comply with such statute. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the five (5) months provided in this Section 5.1(a)."

3. Paragraph 7.1 (Annual Compensation) of the Agreement is amended as follows: "7.1 Annual Compensation

(a) Between February 22, 2022, and April 15, 2024, City agrees to pay City Manager an annual salary of Two Hundred Six Thousand Two Hundred and Sixty Four Dollars (\$206,264.00), payable in installments at the same time that the City's Central Management Employees are paid, commencing on the Effective Date of this Agreement. In addition, at all times during the term of this Agreement, the salary of City Manager shall be a minimum of five percent (5%) higher than the salary of the next highest paid position in the City, as said second highest paid position may be increased from time to time.

(b) Starting April 16, 2024, City agrees to pay City Manager an annual salary of Two Hundred Fifty Four, Eight Hundred Sixty Nine Thousand (\$254,869.00), payable in installments at the same time that the City's Central Management Employees are paid. . In addition, at all times during the term of this Agreement, the salary of City Manager shall be a minimum of five percent (5%) higher than the salary of the next highest paid position in the City, as said second highest paid position may be increased from time to time.

(c) During the first full pay period containing April 16, 2024, City Manager shall receive a one-time, lump sum, taxable, non-PERSable American Rescue Plan Act (ARPA) payment of \$3,000. City Manager understands and agrees that such an ARPA payment will not set precedent or other reasonable expectation of availability of further similar payments in the future and will be subject to appropriate tax deductions as determined by the City and shall not be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.

4. Paragraph 8.1 (Vehicle Allowance) of the Agreement is amended as follows: "City Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall provide City Manager with a vehicle allowance in the amount of Three Hundred Twenty Five Dollars (\$325.00) per month. City Manager should use a City provided vehicle while performing City related business within the City's jurisdictional boundaries.

5. Paragraph 10.2 (Flexible Benefits Plan) of the Agreement is amended as follows:

(a) For plan years 2022 and 2023, City Manager shall receive a Flexible Benefits Contribution per month in the amount of One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36) to use towards the purchase of medical, dental, vision insurance through the program offered by the City.

(i). Effective first pay date of January 2024, the Flexible Benefit Contribution for City Manager shall be increased to One Thousand Four Hundred Eighty Dollars and Thirty-Six cents. (\$1,480.36) per month.

(ii). Effective first pay date of January 2025, the Flexible Benefit Contribution for City Manager shall be increased to One Thousand Six Hundred Eighty Dollars and Thirty-Six cents (\$1,680.36) per month.

6. Paragraph 11.2 (Deferred Compensation) of the Agreement is amended as follows:

The City shall make available to the City Manager a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the City Manager. Effective with the first pay period containing April 16, 2024, City Manager's voluntary contributions of up to \$7,750 shall be matched with up to \$7,750 by the City, such that the City matches one dollar for every dollar contributed by the City Manager up to a maximum of \$7,750.

7. Paragraph 12.2 (Sick Leave) of the Agreement is amended to add subsection (a) as follows:

(a) Effective April 16, 2024, the City Manager's current sick leave accrual bank shall be increased to the maximum accrual of 576 hours of sick leave, to reflect the reinstatement of the accrued, unused sick leave hours that remained in his prior sick leave bank at the conclusion of his prior City employment. The resulting amount shall not exceed the maximum permissible accrual of 576 hours of sick leave.

8.. Except as specifically modified and amended in this Amendment, the Agreement remains in full force and effect and binding upon the Parties.

9. Effective Date. This Amendment shall be effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment.

City Manager

City of Lawndale

Sean M. Moore

Robert Pullen-Miles, Mayor

Attest

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT 2

Resolution No. CC-2404-067

Resolution of the City Council of the City of Lawndale, California Adopting the Fourth Amendment to the City-wide Salary and Pay Schedule for Fiscal Year 2023-2024, with Exhibit “A”

RESOLUTION NO. CC-2404-067

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING A FOURTH AMENDMENT TO THE PUBLICLY AVAILABLE CITY-WIDE
SALARY AND PAY SCHEDULE AS REQUIRED BY CALPERS FOR FISCAL YEAR 2023-2024**

WHEREAS, the City of Lawnsdale ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council approved Resolution No. CC-2308-034, Resolution No. CC-2403-058, and Resolution No. CC-2404-065, adopting a publicly available pay schedule for the period covering fiscal year 2023 through 2024; and

WHEREAS, the City Council of the City now desires to amend the pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 to reflect changes made to THE City Manager salary, which will become effective April 16, 2024.

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby amended and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 effective upon the City Council's approval OF Amendment to the City Manager's agreement.

