CITY OF LAWNDALE

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

AGENDA
LAWNDALE CITY COUNCIL REGULAR MEETING
Monday, June 6, 2022 - 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 speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up. You are still eligible to submit comment via the Temporary eComment Policy for Public Meetings, the comments will be read verbatim into the record.

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, with limited capacity, while strictly adhering to the **City Facilities Entry Protocols**. 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 & Frontier Channel 3.

Copies of this Agenda packet may be obtained prior to the meeting outside of 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. **LA County Sherriff's Department Updates**
b. **LA County Fire Department Updates**

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

E. COMMENTS FROM COUNCIL

F. CONSENT CALENDAR

Items 1 through 10, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. **First Amendment to Staff Augmentation Services Agreement with Transtech Engineers, Inc.**
Recommendation: that the City Council (a) approve the First Amendment to the Contract Services Agreement with Transtech Engineers, Inc., extending services for a six (6) month term, July 1, 2022 through December 31, 2022, in an amount not to exceed $39,000 (b) and

authorize the Finance Department to transfer $39,000 from the Community Development Department's "Salaries-Full Time" account to the department's "Contract Services" account.

2. November 8, 2022 General Municipal Election – Calling for the Election, Requesting County Consolidation and Services, and Adopting Regulations for Candidates Statements

Recommendation: that the City Council (a) adopt Resolution No. CC-2206-024, calling for the November 8, 2022 General Municipal Election, designating the Assistant City Clerk as the Election Official; (b) adopt Resolution No. CC-2206-025, requesting County Services; and (c) adopt Resolution No. CC-2206-026, adopting candidate statement regulations.

3. Conflict of Interest Code Notification

Recommendation: that the City Council direct staff and the City Attorney to review the City's Conflict of Interest Code to determine whether any revisions are required and to submit findings to the City Council no later than October 3, 2022.

4. Annual Investment Policy

Recommendation: that the City Council adopt Resolution No. CC-2206-027, reaffirming City Council Policy No. 80-04 pertaining to the City's Investment Policy.

5. Telecom Law Firm – Third Amendment to Agreement

Recommendation: that the City Council (a) approve the Third Amendment to the agreement with Telecom Law Firm PC for an additional fee no to exceed $26,000 increasing the total contract sum to $100,500 and (b) extend the agreement term to June 30, 2023.

6. Los Angeles County Sheriff's Department Law Enforcement Services Agreement and Service Level Authorization

Recommendation: that the City Council approve the $108,012 increase to the Fiscal Year 2022/2023 for costs of Sheriff's Services for the City, and authorize the City Manager to execute the Fiscal Year 2022/2023 Service Level Authorization on behalf of the City.

7. Photocopier Lease and Maintenance Agreement

Recommendation: that the City Council approve and authorize the City Manager or designee to enter into the NASPO ValuePoint Master Agreement with Ricoh USA, Inc., and execute any other documents necessary to implement the agreement with Ricoh USA, Inc. for the lease and maintenance of five (5) copiers for five (5) year period.

8. Consideration of Claim Against the City

Recommendation: that the City Council reject the claim filed by Mercury Insurance Company on behalf of Rolando Juniel and instruct staff to process the appropriate correspondence to the claimant.

9. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2206-023 authorizing the payment of certain claims and demands in the amount of $230,277.21.

10. Minutes of the Lawndale City Council Regular Meeting – May 16, 2022

Recommendation: that the City Council approve.

G. ADMINISTRATION

11. Award of Contract for Landscape Maintenance and Tree Trimming Services to Mariposa Landscapes, Inc.
Recommendation: that the City Council award the proposed agreement to Mariposa Landscapes, Inc. for an amount not-to-exceed $2,748,379.98 over a three year term with the option to extend for two additional one-year terms, for the Landscape Maintenance and Tree Trimming Services (b) reject all other proposals received.

12. First Amendment to the Professional Services Agreement for Staff Augmentation Services Agreement with W.G. Zimmerman Engineering, Inc.
Recommendation: that the City Council approve the First Amendment to the Professional Services Agreement with W.G. Zimmerman Engineering, Inc. for 2022 Public Works Department staff augmentation for an amount not to exceed $38,400.

H. CITY MANAGER REPORT

13. Potential Cancellation of the Upcoming City Council Meeting
Recommendation: that the City Council cancel the following City Council meeting: Tuesday, July 5, 2022.

I. ITEMS FROM CITY COUNCILMEMBERS

14. Resolution Opposing Eligible Tribal Gaming Initiative
Request by Councilmember Bernadette Suarez
Recommendation: that the City Council adopt Resolution No. 2206-028 affirming the opposition to California Legalize Sports Betting and American Indian Lands Initiative related to sports betting on tribal gaming casinos and licensed racetracks in California.

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

J. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Tuesday, June 21, 2022 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 will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk 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 accommodations 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 June 6, 2022 was posted not less than 72 hours prior to the meeting.

_____
Cynthia Rodriguez, Administrative Assistant

Back to Agenda

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez, Acting Director of Community Development JC
Adrian Gutierrez, Administrative Assistant II AG

SUBJECT: **Transtech Engineers, Inc. Contract Agreement Extension**

BACKGROUND

The Community Development Department is requesting a contract extension with Transtech Engineers Inc. On December 6, 2021, the City Council approved a contract service agreement with Transtech Engineers, Inc. to provide staff augmentation services for the Community Development Department.

Towards the end of 2021, both the Associate Planner and Director left the City to pursue other employment opportunities. In December 2021, the Senior Planner became the Acting Director of the department. Since then, she has performed the tasks and functions of the Director and Senior Planner positions, as well as Associate Planner duties.

The part-time contract planner serves as an aid to the department while positions are being filled. The planner works twenty hours a week and focuses on reviewing site plans, answering general planning and zoning questions, and responding to matters from the residents. The original service agreement is set to expire on June 30, 2022.

STAFF REVIEW

The Associate Planner position is currently in the process of being filled, while the Director position remains vacant. The department still needs staff augmentation services from Transtech to maintain consistent service levels while training the new full-time Associate Planner.

The Community Development Department is requesting to extend the current service agreement with Transtech for six additional months. This will allow full-time staff to focus on training the new Associate Planner, filling the vacant Director position, and handling important tasks and deadlines. The part-time contract planner will aid the department by focusing on reviewing site plans, and answering zoning questions.

LEGAL REVIEW

The City Attorney's office has reviewed contract amendment and has approved it to form.

FISCAL IMPACT

The current contract period is from December 6, 2021, to June 30, 2022, for an amount not to exceed $45,000. The cost to extend the current contract for an additional six months is $39,000 (twenty hours a week, at $75 per hour).

In addition, any hours the contract planner spends reviewing a Site Plan are billable to the project's deposit, which recovers most of the time and materials costs incurred by the City.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the contract extension with Transtech Engineers, Inc. for staff augmentation services for the Community Development Department.

2. Authorize the Finance Department to transfer $39,000 from the Community Development Department's "Salaries – Full-Time" account to the department's "Contract Services" account.

Attachments:

A. Original Contract Services Agreement with Transtech Engineers, Inc.
B. First Amendment to the Contract Services Agreement with Transtech Engineers, Inc.

ATTACHMENT "A"

Original Contract Services Agreement with Transtech Engineers, Inc.

FIRST AMENDMENT TO CONTRACT SERVICE AGREEMENT FOR STAFF AUGMENTATION SERVICES - TRANSTECH

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of June 2022, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Transtech Engineers, Inc., a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Staff Augmentation Services - Transtech" (the "Agreement") on or about December 6, 2021, and

WHEREAS, it is the desire of the City and the Consultant to amend the Agreement, as set forth in the First Amendment to extend the term until December 31, 2022.

AMENDMENT

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

1. Section 5.1 of the Agreement (Term) is amended to extend the end date of the contract from June 30, 2022 to December 31, 2022,

- SECTION 5.1 as amended:
  "Term. Unless earlier terminated in according with Section 5.2 below, this Agreement shall be extended starting on July 1, 2022 and continue in full force and effect until the completion of the services no later than December 31, 2022."

2. Section 2.1 of the Agreement (Contract Sum) is amended to include the maximum contract during the extension period starting July 1, 2022 to December 31, 2022,

- SECTION 2.1 as amended:
  "Contract Sum. For the services rendered pursuant to this Agreement, Consultant 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 thirty-nine thousand dollars ($39,000) ("Contract Sum") during the six month extension period.

MISCELLANEOUS PROVISIONS

3. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

4. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.

5. Counterparts, Facsimile, or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:
CITY OF LAWNDALE,
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

CONSULTANT:
Transtech Engineers, Inc.
a California corporation

By: _____
Ali Cayir
President

By: _____
Sybil Cayir
Secretary

Address: 13667 Benson Avenue
Chino, CA 91710

ATTACHMENT "B"

First Amendment to Contract Services Agreement
with Transtech Engineers, Inc.

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

STAFF AUGMENTATION SERVICES – TRANSTECH

This Contract Services Agreement ("Agreement") is made and entered into this 6th day of December, 2021, by and between the City of Lawndale, a municipal corporation ("City"), and Transtech Engineers, Inc., a California corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant represents that all work or services set forth in the Scope of Services will be performed in a manner consistent with the skill and care ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale. 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.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction in effect at the time Consultant's services are rendered under this Agreement.

1.3 Licenses, Permits, Fees and Assessments. Consultant 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.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant 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 forty-five thousand dollars ($45,000) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid on a monthly basis.

2.3 Invoicing. Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit C. Except as to any charges

for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Melissa Demirci is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its 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 represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are 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. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant 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, subject to applicable policy terms and conditions. Defense costs must be paid in addition to limits. Limits must be no less than $1,000,000.00 per occurrence for all covered losses and no less than $2,000,000.00 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 $1,000,000.00 per accident for all covered losses.

(c) Automotive 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 $1,000,000.00 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim and $2,000,000.00 annual aggregate with respect to loss arising from the negligent acts, errors or omissions of Consultant performing professional services under this Agreement on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance, except professional liability insurance and Workers' Compensation, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice U.S. First-Class mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant 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. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

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 Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall

require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

Consultant must furnish proof of insurance required under this section before commencement of any work.

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, as set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant agrees to indemnify and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, reimbursement of reasonable costs and expenses, including reasonable attorneys' fees and costs to the extent same are caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement. With respect to any claims under this subparagraph (a), Consultant's obligation to defend shall not be upfront, but rather shall be an obligation to reimburse City's and City's Parties' reasonably incurred defense fees and costs to the extent they are caused by Consultant's negligence, recklessness or willful misconduct, or as Consultant and City otherwise agree in settlement. In no event shall the cost to defend charged to Consultant exceed the Consultant's proportionate percentage of fault.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant agrees to 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 reasonable 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 negligent performance of this Agreement or intentional misconduct by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall begin on December 6, 2021 and continue in full force and effect until June 30, 2022.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered. Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination.

Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, or national origin in the performance of this Agreement. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

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

6.3 Conflict of Interest. No officer, employee, or agent of the City may have any financial interest in this Agreement nor may any such officer, employee, or agent 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, directly or indirectly, interested, in violation of any state or local statute or regulation. The Consultant warrants that it (and its officers and employees) has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant will provide the City with an executed statement of economic interest of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must 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, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement. Notice will be deemed effective three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. Any party may change its notice information by giving notice to the other party in compliance with this section.

6.5 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will 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.

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which are hereby declared as severable and will 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.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will 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 will 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 will not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, 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, as part of total relief which may be granted, will be entitled to reasonable attorneys' fees as awarded by a court or arbiter or as agreed upon in settlement by the parties.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties 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 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.

6.11 Project Documents. All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement. Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

6.12 Confidentiality of Project Documents. All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, except as may be required by law. Consultant, its officers, employees, or agents, may not, without prior written authorization from the Contract Officer or unless

requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct. Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

6.13 Audit and Review. Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement. Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement. Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

6.14 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement (and any amendment) may be considered executed when the signature page of a party is delivered by electronic transmission and such electronic signatures will have the same effect as an original signature.

6.15 Venue. In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles

////
////
////

[SIGNATURES NEXT PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
~~Robert Pullen Miles, Mayor~~
RAYLETTE FELTON, Acting City Manager

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:

Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710

By: _____
Name: Ali Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary

Address: 13367 Benson Avenue
Chino, CA, 91710

[END OF SIGNATURES]

{01934390;1}

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

CITY:
CITY OF LAWNDALE,
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

CONSULTANT:

Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710

By: _____
Name: Ali Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary

Address: 13367 Benson Avenue
Chino, CA, 91710

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide temporary staff augmentation services for the City's Community Development Department. Services shall be provided as needed by the City, in person, during normal business hours.

The professional services to be provided in the area of planning and development, include, but not limited to: processing applications for developments, zoning changes, subdivisions and site reviews; assisting at the counter solving planning related problems; providing information concerning development standards, zoning and current projects; conducting field inspections; and may attend planning commission meetings; and other planning and development services as needed.

EXHIBIT "B"

SPECIAL REQUIREMENTS

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide professional planning and development services as needed basis, expected to start at 20 hours per week. Consultant shall bill the City at the rate of $75 per hour for all services related to this Agreement and as identified in the Exhibit A - Scope of Services.

The City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. Commute time to and from the City is not billable.

CITY OF LAWNDALE

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

DATE: December 6, 2021

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager

SUBJECT: **Approval of Contract Services Agreement for Staff Augmentation Services with Transtech Engineers, Inc.**

BACKGROUND

With the vacancies of two key positions in the Community Development Department, staffing augmentation services are need to ensure the continuity of projects and work load pending the completion of the recruitment process.

STAFF REVIEW

Due to the departures of the Associate Planner and Director of Community Development in October and November 2021, the Community Development Department is currently short staffed and in need of assistance to complete current and pending projects. As a result, it is imperative that the City seek temporary professional staff augmentation services to assist with planning, development and other pending department projects.

City staff contacted five consulting firms to request proposals for temporary staffing services. Due to the industry staffing shortage, four of the five firms indicated that they were unable to assist. Staff received a proposal from Transtech Engineers, Inc. and selected a candidate to provide professional planning and development services. Transtech is a multi-disciplinary engineering consulting firm that provides engineers, building officials, project managers, designers, plan checkers, inspectors, planners, and support personnel to public sector clients for over 32 years. It is anticipated that the consultant's knowledge and experience will be essential to the continuous operations for the Community Development Department during this transition period. The hourly rate of the consultant will be at $75/hour, part-time as needed. Any changes in hours or duration can be adjusted to reflect the needs of the City and will be discussed and approved in writing by the City prior to implementation.

LEGAL REVIEW

The City Attorney's office has reviewed and approved the agreement as to form.

FISCAL IMPACT

There will be no impact to General Fund, therefore, no appropriations will be needed. Salary savings related to the vacancy of the Associate Planner position will cover the anticipated contract costs not to exceed $45,000 in the current fiscal year.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute the Contract Services Agreement with Transtech Engineers, Inc. for staff augmentation services in an amount not to exceed $45,000 in a form approved by the City Attorney.

Attachment (s):
1. Contract Service Agreement by and between City of Lawndale and Transtech Engineers, Inc.
2. Transtech Engineers, Inc. Proposal
3. Staff Planner Resume

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

STAFF AUGMENTATION SERVICES – TRANSTECH

This Contract Services Agreement ("Agreement") is made and entered into this 6th day of December, 2021, by and between the City of Lawndale, a municipal corporation ("City"), and Transtech Engineers, Inc., a California corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant represents that all work or services set forth in the Scope of Services will be performed in a manner consistent with the skill and care ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale. 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.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction in effect at the time Consultant's services are rendered under this Agreement.

1.3 Licenses, Permits, Fees and Assessments. Consultant 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.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant 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 forty-five thousand dollars ($45,000) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid on a monthly basis.

2.3 Invoicing. Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit C. Except as to any charges

not be limited to its vicarious liability, subject to applicable policy terms and conditions. Defense costs must be paid in addition to limits. Limits must be no less than $1,000,000.00 per occurrence for all covered losses and no less than $2,000,000.00 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 $1,000,000.00 per accident for all covered losses.

(c) Automotive 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 $1,000,000.00 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim and $2,000,000.00 annual aggregate with respect to loss arising from the negligent acts, errors or omissions of Consultant performing professional services under this Agreement on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance, except professional liability insurance and Workers' Compensation, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice U.S. First-Class mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant 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. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

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 Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall

Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, or national origin in the performance of this Agreement. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

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

6.3 Conflict of Interest. No officer, employee, or agent of the City may have any financial interest in this Agreement nor may any such officer, employee, or agent 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, directly or indirectly, interested, in violation of any state or local statute or regulation. The Consultant warrants that it (and its officers and employees) has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant will provide the City with an executed statement of economic interest of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must 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, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement. Notice will be deemed effective three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. Any party may change its notice information by giving notice to the other party in compliance with this section.

6.5 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will 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.

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct. Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

6.13 Audit and Review. Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement. Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement. Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

6.14 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement (and any amendment) may be considered executed when the signature page of a party is delivered by electronic transmission and such electronic signatures will have the same effect as an original signature.

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Raylette Felton, Acting City Manager

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:

Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710

By: _____
Name: Ali Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary

Address: 13367 Benson Avenue
Chino, CA, 91710

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide temporary staff augmentation services for the City's Community Development Department. Services shall be provided as needed by the City, in person, during normal business hours.

The professional services to be provided in the area of planning and development, include, but not limited to: processing applications for developments, zoning changes, subdivisions and site reviews; assisting at the counter solving planning related problems; providing information concerning development standards, zoning and current projects; conducting field inspections; and may attend planning commission meetings; and other planning and development services as needed.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide professional planning and development services as needed basis, expected to start at 20 hours per week. Consultant shall bill the City at the rate of $75 per hour for all services related to this Agreement and as identified in the Exhibit A - Scope of Services.

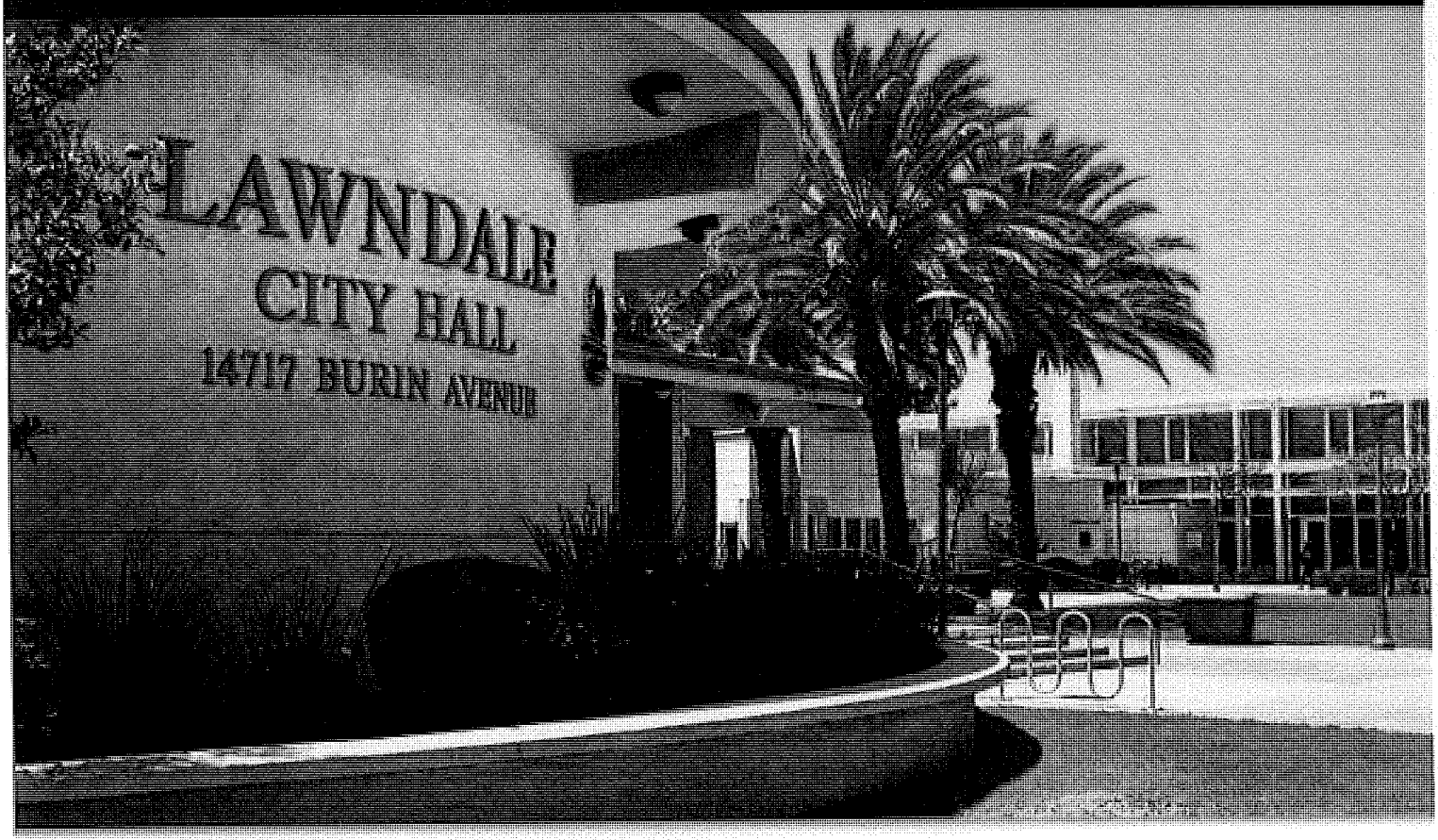
The City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. Commute time to and from the City is not billable.

Submitted To:

CITY OF LAWNDALE

PROPOSAL

Staff Augmentation Services to the Community Development Department City of Lawndale



Submitted By:

TRANSTECH ENGINEERS, INC.

Contact Person for this Proposal:
Melissa Demirci, Contract Principal
E: melissa.demirci@transtech.org
C: 714-598-8896

Transtech.org
855.595.2495 (toll-free)
ISO 9001 Certified

TRANSTECH
Est. 1989

November 23, 2021

TRANSTECH
Est. 1989
www.transtech.org
855.595.2495 (toll-free)
ISO 9001 Certified

City of Lawndale
Attn: Raylette Felton, rfelton@lawndalecity.org
Administrative Services Department

Subject: Transtech Proposal for Staff Augmentation Services to the Community Development Department in the City of Lawndale

Dear Ms. Felton,

Transtech is pleased to submit this Proposal for the subject services. This Cover Letter serves as our Executive Proposal for our services to the City of Lawndale. We appreciate the opportunity.

Company Profile: Established in 1989, Transtech is a multi-disciplinary engineering consulting firm. Transtech is currently providing municipal services to approximately 60 agencies, and has extensive experience providing services to public sector clients and working in a mixed public agency staff/consultant environment for over 32 years. Our staff and resources include, civil engineers, city engineers, traffic engineers, building officials, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, planners, and support personnel. Our key staff members have served as Public Works Directors, City Engineers, Traffic Engineers, Inspectors, Plan Checkers, and Planners. We consider our staff as an extension of City staff, and work in the same structure and hierarchy as other City staff, and coordinate and interact with various City staff members and departments accordingly.

Service Capabilities:

- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Engineering
- Emergency, Support Services

Unique Qualifications: One of the unique qualifications of Transtech is that we serve a number of public agencies as municipal contract service providers. We serve as Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director, Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Planners, Public Works Inspector, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.