SECTION 2. That this City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

PASSED, APPROVED AND ADOPTED this 15th day of April, 2024.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2404-067 at a regular meeting of said Council held on the 15th day of April, 2024, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Bernadette Suarez, Mayor Pro Tem					
Pat Kearney					
Rhonda Hofmann Gorman					
Sirley Cuevas					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

EXHIBIT “A”

CITY OF LAWNDALe CITY-WIDE SALARY/ PAY SCHEDULE FOURTH AMENDMENT FOR FISCAL YEAR 2023-2024

CITYWIDE SALARY AND PAY SCHEDULE
FISCAL YEAR 2023-24

amended_APRIL 15, 2024

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2002	Deputy City Clerk	74	\$5,734	\$68,809	\$6,021	\$72,249	\$6,322	\$75,862	\$6,638	\$79,655	\$6,970	\$83,637	AFSCME MID-MANAGEMENT UNIT (MM)
5006	Assistant Planner	79	\$6,027	\$72,319	\$6,328	\$75,935	\$6,644	\$79,731	\$6,976	\$83,718	\$7,325	\$87,904	AFSCME MID-MANAGEMENT UNIT (MM)
5003	Grant/Economic Dev Coordinator	82	\$6,209	\$74,510	\$6,520	\$78,236	\$6,846	\$82,147	\$7,188	\$86,255	\$7,547	\$90,567	AFSCME MID-MANAGEMENT UNIT (MM)
3003	Community Services Supervisor	86	\$6,461	\$77,535	\$6,784	\$81,412	\$7,124	\$85,483	\$7,480	\$89,757	\$7,854	\$94,245	AFSCME MID-MANAGEMENT UNIT (MM)
1002	Administrative Analyst	87	\$6,526	\$78,311	\$7,195	\$86,338	\$7,195	\$86,338	\$7,555	\$90,654	\$7,932	\$95,187	AFSCME MID-MANAGEMENT UNIT (MM)
7003	Assistant Engineer	87	\$6,526	\$78,311	\$7,195	\$86,338	\$7,195	\$86,338	\$7,555	\$90,654	\$7,932	\$95,187	AFSCME MID-MANAGEMENT UNIT (MM)
6003	Municipal Services Supervisor	93	\$6,927	\$83,128	\$7,274	\$87,285	\$7,637	\$91,649	\$8,019	\$96,232	\$8,420	\$101,043	AFSCME MID-MANAGEMENT UNIT (MM)
8001	Maintenance Supervisor	96	\$7,137	\$85,647	\$7,494	\$89,930	\$7,869	\$94,426	\$8,262	\$99,147	\$8,675	\$104,105	AFSCME MID-MANAGEMENT UNIT (MM)
1010	Senior Management Analyst	97	\$7,209	\$86,504	\$7,569	\$90,829	\$7,948	\$95,370	\$8,345	\$100,139	\$8,762	\$105,146	AFSCME MID-MANAGEMENT UNIT (MM)
5005	Associate Planner	98	\$7,281	\$87,369	\$7,645	\$91,737	\$8,027	\$96,324	\$8,428	\$101,140	\$8,850	\$106,197	AFSCME MID-MANAGEMENT UNIT (MM)
7002	Associate Engineer	107	\$7,963	\$95,554	\$8,361	\$100,332	\$8,779	\$105,348	\$9,218	\$110,616	\$9,679	\$116,147	AFSCME MID-MANAGEMENT UNIT (MM)
5004	Senior Planner	109	\$8,123	\$97,475	\$8,529	\$102,348	\$8,955	\$107,466	\$9,403	\$112,839	\$9,873	\$118,481	AFSCME MID-MANAGEMENT UNIT (MM)
9001	Cable Television Supervisor	113	\$8,453	\$101,433	\$8,875	\$106,504	\$9,319	\$111,829	\$9,785	\$117,421	\$10,274	\$123,292	AFSCME MID-MANAGEMENT UNIT (MM)
5002	Community Development Manager	120	\$9,062	\$108,749	\$9,516	\$114,187	\$9,991	\$119,896	\$10,491	\$125,891	\$11,015	\$132,186	AFSCME MID-MANAGEMENT UNIT (MM)
4002	Accounting Manager	121	\$9,153	\$109,837	\$9,611	\$115,329	\$10,091	\$121,095	\$10,596	\$127,150	\$11,126	\$133,507	AFSCME MID-MANAGEMENT UNIT (MM)
6002	Municipal Services Manager	125	\$9,525	\$114,297	\$10,001	\$120,012	\$10,501	\$126,012	\$11,026	\$132,313	\$11,577	\$138,928	AFSCME MID-MANAGEMENT UNIT (MM)
3002	Community Services Manager	125	\$9,525	\$114,297	\$10,001	\$120,012	\$10,501	\$126,012	\$11,026	\$132,313	\$11,577	\$138,928	AFSCME MID-MANAGEMENT UNIT (MM)
3006	Senior Nutrition Specialist	6	\$2,915	\$34,978	\$3,061	\$36,726	\$3,214	\$38,563	\$3,374	\$40,491	\$3,543	\$42,516	AFSCME CLASSIFIED UNIT (CL)
8004	Maintenance Worker I	40	\$4,088	\$49,059	\$4,293	\$51,512	\$4,507	\$54,087	\$4,733	\$56,792	\$4,969	\$59,631	AFSCME CLASSIFIED UNIT (CL)
6005	Municipal Services Officer I	40	\$4,088	\$49,059	\$4,293	\$51,512	\$4,507	\$54,087	\$4,733	\$56,792	\$4,969	\$59,631	AFSCME CLASSIFIED UNIT (CL)