Quality, Cost Effective, Customer Friendly, Responsive Services: Transtech is well known in providing cost effective services, on time and within budget project delivery, with customer friendly and responsive approach.

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction.**
- ✓ We are committed to providing highest quality **Customer Care** to the City, City's patrons, **responding quickly and effectively** to service requests.
- ✓ **Responsiveness** is an integral part of Transtech's **"customer friendly" service approach.** While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.

Why Transtech: We have extensive experience working with Public Agencies in similar assignments. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.

- ✓ Successfully providing **similar services to many agencies** for over 30 years.
- ✓ Proven track record in **on time** and **within budget** project delivery.
- ✓ **Multi-disciplinary** municipal consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care.**
- ✓ We understand the importance of an **effective public relations and information program,** and have managed large projects, which involved multiple agencies and jurisdictions.

Scope of Services: The City of Lawndale is seeking staff augmentation services for as needed support services to the Community Development Department. Transtech will provide these staff augmentations services to the City for in person assignment for planning related tasks as assigned by the City.

Fee and Schedule: The proposed hourly rate of the proposed staff member will be at **$75/hour.** The assignment is expected to start two days a week. The start date and assignment will be as needed, and hours can be adjusted to reflect the needs of the City.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact the undersigned.

Sincerely,

Melissa Demirci

Melissa Demirci, Contract Principal
E: melissa.demirci@transtech.org
C: 714-598-8896

Transtech Engineers, Inc.
www.transtech.org
855.595.2495 (toll-free)

ALEJANDRA ROCHA, Staff Planner



Ms. Rocha is a Staff Planner. She has a Bachelor of Arts in Environmental Studies from the University of Southern California. Ms. Rocha also received her Geographical Information Systems (GIS) Certification in 2017.

Following paragraphs describe her professional experience and skills:

Staff Planner,* April 2020-Current, *City of Commerce (one of the panning staff assigned by Transtech to City under on-call services contract)

- Conduct, compile or perform analysis of data, planning and environmental issues for planning projects.
- Receive and assist in processing of various applications, such as zoning changes, conditional uses, variances, plot plan approvals, and subdivision approvals and reviews for complex elements of consistency with adopted policy plans, compliance with local, regional and state laws and requirements, and assesses the extent of environmental impact.
- Prepared reports.
- Assisted departmental counter operations and interacted with residents, developers, and consultants (including Spanish-speaking residents).
- Assisted with departmental counter operations and interacted with residents, developers, and consultants.
- Prepared resolutions and letters of notification for granted Conditional Use Permits and Variances.
- Assisted with planning applications.
-

***Project Planner, Blodgett Baylosis Environmental Planning,* February 2016-March 2020**

- Read and interpreted municipal codes, community plans, site plans, etc.
- Analyzed Phase I, Phase II, Geotechnical Reports, WQMP, and Traffic Impact Analysis documents and integrated into CEQA documents.
- Wrote complete CEQA documents for residential, commercial, mixed-use and industrial development projects and for other projects such as specific plans, downtown revitalization plans and bike trails for various cities in LA County and Orange County.
- Assisted in the preparation of specific plans, general plans and separate elements.
- Worked directly with developers, architects, construction companies, transportation engineers, developers, and city planning staff of various cities
- Conducted field surveys at project site locations.
- Created various maps, including location maps and analysis maps for various CEQA documents.
- Presented projects at Community Meetings in various cities.
- Represented the company at City Planning Commission and City Council meetings at various cities and answered questions from Commission and Council members and from the public.
- Conducted weekly progress meetings with the planning department staff of various cities.
- Facilitated environmental analysis by creating an ArcGIS document with various layers identifying potential environmental impacts identified by CEQA.

EDUCATION

- B.A. Environmental Studies,; University of Southern California; 2014
- Geographical Information Systems (GIS) Certification; 2017

HIGHLIGHTS/ADDITIONAL SKILLS

- Fluent in verbal and written Spanish
- Proficient in ArcGIS and QGIS
- Proficient in Sketchup 3D modeling software
- Experience with plotter and microfiche

Planning Intern,* October 2015-April 2016, *City of Commerce

- Assisted with departmental counter operations and interacted with residents, developers, and consultants.
- Conducted research for and drafted a City ordinance to permit for drought-tolerant landscaping.
- Prepared resolutions and letters of notification for granted Conditional Use Permits and Variances.
- Assisted City residents over the counter (including Spanish-speaking residents) with home improvement grant applications, such as the Community Development Block Grant (CDBG)
- Prepared comment letter in response to the SCAG 2016 Regional Transportation Plan/Sustainable Communities Strategy Draft Project EIR on behalf of the City.
- Initiated efforts to implement the City's newly adopted Green Zones Working Group Action Plan.
- Created aerial maps and defined parcel radii buffers on ArcGIS.
- Interpreted plans and microfiche archives for purposes of resolving ambiguities in square footage.

***Vice-Chair, USC CalPIRG,* 2009-2011**

- Led the public transit campaign to advocate LA area transit projects and assisted in coordinating a press conference for Metro's 30/10 Initiative.
- Recruited and educated volunteers on environmental policy issues such as public transportation, greenhouse gas emissions, and ocean pollution.
- Educated and persuaded pedestrians on campus walkways to pledge to make monthly donations.
- Discussed and prioritized public policy campaigns in various local and statewide board member conferences

Intern, District Office of State Senator Gloria Romero,2010

- Conducted issue-specific online research on a daily basis for the State Senator.
- Assisted with community meeting preparations and outreach efforts.
- Reviewed community emails to survey constituent concerns about State measures.

Back to Agenda

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Assistant to City Manager/HR Director

SUBJECT: **November 8, 2022 General Municipal Election – Calling for the Election, Requesting County Consolidation and Services, and Adopting Regulations for Candidates Statements**

BACKGROUND

The City conducts a General Municipal Election in November of even-numbered years, to be consolidated with the Statewide General Election. This year's Statewide General Election is scheduled to be held on November 8, 2022.

There are two City Council Seats open in this Election for a full term of four (4) years; the seats currently held by Councilmember Pat Kearney and Councilmember Bernadette Suarez. The Election is also for the position of Mayor for a full term of two (2) years; the seat currently held by Mayor Robert Pullen-Miles; and the City Clerk for full term of four (4) years; the seat currently held by Erica Harbison.

STAFF REVIEW

Resolutions must be adopted by the City Council prior to the Election to 1) call and give notice of the Election , 2) establish regulations regarding candidates statements, and 3) request that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election.

Calling and Giving Notice of the Election

By adopting Resolution No. CC-2206-024, the City Council will order the General Municipal Election to be held on November 8, 2022.

The resolution also orders the following: 1) that the conduct of the Election and the form and content of ballots be in accordance with state law; 2) that the Election official procure all supplies necessary to lawfully conduct the Election; 3) designates the Assistant City Clerk as the an Election's official; and 4) that vote centers will be open from 7:00 a.m. until 8:00 p.m. on Election Day, which are the normal hours for Los Angeles County vote centers.

Consolidating the Election with the Statewide General Election

Resolution No. CC-2206-025 will consolidate the General Municipal Election with the Statewide General Election, to be held on November 8, 2022. This resolution accomplishes the following: 1) requests that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election, 2) directs the county Election department to conduct the Election, and 3) authorizes the county Election department to perform the Election canvass.

In a consolidated Election, the majority of the duties normally performed by the City's Election s official are managed by the County Registrar of Voters. These include consolidating precincts, establishing vote centers or polling places, recruiting and training precinct officers, furnishing precinct supplies, printing and mailing voter pamphlets (sample ballots), printing official ballots, conducting the Election tally and staffing the tally center, canvassing the Election returns and certifying the official Election results. The City's Election official will retain the following responsibilities: Conducting the nomination process, publishing and posting legally required notices and furnishing copies of ballot materials to the Los Angeles County Registrar Recorder.

Note that in January, 2022, California State law mandates that all voters receive a Vote-by-Mail ballot, mandates mail ballot tracking systems, and other provision (AB 37).

Candidates Statements

Resolution No. CC-2206-026 establishes the regulations and limits to Candidate Statements that will appear in the voter pamphlet.

The California Elections Code allows candidate statements to include the name, age and occupation of the candidate and a brief description of the candidate's education and qualifications. The statement may not include the candidate's party affiliation, the candidate's membership or activity in partisan political organizations, or reference to other candidates for the same office. All statements are printed in type of uniform size and darkness, with uniform spacing. State law also allows local jurisdictions to establish policies pertaining to:

- Length of the candidate's statement
- Foreign language translations
- Payment for the cost of printing, handling, translating and mailing candidate statements

If approved by the City Council, the attached resolution will acknowledge the requirements and restrictions in state and federal laws. The specific provisions are as follows:

- Length of Statement - State law restricts the length of the candidate statement to 200 words, but also authorizes the City Council to increase the limit to 400 words. Since Lawndale traditionally chooses not to raise the limit, the resolution is written to again limit statements to 200 words.

- Foreign Language Translations - A candidate may request that the statement also be printed in Spanish and included in the Official Sample Ballot Booklet mailed to all voters in the Election area. An additional fee is required to print a Spanish candidate statement. In compliance with California Law, (Election Code Section 13307 (b)) the Los Angeles County Registrar/Recorder

Office will only print English and Spanish candidate statement to the included in the Official Sample Ballot Booklet for candidates who wish to have one, at the candidate's own expense.

- Multilingual translation for candidate statements for Voter Information Booklets may be provided in Vietnamese and Korean for qualified jurisdictions in accordance with Federal Voting Rights Act provisions and Department of Justice specifications. These materials when printed are sent only to voters who have requested them.

Payment for the Cost of the Statement - State law allows the City/County to pass on the cost of translating, printing, handling, and mailing candidate statements to the candidates. The estimated cost for the 2022 Election candidate statements has not been produced as of yet, however the estimated cost for the 2020 Elections was $1,000 each for English and Spanish. A small number of cities require candidates to pay all costs except translations required by the federal and state voting rights acts. Multi-lingual Sample Ballot printing and translation would be included in the cost estimate. Per the Los Angeles County Registrar-Recorder/County Clerk, sample ballots will be mailed in English and Spanish. Other languages are available if requested by the voters. Due to the fact that Lawndale candidates have always paid all costs, we have written the resolution accordingly.

LEGAL REVIEW

The City Attorney has reviewed the attached resolutions and approved them as to form.

FISCAL IMPACT

The anticipated Fiscal Year 2022-23 Budget will include funding in the amount of $88,000. At this time, we do not anticipate the need for an additional appropriation.

RECOMMENDATION

Staff recommends that the City Council: (a) adopt Resolution No. CC-2206-024, calling for the November 8, 2022 General Municipal Election, designating the Assistant City Clerk as the Election Official; (b) adopt Resolution No. CC-2206-025 requesting County Services; and (c) adopt Resolution No. CC-2206-026, adopting candidate statement regulations.

Attachments: Resolution No. CC-2206-024
Resolution No. CC-2206-025
Resolution No. CC-2206-026

RESOLUTION NO. CC-2206-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS, DESIGNATING THE ELECTION OFFICIAL, AND OTHER MATTERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022, for the election of a Mayor for the full term of two years; and two members of the City Council of said City for the full term of four years, and the City Clerk of said City for the full term of four years; and

WHEREAS, pursuant to Lawndale Municipal Code Section 2.16.030, the City Council shall designate an individual to serve as the City's Election Official in conjunction with the resolution necessary to call each election; and

WHEREAS, pursuant to California Elections Code Section 12303, all political jurisdictions in the state are obligated to encourage non-English speaking citizens to vote and to minimize obstacles to voting by such citizens and, therefore, must provide minority language assistance when three percent or more of voting-age residents of a precinct are non-English speaking citizens; and

WHEREAS, pursuant to California Elections Code Section 10242, the City Council shall establish and determine the hours vote centers will be open.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered, to be held in the City of Lawndale, California, on Tuesday, November 8, 2022, a General Municipal Election of the qualified electors of Lawndale for the purpose of electing a Mayor for the full term of two years; and two members of the City Council for the full term of four years, and one City Clerk for the full term of four years.

SECTION 2. That pursuant to Lawndale Municipal Code Section 2.16.030, the Assistant City Clerk is hereby designated as the Election Official in and for the City of Lawndale, in connection with all proceedings related to the Election called for herein, who shall be responsible for all duties, either express or implied, in conjunction with conducting the November 8, 2022 General Municipal Election.

SECTION 3. That notice of the time and place of holding the Election is given and the Election official is authorized, instructed and directed to give further or additional notice of the Election, in time, form and manner as required by law.

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-2206-024 at a regular meeting of said Council held on the 6th day of June, 2022, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

RESOLUTION NO. CC-2206-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ORDER THE CONSOLIDATION OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD IN THE COUNTY OF LOS ANGELES THE SAME DAY; TO AUTHORIZE THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CANVASS THE RETURNS OF SAID GENERAL MUNICIPAL ELECTION; AND TO REQUEST THAT THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY BE PERMITTED TO RENDER FULL SERVICES TO THE CITY OF LAWNDALE RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

WHEREAS, a General Municipal Election has been called by the City of Lawndale to be held in the City of Lawndale on November 8, 2022; and,

WHEREAS, a Statewide General Election to be held in the County of Los Angeles has been or will be called to be held on November 8, 2022; and,

WHEREAS, it is desired, pursuant to the authority found in California Elections Code section 10403, that said General Municipal Election be consolidated with said Statewide General Election to be held in the County of Los Angeles on the same date.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE DOES RESOLVE AS FOLLOWS:

SECTION 1. The Board of Supervisors of the County of Los Angeles is hereby respectfully requested to order the consolidation of said General/Special Municipal Election to be held on November 8, 2022, with the Statewide General Election to be held in the County of Los Angeles on November 8, 2022.

SECTION 2. The Board of Supervisors of the County of Los Angeles is hereby further respectfully requested to place upon the same ballot as that provided for said Statewide General Election to be held in the County of Los Angeles on November 8, 2022, the names of the candidates for the offices of

Councilmember, At-Large, Full Term
Councilmember, At-Large, Full Term
Mayor, Full Term
City Clerk, Full Term

to be submitted to the electors of the City of Lawndale at said General Municipal Election.

SECTION 3. The City of Lawndale acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the California Elections Code.

SECTION 4. The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to canvass the returns of said General Municipal Election.

SECTION 5. The Board of Supervisors of the County of Los Angeles is hereby authorized and respectfully requested to authorize and permit the Registrar-Recorder/County Clerk of the County of Los Angeles to:

a) Print and supply ballots for said City of Lawndale General Municipal Election;

b) Mail the City's sample ballots and candidate statements of qualifications to the electors of the City of Lawndale as part of the same material that will be mailed to the voters of the Statewide General Election to be held in the County of Los Angeles;

c) Perform such other services as may be required for the consolidation and conduct of said City of Lawndale General Municipal Election with said Statewide General Election to be held in the County of Los Angeles.

SECTION 6. The vote centers for the election shall be open as required during the identified voting period pursuant to California Elections Code sections 4007 and 14401.

SECTION 7. The City shall reimburse the County of Los Angeles in full for the services performed on behalf of the City upon the presentation of a bill by the County.

SECTION 8. The City Clerk is hereby directed to deliver a certified copy of this resolution to the Board of Supervisors of the County of Los Angeles and to transmit an electronic copy to the Board of Supervisors and the Registrar-Recorder/County Clerk of the County of Los Angeles.

PASSED, APPROVED AND ADOPTED this 6th day of June, 2022.

_____

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-2206-025 at a regular meeting of said Council held on the 6th day of June, 2022, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

RESOLUTION NO. CC-2206-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE WITH RESPECT TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

WHEREAS, the City Council has called for a General Municipal Election to be held on November 8, 2022 for the Election of a Mayor, two members of the City Council, one City Clerk for the full term of four years; and

WHEREAS, pursuant to California Elections Code Section 13308, any candidate for elective office may prepare a statement of his/her personal background and qualifications which shall be sent to each voter in a voter information pamphlet; and

WHEREAS, Section 13307 of the Elections Code of the State of California establishes certain regulations pertaining to the preparation and form of candidate statements and authorizes the City to establish certain other regulations pertaining to materials prepared by any candidate for a municipal Election, including costs of the candidates' statement; and

WHEREAS, the City is authorized to establish the maximum length of candidate statements and require each candidate filing a statement to pay in advance his or her pro rata share of the printing, handling, translating and mailing costs of including the candidate's statement in the voter pamphlet; and

WHEREAS, pursuant to the federal Voting Rights Act, all political subdivisions within the County of Los Angeles, California are required to provide translations of voting materials if more than five percent of the citizens of voting age are members of a single language minority and are limited-English proficient.

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

SECTION 1. General Provisions. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Lawndale on November 8, 2022 may prepare a candidate's statement on an appropriate form provided by the Election Official. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in both typewritten (hard copy) and electronic format in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. Foreign Language Policy.

A. Pursuant to the Federal Voting Rights Act, the County is required to translate candidates' statements into qualified languages. The multilingual targeted languages for the City are: Spanish, Korean and Vietnamese.

B. Pursuant to state law, the County will:

1. Have all candidates' statements translated into Spanish, Vietnamese, and Korean; and

2. Have additional translations prepared as requested by the candidate pursuant to Section (B) above; and

3. Print all translations of all candidates' statements in the main voter pamphlet. The main voter pamphlet will be in English and Spanish.

SECTION 3. Payment.

A. Translations: The candidate shall be required to pay for the cost of all translations of the candidate's statement.

B. Printing: The candidate shall be required to pay for the cost of printing the candidate's statement in the main voter pamphlet.

C. The City's Election Official shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. The estimate is just an approximation of the actual cost that varies from one Election to another Election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Election Official is not bound by the estimate and will, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final, actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the Election.

SECTION 4. The Voter Information Pamphlet, Additional Regulations.

A. The Election Official shall ensure that all candidates' statements printed in the voter information pamphlet are printed in type of uniform size and darkness, and with uniform spacing, and specifically shall not allow bold type, underlining and capitalization of full words. In addition, no statement shall not include any emphasis in the body of the text including, but not limited to, numbered lists, asterisks, bullets, any leading hyphens, etc.

B. The Election Official shall comply with all recommendations and standards set forth by the California Secretary of State regarding candidate occupational designations and other matters relating to Elections.

C. No candidate will be permitted to include additional materials in the voter information pamphlet.

SECTION 5. The Elections Official shall provide each candidate or the candidate's representative with a copy of this resolution at the time nominating petitions are issued.

PASSED, APPROVED AND ADOPTED this 6th day of June, 2022

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-2206-026 at a regular meeting of said Council held on the 6th day of June, 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director

SUBJECT: **Conflict of Interest Code Notification**

BACKGROUND

The Political Reform Act, Government Code (GC) Section 81000 et seq. requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

STAFF REVIEW

The Fair Political Practices Commission (FPPC) has prepared the 2022 Local Agency Biennial Notice for local agencies to complete before submitting to the City's code reviewing body, the City Council. To ensure the City of Lawndale's conflict of interest code remain current and accurate, review of the code is required at least every even numbered year.

The Political Reform Act requires an agency's conflict of interest code to contain the following: a) must list positions within the agency whose responsibilities and activities involve the making or participation in the making of decisions which may foreseeably have a material effect on the incumbent's financial interests, and the specific types of investments, business positions, real property interests and sources of income which must be reported by each position; b) must require each designated employee to file statements of economic interests; and c) must set forth circumstances under which these designated employees must disqualify themselves from making, participate in the making, or using their official position to influence decisions.

The City's current conflict of interest code was approved by City Council in September 2020 and is in compliance with these requirements. Government Code Section 87306.5 requires City Council to notify staff by July 1, 2022, to begin reviewing the City's Conflict of Interest Code for revisions and report its findings no later than October 2, 2022.

In FPPC's biennial notice instructions for local agencies, it is recommended that if the answers to any of the following questions is yes, code amendments are probably needed.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the

last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

City staff will review the code and work with the City Attorney's Office to determine if an amendment to the code is needed and make a recommendation to City Council no later than October 3, 2022.

LEGAL REVIEW

None.

FUNDING

None.

RECOMMENDATION

Staff recommends that the City Council direct staff and the City Attorney to review the City's Conflict of Interest Code to determine whether any revisions are required and submit findings to the City Council no later than October 3, 2022.

Attachment: 2022 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

FAIR POLITICAL PRACTICES COMMISSION

2022 Conflict of Interest Code
Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2022:** The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 3, 2022:** The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2022 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in ***more than one county*** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on FPPC's website.

Back to Agenda

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

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

SUBJECT: Annual Investment Policy- Resolution CC-2206-027

BACKGROUND

Government Code (GC) Section 53607 allows the legislative body to delegate authority to invest or reinvest funds of the City to the City Treasurer for a one-year period subject to annual renewal. GC Section 53646 states that the City Treasurer may render a statement of investment policy to be considered at a public meeting.

STAFF REVIEW

The attached Resolution CC-2206-027, *A Resolution of the City Council of the City of Lawndale, California, Reaffirming Council Policy Number 80-04 Pertaining to the City's Investment Policy*, is presented for the City Council's review and consideration. The City Council Policy has been reviewed and no changes are recommended by staff.

The Policy establishes investment authority jointly with the City Treasurer and the City Manager. It limits purchases to a five-year maturity, unless advance approval is obtained from City Council. The objective of investment decisions is to provide the highest yield possible, while safeguarding City cash assets and providing liquidity for operational needs. The Policy is conservative and follows guidelines set in the Government Code for allowable safe investment practices.

LEGAL REVIEW

The Resolution and Policy have been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council adopt Resolution CC-2206-027, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits.

ATTACHMENTS: Resolution No. CC-2206-027
Council Policy No. 80-04, Investment Policy, including Exhibits "A" and "B"

RESOLUTION NO. CC-2206-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA REAFFIRMING COUNCIL POLICY NO. 80-04 PERTAINING TO THE CITY'S INVESTMENT POLICY

WHEREAS, the City Council of the City of Lawndale ("City") has established a Council Policy Manual to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the Council Policy Manual are adopted by resolution; and

WHEREAS, the City Council wishes to annually reconsider its Investment Policy; and

WHEREAS, such policy will provide for the safety of City investments, and secondarily ensure liquidity and yield; and

WHEREAS, such policy will enforce strict investment guidelines with regards to investments, external portfolio managers and capital wherewithal of brokering firms; and

WHEREAS, after reviewing the existing policy, staff recommends that the City Council confirm that no changes are needed to the Investment Policy.

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

SECTION 1. That the City Council approves the updated version of Policy No. 80-04, entitled " Investment Policy", as attached hereto as Exhibit "A", and incorporated herein by this reference, as if fully set forth and directs City staff to maintain said policy in the Council Policy Manual.

SECTION 2. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 6th day of June, 2022.

_____

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-2206-027 at a regular meeting of said Council held on the 6th day of June, 2022, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

COUNCIL POLICY

SUBJECT:	POLICY NO.: 80-04	DATE ADOPTED:
Investment Policy	AUTHORITY: a) Resolution No. CC-0406-055… b) Resolution No. CC-1308-036 c) Resolution No. CC-1407-030 d) Minute Action e) Resolution No. CC-1708-037 f) Resolution No CC-1907-035 g) Resolution No CC-2006-036 h) Resolution No CC-2106-027 i) Resolution No. CC-2206-027	a) 6/21/04 b) 8/19/13 c) 7/7/14 d) 7/18/16 e) 8/7/17 f) 7/15/19 g)6/15/20 h)6/28/21 i)6/6/22

PURPOSE:

The purpose of this statement is to comply with California Government Code (GC) Sections 16481.2, 53600, et seq., including 53646 and to provide clear guidelines for the prudent investment of the City of Lawndale's ("City") pooled cash assets.