3011	Transit Operator	42	\$4,170	\$50,045	\$4,379	\$52,547	\$4,598	\$55,174	\$4,828	\$57,933	\$5,069	\$60,830	AFSCME CLASSIFIED UNIT (CL)
8003	Maintenance Worker II	52	\$4,607	\$55,281	\$4,837	\$58,045	\$5,079	\$60,947	\$5,333	\$63,994	\$5,600	\$67,194	AFSCME CLASSIFIED UNIT (CL)
4005	Accounting Specialist	53	\$4,653	\$55,833	\$4,885	\$58,625	\$5,130	\$61,556	\$5,386	\$64,634	\$5,655	\$67,866	AFSCME CLASSIFIED UNIT (CL)
5008	Building Permit Specialist	59	\$4,939	\$59,268	\$5,186	\$62,232	\$5,445	\$65,343	\$5,718	\$68,611	\$6,003	\$72,041	AFSCME CLASSIFIED UNIT (CL)
6004	Municipal Services Officer II	60	\$4,988	\$59,861	\$5,238	\$62,854	\$5,500	\$65,997	\$5,775	\$69,297	\$6,063	\$72,761	AFSCME CLASSIFIED UNIT (CL)
1004	Office /Personnel Assistant	61	\$5,038	\$60,460	\$5,290	\$63,483	\$5,555	\$66,657	\$5,832	\$69,990	\$6,124	\$73,489	AFSCME CLASSIFIED UNIT (CL)
1005	Administrative Assistant II	61	\$5,038	\$60,460	\$5,290	\$63,483	\$5,555	\$66,657	\$5,832	\$69,990	\$6,124	\$73,489	AFSCME CLASSIFIED UNIT (CL)
3004	Recreation Coordinator	61	\$5,038	\$60,460	\$5,290	\$63,483	\$5,555	\$66,657	\$5,832	\$69,990	\$6,124	\$73,489	AFSCME CLASSIFIED UNIT (CL)
4004	Community Services Coordinator	61	\$5,038	\$60,460	\$5,290	\$63,483	\$5,555	\$66,657	\$5,832	\$69,990	\$6,124	\$73,489	AFSCME CLASSIFIED UNIT (CL)
4003	Accounting / Payroll Specialist	64	\$5,191	\$62,292	\$5,451	\$65,406	\$5,723	\$68,677	\$6,009	\$72,110	\$6,310	\$75,716	AFSCME CLASSIFIED UNIT (CL)
8002	Maintenance Worker III	68	\$5,402	\$64,821	\$5,672	\$68,062	\$5,955	\$71,465	\$6,253	\$75,038	\$6,566	\$78,790	AFSCME CLASSIFIED UNIT (CL)
6008	Code Enforcement Officer I	73	\$5,677	\$68,127	\$5,961	\$71,534	\$6,259	\$75,111	\$6,572	\$78,866	\$6,901	\$82,809	AFSCME CLASSIFIED UNIT (CL)
7004	Engineering Technician	73	\$5,677	\$68,127	\$5,961	\$71,534	\$6,259	\$75,111	\$6,572	\$78,866	\$6,901	\$82,809	AFSCME CLASSIFIED UNIT (CL)
1102	Public Works Inspector	74	\$5,734	\$68,809	\$6,021	\$72,249	\$6,322	\$75,862	\$6,638	\$79,655	\$6,970	\$83,637	AFSCME CLASSIFIED UNIT (CL)
6009	Code Enforcement Officer II	79	\$6,027	\$72,319	\$6,328	\$75,935	\$6,644	\$79,731	\$6,976	\$83,718	\$7,325	\$87,904	AFSCME CLASSIFIED UNIT (CL)
1006	Executive Assistant	87	\$6,526	\$78,311	\$6,852	\$82,226	\$7,195	\$86,338	\$7,555	\$90,654	\$7,932	\$95,187	AFSCME CLASSIFIED UNIT (CL)
Job ID	Current Job Title	Range	Hourly		Hourly		Hourly		Hourly		Hourly		Bargaining Group
3008	Delivery Worker	3	\$16.32		\$17.14		\$17.99		\$18.89		\$19.84		PART-TIME EMPLOYEES HOURLY (PT)
3005	Recreation Leader	3	\$16.32		\$17.14		\$17.99		\$18.89		\$19.84		PART-TIME EMPLOYEES HOURLY (PT)
3010	Senior Recreation Leader	6	\$16.82		\$17.66		\$18.54		\$19.47		\$20.44		PART-TIME EMPLOYEES HOURLY (PT)
9003	CATV Production Assistant	35	\$22.44		\$23.56		\$24.74		\$25.98		\$27.28		PART-TIME EMPLOYEES HOURLY (PT)
1007	Office Assistant	38	\$23.12		\$24.28		\$25.49		\$26.77		\$28.10		PART-TIME EMPLOYEES HOURLY (PT)
8005	Maintenance Worker I	40	\$23.59		\$24.77		\$26.00		\$27.30		\$28.67		PART-TIME EMPLOYEES HOURLY (PT)
6006	Municipal Services Officer I	40	\$23.59		\$24.77		\$26.00		\$27.30		\$28.67		PART-TIME EMPLOYEES HOURLY (PT)
3012	Transit Operator	42	\$24.06		\$25.26		\$26.53		\$27.85		\$29.25		PART-TIME EMPLOYEES HOURLY (PT)
9002	CATV Production Assistant II	45	\$24.79		\$26.03		\$27.33		\$28.70		\$30.13		PART-TIME EMPLOYEES HOURLY (PT)
1103	Emergency Preparedness Coordinator	51	\$26.31		\$27.63		\$29.01		\$30.46		\$31.98		PART-TIME EMPLOYEES HOURLY (PT)
6007	Municipal Services Officer II	60	\$28.78		\$30.22		\$31.73		\$33.32		\$34.98		PART-TIME EMPLOYEES HOURLY (PT)
6010	Code Enforcement Officer I	73	\$32.75		\$34.39		\$36.11		\$37.92		\$39.81		PART-TIME EMPLOYEES HOURLY (PT)
5007	Associate Planner	98	\$42.00		\$44.10		\$46.31		\$48.63		\$51.06		PART-TIME EMPLOYEES HOURLY (PT)

CITYWIDE SALARY AND PAY SCHEDULE
FISCAL YEAR 2023-24

amended_ APRIL 15, 2024

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2001	Assistant City Clerk	127	\$9,716	\$116,594	\$10,202	\$122,424	\$10,712	\$128,545	\$11,248	\$134,972	\$11,810	\$141,721	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1008	Deputy CM/Human Resources Director	164	\$14,041	\$168,487	\$14,743	\$176,912	\$15,480	\$185,757	\$16,254	\$195,045	\$17,066	\$204,797	CENTRAL MANAGEMENT EMPLOYEES (CMT)
6001	Director of Municipal Services	146	\$11,738	\$140,858	\$12,325	\$147,901	\$12,941	\$155,296	\$13,588	\$163,061	\$14,268	\$171,214	CENTRAL MANAGEMENT EMPLOYEES (CMT)
3001	Director of Community Services	146	\$11,738	\$140,858	\$12,325	\$147,901	\$12,941	\$155,296	\$13,588	\$163,061	\$14,268	\$171,214	CENTRAL MANAGEMENT EMPLOYEES (CMT)
5001	Director of Communtiy Development	156	\$12,966	\$155,595	\$13,615	\$163,375	\$14,295	\$171,544	\$15,010	\$180,121	\$15,761	\$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
4001	Director of Finance/ City Treasurer	156	\$12,966	\$155,595	\$13,615	\$163,375	\$14,295	\$171,544	\$15,010	\$180,121	\$15,761	\$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1100	Director of Public Works/ City Engineer	156	\$12,966	\$155,595	\$13,615	\$163,375	\$14,295	\$171,544	\$15,010	\$180,121	\$15,761	\$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Yearly		Yearly		Yearly		Yearly		Yearly		
1001	City Manager										\$254,869		Contract



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 15, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Public Works & City Engineering Oversight, Contract Project Manager
Nabi Sidiqi, Assistant Engineer 

SUBJECT: **Approve the First Amendment to Contract Services Agreement for Lawndale Security Improvement Project**

BACKGROUND

The City of Lawndale facilities are in need of security system upgrades. Facilities include the Public Works Department, Municipal Services Department (MSD), Los Angeles Sheriff Department, and City Hall. Existing cameras at the City Hall, MSD and Public Works are outdated, providing low resolution images and a narrow frame of reference. The new system will provide more memory for saving images, a wider field of vision, higher quality and resolution cameras, and equipment that is able to be remotely controlled from a tablet or phone by authorized users. The scope of work includes the design of the security system, installation of the highest quality security cameras, associated equipment, software, implementation, configuration, testing and training for all facilities.

STAFF REVIEW

The current agreement is set to expire on May 31, 2024 however, the agreement allows for the option to extend upon request. Staff recommends that City Council approve the First Amendment to the Lawndale Security Improvement Project Agreement to extend the agreement an additional seven months through December 31, 2024. Furthermore, Am-Tec Total Security, Inc. has agreed to maintain the current project amount.

LEGAL REVIEW

The City Attorney has reviewed the Staff Report and First Amendment and approved as to form.

FISCAL IMPACT

The current FY 2023-24 budget will not be affected by extending the contract term and the leftover amount will be carried over to the FY 2024-25 budget.

RECOMMENDATION

Staff recommends that the City Council approve the First Amendment to the Lawndale Security Improvement Project Agreement with Am-Tec Total Security Inc. to extend the term for an additional seven months for a new expiration date of December 31, 2024 and no increase to the current project amount.

ATTACHMENT

- A. First Amendment to Lawndale Security Improvement Project Agreement
- B. Contract Services Agreement for Lawndale Security Improvement Project with Am-Tec Total Security Inc.

Attachment A

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR LAWNDALE SECURITY IMPROVEMENT PROJECT**

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "FIRST Amendment") is made and entered into this 15th day of April, 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Am-Tec Total Security, Inc., a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Lawndale Security Improvement Project" (the "Agreement") on or about January 16th, 2024; and

WHEREAS, it is the desire of the City and the Contractor amended the Agreement with the First Amendment to contract to correct the Term of the agreement to December 31, 2024 as set forth in the First Amendment, effective as of April 15th, 2024.

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

SECTION 1. Section 3.4 of the Agreement entitled "Term", is amended to extend the term of the Contract services date to no later than December 31, 2024.