OBJECTIVE:

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, which enables the City to invest its funds to the fullest extent possible. The City attempts to receive the highest yield obtainable with investments which meet the criteria established for safety and liquidity.

POLICY:

In compliance with GC Section 53600.3, the City manages its pooled cash assets under the Prudent Person Rule (Probate Code Section 16040, et seq., as defined on Exhibit "A".) This allows the City a number of investment options as long as the investment is deemed prudent, does not exceed five years to maturity (unless previously approved in advance of the investment by the City Council by resolution), and is allowable under current legislation (GC Section 53600, et seq.).

Criteria for selecting investments and the order of priority are:

1. **Safety**. Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from institution default, broker-dealer default or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk - credit risk and market risk.

   A. Credit Risk: Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by investing only in very safe institutions and by diversifying the funds so that the failure of any one issuer would not unduly harm

the City's cash position. Investments must be limited to securities backed by the full faith and credit of: (1) the federal government, (2) other governmental agencies, or (3) agencies and institutions with collateral, including assets and insurance, assuring similar risk.

B. Market Risk: The risk of market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the weighted average maturity of the City's funds to no more than three years.

2. **Liquidity**. Liquidity is the second most important objective of the City. This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or accrued interest. Liquidity is an important quality especially when the need for unexpected funds occurs.

3. **Yield**. The current rate of return on an investment generally expressed as a percentage of the securities current price. The City desires to obtain the highest possible rate of return consistent with the foremost objectives of safety and liquidity.

This policy will enhance the economic status of the City by (a) safeguarding the pooled cash assets of the City and (b) ensuring that the City receives the highest possible rate of return on its money commensurate with the priority of safety. The basic premise underlying the City's investment philosophy is to ensure City cash assets are always safe and available when needed.

INVESTMENT AUTHORITY

The city treasurer and the city manager, acting jointly, are authorized to make investments on behalf of the City. Such investments shall be limited to the following instruments authorized under GC Sections 53601, 53635, 53684 and 16429.1 and further described in Exhibit "B":

1. Local Agency Investment Fund (LAIF) (state pool) demand deposits.

2. Certificates of deposit (or time deposits) placed with commercial banks and/or savings and loan companies and/or savings banks that are members of the Federal Depository Insurance Corporation (FDIC), not to exceed two hundred fifty thousand dollars ($250,000) in any single account with the same institution to ensure security.

3. Passbook savings account demand deposits, not to exceed two hundred fifty thousand dollars ($250,000) in any single account with the same institution.

4. Bonds, notes or other evidence of indebtedness of any local agency within the state or a department, board, agency or authority of the local agency.

5. Securities of the United States government or its agencies for which the full faith and credit of the United States is pledged for payment of principal and interest.

The following investments may only be made with the prior approval of the City Council by resolution, which approval must be renewed each year at the time of filing the annual Statement of Investment Policy:

1. Los Angeles County Treasurer's Municipal Investment Pool not to exceed 5% of the total county pool.

2. Money market mutual funds. Fund must receive the highest ranking by not less than two nationally recognized rating agencies or retain an investment advisor registered with the Securities Exchange Commission (or exempt from registration), have assets in excess of $500,000,000, and at least five years' experience investing in instruments authorized by GC Sections 53601 and 53635.

3. Bankers' acceptances.

4. Small Business Administration loans.

5. Negotiable certificates of deposit.

6. Mortgage backed securities (GNMA, FHLMC, etc.).

7. Any investment of funds which, when aggregated with all other investments, will cause the investment in securities with a maturity greater than two years to exceed thirty percent (30%) of the total pooled City funds.

The city treasurer and the city manager shall purchase investment securities directly from the issuer or in accordance with GC Section 53601.5.

INVESTMENT OF DEBT PROCEEDS, LEASES, REVENUE BONDS OR SIMILAR TRANSACTIONS

Proceeds of indebtedness, certificates of participation, revenue bonds, leases, or similar transactions held by a third party trustee pursuant to an agreement with the trustee shall be invested as described in the applicable authorizing document.

INELIGIBLE INVESTMENTS

Investments not described herein, including, but not limited to, common stocks, commercial paper, repurchase agreements, reverse repurchase agreements, futures, options and derivatives are prohibited from use as City investment vehicles. The City also shall not make leveraged investments, investments made on margin or any other investment made possible through the use of funds borrowed exclusively for the purpose of financing investments.

SAFEKEEPING OF INVESTMENT SECURITIES

To protect against potential losses caused by the collapse of individual securities broker/dealers all securities owned by the City shall be held in third party safekeeping by the trust department of

the City's bank or other designated third party trust, in the City's name and control, under the terms of a custody agreement executed by the trust institution and the City. All securities will be received and delivered using standard delivery vs. payment (DVP) procedures to ensure the transfer of securities only happens after payment has been made.

TRANSFER OF INVESTMENT FUNDS

The transferring of investment funds will be carried out by use of telephone or electronic wire transfers. Each entity with which the City does business shall receive, in writing from the city treasurer, a listing which limits transfers of funds to pre-authorized bank accounts only. The listing will also contain the names of the City staff authorized to request such transfers and will be updated, in writing, for all changes of authorized staff and bank accounts as necessary.

INSTITUTIONAL CRITERIA

The City shall transact business only with banks, savings and loans, direct issuers and registered investment securities dealers.

The purchase by the City of any investment, other than those purchased directly from the issuer, shall be purchased directly from an institution licensed by the state as a broker/dealer, as defined in Section 25004 of the Corporations Code, who is a member of the National Association of Securities Dealers, or a member of a federally regulated securities exchange, a national or state chartered bank, a federal or savings association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a primary government dealer or regional brokerage dealer by the Federal Reserve Bank.

Savings and loan and banking institutions with which the City shall deposit or invest its funds shall be financially responsible and meet, at a minimum, the following criteria:

1. The institution shall have been in business at least five (5) years.
2. Assets shall be greater than fifty million dollars ($50,000,000).
3. Net worth to asset ratio shall be 3.5 to 1 or greater.
4. Subordinated debt shall not be considered part of net worth.
5. Deposits in certificates of deposit cannot exceed thirty percent (30%) of total portfolio.
6. Interest may be paid monthly, quarterly, semi-annually or annually and at maturity.
7. The institution shall submit audited financial statements.

REPORTING

In accordance with GC Section 53646(b), the city treasurer shall render, at least quarterly, reports to the city manager and City Council showing: (a) type of investment, (b) institution, (c) date of maturity, (d) amount of deposit, (e) current market value, (f) rate of interest on each security, and (g) such other data as the City Council may, from time to time, specify.

POLICY REVIEW

In accordance with GC Section 53646(a)(2), the city treasurer may annually render to the city manager and City Council a Statement of Investment Policy, which Council shall consider and adopt by resolution at a public meeting.

To ensure consistency with any new relevant legislation and financial trends, the city treasurer shall periodically report to the city manager and City Council proposed changes in the law and amendments to this policy for review and approval.

EXHIBIT "A"

PRUDENT PERSON RULE
(California Probate Code)

DIVISION 9, PART 4, CHAPTER 1, ARTICLE 2. TRUSTEE'S STANDARD OF CARE

16040. Trustee's standard of care in administering trust.

(a) The trustee shall administer the trust with reasonable care, skill, and caution under the circumstances then prevailing that a prudent person acting in a like capacity would use in the conduct of an enterprise of like character and with like aims to accomplish the purposes of the trust as determined from the trust instrument.

(b) The settlor may expand or restrict the standard provided in subdivision (a) by express provisions in the trust instrument. A trustee is not liable to a beneficiary for the trustee's good faith reliance on these express provisions.

(c) This section does not apply to investment and management functions governed by the Uniform Prudent Investor Act, Article 2.5 (commencing with Section 16045).

16041. Standard of care not affected by compensation.

A trustee's standard of care and performance in administering the trust is not affected by whether or not the trustee receives any compensation.

16042. Public guardian's deposit or investment of trust property.

(a) Notwithstanding the requirements of this article, Article 2.5 (commencing with Section 16045), and the terms of the trust, all trust funds that come within the custody of the public guardian who is appointed as trustee of the trust pursuant to Section 15660.5 may be deposited or invested in the same manner, and would be subject to the same terms and conditions, as a deposit or investment by the public administrator of funds in the estate of a decedent pursuant to Article 3 (commencing with Section 7640) of Chapter 4 of Part 1 of Division 7.

(b) Upon the deposit or investment of trust property pursuant to subdivision (a), the public guardian shall be deemed to have met the standard of care specified in this article and Article 2.5 (commencing with Section 16045) with respect to this trust property.

EXHIBIT "B"

DESCRIPTION OF INVESTMENTS

Surplus funds of local agencies may only be invested in certain eligible securities. The City invests only in those allowable securities under GC Sections 53601, 53635, 53684 and 16429.1.

LOCAL AGENCY-INVESTMENT FUND

LAIF investments are highly liquid with deposits being wired to the City within twenty-four hours and interest compounded daily.

LAIF is a special fund in the state treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum of $65,000,000 for any agency. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time of the deposit. Interest is paid quarterly and deposited directly into the account on the 15th day of the month following the close of the quarter. The State keeps an amount for the reasonable costs of administration, not to exceed five percent of the quarterly earnings of the fund.

Interest rates are fairly high because of the pooling of the State surplus cash with the surplus cash deposited by local governments. This creates a multibillion-dollar money pool and allows diversified investments. In a high interest rate market, the City may produce higher yields than LAIF can, but in times of low interest rates, LAIF yields are generally higher.

CERTIFICATES OF DEPOSIT

Certificates of deposit (CDs) are saving certificates with a fixed maturity date and specified interest rate that are generally issued by commercial banks in any denomination aside from minimum investment requirements. A CD restricts access to funds until the maturity date of the investment. If the money is withdrawn before the maturity date, there is a penalty for early withdrawal. Certificates of deposit typically range from three months to five years.

Certificates of deposit are insured for up to $250,000 when made with members of the Federal Deposit Insurance Corporation (FDIC). CDs made above this amount with any one institution should be collateralized at 110% by the institution with government securities or 150% with mortgage-backed securities. The City will not purchase CDs in an amount exceeding $250,000 at any given institution.

PASSBOOK SAVINGS ACCOUNTS

Passbook savings accounts are demand deposits in major deposit and lending institutions that allow the investor to transfer money from checking to savings and earn short-term interest on odd amounts of money which are not available for longer investment.

Passbook savings accounts are open-ended (i.e., they have no fixed term) and funds may be withdrawn at any time with no penalties. They are also insured up to $250,000 when made with members of the FDIC. They are among the safest investments and earn very low rates of interest. Generally, because of the high degree of flexibility and the low yield, these investments are made with convenience as the objective rather than yield and are usually for small amounts.

NOTES, BONDS AND LOANS OF LOCAL AGENCIES WITHIN THE STATE INCLUDING BOARDS AND AGENCIES OF A LOCAL AGENCY

These investments are loans directly to the City's successor to the Lawndale Redevelopment Agency and allow for a secure guaranteed rate of return that will be repaid from the Successor Agency to the Lawndale Redevelopment Agency's tax increments (property taxes). The Agency's Board (City Council) and City Council control the terms of any such loan arrangement.

U. S. TREASURY SECURITIES

U.S. Treasury securities are considered the safest of all investments and are also highly liquid.

U.S. TREASURY BILLS are direct short-term debt obligations of the United States government. They have maturity dates of one year or less and are sold in denominations of $1,000. They are issued and traded on a discount basis and the interest is computed on a 360-day basis. They are highly liquid investment with low market risk.

U.S. TREASURY NOTES are medium-term debt obligations of the United States government with fixed interest rates paid semiannually until maturity. Notes mature between one and 10 years (typical maturities are 2, 3, 5, 7 and 10 years). They are sold in multiples of $100 with the minimum price of $100. Although Treasury notes have low credit risk, they are affected by interest-rate and inflation risk which makes them volatile in a changing interest rate environment.

U.S. TREASURY BONDS are marketable, fixed-interest United States government debt security with a maturity of more than 10 years (typical maturities are 15, 20 or 30 years) and interest paid semiannually. These long-term bonds are highly volatile in a changing interest rate environment and are not considered low market risk investments.

FEDERAL AGENCY SECURITIES

Federal agency securities are highly liquid and considered credit risk free. They are guaranteed directly or indirectly by the United States government. All agency obligations qualify as legal investments and are acceptable as security for public deposits. They usually provide higher yields than regular treasury issues with all of the same advantages. Examples are:

FNMA's (Federal National Mortgage Association) are used to assist the home mortgage market by purchasing mortgages insured by the Federal Housing Administration and the Farmers Home Administration, as well as those guaranteed by the Veterans Administration.

FHLB's (Federal Home Loan Bank) notes and bonds are issued by the Federal Home Loan Bank System to help finance the housing industry. The notes and bonds provide liquidity and home mortgage credit to savings and loan associations, mutual savings banks, cooperative banks, insurance companies and mortgage lending institutions.

Other federal agency issues include Federal Intermediate Credit Bank Debentures (FICB), Federal Farm Credit Bank (FFCB), Federal Land Bank Bonds (FLB), Small Business Administration notes (SBA's), Government National Mortgage Association notes (GNMA's), Tennessee Valley Authority notes (TVA's), and Student Loan Association notes (SALLIE MAE's).

While these investments are virtually credit risk free, they must be held to maturity to receive the guaranteed principal and interest. They are subject to the same market risks as similar non-government securities and not ordinarily invested in by the City.

LOS ANGELES COUNTY POOLED SURPLUS INVESTMENTS

The Los Angeles County Pooled Surplus Investments is similar to the California LAIF. The county fund provides protection, liquidity and higher than market rates for short-term securities.

Los Angeles County manages a multi-billion dollar portfolio serving local agencies, including school districts, community college districts, special districts and cities. This pooled fund is managed by the County Treasurer and interest is competitive to money market rates. There are no restrictions to the number of transactions or dollar amount of deposits. The funds deposited by a local agency in the county pooled fund cannot be impounded or seized by any county official or agency while the funds are so deposited.

All interest, less costs to administer the fund, is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time of deposit. Interest is posted quarterly to the pool.

MUTUAL FUNDS

Money market mutual funds are another authorized investment allowing the City to maintain liquidity, receive competitive money market rates and remain diversified in pooled investments.

Mutual funds are referred to in GC Section 53601.6 as "shares of beneficial interests issued by diversified management companies registered under the Investment Company Act of 1940". The mutual fund must be restricted by its by-laws to the same investments allowed to the local agency. These investments are treasury issues, agency issues, banker's acceptances, commercial paper, certificates of deposit and negotiable certificates of deposit. The quality rating and percentage restrictions in each investment category applicable to the local agency also applies to the mutual fund.

The purchase price of shares of the mutual fund shall not include any sales commission. Investments in mutual funds and money market mutual funds cannot exceed twenty percent of the City's surplus money.

BANKERS' ACCEPTANCES

Banker's acceptances are frequently the highest in yield among short-term investments, are relatively safe and are highly liquid.

Bankers' acceptances are short-term credit arrangements that facilitates international trade transactions between two parties when they do not have an established credit relationship. It is a time draft drawn on a bank by an importer to finance purchases. By its acceptance, the bank becomes primarily liable for the payment of the draft at its maturity. Acceptances are purchased in various denominations ranging from 30 to 180 days. The interest is calculated on a 360-day discount basis similar to treasury bills. The City may invest up to forty percent of surplus money in bankers' acceptances with up to thirty percent invested in any one commercial bank (GC Section 53601(g)).

NEGOTIABLE CERTIFICATES OF DEPOSIT

Negotiable certificates of deposit (NCDs) are high-grade negotiable instruments, paying a higher interest rate than regular certificates of deposit. They are liquid because they can be traded in the secondary market. However, they cannot be cashed in before maturity.

Negotiable certificates of deposit are unsecured obligations of the financial institution, bank or savings and loan, generally bought at par value with a promise to pay face value plus accrued interest at maturity or the instrument is purchased at a discount to its face value. Minimum face value is $100,000 with maturities ranging from two weeks to one year. The City does not usually invest in NCDs.

Back to Agenda

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Julian Lee, Director of Public Works/City Engineer
Hrant Manuelian, Director of Finance
Grace Huizar, Public Works Administrative Analyst

SUBJECT: Approve the Third Amendment to the Contract Service Agreement with Telecom Law Firm

BACKGROUND

On September 27, 2018, the US Federal Communications Commission released a Declaratory Ruling and Third Report and FCC Order (FCC 18-133) that alters the manner and timeframe that state and local authorities may take to review small cell wireless facilities (SCWF) and eligible facilities requests (EFR) in the public rights-of-way (PROW). Further, FCC 18-133 defines SCWF and establishes limitations related to service fees that may be charged. Fees are limited to the actual and reasonable cost of providing service. These provisions also apply in a limited manner to facilities placed on private property. The FCC Order also limits the time that cities have to review and process SCWF applications.

The City Council adopted Ordinance No. 1159-19 to add section 12.60 to the Lawndale Municipal Code (LMC) to establish regulations for SCWF in the PROW.

STAFF REVIEW

On June 3, 2019 the City entered into an agreement with Telecom Law Firm (Consultant) to review application packages for completeness and adherence to applicable local, state, and federal regulations for a contract sum in the amount of $24,500. The Consultant reviews all administrative and major SCWF permit applications for completeness and adherence to applicable local, state and federal regulations. For FY 2019/20, seven (7) applications were reviewed and processed for a total cost of $17,150.

On June 15, 2020 a First Amendment to the agreement was approved to extend the term for one year through June 30, 2021 and increase the total contract sum by an additional $24,500 for a new contract sum in the amount of $49,000. For FY 2020/21, two (2) applications were reviewed and processed for a total cost of $4,900.00.

On June 21, 2021 a Second Amendment to the agreement was approved to extend the term for one year through June 30, 2022 and increase the total contract sum by an additional $25,000 increasing the total contract sum to $74,500. For FY 2021/22, there were no applications received by the City, therefore, no funds were expended.

The Consultant proposes to charge a flat fee in the amount of $2,599.21, which includes a 3% fee increase from current fiscal year, to review the initial application package and one (1) resubmittal package. The fee includes a written memorandum for the initial reviewed submittal and the first resubmittal (if necessary). Staff anticipates applications to be submitted in the coming fiscal year, therefore, an amendment to the agreement is required to increase the contract sum and extend the term. Staff recommends increasing the contract sum by an additional $26,000 to include the review of ten (10) applications through a new contract term ending June 30, 2023.

LEGAL REVIEW

The City Attorney's Office has reviewed and approved the Third Amendment to the agreement for professional services as to form.

FISCAL IMPACT

A non-refundable flat fee of $2,599.21 is charged by the Consultant to the City for each permit application submitted for review. This cost is paid by the permit applicants per the City's fee schedule. Staff is estimating the annual program cost to administer and process the SCWF applications is $26,000 plus staff time for the next fiscal year.

Staff recommends the following budget adjustment:

Increase estimated revenue:		
100-000-423.112	Small Cell Wireless Facility Fee	$26,000
Increase appropriations:		
100-340-530.200	General Fund- Engineering- Prof Services	$26,000
Net Change In General Fund, Fund Balance		**$0**

RECOMMENDATION

Staff recommends that the City Council approve the Third Amendment to the Agreement with Telecom Law Firm PC for an additional fee not-to-exceed $26,000 increasing the total contract sum to $100,500 and extend the agreement term to June 30, 2023.

ATTACHMENT

1. Third Amendment to Consultant Services Agreement with Telecom Law Firm PC

ATTACHMENT 1
Third Amendment to Consultant Services Agreement with Telecom Law Firm PC

THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR TELECOMMUNICATIONS FACILITY CONSULTING SERVICES

This THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Third Amendment") is made and entered into this 6th day of June, 2022, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Telecom Law Firm, P.C., a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Telecommunications Facility Consulting Services" (the "Agreement") on or about June 3, 2019, and

WHEREAS, City and Consultant entered into that certain "First Amendment to Contract Services Agreement for Telecommunications Facility Consulting Services " (the "First Amendment") on or about June 15, 2020, and

WHEREAS, City and Consultant entered into that certain "Second Amendment to Contract Services Agreement for Telecommunications Facility Consulting Services" (the "Second Amendment") on or about June 21, 2021, and]

WHEREAS, it is the desire of the City and the Consultant to further amend the Agreement, as set forth in this Third Amendment to extend the term for one additional year.

AMENDMENT

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

1. Section 2.1 of the Agreement (Contract Sum) is amended as follows to increase the maximum contract sum by Twenty Six Thousand Dollars ($26,000). The maximum contract sum will increase from Seventy Four Thousand Five Hundred Dollars ($74,500) to One Hundred Thousand Five Hundred Dollars ($100,500).

Section 5.0 of the Agreement is amended to extend the Term for completion of services under the Agreement to June 30, 2023.

Exhibit "C" of the Agreement is amended to modify the flat fee and hourly fee compensation provisions as provided on Exhibit C-2 attached hereto.

MISCELLANEOUS PROVISIONS

2. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

3. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Third Amendment and to bind the parties to the performance of its obligations.

4. Counterparts, Facsimile or other Electronic Signatures. This Third Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Third Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

Severability. If any term, condition or covenant of this Third Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Third Amendment will not be affected and the Third Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Telecom Law Firm, P.C.

By: _____
Dr. Jonathan L. Kramer
President and Secretary

Address: Telecom Law Firm, P.C.
Attention: Client Notices
2001 S. Barrington Ave., Ste 306
Los Angeles, CA 90025

EXHIBIT "C-2"

SCHEDULE OF COMPENSATION

The Consultant consults with and is responsible to the City. The City is responsible for the payment of Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

I. **Flat Fees:** Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 1 through 3 and 4)i), for a fixed fee of $2,599.21 per project. Project hours are not reported by Consultant for flat fee portion of flat fee projects.

Due to FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within one calendar day of receipt by the City from the Applicant.

Flat fee projects are billed as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, shall be payable on an hourly fee basis, billed in increments of six minutes (0.1) as follows:

Personnel	**Rate**
Per Partner	$339.49
Per Associate/Of Counsel/Project Manager	$286.44
Per Paralegal/Project Coordinator	$212.18
Per Assistant	$127.31

3. Annual Fee Adjustments. The Flat Rate and Hourly Fees set out in this Exhibit "C" shall automatically increase by three percent (3%) on each anniversary of this Agreement.

4. Expenses: City will reimburse Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement.

Back to Agenda

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director
Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: **Los Angeles Sheriff's Department Enforcement Services Agreement and Service Level Authorization**

BACKGROUND

On June 17th, 2019, the City of Lawndale (herein referred to as the City) entered into a Municipal Law Enforcement Services Agreement with the County of Los Angeles (herein referred to as the County) for the Sheriff's Department to perform general law enforcement services within the corporate limits of the City, from July 1, 2019 through June 30th, 2024.

STAFF REVIEW

The Los Angeles County Sheriff's Department has been the sole law enforcement provider for the City of Lawndale for more than four decades, and has provided excellent service, professional and proficient staff, and safety and security to the residents and businesses of the City of Lawndale. Additionally, the Sheriff's Department has been a contributing partner with the City at community events and has offered guidance and support to City leaders and staff on issues involving safety and crime reduction.

In previous years the City has seen changes to the contract as a result of increases to the Liability Trust Fund (LFT) which is a County-controlled fund used to pay for liabilities associated with the provision of contracted services which include defense, indemnity, and costs associated with claims and lawsuits.

The liability rate has remained the same as last year, which will be 11% for fiscal year 2022-23.

However, this year the Sheriff's contract has increased by an amount of approximately $108,000 over the prior year's contract. This increase in costs is a reflection of standard cost increases for services including deputy wages, benefits and retirement increases, and upturns in equipment and fuel costs.

Staff views these fee increases as normal and in line with regular cost escalations due to cost of living increases and price increases for fuel and equipment.

		Cost for Services by Rank			Liability Inurance Cost			
Rank	No. Positions	FY 22/23	FY 21/22	Increase	FY 22/23	FY 21/22	Increase	Total Increase
Deputy Sheriff								
40hr Unit	2.00	662,828	653,486	9,342	72,911	71,883	1,028	10,370
56 Hour Unit	7.00	3,247,853	3,202,080	45,773	357,264	352,229	5,035	50,808
Special Assignment Deputy								
Deputy Sheriff, Bonus I	4.00	1,205,140	1,188,156	16,984	132,565	130,697	1,868	18,852
Supplemental	1.00	325,373	318,085	7,288	35,791	34,989	802	8,090
Sergeant	1.00	279,459	270,922	8,537		-	-	8,537
Law Enforcement Tech (w/out veh)	0.50	56,172	54,692	1,480	6,179	6,016	163	1,643
Motor Deputy	1.00	301,285	297,039	4,246	33,141	32,674	467	4,713
Total		6,078,110	5,984,460	93,650	637,852	628,489	9,362	103,012

LEGAL REVIEW

The City Attorney has reviewed this report and approves as to form.

FISCAL IMPACT

The Sheriff's contract cost will be budgeted in the FY 2022-2023 budget, therefore no budget amendment is needed at this time. Total cost for the Sheriff's services are estimated to be $6,720,961 for FY 2022-2023, which is an increase of $108,012 or 1.63% compared to the FY 2021-22 contract.

RECOMMENDATION

Staff recommends that City Council approve the $108,012 increase to the FY 2022/23 for costs of Sheriff's services for the City, and authorize the City Manager to execute the Fiscal Year 2022/2023 Service Level Authorization on behalf of the City.

Attachment A – Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form

Attachment B – Municipal Law Enforcement Service Agreement By and Between County of Los Angeles and City of Lawndale

Attachment A

Los Angeles County Sheriff's Department Service Level Authorization (SH-AD-575) Form

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)

CITY: Lawndale FISCAL YEAR: 2022-2023 EFFECTIVE DATE: 7/1/2022

DEPUTY SHERIFF SERVICE UNIT

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	40-Hour Unit	306	2.00	2.00	0.00	$ 331,414.00	$ 662,828.00	$ 72,911.08	$ 735,739.08	2,086	4,172	250,320	2.332
Deputy Sheriff	56-Hour Unit	307	7.00	7.00	0.00	$ 463,979.00	$ 3,247,853.00	$ 357,263.83	$ 3,605,116.83	2,920	20,440	1,226,400	11.424
Special Assignment Deputy	Non-Relief	278	4.00	4.00	0.00	$ 301,285.00	$ 1,205,140.00	$ 132,565.40	$ 1,337,705.40	1,789	7,156	429,360	4.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff, Bonus I	Non-Relief	305	1.00	1.00	0.00	$ 325,373.00	$ 325,373.00	$ 35,791.03	$ 361,164.03	1,789	1,789	107,340	1.000
					0.00				$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				$ -		0	0	0.000
					0.00				$ -		0	0	0.000
					0.00				$ -		0	0	0.000
					0.00				$ -		0	0	0.000

SUPPLEMENTAL POSITIONS

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Sergeant, Supplemental	Non-Relief	353	1.00	1.00	0.00	$ 279,459.00	$ 279,459.00		$ 279,459.00	1,789	1,789	107,340	1.000
Law Enforcement Technician (w/out veh	Non-Relief	339	0.50	0.50	0.00	$ 112,343.00	$ 56,171.50	$ 6,178.87	$ 62,350.37	1,789	895	53,670	0.500
Motor Deputy	Non-Relief	305A	1.00	1.00	0.00	$ 301,285.00	$ 301,285.00	$ 33,141.35	$ 334,426.35	1,789	1,789	107,340	1.000
					0.00				$ -		0	0	0.000

Estimated Cost for Service Units: $ 6,078,109.50 Total Liability (11%): $ 637,851.56 Estimated Subtotal: $ 6,715,961.06

Public Safety Equipment Cost (See page 3): $ 5,000.00

Estimated Total Annual Cost: $ 6,720,961.06

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

Captain Duane Allen
UNIT COMMANDER NAME

SIGNATURE DATE

Report Prepared By:

Jason Lee 5/12/2022
SERGEANT DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

CITY OFFICIAL NAME

SIGNATURE DATE

Processed at CLEB By:

SERGEANT DATE

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

DEPLOYMENT OF PERSONNEL

City: Lawndale **Fiscal Year:** 2022-2023 **Effective Date:** 7/1/2022

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW EM	GENERAL LAW AM	GENERAL LAW PM	TRAFFIC LAW EM	TRAFFIC LAW AM	TRAFFIC LAW PM	MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
DEPUTY SHERIFF												
Non-Relief	**4.00**								4.00			**4.00**
40-Hour Unit	**2.00**			2.00								**2.00**
56-Hour Unit	**7.00**	1.00	2.00	1.00	1.00	1.00	1.00					**7.00**
70-Hour Unit	**0.00**											**0.00**
Motor (Non-Relief)	**1.00**							1.00				**1.00**
DEPUTY BONUS												
Non-Relief	**1.00**									1.00		**1.00**
40-Hour Unit	**0.00**											**0.00**
56-Hour Unit	**0.00**											**0.00**
70-Hour Unit	**0.00**											**0.00**
GROWTH DEPUTY												
Deputy	**0.00**											**0.00**
SAD	**0.00**											**0.00**
Bonus I	**0.00**											**0.00**
Motor (Non-Relief)	**0.00**											**0.00**
GRANT DEPUTY												
Deputy	**0.00**											**0.00**
SAD	**0.00**											**0.00**
Bonus I	**0.00**											**0.00**
Motor (Non-Relief)	**0.00**											**0.00**

Routine City Helicopter Billing Agreement	YES ☐	NO ☒
License Detail - Business License & Renewal Applications	YES ☐	NO ☒
License Detail - Acts on Violations Observed within the City	YES ☐	NO ☒
S.T.A.R. Deputy Program	YES ☐	NO ☒
Other Supplemental Services	YES ☐	NO ☒

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

	Sworn						
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	Total
Hours	0	1,789	1,789	1,789	24,612	7,156	37,135
Minutes	0	107,340	107,340	107,340	1,476,720	429,360	2,228,100
Personnel	0.000	1.000	1.000	1.000	13.756	4.000	20.756

	Civilian			
	SSO	LET/CSA/CA/PCO	Clerical	Total
Hours	0	895	0	895
Minutes	0	53,670	0	53,670
Personnel	0.000	0.500	0.000	0.500

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
SMS DEPLOYMENT CONTRACT UPDATED:	YES ☐	NO ☐	N/A ☐
MINUTE PROGRAM IN RAPS UPDATED:	YES ☐	NO ☐	N/A ☐

Initials

City Official: _____

Unit Commander: _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

PUBLIC SAFETY EQUIPMENT

CITY: Lawndale **FISCAL YEAR:** 2022-2023

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
ALPR System 3rd Year	Year 3	680B	1	$ 5,000.00	$ 5,000.00
				Total Public Safety Equipment Cost:	**$ 5,000.00**

Initials

City Official: _____

Unit Commander: _____

CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET

Liability Rate: **11.0%**

DSSU Rates

Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	$ 301,285	310
Deputy Sheriff	40-Hour Unit	$ 331,414	306
Deputy Sheriff	56-Hour Unit	$ 463,979	307
Deputy Sheriff	70-Hour Unit	$ 579,974	308
Special Assignment Deputy	Non-Relief	$ 301,285	278
Catalina Deputy	Non-Relief	$ 271,836	324

DSSU Bonus I Rates

Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	$ 325,373	305
Deputy Sheriff, Bonus I	40-Hour Unit	$ 357,910	301
Deputy Sheriff, Bonus I	56-Hour Unit	$ 501,074	302
Deputy Sheriff, Bonus I	70-Hour Unit	$ 626,342	303

Growth/Grant Deputy Rates

Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	$ 211,257	335
Growth Deputy Generalist	40-Hour Unit	$ 246,326	573
Growth Deputy Generalist	56-Hour Unit	$ 344,771	582
Growth Deputy Generalist	70-Hour Unit	$ 430,964	583
Growth Special Assignment Deputy	Non-Relief	$ 211,257	204
Growth Deputy Bonus I	Non-Relief	$ 231,615	336
Growth Motor Deputy	Non-Relief	$ 227,801	424
Grant Deputy Generalist	Non-Relief	$ 211,257	386
Grant Special Assignment Deputy	Non-Relief	$ 211,257	312
Grant Deputy Bonus I	Non-Relief	$ 231,615	384
Grant Motor Deputy	Non-Relief	$ 227,801	422

Supplemental Rates

Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	$ 418,222	321
Lieutenant	Non-Relief	$ 331,308	342
Sergeant, Patrol	Non-Relief	$ 353,655	631
Sergeant, Supplemental	Non-Relief	$ 279,459	353
Motor Sergeant	Non-Relief	$ 294,613	348
Motor Deputy	Non-Relief	$ 301,285	305A
Watch Deputy	Non-Relief	$ 227,109	354
Community Services Assistant (w/ veh)	Non-Relief	$ 75,988	325
Community Services Assistant (w/out veh)	Non-Relief	$ 73,588	327
Crime Analyst	Non-Relief	$ 152,888	329
Custody Assistant	Non-Relief	$ 125,217	331
Forensic ID Specialist II	Non-Relief	$ 187,615	356
Information Systems Analyst I	Non-Relief	$ 166,260	332
Intermediate Clerk	Non-Relief	$ 82,148	338
Law Enforcement Technician (w/ veh)	Non-Relief	$ 113,636	340
Law Enforcement Technician (w/out veh)	Non-Relief	$ 112,343	339
Operations Assistant I	Non-Relief	$ 108,543	343
Operations Assistant II	Non-Relief	$ 134,829	344
Operations Assistant III	Non-Relief	$ 154,412	345
Secretary V	Non-Relief	$ 117,437	346
Security Assistant	Non-Relief	$ 60,735	362
Security Officer	Non-Relief	$ 96,411	347
Senior Information Systems Analyst	Non-Relief	$ 217,524	334
Station Clerk II	Non-Relief	$ 102,296	351
Skynight Observer	Non-Relief	$ 325,373	349
Supervising Station Clerk	Non-Relief	$ 123,685	352

CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET

Vehicle & Equipment Rates

Start-Up Vehicle	Year		Annual Rate	Service Code
B/W Patrol - Ford Explorer PIU Hybrid AWD	2022-2023	$	93,884	378
B/W Tahoe 2WD	2022-2023	$	93,672	399
B/W Motorcycle	2022-2023	$	48,957	381
Solid Patrol Vehicle with Cage (SAO Sergeant/Detectives)	2022-2023	$	88,716	118A
Solid Patrol Vehicle without Cage (SAO Sergeant/Detectives)	2022-2023	$	86,300	118B
Ford Escape SUV Hybrid (White Fleet - CSA, SSO, LET)	2022-2023	$	59,284	203
Ford Explorer PIU Hybrid (Street Package - Executive)	2022-2023	$	72,019	201
Ford F-150 Police Responder BW	2022-2023	$	95,714	205
K-9 Vehicle (B/W Tahoe 2WD)	2022-2023	$	105,819	593

Equipment	Year		Annual Rate	Service Code
MDC New Purchase, Data & Maintenance - CF-31	Year 1	$	7,970	198
MDC New Purchase, Data & Maintenance - GETAC V110	Year 1	$	7,795	164
MDC Data & Maintenance Only	Year 2+	$	1,685	595
ALPR New Install 1st Year (5yr Program)	Year 1	$	5,000	680
ALPR System 2nd Year	Year 2	$	5,000	680A
ALPR System 3rd Year	Year 3	$	5,000	680B
ALPR System 4th Year	Year 4	$	4,650	680C
ALPR System 5th Year	Year 5	$	4,650	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

Attachment B

Municipal Law Enforcement Services Agreement

By and Between County of of Los Angeles and City of Lawndale

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAWNDALE

TABLE OF CONTENTS

SECTION	TITLE	PAGE
RECITALS		1
1.0	SCOPE OF SERVICES	1
2.0	ADMINISTRATION OF PERSONNEL	2
3.0	DEPLOYMENT OF PERSONNEL	3
4.0	PERFORMANCE OF AGREEMENT	5
5.0	INDEMNIFICATION	6
6.0	TERM OF AGREEMENT	6
7.0	RIGHT OF TERMINATION	7
8.0	BILLING RATES	7
9.0	PAYMENT PROCEDURES	8
10.0	NOTICES	9
11.0	AMENDMENTS	9
12.0	AUTHORIZATION WARRANTY	10
13.0	ENTIRE AGREEMENT	10
SIGNATURES		11

ATTACHMENT A: Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form

ATTACHMENT B: Contract City Law Enforcement Services and Equipment Master Rate Sheet

ATTACHMENT C: Public Safety Equipment Use Requirements

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAWNDALE

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this 17th day of June, 2019 by and between the County of Los Angeles ("County") and the City of Lawndale ("City").

RECITALS

A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and

B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and

C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.

1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.

1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.

2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.

2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.

2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.

2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.

3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.

3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.

3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.

5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.

5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.

6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.

7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.

8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.

9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street. 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

10.3 Notices to the City of shall be addressed as follows:

City of Lawndale
Attn: CITY MANAGER
Address: 14717 BURIN AVE., LAWNDALE, CA. 90260
Phone #: 310-973-3200

11.0 AMENDMENTS

11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAWNDALE

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA
Sheriff

Date 07/02/19

CITY OF LAWNDALE

By _____

Date 6-19-19

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By APPROVAL ON FILE
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director

SUBJECT: **Consideration Copier Lease Agreement with Ricoh USA, Inc.**

BACKGROUND

The City of Lawndale has leased copiers from Ricoh USA, Inc. ("Ricoh") since October 2013. In 2017, City Council approved a four-year agreement with Ricoh to continue the copier lease, which was scheduled to expire in August 2021. In July 2021, City Council approved a one-year extension to lease the existing copiers and allow staff an opportunity to review the City's current needs and best pricing options available.

STAFF REVIEW

Over the years, the City has leased its copiers as a cost effective option for its managed printing needs as it allows the City to update its technology in a timely fashion in this ever changing industry. The City's current copier lease and maintenance agreement with Ricoh is through the National Association of State Procurement Officers (NASPO) ValuePoint cooperative contracts. This state competitive pre-bid process allows for government agencies to take advantage of the lowest pricing and highest level of printing services.

In efforts to ensure the City is receiving the best rate and service, staff sought price estimates from other NASPO ValuePoint copier and managed print vendors (Canon, Sharp, Toshiba, and Xerox). Out of the four vendors, the City received responses from Sharp and Toshiba and compared the cost estimates with Ricoh, as follows:

Company	Monthly Lease Cost	Print Black-White/Color
Sharp	$1344.64	$0.00590/ $0.04400
Toshiba	$1220.50	$0.00554/ $0.03320
Ricoh	$1593.52	$0.0057/ $0.0309

A recent quarterly snap shot of the City's usage for the period of July - October 2021 was reviewed. During this period, the City printed 36,058 black and white pages and 48,507 color pages. While Sharp and Toshiba monthly lease amounts are lower, Ricoh's print cost for both color and black/ white is lower and has the potential to provide an overall cost savings to the City when balancing the monthly lease and usage during higher usage months, since the month to month price variance is based on usage.

At this time, staff is recommending the City utilize the NASPO ValuePoint Ricoh cooperative agreement for its copier and maintenance services. This new agreement will provide for five (5) new copiers, supplies and maintenance for all current City department locations, over the next 5 years, at a lease rate of $1,593.52 per month and estimated usage rate of $854.06 per month (based on City's copier usage pre COVID-19). This is a total of approximately $2,447.58 per month (depending on the City's usage). The five year total cost of this new contract is $146,854.80, which breaks down to $29,370.96 per year. All product information, model numbers, and features are included in the attached proposal/equipment breakdown.

While the 2021 one year lease extension with Ricoh is $1513.08, this pricing was to allow the City to continue to lease its existing copiers until the City completed its review. The existing copiers are outdated and need to be replaced. Once the agreement is approved, Ricoh will be removing the old equipment and replacing with new equipment at each City Department.

LEGAL REVIEW

The City Attorney's Office has reviewed the master lease agreement and has approved it to form.

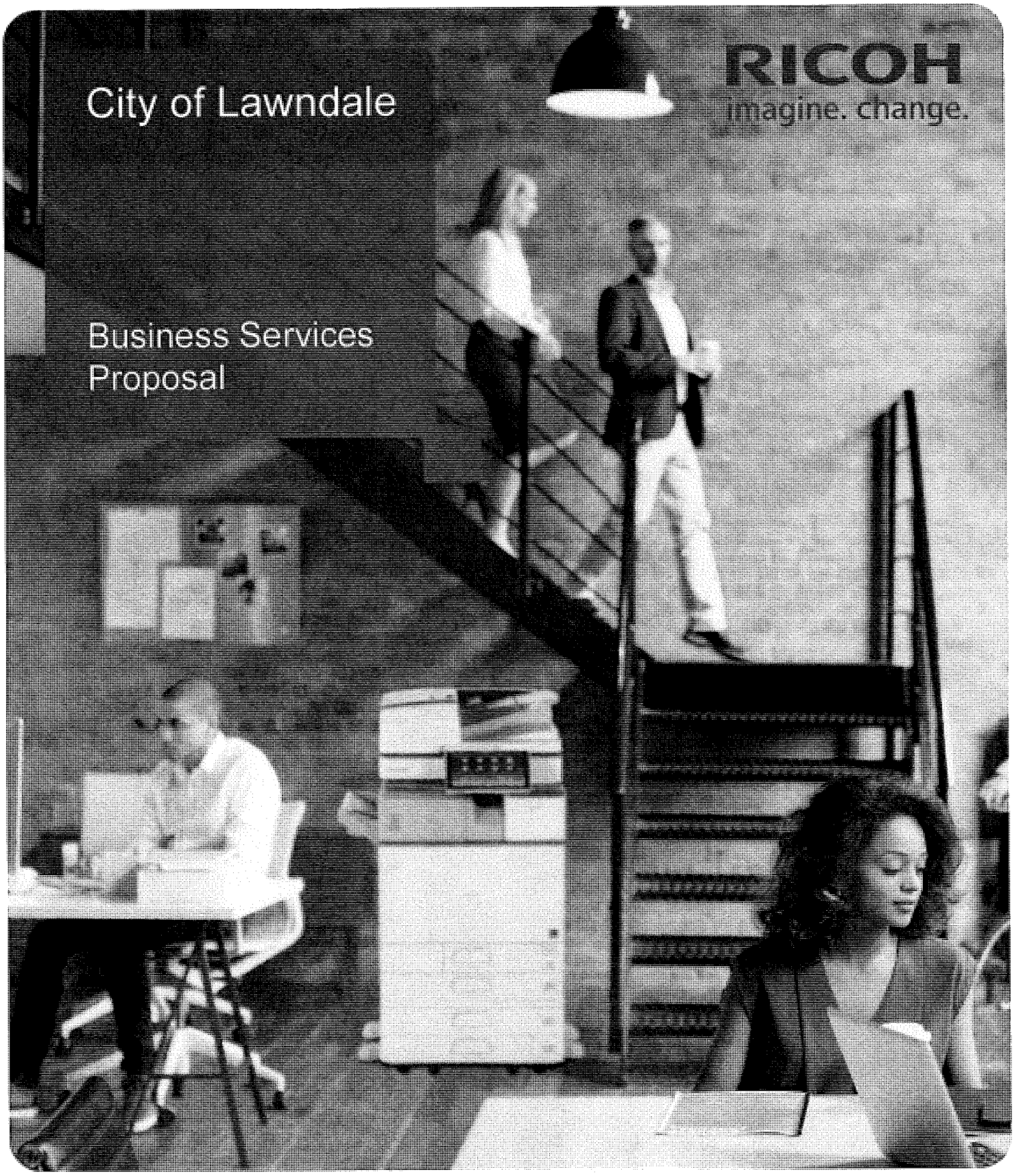
FUNDING

There is no current fiscal impact on City resources, as the current agreement expires in July 2022. Funds for copier and maintenance services in an amount of $34,000 will continue to be budgeted in the General Operations Budget line item 160.520.500 for the lease, usage and potential overages based on City's actual usage during the Fiscal Year 2022-23 and future budget years.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager or designee enter into the NASPO ValuePoint Master Agreement with Ricoh USA, Inc., and execute any other documents necessary to implement the cooperative agreement with Ricoh USA, Inc. for the lease and maintenance of five (5) copiers for five (5) year period.

Attachments:
1) Ricoh USA, Inc. Proposal
2) National Association of State Procurement Officials (NASPO) ValuePoint Master Maintenance and Sale Agreement
3) Ricoh USA, Inc. Order Agreement
4) Ricoh USA, Inc. Equipment Removal/Buyout Authorizations



PREPARED BY:
Steve Tran, Account Manager
562-480-9675
Steve.tran@ricoh-usa.com

April 11, 2022

Cover Letter

Dear John,

On behalf of your Ricoh team, thank you for meeting with us to discuss your organization's challenges and how we can deliver the solutions that will help propel your business forward and position you for success. Based on our conversations, I have prepared a proposal that will assist you in achieving your goals.

Ricoh has transformed the way people live and work with breakthrough technologies and services. Our solutions help you to remove obstacles to sustained growth by optimizing the flow of information and automating antiquated processes to increase productivity.

In addition, our extensive experience in a wide range of industries gives us in-depth knowledge of your unique challenges — and how our services can help overcome them.

We appreciate your time and look forward to helping your organization work smarter.

Sincerely,

Steve Tran
Account Manager
562-480-9675
Steve.tran@ricoh-usa.com

Gus Leonard
Production Print Specialist
657-258-5083
Gus.leonard@ricoh-usa.com

Investment Scenario

Monthly Cost Comparison		
	Original Lease	**Proposed (60 month lease)**
Service (B&W/Color)	**$.0061/$.0439**	**$.0057/$.0309**
Supplies	**Included**	**Included**
Lease	**$1,894.94**	**$1,593.52**

Included in Monthly Fee
City Hall: IMC6000, 4 drawers, staple finisher, fax **Print Shop**: IMC6500, booklet finisher, hole punch, folding, fax **MSD**: IMC4500, 4 drawers, staple finisher, **hole punch**, fax **Community Center**: **Pro C5300S,** booklet finisher, hole punch, folding, fax **Public Works**: IMC6000, 4 drawers, staple finisher, fax
NOTES: • Break/fix services included in the above program. • Alternative lease terms may be available at different rates. • Please contact your sales representative to discuss changes to the above assumptions/configuration or additional services.

Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We recognize your right to negotiate and approve the terms of any resulting contract and we reserve the same right. We also acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. This quote is subject to credit approval and valid for a period of 30 days from the date stated on the cover page. THIS QUOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT, NOR SHOULD IT BE CONSTRUED AS, AN OFFER TO SELL/LEASE THE GOODS OR SERVICES LISTED HEREIN.

RICOH
imagine. change.

Get Productivity with Environmental Sustainability

When you choose Ricoh, you can elevate your organization's sustainability efforts, enhance productivity and even lower your costs. Ricoh products are designed with innovative environmental features to provide you sustainability without sacrifice.

Paper Savings

- Duplexing
- 2 up/4 up on one page
- Locked print
- Do not print blank pages
- Sample print

Efficiency

- Toner saving mode
- Recycled paper runability
- Staple-free option
- Eco-friendliness widget

Eco Labels

- EPEAT®
- ENERGY STAR® certified



Energy Savings*

- Quick Start-up and recovery
- Sleep mode timer
- Auto on/off timer
- Weekly timer
- Motion Sensors
- Polymerized PXP™ Toners

Recycling

- End-of-life equipment recycling
- Consumables take-back program
- Many toner cartridges and consumables contain recycled content

Our products are designed to be environmentally efficient and productive — as shipped — with factory default settings. Built-in advanced energy management features — such as Quick Start-up and Recovery along with low sleep mode electricity consumption — help you save energy without getting in the way of your productivity.

*Some environmental features are limited to specific models

RICOH
imagine. change.

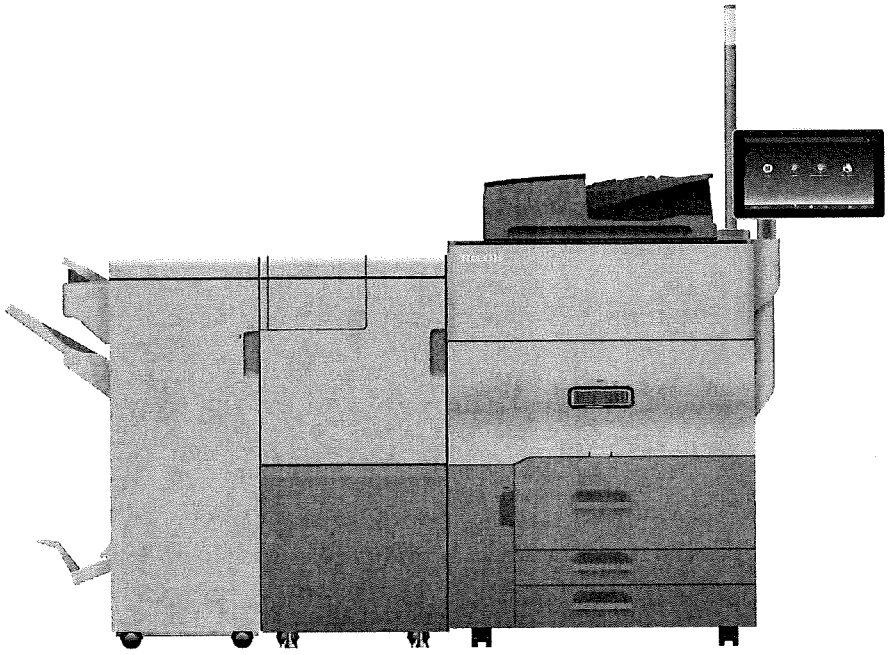
Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

RICOH
imagine. change.

Created By: Steve | *Email:* steve.tran@ricoh-usa.com

Your Configured RICOH Pro C5300s



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
75.90in	**34.60in**	**64.90in**
(1,928mm)	(879mm)	(1,648mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

208-240V, 60Hz, 16A (dedicated)

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- Pro C5300s
- Multi-Folding Unit FD5020
- Booklet Finisher SR5100
- Punch Unit PU3090 NA
- PostScript3 Unit Type M42

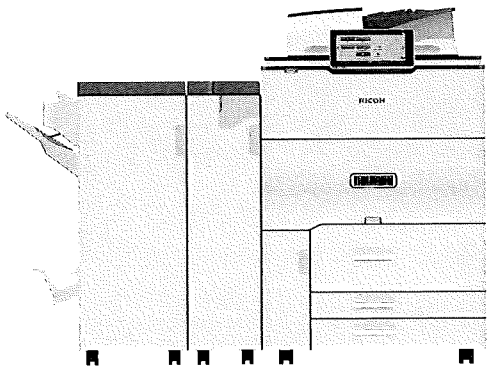
Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

RICOH
imagine. change.

Created By: Steve | *Email:* steve.tran@ricoh-usa.com

Your Configured RICOH IM C6500



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
63.63in	**34.65in**	**48.23in**
(1,616mm)	(880mm)	(1,225mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120-127V, 16A, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C6500
- Booklet Finisher SR4160
- Multi-Fold Unit FD4010
- Punch Unit PU3090 NA

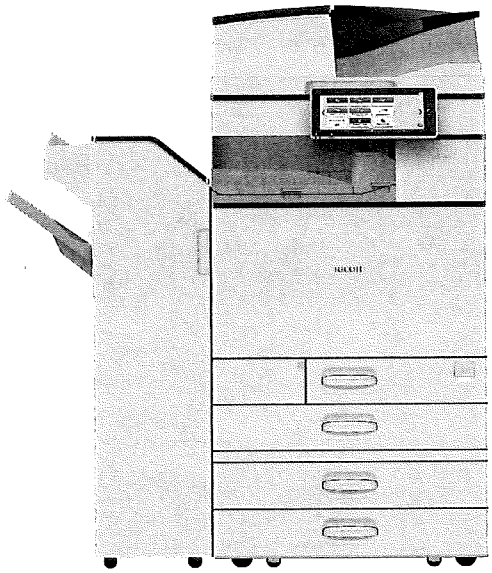
Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

RICOH
imagine. change.

Created By: Steve | *Email:* steve.tran@ricoh-usa.com

Your Configured RICOH IM C6000



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
45.70in	**27.00in**	**47.60in**
(1,161mm)	(686mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C6000
- Paper Feed Unit PB3280
- Finisher SR3260
- Bridge Unit BU3090

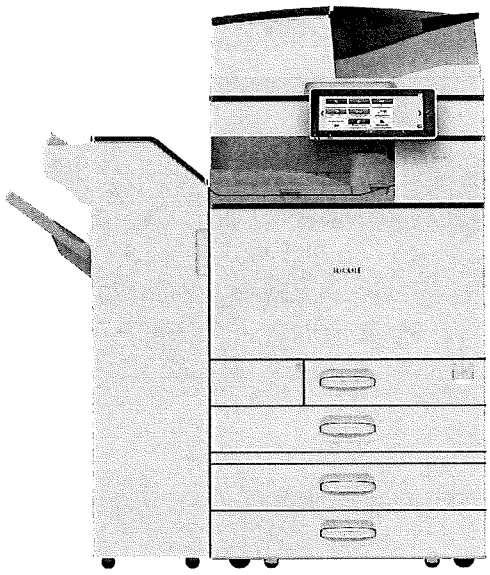
Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

RICOH
imagine. change.

Created By: Steve | *Email:* steve.tran@ricoh-usa.com

Your Configured RICOH IM C4500



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
45.70in	**27.00in**	**47.60in**
(1,161mm)	(686mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C4500
- Paper Feed Unit PB3280
- Finisher SR3260
- Bridge Unit BU3090
- Punch Unit PU3080 NA

RICOH

imagine. change.

Ricoh USA, Inc. 300 Eagleview Blvd Ste 200, Exton, PA, 19341 | 1-800-63-RICOH

©2021 Ricoh USA, Inc. All rights reserved. Ricoh® and the Ricoh logo are registered trademarks of Ricoh Company, Ltd. All other trademarks are the property of their respective owners. The content of this document, and the appearance, features and specifications of Ricoh products and services are subject to change from time to time without notice. Products are shown with optional features. While care has been taken to ensure the accuracy of this information, Ricoh makes no representation or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions in these materials. Actual results will vary depending upon use of the products and services, and the conditions and factors affecting performance. The only warranties for Ricoh products and services are as set forth in the express warranty statements accompanying them.

DocuSign Envelope ID: F887739A-3A53-436F-B415-2E71CB34CFA4

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Lease Agreement

Number: _____

This Lease Agreement (this "Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer," "you" or "your," we are referring to you, our Customer. When we use "we," "us" or "our," we are referring to Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

CUSTOMER INFORMATION

CITY OF LAWNDALE				Raylette Felton			
Full Legal Name				Billing Contact Name			
14717 BURIN AVE				14717 BURIN AVE			
Equipment Location Address				Billing Address *(if different from location address)*			
LAWNDALE	LOS ANGELES	CA	90260-1497	LAWNDALE	LOS ANGELES	CA	90260-1497
City	County	State	Zip	City	County	State	Zip

Federal Tax ID No.	Billing Contact Telephone No.	Billing Contact Facsimile Number	Billing Contact E-Mail Address
00-0000000 *(Do Not Insert Social Security No.)*	(310) 973-3200		rfelton@lawndalecity.org

EQUIPMENT DESCRIPTION

Qty	Equipment Description: Make& Model	Street Address/City/State/Zip
1	RICOH IMC6000 CONFIGURABLE PTO MODEL	4722 MANHATTAN BEACH BLVD, LAWNDALE, CA, 90260-2549, US
1	RICOH IMC6500 CONFIGURABLE PTO MODEL	14717 BURIN AVE, LAWNDALE, CA, 90260-1497, US
1	RICOH IMC4500 CONFIGURABLE PTO MODEL	14616 GREVILLEA AVE, LAWNDALE, CA, 90260-1453, US
1	RICOH PROC5300S CONFIGURABLE PTO MODEL	14700 BURIN AVE FL 2, LAWNDALE, CA, 90260-1432, US
1	RICOH IMC6000 CONFIGURABLE PTO MODEL	14717 BURIN AVE, LAWNDALE, CA, 90260-1497, US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency
60	$1,593.52	☑ Monthly ☐ Quarterly ☐ Other: _____

ADDITIONAL PROVISIONS (if any) are:

Sales Tax Exempt: ☐Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum Attached: ☐Yes (Check if yes and indicate total number of pages: ___)

TERMS AND CONDITIONS:

1. Lease Agreement. You agree to lease from us the equipment listed above ("Equipment"). **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Equipment Location" identified above is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The manufacturer of the tangible Equipment shall be referred to as the "Manufacturer." Our signature indicates our acceptance of this Lease.

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

2. Location of Equipment. You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. *(The terms and conditions set forth on the next page(s) of this Lease are hereby incorporated herein by reference.)*

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X_____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

PERSONAL GUARANTY In consideration of Ricoh USA, Inc. entering into the above Lease, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that Ricoh USA, Inc. or its Assignee may modify the Lease or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Lease. I agree that Ricoh USA, Inc. or its Assignee need not notify me of any default under the Lease and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse Ricoh USA, Inc. or its Assignee, as applicable, for any costs or reasonable attorneys' fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X_____ Date_____
Guarantor Signature

(Printed Name of Guarantor - *Do Not Include Title*)

_____
Home Address

City_____ State_____ Zip_____

(_____)_____
Home Phone

3. Ownership of Equipment; Assignment. We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Lease without notice to you even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.

4. Software or Intangibles. To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as defined below).

5. Taxes and Origination Fee. In addition to the payments under this Lease, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment. If we are required to file and pay property tax, you agree at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Lease. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or $10 each time such tax is invoiced during the term of this Lease, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Lease to reflect our increased cost of administration, and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of this Lease and not as a lump sum at Lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us. In connection with this Lease, you agree to pay us an origination fee of $75.00 on the first payment date.

6. Uniform Commercial Code ("UCC") Filing. To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

7. Warranties. We transfer to you, without recourse, for the term of this Lease, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. However, if you enter into a Maintenance Agreement with the Servicer

with respect to any Equipment, no provision, clause or paragraph of this Lease shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against the Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE THE EQUIPMENT "AS-IS."

8. Maintenance of Our Equipment. You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies, which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.

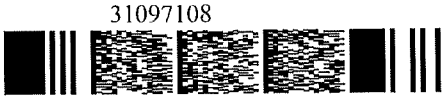
9. Indemnity, Liability and Insurance. To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Equipment, except to the extent caused by our gross negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.

10. Renewal and Return of Equipment. After the Minimum Term or any extension, this Lease will automatically renew on a month-to-month basis unless either party notifies the other in writing at least thirty (30) days, but not more than one hundred twenty (120) days, prior to the expiration of the Minimum Term or extension; provided, however, that at any time during any month-to-month renewal, we have the right, upon thirty (30) days notice, to demand that you return the Equipment to us in accordance with the terms of this Section 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Lease, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Lease, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

11. Lease Payments. Payments will begin on the Equipment delivery and acceptance date ("Effective Date") or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or $5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay $25 for each check returned for insufficient funds or any other reason. You agree that you will remit payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

12. Default and Remedies. Each of the following is a "Default" under this Lease: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease is false or incorrect and/or you do not perform any of your other obligations under this Lease and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. Business Agreement and Choice of Law. YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.



14. No Waiver or Set Off. You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON.

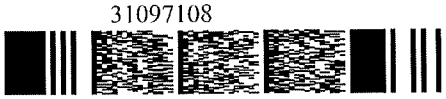
15. Entire Agreement; Delivery & Acceptance Certificate. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE REPRESENT THE ENTIRE AGREEMENT BETWEEN US AND YOU AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.

16. Counterparts; Facsimiles. This Lease may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Lease to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Lease, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers and/or dates in this Lease. You agree that the facsimile or other electronic transmission of this Lease containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Lease containing your manual signature.

17. Miscellaneous. It is the intent of the parties that this Lease shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Lease by any representation or warranty not expressly set forth in this Lease. This Lease is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities will survive the termination of this Lease. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease and make your own determination of the proper accounting treatment of this Lease. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of leasing the Equipment to you under this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

_____
Initial

3.



DocuSign Envelope ID: F887739A-3A53-436F-B415-2E71CB34CFA4

RICOH

Agreement #: MMSA31097108

MASTER MAINTENANCE & SALE AGREEMENT

NASPO ValuePoint

CUSTOMER INFORMATION					
Full Legal Name	CITY OF LAWNDALE				
Address	14717 BURIN AVE				
City	LAWNDALE	**State**	CA	**Zip Code**	90260-1497

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an "Order"). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. **Services**. (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls**. Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination**. Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date

of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges**. (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order.

5. **Use of Recommended Supplies; Meter Readings**. (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars ($15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

6. **Connectivity and Professional Services**. Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations**. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance**. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification**. To the extent not prohibited by applicable law, each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier

termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance**. Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss**. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer upon delivery by Ricoh to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products**. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to the lesser of ten percent (10%) of the purchase price or $200.00. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty**. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Limitations**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

15. **Payment; Taxes**. Payment terms are net thirty (30) days. If invoices are unpaid and overdue for forty-five (45) days, Customer agrees to pay Ricoh a late charge of one percent (1.0%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default**. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of



such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors**. Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure**. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures**. Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law; Entire Agreement**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state in which the applicable participating addendum designates without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency betweens the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Initials

CUSTOMER		**RICOH USA, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



DocuSign Envelope ID: F887739A-3A53-436F-B415-2E71CB34CFA4

RICOH

ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: CITY OF LAWNDALE		
Address Line 1: 14717 BURIN AVE		**Contact:** Bekim Berish
Address Line 2:		**Phone:** (310) 973-3200
City: LAWNDALE		**E-mail:** bberisha@lawndalecity.org
ST/Zip: CA/90260-1497	**County:** LOS ANGELES	**Fax:**

Check all that apply:

☐ PO Included PO#

☐ TS PO# (if applicable)

☐ Sales Tax Exempt (Attach Valid Exemption Certificate)

☐ Syndication

☐ Add to Existing Service Contract #

☐ PS Service (Subject to and governed by additional Terms and Conditions)

☐ IT Service (Subject to and governed by additional Terms and Conditions)

☑ Fixed Rate Service Term 60 Months

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: CITY OF LAWNDALE			
Address Line 1: 14717 BURIN AVE		**Contact:** Bekim Berish	
Address Line 2:		**Phone:** (310) 973-3200	
City: LAWNDALE		**E-mail:** bberisha@lawndalecity.org	
ST/Zip: CA/90260-1497	**County:** LOS ANGELES	**Fax:**	
Service Term (Months)	**Base Billing Frequency**	**Overage Billing Frequency**	**Service Type**
60	MONTHLY	MONTHLY	GOLD

Blended Overages		**Service Base** *QUARTERLY*
B/W	.0057	$0.00
Color	.0309	

SHIP TO INFORMATION				
Customer Name	**Address Line 1** **Address Line 2**	**City** **ST/Zip** **County**	**Contact**	**Phone** **E-mail** **Fax**
CITY OF LAWNDALE	14717 BURIN AVE City Hall	LAWNDALE CA/90260-1497 LOS ANGELES	Bekim Berish	(310) 973-3200 bberisha@lawndalecity.org
PRODUCT INFORMATION				

31097108

5/18/2022
Version#1.1

Product Description	QTY	Service Level	Total B/W Allowance *QUARTERLY*	B/W Ovg	Total Color Allowance *QUARTERLY*	Color Ovg	Service Base *QUARTERLY*
RICOH IMC6000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.0057	0	0.0309	$0.00

SHIP TO INFORMATION				
Customer Name	**Address Line 1 Address Line 2**	**City ST/Zip County**	**Contact**	**Phone E-mail Fax**
CITY OF LAWNDALE	4722 MANHATTAN BEACH BLVD Public Works	LAWNDALE CA/90260-2549 LOS ANGELES	Bekim Berish	(310) 973-3200 bberisha@lawndalecity.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *QUARTERLY*	B/W Ovg	Total Color Allowance *QUARTERLY*	Color Ovg	Service Base *QUARTERLY*
RICOH IMC6000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.0057	0	0.0309	$0.00

SHIP TO INFORMATION				
Customer Name	**Address Line 1 Address Line 2**	**City ST/Zip County**	**Contact**	**Phone E-mail Fax**
CITY OF LAWNDALE	14717 BURIN AVE Print Room	LAWNDALE CA/90260-1497 LOS ANGELES	Bekim Berish	(310) 973-3200 bberisha@lawndalecity.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *QUARTERLY*	B/W Ovg	Total Color Allowance *QUARTERLY*	Color Ovg	Service Base *QUARTERLY*
RICOH IMC6500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.0057	0	0.0309	$0.00

SHIP TO INFORMATION				
Customer Name	**Address Line 1 Address Line 2**	**City ST/Zip County**	**Contact**	**Phone E-mail Fax**
CITY OF LAWNDALE	14616 GREVILLEA AVE MSD	LAWNDALE CA/90260-1453 LOS ANGELES	Bekim Berish	(310) 973-3200 bberisha@lawndalecity.org

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance *QUARTERLY*	B/W Ovg	Total Color Allowance *QUARTERLY*	Color Ovg	Service Base *QUARTERLY*
RICOH IMC4500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.0057	0	0.0309	$0.00

SHIP TO INFORMATION				
Customer Name	**Address Line 1 Address Line 2**	**City ST/Zip County**	**Contact**	**Phone E-mail Fax**
CITY OF LAWNDALE	14700 BURIN AVE FL 2 Community Center 2nd Floor	LAWNDALE CA/90260-1432 LOS ANGELES	Bekim Berish	(310) 973-3200 bberisha@lawndalecity.org

PRODUCT INFORMATION



Product Description	QTY	Service Level	Total B/W Allowance *QUARTERLY*	B/W Ovg	Total Color Allowance *QUARTERLY*	Color Ovg	Service Base *QUARTERLY*
RICOH PROC5300S CONFIGURABLE PTO MODEL	1	GOLD	0	0.0057	0	0.0309	$0.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN - SEG BC4	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS NETWORK & SCAN - SEG BC4	1
[OA] CIP ISF PPSE TRAINING - PROC5300 FAMILY GW	1
M2M REDUCED LEASE RATE	1

ORDER TOTALS		
Service Type Offerings:	**Product Total:**	
Gold: Includes all supplies and staples. Excludes paper.	**BASIC CONNECTIVITY / PS / IT Services :**	
Silver: Includes all supplies. Excludes paper and staples.	**BuyOut After Promotions:**	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	**Grand Total: (Excludes Tax)**	
Additional Provisions: ***Insert ANY additional provisions here***		
Order is subject to NASPO Contract #140602 & State of California Contract PA 7-19-70-46-06		

Accepted by Customer	**Accepted: Ricoh USA, Inc.**
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date

Initials



DocuSign Envelope ID: F887739A-3A53-436F-B415-2E71CB34CFA4

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	CITY OF LAWNDALE				
Contact Name:	Bekim Berish			Phone:	(310) 973-3200
Address:	14700 BURIN AVE FL 2			City:	LAWNDALE
State:	CA	Zip:	90260-1432	Fax/Email:	bberisha@lawndalecity.org

Make	Model	Serial Number
	MPC6502SP	E235CB00288/C86137241

Customer Name:	CITY OF LAWNDALE				
Contact Name:	Bekim Berish			Phone:	(310) 973-3200
Address:	14717 BURIN AVE			City:	LAWNDALE
State:	CA	Zip:	90260-1497	Fax/Email:	bberisha@lawndalecity.org

Make	Model	Serial Number
	MPC6503	C067C600172/C86206106

Customer Name:	CITY OF LAWNDALE				
Contact Name:	Bekim Berish			Phone:	(310) 973-3200
Address:	4722 MANHATTAN BEACH BLVD			City:	LAWNDALE
State:	CA	Zip:	90260-2549	Fax/Email:	bberisha@lawndalecity.org

Make	Model	Serial Number
	MPC6004EX	C757M520277/C86205654

Customer Name:	CITY OF LAWNDALE				
Contact Name:	Bekim Berish			Phone:	(310) 973-3200
Address:	14616 GREVILLEA AVE			City:	LAWNDALE
State:	CA	Zip:	90260-1453	Fax/Email:	bberisha@lawndalecity.org

Make	Model	Serial Number
	MPC4504EX	C737M542042/C86205560

Customer Name:	CITY OF LAWNDALE				
Contact Name:	Bekim Berish			Phone:	(310) 973-3200
Address:	14717 BURIN AVE			City:	LAWNDALE
State:	CA	Zip:	90260-1497	Fax/Email:	bberisha@lawndalecity.org

Make	Model	Serial Number
	MPC6004EX	C757M520208/C86205653

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for

RICOH

ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☑Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER		RICOH USA, INC.	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Initials



CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director

SUBJECT: **Consideration of Claims for Damage against the City**

BACKGROUND

The City of Lawndale received a claim for property damage filed by Mercury Insurance Company on behalf of Rolando Juniel (Claimant) on March 28, 2022. The claim filed alleged that on February 1, 2022, their personal vehicle was damage by a pothole on Inglewood Blvd. (sic) and 152nd Street in Lawndale, California. This matter was referred to the City's third party claims administrator (Carl Warren & Company) for review and investigation.

STAFF REVIEW

The City's third party claims administrator, Carl Warren & Company, reviewed and completed investigation regarding filed claim. Based on an investigation completed by Carl Warren, it was determined that the liability for the claim could not be assigned to the City and recommends that the City reject the claim as filed.

LEGAL REVIEW

None.

RECOMMENDATION

Staff recommends that the City Council reject the claim filed by Mercury Insurance on behalf of Rolando Juniel and instruct staff to process the appropriate correspondence to the claimants.