SECTION 2. Except as expressly provided for in this First Amendment all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

**CITY:
CITY OF LAWNDAL, E,
A MUNICIPAL COPORATION**

Robert Pullen-Miles, Mayor

ATTEST:

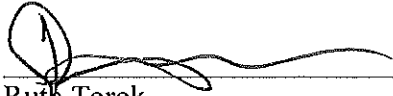
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR:
Am-Tec Total Security Inc.
A California Corporation

By:



Ruth Torok
President

By:



Jeff Torok
Vice President

Address: 4075 Schaefer Avenue,
Chino, CA 91710

Attachment B

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
LAWNDALE SECURITY IMPROVEMENT PROJECT

This Contract Services Agreement ("Agreement") is made and entered into this 16th day of January, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Am-Tec Total Security Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity or contractors performing contract services. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Contractor's Proposal. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such

extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Hundred Seventy-Five Thousand and Two Hundred Seventy-Five dollars and Eighty-Eight cents (\$175,275.88)** ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than May 31, 2024.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Ruth Torok is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced, nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$2,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of _____ insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may not be cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 **RECORDS AND REPORTS**

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor and the City shall indemnify the Contractor for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services

hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

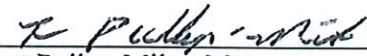
9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

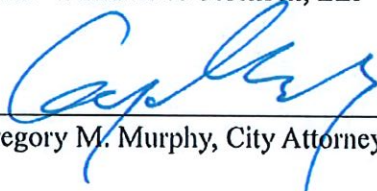
CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: 
Robert Pullen-Miles, Mayor

ATTEST:

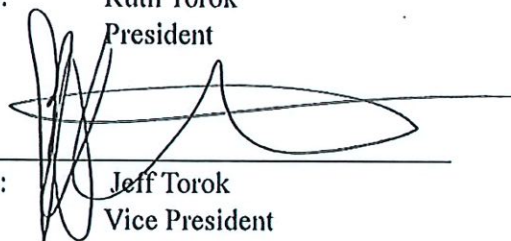

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP


Gregory M. Murphy, City Attorney

CONTRACTOR:
Am-Tec Total Security Inc.
a [California corporation]

By: 
Name: Ruth Torok
Title: President


By:
Name: Jeff Torok
Title: Vice President

Address: 4075 Schaefer Avenue,
Chino, CA 91710

NOTES REGARDING EXHIBITS

EXHIBIT A – For the Scope of Services, please refer to the Request for Proposal.

EXHIBIT B – For the Special Requirements, please refer to the Request for Proposal.

EXHIBIT C – For the Schedule of Compensation, please refer to the Contract Services Agreement.

EXHIBIT D – For the Schedule of Performance, please refer to the Request for Proposal.



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

[Back to Agenda](#)

DATE: April 15, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez, Community Development Manager

SUBJECT: Amendment to the FY 2024-2025 CDBG Budget allocation

BACKGROUND

The Fiscal Year 2024-2025 budget for the City of Lawndale contains Community Development Block Grant (CDBG) funds in the amount of \$228,000. CDBG funds are federal monies that the City receives as a participant in the Los Angeles Urban County CDBG program through the Los Angeles County Development Authority (LACDA) allocation. CDBG funds may only be spent in those areas of Lawndale determined to be block grant-eligible and include such projects and programs as senior activities, senior nutrition and street improvements.

The City has been utilizing the services of Michael Baker International (MBI) to assist City staff administer the City's CDBG program. MBI has been providing their technical assistance since 2018.

STAFF REVIEW

Staff is requesting an amendment to the CDBG Budget FY 2024/2025 to change the proposed streets in order to better utilize the CDBG funds which will be more cost effective. The amendment will change the previously approved streets, which will be moved up the schedule to begin within the next few months. The changes on the proposed streets are shown below.

CDBG FY 2024/2025 Approved resurfacing projects

Street Name:	From:	To:	PCI:	Estimated:
165th	Firmona Ave.	Grevillea	~65	\$75,000
171st	Larch Ave.	Freeman	~48	\$45,000
159th	Grevillea Ave.	Hawthorne Blvd	~67	\$50,000
173rd	Grevillea Ave.	Firmona Ave.	~57	\$58,000
Total				\$228,000

The three streets in red above will be worked on this year 2024 with measure M and SB1 funds instead of CDBG.

Proposed Amendment to 2024-2025 CDBG-Funded resurfacing projects

Street Name:	From:	To:	PCI:	Estimated:
Mansel	147th	145th St.	~ 23	\$88,000
Grevillea	Manhattan Beach Blvd.	159th St.	~51	\$46,000
159th	Grevillea Ave.	Hawthorne Blvd	~67	\$28,000
Total				\$162,000

Streets in red will be worked on with the FY 2024-2025 CBDG budget allocation funds.

COMMISSION REVIEW

Not applicable.

LEGAL REVIEW

The City Attorney has reviewed the proposed CBDG allocation amendment and has approved it to form.

FUNDING

The agreement will amend the CBDG Budget for FY 2024/2025 in order to better utilize CBDG funds which will ultimately be more cost effective.

RECOMMENDATION

Staff recommends that the City Council approve the amendment to the CBDG budget allocation to implement the Community Development Block Grant.

Attachment: A) CBDG Budget allocation FY 2024/25 Staff Report
B) Amendment to Budget allocation FY 2024/25

ATTACHMENT “A”

CDBG Budget allocation FY 2024/25 Staff report

RESOLUTION NO. CC-2312-047

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING THE CITY'S COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FISCAL YEAR 2024-2025**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, for the past 49 years the City of Lawnsdale (City) has participated in the Community Development Block Grant (CDBG) Program which was established under the Act; and

WHEREAS, the City has received a planning estimate that \$268,304 in CDBG funds will be available to the City for the 2024-2025 Fiscal Year; and

WHEREAS, the City has posted information regarding the Community Development Block Grant Program as required by law and, after notice duly given as required by law, held a public hearing on December 18, 2023 to consider approving the City's proposed Community Development Block Grant Program for fiscal year 2024-2025, and evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the City Council has reviewed, analyzed and studied said proposal.

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

SECTION 1. The CDBG projects, FY 2024-2025 funding allocations, as listed in the CDBG Funding Chart for FY 2024-2025 as set forth on Exhibit A attached hereto and incorporated herein are hereby approved as the City's CDBG Program for Fiscal Year 2024-2025.

SECTION 2. That the Mayor and/or City Manager are authorized and directed to submit the City's proposed 2024-2025 planning documents to the Los Angeles County Development Authority (LACDA) setting forth the City's proposed projects and funding allocations. Should minor adjustments to the allocations vary from the figures contained herein and/or any amounts remaining unspent at the close of the preceding fiscal year, the City Manager is authorized to adjust funding to the approved eligible activities as necessary.

SECTION 3. That the Mayor and/or City Manager are authorized to execute all necessary contracts and agreements with the Los Angeles County Development Authority (LACDA) and

with each approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 18th day of December, 2023


Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erika Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Resolution No. CC-2312-047 at its regular meeting held on the 18th day of December, 2023, and duly approved and adopted said resolution at its regular meeting held on the 18th day of December, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	x				
Sirley Cuevas, Mayor Pro Tem	x				
Pat Kearney	x				
Bernadette Suarez	x				
Rhonda Hofmann Gorman	x				


Erica Harbison, City Clerk

APPROVED AS TO FORM:

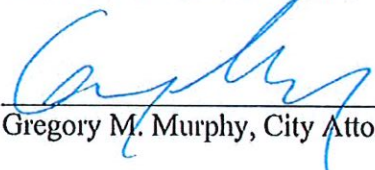

Gregory M. Murphy, City Attorney

EXHIBIT A
CDBG FUNDING CHART FOR FY 2024-2025

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total																														
Senior Activities (Max. 15%) Nutrition	\$ 40,245	N/A	\$ 40,245																														
Street Projects	\$228,000	\$ N/A	\$228,059																														
<table><tr><th>Street Name:</th><th>From:</th><th>To:</th><th>PCI:</th><th>Estimated:</th></tr><tr><td>165th</td><td>Firmona Ave.</td><td>Grevillea</td><td>~65</td><td>\$75,000</td></tr><tr><td>171St</td><td>Larch Ave.</td><td>Freeman</td><td>~48</td><td>\$45,000</td></tr><tr><td>159th</td><td>Grevillea Ave.</td><td>Hawthorne Blvd</td><td>~67</td><td>\$50,000</td></tr><tr><td>173rd</td><td>Grevillea Ave.</td><td>Firmona Ave.</td><td>~57</td><td>\$58,000</td></tr><tr><td colspan="2">Total</td><td></td><td></td><td>\$228,000</td></tr></table>				Street Name:	From:	To:	PCI:	Estimated:	165 th	Firmona Ave.	Grevillea	~65	\$75,000	171 St	Larch Ave.	Freeman	~48	\$45,000	159 th	Grevillea Ave.	Hawthorne Blvd	~67	\$50,000	173 rd	Grevillea Ave.	Firmona Ave.	~57	\$58,000	Total				\$228,000
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Total				\$228,000																													
TOTAL	\$268,245	\$ N/A	\$268,304																														



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: December 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez, Community Development Manager

SUBJECT: Selection of Projects for the Fiscal Year 2024-25 (50th) Program Year of the Community Development Block Grant Program

BACKGROUND

The 1974 Housing and Urban Development Act established the Community Development Block Grant (CDBG) program to allocate Federal funds for State and local use. The use of these funds is restricted to programs that assist low and moderate-income people. A secondary objective is to prevent and eliminate slum and blight conditions within a community.

The City of Lawndale is a participant in the Los Angeles Urban County CDBG program and receives an annual allocation of CDBG funds from the Los Angeles County Development Authority (LACDA). The current estimate for the new CDBG allocation for FY 2024-25 is \$268,304. This estimate is based on current CDBG funding levels and is consistent with the amount of funding the City has received over the last several years. This proposed CDBG allocation is a planning estimate only; LACDA will release final appropriations in spring 2024. The City's final CDBG allocation is generally within five to ten percent (5%-10%) of the estimate provided.