Attachments: 1) Claim for Damages to Person or Property and Rejection Notice – Mercury/ R. Juniel (3031488 - JBG)

CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

File with the City Clerk
14717 Burin Ave., Lawndale, CA 90260
(310) 973-3200, Fax: (310) 644-4556

'22 MAR 28 5:33PM

Claim No.: _____

Instructions:

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

CITY OF LAWNDALE			
Claimant's Name	Mercury Insurance Company as Subrogee of	Claimant's Occupation	
Claimant's Home Address	Rolando Juniel	Claimant's Home Phone #	
Claimant's Business Address	P.O. Box 10730 Santa Ana CA 92711	Claimant's Business Phone #	888-263-7287

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

Same as above

When did DAMAGE or INJURY occur? Date: 02/01/2022 Time: 8:00 A.M.

If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____

Names of any city employees involved in INJURY or DAMAGE

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

Inglewood Blvd, Lawndale CA.

Describe in detail how the DAMAGE or INJURY occurred.

Insured drove over unavoidable pothole.

Why do you claim the city is responsible?

Unavoidable pothole.

Describe in detail each INJURY or DAMAGE

Passenger side tire, and wheel well

THIS CLAIM MUST BE SIGNED ON PAGE 2

The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):	$	Estimated prospective damages as far as known:	$
Damage to property	$ 330.00	Future expenses for medical and hospital care	$
Expenses for medical and hospital care	$	Future loss of earnings	$
Loss of Earnings	$	Other prospective special damages	$
Special Damages for	$	Prospective general damages	$
		Total estimate prospective damages	$
General Damages	$		
Total Damages incurred to date	$ 330.00		
		Total amount claimed as of date of presentation of this claim	$ 330.00

Was damage and/or injury investigated by police? no If so, what city? _____ File #: _____

Were paramedics or ambulance called? no If so, name city or ambulance _____

If injured, state date, time, _____

name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

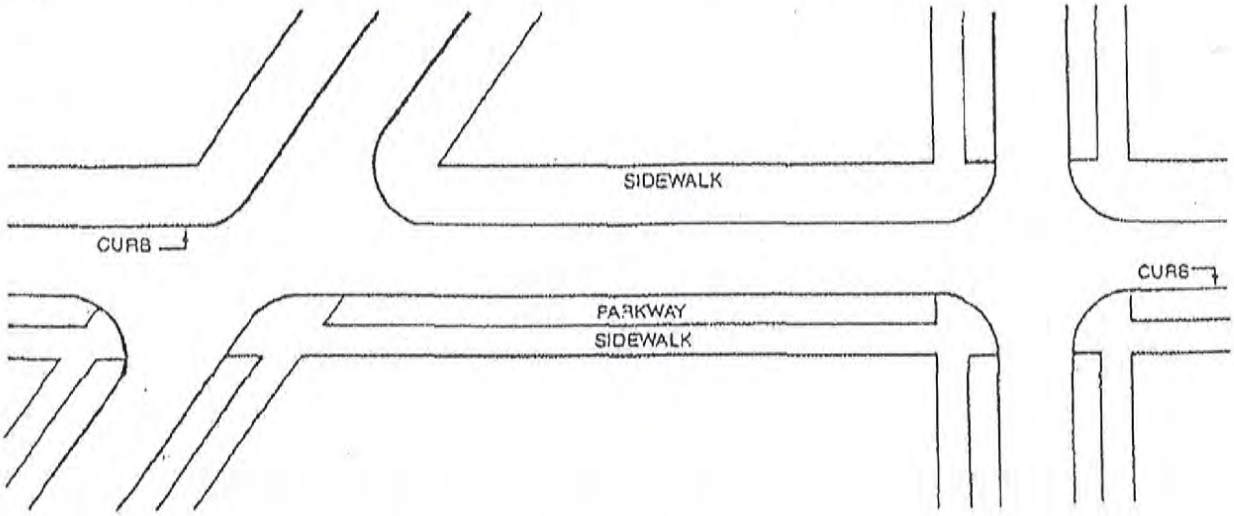
DOCTORS and HOSPITALS:

Hospital _____ Address _____ Date of Hospitalization _____

Doctor _____ Address _____ Date of Treatment _____

Doctor _____ Address _____ Date of Treatment _____

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant: | Typed/Printed Name | Date

Edward Machorro on Behalf of Mercury Insurance Company | Edward Machorro on Behalf of Mercury Insurance | 03/10/2022

THIS CLAIM MUST BE SIGNED ON PAGE 2

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

5/19/2022

TO: City of Lawndale

ATTENTION: Raylette Felton

RE:		
	Claim	: Mercury / R. Juniel V. City of Lawndale
	Claimant	: Mercury / R. Juniel
	Mercury File	: CAPA-01798920
	Member	: City of Lawndale
	Date Rec'd by Mbr	: 03-28-2022
	Date of Event	: 02-01-2022
	CW File Number	: 3031488 JBG

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION**: ***Send a standard rejection letter to the claimant***

Please include a proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

Janice Baluyut

Janice Baluyut
Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company
Direct: 657.622.4326
Email: JBaluyut@CarlWarren.com

RESOLUTION NO. CC-2206-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $230,277.21

THE CITY COUNCIL OF THE CITY OF LAWNDALE, 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 202675 through 202779 for the aggregate total of $230,277.21 are hereby authorized.

Effective Date: June 6th, 2022

Certified by:

Hrant Manuelian, Director of Finance

Approved by:

Sean M. Moore, City Manager

PASSED, APPROVED AND ADOPTED this 6th day of June, 2022.

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-2206-023 at a regular meeting of said Council held on the 6th day of June, 2022, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Check Number Beginning	Ending	Aggregate Total
5/12/2022	202675	202709	47,158.49
5/19/2022	202710	202729	92,291.94
5/26/2022	202730	202779	90,826.78
	Total Checks		**230,277.21**

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			**230,277.21**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 05/11/2022
Time: 2:36 pm
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
202675	05/12/2022	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	COFFEE/TEA FOR PWD	113.44
202676	05/12/2022	Printed		7660	ARAMSCO INC	JANITORIAL SUPPLIES	2,136.39
202677	05/12/2022	Printed		0115	AT & T	LONG DISTANCE SERVICES	16.10
202678	05/12/2022	Printed		6093	BILLY MITCHELL PTA	DONATION FROM COUNCIL MEMBER	100.00
202679	05/12/2022	Printed		0163	CAPITAL OF SOUTH BAY INC.	2 LAMP BALLAST FOR CITY HALL	46.31
202680	05/12/2022	Printed		0169	CENTINELA YOUTH SERVICES	2021/22 PROPORTIONAL FUNDING	6,500.00
202681	05/12/2022	Printed		7564	COLANTUONO, HIGHSMITH, &	SCE COALITION SHARE OF COSTS -	377.74
202682	05/12/2022	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINTENANCE -	5,586.76
202683	05/12/2022	Printed		7859	RUBEN DIAZ	PLAN CHECK REFUND	741.31
202684	05/12/2022	Printed		0236	EMPLOYMENT DEVELOPMENT DEPT	SUI REIMB PE 03/31/2022	1,188.00
202685	05/12/2022	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	810.06
202686	05/12/2022	Printed		0761	LAWNDALE COUNCIL PTA	DONATION FROM COUNCIL MEMBER	100.00
202687	05/12/2022	Printed		1536	LEUZINGER HIGH SCHOOL	DONATION FROM MAYOR	250.00
202688	05/12/2022	Printed		7733	MARIA'S GARDEN CENTER &	PLANTS & MATERIALS	2,238.09
202689	05/12/2022	Printed		6428	MINUTEMAN PRESS OF GARDENA	BUSINESS CARDS	138.96
202690	05/12/2022	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR FOR VEH# 515	150.00
202691	05/12/2022	Printed		6461	PAPE MATERIAL HANDLING,INC	BACKHOE SERVICE - PWD	877.72
202692	05/12/2022	Printed		0411	ROBERT PULLEN-MILES	MILEAGE ADVANCE FOR MAYOR RPM	157.95
202693	05/12/2022	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE USAGE -	1,000.00
202694	05/12/2022	Printed		6499	RJS CONSTRUCTION SUPPLIES	HEAVY DUTY TARP	90.74
202695	05/12/2022	Printed		5637	JESUS SANCHEZ	SECURITY DEPOSIT REFUND	1,050.00
202696	05/12/2022	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	10,990.53
202697	05/12/2022	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	829.51
202698	05/12/2022	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	218.45
202699	05/12/2022	Printed		0456	THE PIN CENTER	(400) CITY LOGO LAPEL PINS	460.00
202700	05/12/2022	Printed		0462	TODD PIPE & SUPPLY LLC ANAHEIM	RESTROOM TOILET PARTS	84.95
202701	05/12/2022	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	50.68
202702	05/12/2022	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	743.57
202703	05/12/2022	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	5,408.60
202704	05/12/2022	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	1,171.04
202705	05/12/2022	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	134.19
202706	05/12/2022	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,854.47
202707	05/12/2022	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	54.55
202708	05/12/2022	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	795.46
202709	05/12/2022	Printed		7682	VORTEX INDUSTRIES INC	REPAIR AUTOMATIC DOOR AT CITY	692.92
			Total Checks: 35			**Checks Total (excluding void checks):**	47,158.49
			Total Payments: 35			**Bank Total (excluding void checks):**	47,158.49
			Total Payments: 35			**Grand Total (excluding void checks):**	47,158.49

Check Register Report

Date: 05/19/2022
Time: 10:02 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							
202710	05/19/2022	Printed		2207	ASAP SIGN & BANNER, LLC	FLAG FOR CITY HALL	297.68
202711	05/19/2022	Printed		7223	CHRISTINA CARROLL	PRSSC MEETING STIPEND	50.00
202712	05/19/2022	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	3,585.00
202713	05/19/2022	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	14,029.87
202714	05/19/2022	Printed		7891	MORGAN AND JERRY KISSELBURG	SECURITY DEPOSIT REFUND	9,360.00
202715	05/19/2022	Printed		7892	ROBERT LANDERS	PLANNING DEPOSIT REFUND	1,365.55
202716	05/19/2022	Printed		7733	MARIA'S GARDEN CENTER &	PLANTS & MATERIALS	2,100.27
202717	05/19/2022	Printed		7308	JESSICA MARTINEZ	PRSSC MEETING STIPEND	50.00
202718	05/19/2022	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	159.99
202719	05/19/2022	Printed		1140	PACIFIC TIRE SERVICE	NEW TIRE FOR VEH# 491	175.00
202720	05/19/2022	Printed		7893	SOUTH BAY AGENTS INC.	SECURITY DEPOSIT REFUND	2,310.00
202721	05/19/2022	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPE MAINTENANCE SVCS.	19,475.00
202722	05/19/2022	Printed		4533	SOUTH BAY LANDSCAPING INC	ANNUAL TREE TRIMMING SERVICES	11,325.00
202723	05/19/2022	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	724.83
202724	05/19/2022	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE-	433.38
202725	05/19/2022	Printed		1739	STREET DECOR, INC.	STREET POLE BANNERS	8,491.19
202726	05/19/2022	Printed		5641	SUPERIOR SOUTH BAY PRINTING	INVITATIONS & ENVELOPES FOR	74.97
202727	05/19/2022	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
202728	05/19/2022	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONES SERVICE &	18,209.19
202729	05/19/2022	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
			Total Checks: 20			**Checks Total (excluding void checks):**	**92,291.94**
			Total Payments: 20			**Bank Total (excluding void checks):**	**92,291.94**
			Total Payments: 20			**Grand Total (excluding void checks):**	**92,291.94**

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							
202730	05/26/2022	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES - APR. 2022	5,089.70
202731	05/26/2022	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	7,753.90
202732	05/26/2022	Printed		7901	ANSON ANDERSON	PLANNING DEPOSIT REFUND	332.24
202733	05/26/2022	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	COFFEE/TEA - MAY 2022	165.46
202734	05/26/2022	Printed		1056	AT&T GLOBAL SERVICES, INC.	TELEPHONE SYSTEM MAINTENANCE	1,206.00
202735	05/26/2022	Printed		2829	BEKIM BERISHA	MSFT 365 TEAMS - TELEPHONE	32.00
202736	05/26/2022	Printed		7899	C&C JANITORIAL SERVICES	PLANNING DEPOSIT REFUND	151.85
202737	05/26/2022	Printed		0615	CLEANSTREET, LLC	STREET SWEEPING CITYWIDE	13,578.55
202738	05/26/2022	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	MAY 2022-INS PRE-TAX/POST TAX	2,338.16
202739	05/26/2022	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE THRU	2,683.32
202740	05/26/2022	Printed		0216	DELTA DENTAL	MAY 2022 DENTAL PREMIUM	1,679.12
202741	05/26/2022	Printed		0389	DELTA DENTAL INS	MAY 2022 DENTAL PREMIUM	236.41
202742	05/26/2022	Printed		0220	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT.	1,080.67
202743	05/26/2022	Printed		7903	E.B. FOODS	PLANNING DEPOSIT REFUND	296.13
202744	05/26/2022	Printed		7767	ERICK ESCAMILLA	PLANNING COMMISSION STIPEND	50.00
202745	05/26/2022	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	244.11
202746	05/26/2022	Printed		0242	FEDEX	OVERNIGHT SHIPPING CHARGE	52.78
202747	05/26/2022	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	83.54
202748	05/26/2022	Printed		7905	MATHEW GARLAND	PLANNING DEPOSIT REFUND	635.68
202749	05/26/2022	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	685.80
202750	05/26/2022	Printed		7897	HANSEN & HOKAMA STRUCTURAL ENG	PLANNING DEPOSIT REFUND	855.94
202751	05/26/2022	Printed		6051	INFANTE BROS LAWNMOWER SHOP	BUFFALO TRAILER - MAINTENANCE	226.48
202752	05/26/2022	Printed		7895	INTERCESSORS ON ASSIGNMENT,INC	SECURITY DEPOSIT REFUND	500.00
202753	05/26/2022	Printed		7898	FRANCO JASSO	PLANNING DEPOSIT REFUND	319.87
202754	05/26/2022	Printed		7841	JCC'S BEAUTIFYING EVENTS, LLC	BALLOONS FOR EASTER EVENT AT	925.00
202755	05/26/2022	Printed		7562	KOFF & ASSOCIATES INC	RECRUITMENT - DIRECTOR OF	140.38
202756	05/26/2022	Printed		2773	L. A. CNTY DEPT PUBLIC WORKS	TRAFFIC SIGNAL ACCIDENT REPAIR	4,463.71
202757	05/26/2022	Printed		2773	L. A. CNTY DEPT PUBLIC WORKS	GRADING PLAN CHECK FEE	13,671.00
202758	05/26/2022	Printed		7258	RAUL LAMAS	PLANNING DEPOSIT REFUND	334.55
202759	05/26/2022	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE ASSIST PROGRAM	83.60
202760	05/26/2022	Printed		0338	MANERI SIGN COMPANY	OVERPAYMENT IN 2018	62.47
202761	05/26/2022	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
202762	05/26/2022	Printed		7896	LAURIE MORVAN	2022 BLUE FESTIVAL - DEPOSIT	500.00
202763	05/26/2022	Printed		4566	MYERS & SONS HI WAY SAFETY INC	25 CHANNELFLEX UR	818.88
202764	05/26/2022	Printed		7904	HUU PHAM	PLANNING DEPOSIT REFUND	413.57
202765	05/26/2022	Printed		7668	HAMID POURNAMDARI	PLANNING DEPOSIT REFUND	449.35
202766	05/26/2022	Printed		5216	POWERSTRIDE BATTERY	BATTERY REPLACEMENT FOR	134.24
202767	05/26/2022	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
202768	05/26/2022	Printed		6499	RJS CONSTRUCTION SUPPLIES	4 BROOMS	166.42
202769	05/26/2022	Printed		7575	ROGERS, ANDERSON, MALODY &	AUDIT SERVICES FY 2020-2021	6,600.00
202770	05/26/2022	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	50.00
202771	05/26/2022	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
202772	05/26/2022	Printed		4533	SOUTH BAY LANDSCAPING INC	ANNUAL TREE TRIMMING SERVICES	11,300.00

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							
202773	05/26/2022	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	59.47
202774	05/26/2022	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	6,265.00
202775	05/26/2022	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM	1,413.50
202776	05/26/2022	Printed		7902	HO MIN UM	PLANNING DEPOSIT REFUND	47.59
202777	05/26/2022	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM MAY 2022	757.84
202778	05/26/2022	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	609.98
202779	05/26/2022	Printed		7900	ADRIENE WARD	PLANNING DEPOSIT REFUND	1,132.52
			Total Checks: 50			**Checks Total (excluding void checks):**	**90,826.78**
			Total Payments: 50			**Bank Total (excluding void checks):**	**90,826.78**
			Total Payments: 50			**Grand Total (excluding void checks):**	**90,826.78**

MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
May 16, 2022

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:31 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present:	Mayor Robert Pullen-Miles, Mayor Pro Tem Rhonda Hofmann Gorman, Councilmember Bernadette Suarez, Councilmember Pat Kearney, Councilmember Sirley Cuevas
Other Participants:	City Clerk Erica Harbison, City Manager Sean M. Moore, Deputy City Attorney Stephanie Gutierrez, Assistant to the City Manager/Human Resources Director Raylette Felton, Los Angeles County Sheriff's Department Captain Duane Allen, Assistant Fire Chief Brian Bennett, Finance Director Hrant Manuelian, Community Services Director Mike Estes, Municipal Services Director Michael Reyes, Acting Director of Community Development Jared Chavez, Public Works Director Julian Lee

B. CEREMONIALS

Councilmember Sirley Cuevas led the flag salute and Jimmy Orellana, Calvary Chapel South Bay, provided the inspiration.

C. PUBLIC SAFETY REPORT

Los Angeles County Sheriff's Department Captain Duane Allen summarized the recent law enforcement activities.

Mayor Pro Tem Rhonda Hofmann Gorman expressed pleasure for the list of vehicles being stolen for the residents' knowledge.

Los Angeles County Fire Department Assistant Fire Chief Brian Bennett summarized the recent local fire emergency activities and noted the department will provide a monthly report moving forward.

D. ITEMS FROM CITY CLERK

City Clerk Erica Harbison provided voting information for the June 7, 2022 Primary Election and encouraged everyone to vote.

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

Arnie Carrillo, Branch Manager of RJ's Construction Supply, provided an update on the business' code violation corrections and noted corrections will be completed by June.

Stavro Antoun, Resident, spoke about his front yard landscaping, the Lawndale Municipal Code and recommended a change to the ordinance to all for drought tolerant material.

Jay Gould, Resident, spoke of a meeting with Metro that City Council attended and commended the councilmembers and staff for their support and expressed his concerns with Metro C Line (Green) Extension project.

F. COMMENTS FROM COUNCIL

The City Council responded generally to the public comments.

City Manager Sean M. Moore clarified the City's ordinance allows artificial turf and drought tolerant landscaping and the City is required to adopt water efficient ordinance requirements. City Manager Sean M. Moore noted a list of compliant landscaping plants are available on the City's website.

Councilmember Bernadette Suarez commented she was informed by Metro staff of the new completion date of year 2033 for the Metro C Line (Green) Extension project and added the City continues to monitor the project.

G. 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. Consideration of Claim Against the City
Recommendation: that the City Council reject the claims filed by Maddison McKinnie-Bennett and instruct staff to process the appropriate correspondence to the claimants.

3. Annual Review and Update to the Citywide Records Retention Schedules for Fiscal Year 2021-22
Recommendation: that the City Council adopt Resolution No. CC-2205-022, Updating City Council Policy No. 77-04 Exhibit "A" Records and Retention Schedule for Fiscal Year 2021-22.

4. Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary
Recommendation: that the City Council receive and file the report.

5. Accounts Payable Register
Recommendation: that the City Council adopt Resolution No. CC-2205-021, authorizing the payment of certain claims and demands in the amount of $1,841,547.28

6. Minutes of the Lawndale City Council Regular Meeting – May 2, 2022
Recommendation: that the City Council approve.

A motion by Councilmember Pat Kearney to approve the consent calendar was seconded by Councilmember Bernadette Suarez and carried by a vote of 5-0.

DRAFT

H. PUBLIC HEARING

7. Case No. 22-09 Consideration of an Urgency Ordinance Establishing Rules and Regulations for Car Wash Facilities within the City of Lawndale

Recommendation: that the City Council (a) conduct a Public Hearing; (b) determine that Ordinance No. 1190-22 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) of the CEQA Guidelines, as the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment, and also exempt under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is not possibility that the adoption of this ordinance may have significant effect on the environment and (c) adopt by four-fifths (4/5) vote of the City Council, Interim Urgency Ordinance No. 1190-22, extending 45-day Interim Urgency Ordinance No. 1189-22 by 10 months 15 days.

Acting Director of Community Development Jared Chavez provided the staff report for the Case No. 22-09 Consideration of an Urgency Ordinance Establishing Rules and Regulations for Car Wash Facilities within the City of Lawndale.

The public hearing was opened and closed immediately at 7:01 p.m., there being no one wishing to testify.

A motion by Councilmember Bernadette Suarez to determine that Ordinance No. 1190-22 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) of the CEQA Guidelines, as the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment, and also exempt under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is not possibility that the adoption of this ordinance may have significant effect on the environment and (c) adopt by four-fifths (4/5) vote of the City Council, Interim Urgency Ordinance No. 1190-22, extending 45-day Interim Urgency Ordinance No. 1189-22 by 10 months 15 days. Mayor Pro Tem Rhonda Hofmann Gorman second the motion which carried by a vote of 5-0.

I. ADMINISTRATION

8. Mid-Year Budget Update Report

Recommendation: that the City Council approve all recommended budget amendments noted in the Mid-Year Update for Fiscal Year 2021-2022, as outlined in Attachment A.

Finance Director Hrant Manuelian provided the Mid-Year Budget Update Report.

Councilmember Bernadette Suarez commented it is good to see a healthy budget but cautions regarding inflation and need to be mindful of future when looking at upcoming budget for next year.

Mayor Robert Pullen-Miles commented in concurrence with Councilmember Bernadette Suarez and the City will continue to take a conservative approach towards spending.

DRAFT

City Manager Sean M. Moore commented the City will continue to monitor the City's finances and staff will bring forward the final 2022 budget before July 1st deadline.

Deputy City Attorney Stephanie Gutierrez recommended City Council allow for public comment regarding the Mid-Year Budget Update Report item and approve recommended budget amendments.

Mayor Robert Pullen-Miles allowed for comments from the public on this item.

Public Comment

Stavro Antoun, Resident, inquired on the City's overall cost of risk (taking liabilities and expenses and divided into overall budget).

Finance Director Hrant Manuelian responded he will look into it.

Mayor Robert Pullen-Miles and City Manager Sean M. Moore noted the California State Auditor's and the City's independent auditor rated the City high in meeting its financial obligations and financial reporting.

A motion by Councilmember Pat Kearney to approve all recommended budget amendments noted in the Mid-Year Update for Fiscal Year 2021-2022, as outlined in Attachment A. Councilmember Bernadette Suarez second the motion which carried by a vote of 5-0.

J. CITY MANAGER REPORT

City Manager Sean M. Moore provided a summary regarding the meeting with Metro and Lawndale residents and noted Metro provided no new information.

City Manager Sean M. Moore noted staff will schedule meetings with the FY 22-23 Budget Subcommittee members to begin budget discussions in preparation for new fiscal year.