There are several other requirements for CDBG programs. CDBG funds may only be spent in those areas of the City determined to be block grant eligible (See Attachment A). The public must be given the opportunity to comment on the proposed budget (See Attachment B, Public Hearing Notice). Notices of a public hearing were posted at City Hall on December 4, 2023, and published in the *Daily Breeze* on December 6, 2023, pursuant to the applicable public noticing requirements.

Lastly, the maximum amount of CDBG monies that the City may devote to public service projects is up to 15% of its new year allocation (approximately \$40,245) and no single public service activity may be funded for less than \$10,000.

The recommended CDBG expenditures for FY 2024-25 are consistent with the requirements listed above. The City's FY 2024-25 proposed program of projects and funding levels must be submitted to the LACDA no later than February 1, 2024. The project have been submitted to LACDA before the deadline.

STAFF REVIEW

As described previously, each year the LACDA provides a planning estimate of new CDBG funds that will be made available to the City. The proposed budget retains existing programs and provides sufficient funding for critical projects. The proposed funding strategy is as follows:

City Council Meeting – December 18, 2023
Selection of Projects for the Fiscal Year 2024-25 (50th) Program Year of CDBG Program

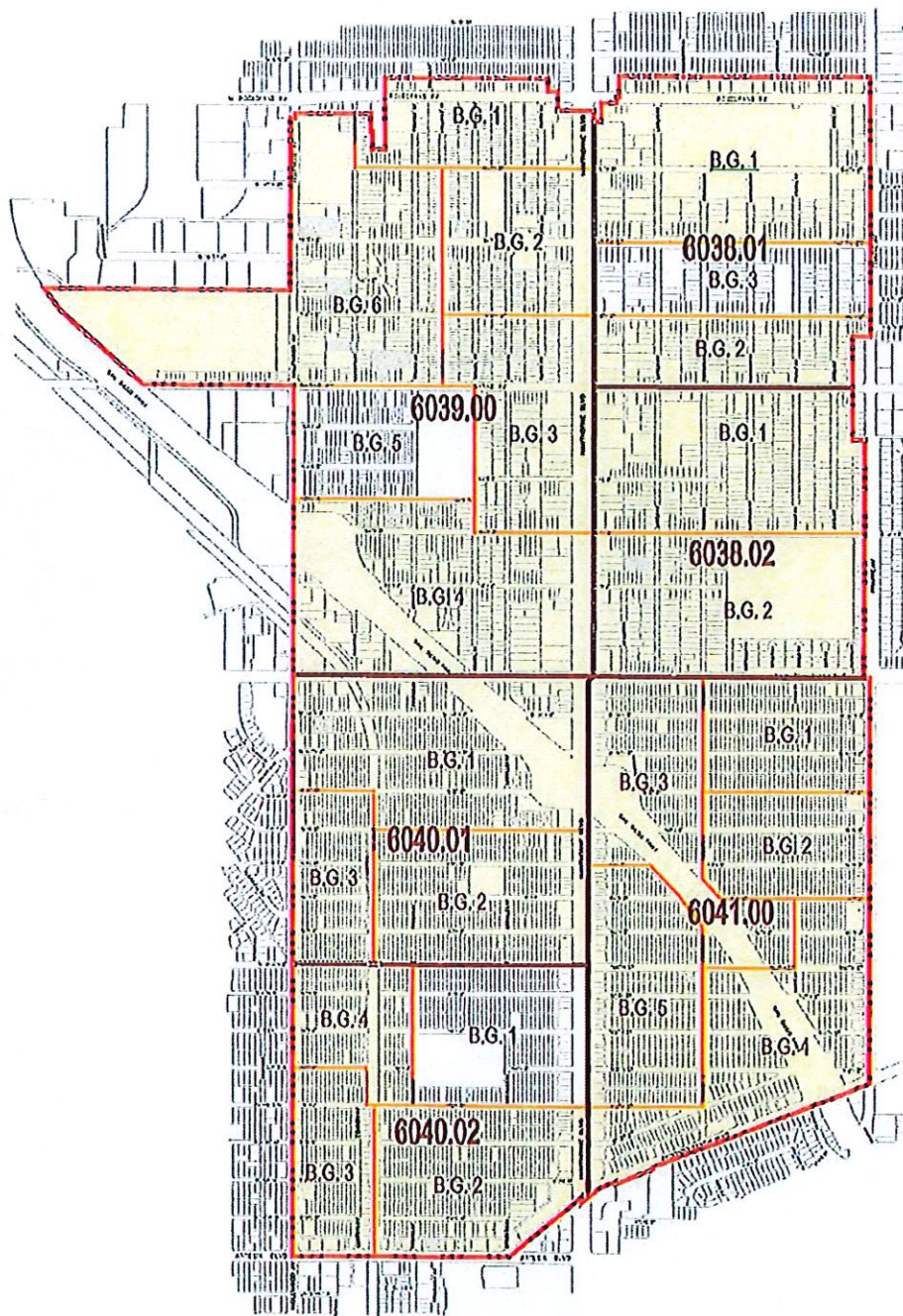
RECOMMENDATION

It is recommended that the City Council:

1. Conduct a public hearing;
2. Adopt the FY 2024-25 budget for the CDBG program; and
3. Adopt Resolution No. CC-2312-047, Approving the City's participation in the FY 2024-25 CDBG Program.