Councilmember Bernadette Suarez requested staff review the City investments and look at taking a conservative approach.

City Manager Sean M. Moore responded staff will review the investments.

City Manager Sean M. Moore commented the City is waiting for direction from the Golden State Water regarding water conservation mandates and should have direction by June 1st.

City Manager Sean M. Moore noted cameras were placed by a public works contracted consultant, without the City's approval, to measure pedestrian and vehicle traffic and were removed immediately due to complaints and the public not receiving notice.

City Manager Sean M. Moore introduced the Deputy City Attorney Stephanie Gutierrez.

Deputy City Attorney Stephanie Gutierrez introduced herself.

DRAFT

K. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Bernadette Suarez requested staff review a policy for public event sponsorships to relieve costs on the General Fund.

Councilmember Pat Kearney attended the Sherriff's Liability Trust Fund and Oversight Committee meeting, California Contract Cities Association Annual Municipal Seminar conference in Indian Wells.

Councilmember Bernadette Suarez attended the California Contract Cities Association Annual Municipal Seminar conference, completed Sexual Harassment training, and attended the South Bay Cities Council of Governments Board of Director annual conference.

Councilmember Sirley Cuevas requested staff return with the cost of risk at a subsequent City Council meeting, requested the City be proactive with a water conservation mandate due the drought, and electric charging units for electric cars. Councilmember Sirley Cuevas attended the League of California Cities Speakers Series with Secretary of State Shirley N. Weber, Ph.D., Centinela Valley Union High School District 3rd Annual Safety Summit, and California Contract Cities Association Annual Municipal Seminar conference.

Mayor Pro Tem Rhonda Hofmann Gorman attended meeting with Metro and California Contract Cities Association Annual Municipal Seminar conference. Mayor Pro Tem Rhonda Hofmann Gorman provided reminders for the May 30th Annual Memorial Day event, Annual Health, Safety and Pet Fair, and the City of Lawndale General Plan and Hawthorne Blvd. Specific Plan Update 5th Virtual Workshop on June 22nd.

Mayor Robert Pullen-Miles attended the California Contract Cities Association Annual Municipal Seminar conference and reminded everyone to attend the Memorial Day Event.

L. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 7:33 p.m.

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

Approved: / /

DRAFT

Back to Agenda

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Julian Lee, Director of Public Works/City Engineer
Hrant Manuelian, Director of Finance
Grace Huizar, Public Works Administrative Analyst

SUBJECT: **Approve the Landscape Maintenance and Tree Trimming Services Agreement with Mariposa Landscapes, Inc.**

BACKGROUND

The City of Lawndale, Public Works Department oversees landscape maintenance at parks, landscaped areas and associated facilities, including weed abatement, irrigation inspections, and litter removal. In addition, the department oversees the tree trimming services for trees in the streets, parkways, parks, city facilities and selected areas throughout the railroad right-of-way.

South Bay Landscaping has been the landscape maintenance and tree trimming contractor since 2014 and 2016 respectively. The two current agreements with South Bay Landscaping, Inc. expire on June 30, 2022. To create an economies of scale, the City decided to consolidate the landscape maintenance contract with the tree trimming services contract for next three (3) fiscal years.

STAFF REVIEW

On April 20, 2022, the Public Works Department solicited landscape maintenance and tree trimming proposals. The City is consolidating the services provided into a single contract. A Request for Proposals (RFP) was issued and a notice inviting proposals was emailed to 16 qualified regional landscaping contractors and posted on the City's website. The RFP included a scope of work covering landscape maintenance of parks, landscape areas and associated facilities, as well as tree trimming services for trees in the streets, parkways, parks, city facilities and selected areas throughout the railroad right-of-way.

The landscaping maintenance services includes a new section of requirements per Senate Bill 1383 (SB 1383) as stated in Exhibit B of the agreement. SB 1383 requires a complex array of mandatory requirements including the requirement for landscaping companies to act as a Direct Service Provider of Compost and Mulch for the City. Mariposa will be required to maintain records for any compost or mulch procured on behalf of the City of Lawndale and report accordingly to the California Department of Resource Recycling and Recovery (CalRecycle).

The three (3) proposals received for Landscape Maintenance and Tree Trimming Services on May 17, 2022 and the bid results are summarized as follows:

	Mariposa Landscapes, Inc.	Stay Green, Inc.	South Bay Landscaping
Landscape Maintenance Services			
FY 2022-23 Annual Cost	$402,984.00	$433,860.00	$382,921.68
FY 2023-24 Annual Cost	$417,088.44	$433,860.00	$421,213.85
FY 2024-25 Annual Cost	$431,686.54	$455,553.00	$463,335.23
Total Landscape Maintenance Services	**$1,251,758.98**	**$1,323,273.00**	**$1,267,470.76**
Tree Trimming Services			
FY 2022-23 Annual Cost	$483,513.00	$589,478.00*	$744,920.00
FY 2023-24 Annual Cost	$489,790.00	$611,322.00*	$810,667.00
FY 2024-25 Annual Cost	$523,318.00	$618,277.00	$906,981.20*
Total Tree Trimming Services	**$1,496,621.00**	**$1,819,077.00**	**$2,462,568.20**
TOTAL CONTRACT AMOUNT	**$2,748,379.98**	**$3,142,350.00**	**$3,730,038.96**

*Reflects revised calculations due to mathematical errors.

Staff reviewed the proposals and found that Mariposa Landscapes Inc. (Mariposa), submitted the most optimal plan with the lowest responsible fee schedule. The proposed fee reflects all required labor, services, equipment and materials to successfully perform the services being requested.

Mariposa is a professional landscaping company with over 40 years of experience providing similar services to other cities such as City of Santa Monica, City of Monrovia, City of Rancho Cucamonga and City of Newport Beach. Staff called and verified references listed in their proposal. Mariposa is a full-service landscape company with over 600 employees including certified Irrigators, Certified Landscape Techs, Certified Arborists and Pest Control Advisors to provide necessary expertise.

The award of contract is based on the following criteria:

- Qualifications of the proposer
- Statement of Experience
- Proposed Fee
- Completeness of proposal
- Understanding of general Public Works procedures and requirements per the Public Contract Code
- Experience in landscape and tree trimming services for similar sized projects; and
- Experience and qualifications of the proposer and its work force members.

Mariposa submitted the most competitive cost for landscape maintenance and tree trimming services without compromising the scope of work. The company received exceptional references, has skilled employees, and provides good customer service and reliable equipment. Mariposa understands the importance of safety and maintaining appearance, good customer service to the community they service, and requires all managers and supervisors to undergo regular trainings for up-to-date knowledge on best practices in the landscaping industry. Therefore, it has been determined that Mariposa Landscapes Inc. is the lowest responsive and responsible proposer.

LEGAL REVIEW

The City Attorney has reviewed and approved the agreement as to form.

FISCAL IMPACT

The annual contract rates are as listed below:

- Fiscal Year 2022-23 $886,497.00
- Fiscal Year 2023-24 $906,878.44
- Fiscal Year 2024-25 $955,004.54

Funding for this contract will be included in the annual budgets for Fiscal Year 2022-23, Fiscal Year 2023-24, and Fiscal Year 2024-25.

RECOMMENDATION

Staff recommends that the City Council approve the proposed agreement for landscape maintenance and tree trimming services between the City and Mariposa Landscapes, Inc. for an amount not-to-exceed $2,748,379.98 over a three year term with the option to extend for two additional one-year terms.

ATTACHMENT

1. Landscape Maintenance and Tree Trimming Services Agreement

ATTACHMENT 1
Landscape Maintenance and Tree Trimming Services Agreement

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

LANDSCAPE MAINTENANCE AND TREE TRIMMING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 6th day of June, 2022, by and between the City of Lawndale, a municipal corporation ("City"), and Mariposa Landscapes, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. 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 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 therefor.

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 two million seven hundred forty-eight thousand three hundred seventy-nine dollars and 98 cents ($2,748,379.98) ("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. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

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.

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 begin on July 1, 2022 and continue in full force and effect until completion of the services no later than June 30, 2025.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Miguel Medina, Contract Administrator 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 or its 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 represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are 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. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

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 $5,000,000.00 per occurrence for all covered losses and no less than $5,000,000.00 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 $1,000,000.00 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 $1,000,000 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 professional liability insurance in an amount not less than $1,000,000 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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 be not 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. If the Contractor's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

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 Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", 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, 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 Design Professional Liability. Other than in the performance of design 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, 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 and subcontractors 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. 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. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

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 non-defaulting 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 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such

electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

COPY
Cynthia has originals

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

CITY:
CITY OF LAWNDALE,
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:
Mariposa Landscapes, Inc.
a California corporation

By: _____
Name: Terry L. Noriega
Title: President

By: _____
Name: Theresa Lu
Title: Chief Financial Officer

Address: 6232 Santos Diaz Street
Irwindale, CA 91702
Tel: (800) 794-9458

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On May 25, 2022 before me, Jennifer Ting, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega & Theresa Lu,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

JENNIFER TING
Notary Public - California
Los Angeles County
Commission # 2389124
My Comm. Expires Jan 2, 2026

EXHIBIT "A"

SCOPE OF SERVICES

LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES

LANDSCAPE MAINTENANCE SERVICES

The following sets forth the requirements for this landscape maintenance services Agreement.

Contractor agrees to perform all services listed herein to provide complete and proper maintenance for the premises listed below. Contractor shall also provide all necessary equipment to perform all services and all other necessary safety equipment to comply with OSHA and all other applicable requirements for these services. All equipment must be used in a safe manner. Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance required for maintenance of parks, landscaped areas, and associated facilities which shall include but is not limited to:

PARK SITES

- Jane Addams Park - 15114 Firmona Avenue
- Rogers /Anderson Park - 4161 W. Manhattan Beach Boulevard
- William Green Park - 4558 W. 168th Street
- Frank Hogan Park - 4045 W. 167th Street
- Charles B. Hopper Park - 4418 W. 162nd Street
- Larry R. Rudolph Park - 14725 Larch Avenue

MEDIANS & PARKWAYS
(LANDSCAPE & HARDSCAPE MAINTENANCE WITH TRASH & LITTER CONTROL)

- Hawthorne Boulevard – From Rosecrans Avenue to Redondo Beach Boulevard
- Manhattan Beach Boulevard – From Inglewood Avenue to Prairie Avenue
- 147th Street and Burin Avenue (at Community Center) – Both side of 147th Street at the Community Center, from Burin Avenue to Hawthorne Boulevard and Burin Avenue from 147th Avenue to the end of the City Hall parking lot, both sides of the street
- Inglewood Avenue – From Marine Avenue to Rosecrans Avenue

EXTERIOR GROUNDS & LANDSCAPE MAINTENANCE FOR FOLLOWING FACILITIES:

- City Hall
- Community Center – including second level terrace
- Municipal Services Department Facility
- Public Works Department Facility
- Sheriff's Station, Lawndale Service Center
- Railroad Right-of-way

MAINTENANCE OF PARKS, LANDSCAPE AREAS AND ASSOCIATED FACILITIES
Contractor shall provide at his own cost and risk all labor, equipment, materials, supplies, tools, and transportation including but not limited to: hauling, dumping, fertilizers, insecticides, herbicides, chemicals, mulch, seed, chalk, brick dust, wood chips, decomposed granite, light bulbs, irrigation controller batteries and all other labor, equipment, materials, supplies, tools and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these contract documents.

Contractor shall perform all work necessary to complete the contract in a manner acceptable to the City. The areas to be maintained shall include but are not limited to:

- Turf Management (routine mowing, trimming, fertilizing, and watering)
- Hardscape Management (routine sweeping, litter and trash removal, and pressure washing)
- Shrub/Pruning & Groundcover areas (routine weeding, cultivation, fertilization and pruning)
- Irrigation - Operation and Maintenance (includes parts and labor for daily irrigation wear and tear, excludes: construction-related facility irrigation damage or facility failure)
- Ball-diamond Maintenance (off season maintaining, pre-season rehabilitation, sports period maintenance)
- Recreational Building/Restrooms (routine trash removal and cleaning)
- Weed Abatement and Trash Receptacles;
- and all other area(s) listed in Appendix 1 -"Facilities Descriptions".

The above requirement that Contractor shall furnish all labor, materials, tools, equipment, and incidentals and perform all of the services involved in executing this Agreement includes all aspects of irrigation. All facility areas shall be irrigated as required to maintain adequate growth and appearance of all areas subject to this Agreement. Irrigation shall be accomplished in accordance with local water authority guidelines. Irrigation maintenance shall include but not be limited to: operation of the system, adjustments, repairs, modifications, improvements, all components (from connection at meters, including but not limited to: controllers, remote control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture-sensing devices, and all related equipment), and other irrigation maintenance work as required.

Work shall be performed in accordance with professional standards accepted in the industry in a workmanlike manner and in accordance with the standards, requirements and criteria set forth in the Special Requirements (Exhibit "B") and Technical Provisions (Exhibit "E").

WORK BY CITY FORCES
Notwithstanding any provisions contained elsewhere in this Agreement, the City reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this contract, with its own labor and equipment and/or through a third party.

1. **MATERIALS, EQUIPMENT, AND SUPPLIES TO BE PROVIDED BY CONTRACTOR**

Contractor, at its own cost and expense, shall furnish all necessary manpower, equipment, supplies, materials of good quality and in the amounts necessary to fulfill this contract, and to accomplish an acceptable and professional level of maintenance. The City shall have the right to specify the type, quality, and manufacturer of supplies and materials used in maintenance of the parks and median facilities. These supplies and materials shall include, but are not limited to:

(A) All necessary top dressing, mulch, seed, water absorbers, fertilizers, brick dust, wood chips, decomposed granite, chemicals, amendments, tree stakes, restroom stock, fasteners, rodent control devices, et cetera.

Materials necessary for the repair of irrigation systems shall be billed separately by Contractor to City. Prices for such materials shall not exceed cost plus ten percent (Contractor's Costs +10%) of Contractor's acquisition costs for same. Contractor shall submit an invoice each month itemizing all completed repairs. Irrigation repair billing shall be in addition to the monthly maintenance contract billing.

2. **LANDSCAPE IMPROVEMENTS**

The construction of sidewalks, turf areas, play equipment, and irrigation system installations, when necessary, may be requested to be undertaken by Contractor and shall be on a negotiated price basis provided, however, the City shall have the option to seek bids for such work and may award this work to others.

3. **CONTRACTOR STAGING AREA**

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The City will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Public Works Yard or on other City-owned property.

4. **CONTRACTOR VEHICLES AT CITY PARKS**

Contractor is permitted to drive vehicles within City Parks as needed while performing services, except at Hopper Park. At Hopper Park, Contractor must park all vehicles in designated parking areas only.

The following are the service levels required for each of maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) or Monday through Sunday (7 days per week).

1) Turf Management	Service Level
(a) Mowing	Once a week any day of the week or M-F
(b) Turf edging & trimming	Once a week any day of the week or M-F
(c) Recreation Turf	Daily (M-F)
(d) Renovation	As directed by City
(e) Turf irrigation	Managed by automation as needed
(f) Litter & leaf pick-up	As needed
(g) Turf fertilization	Three times annually - chemically balanced
(h) Aeration	Twice annually

2) Hardscape Management	Service Level
(a) Parking Lots	Inspected daily (M-F), including curbs
(b) Picnic Shelters	Includes garbage cans emptied (daily 7 days per week), table tops steam cleaned/pressure washed, once weekly (M-F)
(c) Walkways & patios	Cleared daily (M-F)
(d) Play areas, sand areas	Inspections and rake thoroughly (daily 7 days per week), and "screen clear" filter the sand and wood chips (once weekly M-F)

3) Trees, Shrubs & Ground Cover Areas	Service Level
(a) Shrub Maintenance	Weekly
(b) Ground Cover (weeding)	Weekly
(c) Cultivation	Monthly
(d) Pruning	Weekly

4) Watering / Irrigation	Service Level
(a) Irrigation equipment	Inspect once a week (M-F)
(b) Head adjustment	Maintain properly
(c) Broken heads	Repair as needed
(d) Flow restrictions	As indicated
(e) Control valves	Adjust as needed
(f) Controller Progress	Adjust as needed

5) Park and Other Equipment	Service Level
(a) Play equipment	Inspect daily (7 days per week)
(b) Picnic tables & benches	Inspect daily (7 days per week)
(c) Trash Containers	Emptied, cleaned or replaced as needed
(d) Lighting	Inspect weekly
(e) Drinking fountains	Inspect/maintain five (5) days a week (M-F)
(f) Opening Parks (3) –	Open all park gates daily (7 days per week)

Hogan, Hopper and Rudolph Parks	Parks remain closed when raining or do not open when rain is substantial the previous night. Recreation staff will secure all park gates upon closing.
6) Mc Kenzie Community Garden	
(a) Trim back any vegetation extending beyond plot borders to the outer edge of said plot border.	
(b) Clear decomposed granite pathways of any weeds for aesthetic purposes and any debris in pathways, such as rocks, stones or other obstructions.	
7) Ball Fields	
(a) Skin infield, base mounts, pitchers plate mount, and batters boxes.	Machine dressed & watered daily (7 days per week). Base mounts, pitchers plate mount and batters boxed leveled, watered and tamped.
(b) Inspections	Daily (M-F), includes filling in holes and top-dressing
(c) Fencing	Inspect weekly to insure fabric is secured
(d) Bleachers & player benches	Inspect daily (M-F) & maintain for safety
8) Medians	Service Level
(a) General Maintenance	All maintenance requirements & functions specified (above) for turf, shrubs, trees, ground cover & irrigation as applies to median maintenance
(b) Litter pick-up	Inspected twice daily (7 days per week). Scheduled regularly to occur at the beginning of each day the first time
9) Parks Buildings Management	Service Level
(a) Buildings (interior and exterior)	Interior: Inspected daily (7 days per week). Floors mopped & waxed monthly. Report graffiti daily as needed. Garbage cans emptied daily (7 days per week). Exterior: Pickup all trash and paper scraps surrounding park building, clean windows and doors (spray and wipe) once per week, or more frequently as needed.

(b) Bathrooms and exterior drinking fountains	Inspected daily (7 days per week). Report graffiti daily as observed. Clean fixtures and stock with paper products as needed daily (7 days per week). Clean (spray and wipe) exterior drinking fountains at all parks daily (M-F).

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Sunday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the City. The City reserves the right to adjust hours.

Mowing of parks shall be completed and equipment removed before the first morning recess period (generally by 9:00 am) on school days and/or prior to the first scheduled weekend sports or recreation event.

Coordination of Activities

Contractor shall coordinate work with the City to prevent conflict with City recreation programs, activities and events occurring at City facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Public Works Director or his designee to provide detailed work level and effort, as well as maintenance performance. Contractor shall provide the City with a weekly long sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.

Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Director of Public Works no later than the Wednesday prior to the start of the scheduled weekly maintenance.

TREE TRIMMING SERVICES

Contractor shall furnish all materials, equipment, tools, labor, and incidentals as required by the Specifications noted below and Contract Documents to provide the required services. The general items of work include tree pruning for public safety and such other items that are required by the Specifications noted below.

LOCATION OF SERVICES

The work will take place citywide for three fiscal year (FY): FY 2022/23, FY 2023/24 and FY 2024/25. (Work does not include utility line clearance.) The three fiscal year work load are to be performed as described in the Schedule of Performance.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2021 Greenbook Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California.

Work shall also conform to American National Standards Institute (ANSI) Z.133.1, Standards for Tree Care Operations, ANSI A300 Pruning Standards, OSHA regulations, and International Society of Arboriculture (ISA) Standards.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

All work to be done under this contract shall be divided and completed in three fiscal years (FY): FY2022/23, FY2023/24 and FY2024/25. FY2022/23 work shall be completed within ninety (90) calendar days between September 1, 2022 and November 30, 2022. FY2023/24 work shall be completed within ninety (90) calendar days between September 1, 2023 and November 30, 2023. FY2024/25 work shall be completed within ninety (90) calendar days between September 1, 2024 and November 30, 2024

FY2022/23 work will include pruning:

- the street and parkway trees located in the westerly half of the City;
- all trees on the major boulevards, except Palm trees;
- palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard;
- all park and city facility trees
- selected trees throughout the Railroad right-of-way (refer to Appendix).

FY2023/24 work will include pruning:

- the street and parkway trees located in the easterly half of the City;
- all trees on the major boulevards, except Palm trees;
- all park and city facility trees; and
- selected trees throughout the Railroad right-of-way (refer to Appendix).

FY2024/25 work will include pruning:

- the street and parkway trees located in the westerly half of the City;
- all trees on the major boulevards, except Palm trees;
- palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard;
- all park and city facility trees
- selected trees throughout the Railroad right-of-way (refer to Appendix).

EXHIBIT "B"

SPECIAL REQUIREMENTS

LANDSCAPE MAINTENANCE

(A) All work shall be performed in accordance with the Service Level Standards in the Technical Provisions (Exhibit "E") at established frequencies so as to maintain the aesthetic appearance, safety, and usefulness and play ability/usability of parks, landscape areas, and maintenance of associated facilities to standards acceptable to the City. Frequencies are indicated for some of the tasks described in the Schedule of Performance (Exhibit "D"). Some higher use areas may require greater frequencies than those indicated in the Service Level Standards in order to provide the minimum required standard service level.

(B) The City shall make routine inspections of all facility areas included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference. The Landscape Maintenance Services Checklist, Appendix "3" of this Agreement, shall be used to evaluate the Contractor's performance.

The Contractor shall compensate the City for all time required for any re-inspection and related supervision as a result of noted deficiencies providing that compensation shall be charged at a rate including actual time, fringe benefits, and mileage costs incurred by the City.

(C) Notices and penalties for non-performance are set forth as follows:

1) Deficiency Notice: The Contractor is required to correct deficiencies within five (5) working days after notification by City.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected, without right to retroactive payments. Such costs shall be determined by the City based on a percentage of the item cost per month for the area in question, using the cost for the area as provided by the Contractor on the proposal form.

3) City's Right to Correct Deficiency: Five (5) working days after issuing a Deficiency Notice to Contractor, City shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the City. City shall, at its option without further notice to Contractor, correct the noted deficiency and deduct costs incurred by City from Contractor's next contract payment. The cost of re-inspection shall also be deducted from Contractor's next payment in accordance to Section 1 (B) listed above.

4. Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from Authorized Representatives; failure to adequately remove trash/debris/weeds in a timely manner, apply chemicals, prune, etc. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the City's Representative.

- Failure to comply with minimum City-defined manpower requirements. Deduction of $100 per employee per workday.

- Failure to provide adequate equipment in compliance with City specifications and/or as requested by the City's Representative. May result in a deduction of up to $250 per instance per workday.

- Failure to protect public health and/or correct safety concerns. These include, but are not limited to, policing City property for hazards, responding to emergencies, providing adequate traffic control measures (per M.U.T.C.D. Guidelines). May result in a deduction of up to $250 per occurrence.

- Failure to comply with water restrictions imposed by the Water Authority. May result in a deduction of up to $250 per occurrence. Additionally, Contractor shall be responsible for any imposed penalties.

- Major irrigation deficiencies shall be repaired within 12 hours and are subject to a deduction up to $250 per occurrence.

The Contractor's representative shall contact the City on a weekly basis for notification of any special maintenance item(s) requiring correction.

2. CONTRACTOR'S EMPLOYEES

(A) Uniforms and Clothing

1) The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt. All shirts worn by Contractor's employees shall be of the same color, material and style.