ATTACHMENTS

- A. CDBG Eligible Low/Mod Census Tract Map
- B. Public Hearing Notice
- C. Resolution No. CC-2312-047

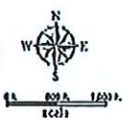


GDBG - LOW AND MODERATE INCOME AREA MAP
2010 CENSUS AREAS

(As of July 1, 2014)

LEGEND:

- CITY BOUNDARY
- LOW AND MODERATE INCOME BLOCK GROUPS
- CENSUS TRACT
- BLOCK GROUP



ATTACHMENT B
Public Hearing Notice



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in Daily Breeze on the dates indicated below. If changes are needed, please contact us prior to deadline at (310) 543-6635.

Notice ID: rWDB1N3cIPj7h4OIvCUf | Proof Updated: Dec. 01, 2023 at 02:11pm PST
Notice Name: CDBG notice (5007749) | Publisher ID: 0011636753

See Proof on Next Page

FILER	FILING FOR
Jared Chavez jchavez@lawndalecity.org (310) 972-3206	Daily Breeze
Columns Wide: 2	Ad Class: Legals
12/06/2023: City Notices	275.03
Subtotal	\$275.03
Tax %	0
Total	\$275.03

ATTACHMENT C
Resolution No. CC-2312-47

with each approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 18th day of December, 2023

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erika Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Resolution No. CC-2312-047 at its regular meeting held on the 18th day of December, 2023, and duly approved and adopted said resolution at its regular meeting held on the 18th day of December, 2023, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Sirley Cuevas, Mayor Pro Tem					
Pat Kearney					
Bernadette Suarez					
Rhonda Hofmann Gorman					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT “B”

Amendment to CDBG Budget Allocation FY 2024/25

RESOLUTION NO. CC-2404-068

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
AMENDING THE CITY'S COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FISCAL YEAR 2024-2025**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, for the past 49 years the City of Lawndale (City) has participated in the Community Development Block Grant (CDBG) Program which was established under the Act; and

WHEREAS, the City has received a planning estimate that \$268,304 in CDBG funds will be available to the City for the 2024-2025 Fiscal Year; and

WHEREAS, the City has posted information regarding the Community Development Block Grant Program as required by law and, after notice duly given as required by law, held a public hearing on December 18, 2023 to consider approving the City's proposed Community Development Block Grant Program for fiscal year 2024-2025, and evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the City Council has reviewed, analyzed and studied said proposal.

WHEREAS, the City is requesting to amend the program for the use of its CDBG allocation for fiscal year 2024-2025 revising the previously-approved list of streets to be remediated to delete some streets and include new streets for the purpose of most effectively deploying CDBG funds for the community; and

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

SECTION 1. The CDBG projects, FY 2024-2025 funding allocations, as listed in the CDBG Funding Chart for FY 2024-2025 as set forth on Exhibit A attached hereto and incorporated herein are hereby approved as the City's CDBG Program for Fiscal Year 2024-2025.

SECTION 2. That the Mayor and/or City Manager are authorized and directed to submit the City's proposed amendment to the fiscal year 2024-2025 CDBG Program setting forth the City's proposed projects and funding allocations. Should minor adjustments to the allocations vary from the figures contained herein and/or any amounts remaining unspent at the close of the preceding fiscal year, the City Manager is authorized to adjust funding to the approved eligible activities as necessary.

SECTION 3. That the Mayor and/or City Manager are authorized to execute all necessary contracts and agreements with the Los Angeles County Development Authority (LACDA) and with each approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 15th day of April 2024.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Erika Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Resolution No. CC-2404-068 at its regular meeting held on the 15th day of April, 2024, and duly approved and adopted said resolution at its regular meeting held on the 15th day of April, 2024, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Bernadette Suarez, Mayor Pro Tem					
Pat Kearney					
Rhonda Hofmann Gorman					
Sirley Cuevas					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

EXHIBIT A
CDBG FUNDING CHART FOR FY 2024-2025

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total																									
Senior Activities (Max. 15%) Nutrition	\$ 40,245	N/A	\$ 40,245																									
Street Projects	\$228,000	\$ N/A	\$228,059																									
<table><tr><th>Street Name:</th><th>From:</th><th>To:</th><th>PCI :</th><th>Estimated:</th></tr><tr><td>Mansel</td><td>147th</td><td>145th</td><td>~23</td><td>\$88,000</td></tr><tr><td>Grevillea</td><td>Manhattan Beach Blvd.</td><td>159th</td><td>~51</td><td>\$46,000</td></tr><tr><td>159th</td><td>Grevillea</td><td>Hawthorne</td><td>~67</td><td>\$50,000</td></tr><tr><td colspan="2">Total</td><td colspan="2"></td><td>\$228,000</td></tr></table>				Street Name:	From:	To:	PCI :	Estimated:	Mansel	147th	145th	~23	\$88,000	Grevillea	Manhattan Beach Blvd.	159th	~51	\$46,000	159th	Grevillea	Hawthorne	~67	\$50,000	Total				\$228,000
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TOTAL	\$268,245	\$ N/A	\$268,304																									



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: April 15, 2024
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk 
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.