2) The Contractor's employees shall, when working on medians or in other vehicle traffic areas, be required to wear orange safety vests over their uniforms.

3) The Contractor's employees shall wear hard-soled shoes at all times while on duty. Soft soled shoes such as such athletic shoes and similar footwear shall not be permitted.

(B) Work Force; Background Checks

The Contractor must employ sufficient personnel to perform all work as described in Technical Provisions (Exhibit "E"). The parks at Jane Addams, Rogers/Anderson, and William Green schools, which will be part of the work provided pursuant to this contract with the City, are owned by the Lawndale Elementary School District and are school playground facilities during normal school hours. Accordingly, Contractor hereby warrants that she/he and all employees or agents of Contractor who may provide services pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from contact with children. In addition, Contractor agrees to provide City with Live Scan fingerprints and the related criminal background check for each employee or agent of Contractor who may provide services pursuant to this Agreement.

The determination of adequacy in the number of Contractor's personnel will be made by the Director of Public Works or his/her representative and will be based upon performance or nonperformance in each case. Upon written notification from the City the Contractor shall assign additional personnel within two work days. Continued nonperformance may result in removing that item or facility area from the terms of this Agreement. Serious nonperformance will be considered contractor default.

1) Parks - The Contractor shall provide maintenance for Parks Areas in conformance with Technical Provisions (Exhibit "E"). Said maintenance shall begin at 7:00 a.m. and shall be provided seven (7) days a week. Park buildings and restrooms shall be maintained daily seven (7) days per week as described in Technical Provisions (Exhibit "E"), Part 8.

2) Median Landscape Maintenance Areas - The Contractor shall provide maintenance for the median landscape areas in conformance with Technical Provisions (Exhibit "E"). Normal maintenance shall begin 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday. Parkway trash collection or sweeping may begin as early as 6:00 a.m. to coordinate with street sweeping and median sweeping to be provided by others. Hawthorne Boulevard Median and Inglewood Avenue Median maintenance shall begin 9:00 a.m. and shall be provided five (5) days a week, Monday through Friday, for litter and debris removal in conformance with (Exhibit "E") and once weekly for mowing and trimming in conformance with Technical Provisions (Exhibit "E"). For Hawthorne Boulevard and Inglewood Avenue maintenance, the crews will ensure that they provide access to motorists who wish to park and will not block ingress and egress.

3) Landscape Maintenance Areas - The Contractor shall provide maintenance in conformance with the Technical Provisions (Exhibit "E"). Maintenance for City Hall, Community Center, Municipal Services Department Facility, Public Works Department Facility, Sheriff's Station, Lawndale Service Center, and the Railroad right-of-way shall begin at 7:00 a.m. and shall be provided five (5) days a week, Monday through Friday, with the exception of the Community Center maintenance which shall begin at 7:00 a.m. and shall be provided every day (7) days a week.

(C) Contractor's Representative

The Contractor shall have present at all times when performing maintenance activities, an on-site representative who speaks fluent English, whose duty shall be to supervise and coordinate maintenance operations as they occur. This on-site representative shall carry, during work hours, a cell phone for communication. The City shall be advised in writing of the number for this phone.

(D) Reporting

Contractor or his representative shall meet with the Contract Officer or his representative on a regular bi-weekly basis and at such other times as may be required by the City to review the performance of the contract and to discuss any problems or matters as determined by the City. The Contractor shall submit a weekly performance report to the City.

(E) Emergency Services

Contractor shall provide the City with the names and telephone numbers of at least two (2) contacts who can be called by City representatives when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of Contractor's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the City.

3. EXTRA WORK

In the event of facility damage or facility failure where landscape repair, sprinkler repair, or other facility repair or reconstruction may be required, the City may invite or solicit as extra work, major repair or minor construction activities from Contractor.

Extra work is defined as work requested by the City in addition to the services required of Contractor under this Agreement, such as: replacement of plant materials due to failures beyond the Contractor's control and/or repairs or replacements due to vandalism or Acts of God. Should the incident require an expeditious response, the City shall have the option to pay for all such additional work with either a negotiated fee or a time and materials basis fee.

Contractor shall obtain written approval from the Contract Officer prior to proceeding with any extra work except for emergency repairs. Contractor shall submit a written proposal to the City when extra work is required or requested by the City. The City reserves the right to have any extra work completed by other contractors or City forces.

Contractor shall be responsible for the cost of any extra work as a result of the Contractor's negligence as determined by the Contract Officer in his sole discretion.

4. DAMAGES

Upon authorization by the Contract Officer, the Contractor will be reimbursed for the repair or replacement of any City-owned property, whether real or personal, which is damaged or destroyed through vandalism or fire or which disappears by an unknown cause.

Where public safety is affected Contractor shall make immediate equipment repairs or removals and shall report such repairs or removals within one (1) hour to the Contract Officer.

Any work performed by the Contractor, as described in this Section 4, shall be considered as extra work and shall be paid for as "Extra Work" under these specifications.

5. FACILITY OUT OF USE

In the event any park area or City facility is not usable for any reason, including acts of nature or vandalism, the Contract Officer may declare, for the purpose of maintenance, that an emergency condition exists and that the facility is out of use. In such event, contract services may be temporarily suspended on a twenty-four (24) hour notice.

Contractor shall not be compensated for any park area or City facility that is out of use during that period of time that Contractor does not provide any maintenance services. If a portion of any park area or city facility is partially declared out of use, City and Contractor shall negotiate in good faith the cost of providing a modified or reduced maintenance service.

6. CHEMICAL CONTROL

Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the State Department of Health Services, the Department of Industrial Relations and all other agencies which govern the use and application of chemicals required in the performance of the work to be provided pursuant to this Agreement. The term "chemicals" shall include but not be limited to: fertilizers, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellants. Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property whether or not they are in, or near, the project. Particular care shall be exercised on joint school/park sites and shall consider and accommodate normal school hours/operations and school site safety.

The Contractor shall submit a list of all chemical fertilizers, herbicides or pesticides proposed for use under this contract for approval by the Director of Public Works. Contractor shall submit a schedule to the Contract Officer outlining date, location and chemical type/analysis to be performed at least fifteen (15) days prior to the week of work. Said schedule must be approved by the Contract Officer before the work is undertaken.

A pollution prevention plan shall be developed within the first sixty (60) days of execution of this Agreement to maintain compliance with industry best management practices for pollution prevention.

7. WATER CONSERVATION

Contractor shall be responsible for establishing watering time lengths for manual and automatic irrigation systems. Watering time lengths shall be adjusted based upon weather, usage, plant material type, soil condition, and shade and output volume of water by the irrigation head type. Contractor shall keep watering equipment (pipe, valves, irrigation heads, and irrigation controllers) in good working order. The City shall be promptly notified of any water leaks. No watering shall occur when it is raining nor shall watering conflict with daytime school operations or with pre-scheduled sports activities.

Contractor shall minimize the use of water during maintenance operations. The Contractor shall comply with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP) as established and adopted by the City. In keeping with the municipal NPDES requirements, washing down equipment is discouraged. The Contractor shall not permit any trash, debris, vegetative trimmings, fugitive soils or organic materials to be discharged through sweeping, blowing or other means to any street, gutter, drainage structure, storm drain or waterway, flowing or not. In no case shall the Contractor use water to rinse or flush chemicals of any kind from equipment or a facility area into either a storm drainage or sanitary sewage system.

8. SOUND CONTROL REQUIREMENTS

Contractor shall comply with all County and City sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to this Agreement, and shall make every effort to control any undue noise resulting from its operations.

No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m. and after 7:00 p.m. or such other time as directed by the Public Works Director. Please note that the use of gas powered air blowers is prohibited by ordinance within the City.

Each internal combustion engine used for any purpose while performing the landscape maintenance services or related to landscape maintenance services shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler. Said noise level requirement shall be applied to all equipment used or related to providing landscape maintenance services, including, but not limited to, tracks, transit mixer, or transit equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

9. AIR POLLUTION

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Agreement and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. Material to be disposed of shall not be burned.

10. TRAFFIC AND DETOURS

(A) General

Contractor shall provide all labor, materials and equipment to install barriers, guards, lights, signs, temporary bridges, flag persons; advising the public of detours and construction/maintenance hazards and, on completion of the work, promptly remove all signs and warning devices. Contractor shall be responsible for compliance with additional public safety requirements, which arise during landscape installations at the park and medians. Contractor shall notify Contract Officer seventy-two (72) hours in advance for approval prior to closing or partial closing of any street or public thoroughfare.

(B) Responsibility

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard and the necessary warning and protective measures shall be immediately furnished and installed at the Contractor's expense.

(C) Hauling

Spillage onto public or private property resulting from hauling operations shall be immediately removed at Contractor's expense.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

11. REMOVAL AND DIVERSION OF DEBRIS

Contractor shall promptly remove all debris accumulated as a result of maintenance operations and shall not allow any debris to remain on the public street or other public property after 4:00 p.m. on the day on which debris is generated.

Debris is defined as leaves, branches, paper and all foreign matter, etc. Grass clippings are not to be removed from the landscape. Removal, diversion, and disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's proposal price.

Contractor shall divert grass/turf clippings from landfilling by using mulching mowers specifically designed to mulch grass/turf clippings and redeposit the mulched material back on the landscape. Contractor shall mulch all grass/turf clippings and report the acreage mowed and the frequency at which it is mowed to the City in accordance with Section 6.0, Records and Reports, of the Agreement. Remaining green waste (organic material) such as leaves, twigs, etc. shall be separated from foreign matter (inorganic material) such as paper, glass, plastic, etc. Said green waste shall be separated from foreign matter and diverted from landfilling.

All green waste produced as a result of Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed. Weight slips shall be delivered to the Director of Public Works as proof of final disposal.

12. AUTHORITY OF THE DIRECTOR OF PUBLIC WORKS

The Director of Public Works or his/her authorized representative shall be the determining authority with respect to all issues regarding the quality or acceptability of work performed and as to the manner of performance and rate or progress of the work. Whenever Contractor's designated supervisor is not present for any part of the work where it may be desired that he give direction, orders within the scope of these specifications may be given by the Director of Public Works or his/her authorized representative, and Contractor shall instruct its staff to follow these orders as though they had been issued by Contractor.

13. SUSPENSION OF CONTRACT

If, at any time, in the opinion of the City, Contractor has failed to supply an adequate workforce, or equipment of proper quality, or has failed in any other respect to execute the work with the diligence and force specified and intended in and by the terms of this Agreement, notice thereof, in writing, shall be served upon Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with this Agreement, as directed by the Director of Public Works or his/her authorized representative, within the time specified in such notice, the City Council may suspend this Agreement. Upon receiving notice of such suspension, the Contractor's control shall terminate, and thereupon the City may hire such force and buy or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the conduct of the work and for the completion thereof; or may employ the necessary workmen, substitute other parties to perform the work required under this Agreement; employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for in such a manner, as the City Council may deem proper or the City Council may annul and cancel the Agreement and related work. Any excess cost arising there from over and above the contract price shall be charged against the Contractor and his sureties from liability for failure to fulfill this Agreement.

The Contractor and his sureties shall be credited with the amount of money so forfeited toward all excess cost over the operations of this Agreement and the completion of the work by the City as above provided.

14. LAWS TO BE OBSERVED

Contractor shall keep itself and its employees and agents fully informed of, and ensure that all work and services are provided in compliance with, all Federal and State laws, and all municipal ordinances and regulations of the City which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdictions or authority over the same.

Contractor shall comply with all applicable provisions of Section 8.20.75, Gasoline-powered weed and debris blowers; and Section 13.12.060 Illicit discharges, Subsection H, of the Lawndale Municipal Code.

15. INCLEMENT WEATHER

Contractor shall not work or perform any operations during inclement weather which may destroy or damage ground cover or turf areas. Contractor shall contact the Contract Officer for the determination of non-operation conditions.

16. WAGES

Contractor shall ensure that all maintenance and other services provided pursuant to this Agreement are provided in accordance with all applicable laws and regulations relating to the payment of prevailing wages and in accordance with State of California Department of Industrial Relations General Prevailing Wage Determination for Landscape Maintenance [Craft: Landscape Irrigation, Maintenance, and Operations (10C, 18A, 18C)] for Los Angeles County. Refer to www.dir.ca.gov/dlsr/pwd for detailed information. A copy of the current, General Prevailing Wage Determination for Landscape Maintenance is available at the Lawndale Public Works office. Contractor further understands and agrees as follows:

A. That the statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. (Labor Code §1813.)

B. That Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection. (Labor Code §1776.)

C. Contractor will comply with the statutory requirements relating to the employment of apprentices. (Labor Code §1777.5.)

D. Eight hours' labor constitutes a legal day's work as described in Labor Code §1810.

E. Contractor must secure the payment of workers' compensation to its employees as provided in Labor Code §§1860 and 3700. In addition, the Contractor must sign and file a statutorily prescribed statement acknowledging its obligation to secure the payment of workers' compensation to its employees before beginning work. (Labor Code §1861.)

F. Contractor acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations, determine that Contractor has failed to pay the general prevailing wage rates of per diem wages and/or overtime and holiday wages required for any of the work provided hereunder, Contractor shall indemnify, defend, and hold the City harmless from any such determinations, or actions (whether legal, equitable or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of prevailing wage law.

17. SURETIES AND INSURANCE

Contractor shall provide the City with a Faithful Performance Bond and a Labor and Material Bond (Payment Bond) within fifteen (15) days from the date of written notice of the award of this Agreement as described in the Request for Proposal for Landscape Maintenance and Tree Trimming Services.

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected contractor shall deliver, concurrently with execution of the agreement and delivery of said payment bond and performance bond, to the City the following documents:

(a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or

(b) A certificate from the Clerk of the County of Los Angeles that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require the City to refrain from entering the Agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, City shall contact the bond company to verify the bond's validity.

18. SENATE BILL 1383 (SB 1383) REQUIREMENTS

Company to Act as Direct-Service Provider of Compost and Mulch to the City of Lawndale
Company shall provide the City with the compost and mulch to be used in its operations provided within the City for the purpose of facilitating the City's compliance with SB 1383 recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.). Company shall procure this material on behalf of the City of Lawndale.

Recordkeeping and Reporting Requirements: Company shall maintain the following records sufficient to demonstrate that any compost or mulch procured on the City of Lawndale's behalf under this Agreement is not applied towards the SB 1383 recovered organic waste product procurement target of any other jurisdiction.

Company shall keep and maintain a complete copy of all records regarding its provision of services to City. Records shall be maintained on a calendar year basis, i.e. for each calendar year in which Company procures compost and mulch for City under this Agreement.

1) Reporting:

a) The name, physical location, and contact information of each entity, operation, or facility from whom the compost and mulch was procured, and a general description of how the product was used, and if applicable, where the product was applied.

b) All invoices or similar records evidencing all procurement.

Records regarding Company's compost and mulch procurement services in a particular calendar year shall be maintained for six calendar years after the end of that Service year. These records shall be made available for inspection by the City or the California Department of Resource Recycling and Recovery at any time during usual business hours.

Requirements for Compost and Mulch. The following requirements must be met to ensure that compost and mulch procured under this Agreement meets the requirements specified in 14 CCR 18993.1.

Compost - As required in 14 CCR 18993.1(f)(1), compost procured on behalf of the City of Lawndale shall meet the following criteria:

1) Materials:

a) Acceptable materials are:

i) Compost, including fine, medium, and coarse compost.

ii) The portion of topsoil, biotreatment soil mix, or other blend that is compost.

iii) See attached specification for additional requirements.

b) Unacceptable materials include:

i) Compost that exceeds state maximum limitations for pathogens, metals, and physical contaminants in 14 CCR § 17868.2 – 17868.3.1.

ii) Uncomposted compostable materials, including:

(1) Digestate

(2) Biosolids/sewage sludge

(3) Manure

(4) Tree trimmings and green waste

iii) Biochar

iv) Fertilizers and soil amendments, including:

(1) Synthetic fertilizer

(2) Nitrolized sawdust

(3) Gypsum

(4) Urea

v) Topsoil, fill (except as described in (1)(a)(ii))

2) Sources:

a) Acceptable sources of compost: (per 14 CCR 18993.1(f)(1)):

i) A compostable material handling facility with a Full Solid Waste Facility Permit or Registration Permit, or that is authorized under the Enforcement Agency Notification Tier under 14 CCR § 17854.1

ii) A large volume in-vessel digestion facility that composts on-site.

3) Definitions:

a) "Biochar" means the charcoal product of biomass conversion through pyrolosis (along with ash and syngas).

b) "Biosolids" means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Biosolids includes, but is not limited to, treated domestic septage and scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Biosolids includes the residue solids resulting from the co-digestion of anaerobically digestible material with sewage sludge. Biosolids does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during the preliminary treatment of domestic sewage in a treatment works. 14 CCR 17852(a)(9)

c) "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. 14 CCR 17896.2(a)(4)

d) "Compostable material" means any organic material that when accumulated will become active compost. 14 CCR 17852(a)(11)

e) "Compostable Material Handling Facility permitted or authorized by 14 CCR § 17854.1" means a facility described by the tiered regulatory system adopted by the California Integrated Waste Management Board in 1994.

f) "Digestate" means the solid and/or liquid residual material remaining after organic material has been processed in an in-vessel digester. 14 CCR 17896.2(a)(6)

g) "Large Volume In-vessel Digestion Facility" means a facility that receives an average greater than 100 tons of solid waste per operating day or greater than 700 tons (2,800 cubic yards) per week of solid waste for digestion in an in-vessel digester. 14 CCR 17896.2(a)(15)

h) "Manure" is an agricultural material and means accumulated herbivore or avian excrement. This definition shall include feces and urine, and any bedding material, spilled feed, or soil that is mixed with feces or urine. 14 CCR 17896.2(a)(18)

Mulch - As required in 14 CCR 18993.1(f)(4), mulch procured on behalf of the City of Lawndale shall meet the following criteria:

1) The mulch is produced at one or more of the following:

a) A compostable material handling operation or facility as defined in Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in Section 17852(a)(10), that is permitted or authorized under this division; or

b) A transfer/processing facility or transfer/processing operation as defined in Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under this division; or

c) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.

California Code of Regulations 17852(a)(10)

"Chipping and Grinding Operations and Facilities" means an operation or facility, that does not produce compost that mechanically reduces the size or otherwise engages in the handling, of compostable material and:

(A) The site does the following:

1. The site handles only material, excluding manure, allowed at a green material composting operation or facility as set forth in section 17852(a)(22); and,
2. Each load of green material is removed from the site within 48 hours of receipt. The EA may allow a site to keep green material on-site for up to 7 days if the EA determines that the additional time does not increase the potential for violations of this Chapter.

(B) If the site fails to meet the definition of green material because it exceeds the contamination limits in section 17852(a)(21), the site shall be regulated as set forth in the Transfer/Processing Regulatory requirements (commencing at section 17400).

(C) If the site fails to meet the definition of this section because the green material remains on-site for a longer period of time than is allowed, then the site shall be regulated as a compostable material handling operation or facility, as set forth in this Chapter

California Code of Regulations 17852(a)(12)

"Compostable Materials Handling Operation" or "Facility" means an operation or facility that processes, transfers, or stores compostable material. Handling of compostable materials results in controlled biological decomposition. Handling includes composting, screening, chipping and grinding, and storage activities related to the production of compost, compost feedstocks, and chipped and ground materials. "Compostable Materials Handling Operation or Facility" does not include activities excluded from regulation in section 17855. "Compostable Materials Handling Operation or Facility" also includes:

(A) agricultural material composting operations;

(B) green material composting operations and facilities;

(C) vegetative food material composting facilities;

(D) research composting operations;

(E) chipping and grinding operations and facilities; and,

(F) biosolids composting operations at POTWs (publicly owned treatment works).

California Code of Regulations 17402(a)(30) and (31)

(30) "Transfer/Processing Facility" or "Facility" includes:

(A) those activities governed by the Registration Permit tier or Full Solid Waste Facility Permit requirements (as specified in sections 17403.6 and 17403.7); and,

(B) which:

1. receive, handle, separate, convert or otherwise process materials in solid waste; and/or
2. transfer solid waste directly from one container to another or from one vehicle to another for transport; and/or
3. store solid waste;

(C) The receipt of separated for reuse material pursuant to Public Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, located within a solid waste facility does not constitute solid waste handling, or processing, if there is a defined physical barrier to separate recycling activities defined in Public Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, from the solid waste activities, or where the recycling and solid waste activities are considered by the EA as separate operations.

(D) "Transfer/Processing Facilities" do not include activities specifically defined in section 17402.5(c) of this Article, and operations and facilities that are subject to regulations in Chapter 3.1 (commencing with section 17850).

(31) "Transfer/Processing Operation" or "Operation" includes:

(A) those activities governed by the EA Notification tier requirements; and,

(B) which:

1. receive, handle, separate, convert or otherwise process materials in solid waste; and/or
2. transfer solid waste directly from one container to another or from one vehicle to another for transport; and/or
3. store solid waste;

(C) The receipt of separated for reuse material pursuant to Public Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, located within a solid waste operation does not constitute solid waste handling, or processing, if there is a defined physical barrier to separate recycling activities defined in Public Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, from the solid waste activities, or where the recycling and solid waste activities are considered by the EA as separate operations.

(D) "Transfer/Processing Operations" do not include activities specifically defined in section 17402.5(c) of this Article, and operations and facilities that are subject to regulations in Chapter 3.1 (commencing with section 17850).

Public Resources Code Section 40195.1

(a) "Solid waste landfill" means a disposal facility that accepts solid waste for land disposal, but does not include a facility which receives only wastes generated by the facility owner or operator in the extraction, beneficiation, or processing of ores and minerals, or a cemetery

which disposes onsite only the grass clippings, floral wastes, or soil resulting from activities on the grounds of that cemetery.

(b) For the purposes of Article 3 (commencing with Section 43500) and Article 4 (commencing with Section 43600) of Chapter 2 of Part 4, "solid waste landfill" does not include a facility which receives only nonhazardous wood waste derived from timber production or wood product manufacturing. For the purposes of the fee imposed by Section 48000, facilities which receive only nonhazardous wood waste derived from timber production or wood product manufacturing shall, notwithstanding Section 48000, pay a quarterly fee to the state board on all solid waste disposed at each disposal site, which does not exceed the amount of the fee due and payable to the state board by those facilities during the 1992 calendar year.

TREE TRIMMING

21. GENERAL

A. THE REQUIREMENTS

All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2006 edition, plus any supplements, published, herein referred to "Standard Specifications," except as modified by the General Conditions and these Special Provisions. In addition to the above, the Contractor shall comply with the following requirements:

(1) Request for Proposals
(2) General Requirements
(3) Proposal
(4) Performance Bond
(5) Labor and Materials Bond
(6) Contractor's License Affidavit
(7) Reference List
(8) Equipment List
(9) Agreement

B. DEFINITION OF TERMS

Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

(1) City - The City of Lawndale, California
(2) Council - The Lawndale City Council
(3) Director - The Lawndale Director of Public Works, acting either directly or through authorized agents.
(4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

22. SPECIFICATIONS

RECORD DRAWINGS - The Contractor shall maintain a control set of Contract Documents on the project site at all times. All final locations determined in the field, and any deviations from the Street Tree Inventory, shall be marked in red on this control set to show the current conditions. Upon completion of all work, the Contractor shall return the control set to the Director. Final payment will not be made until this requirement is met.

All corrections on record documents shall be done in red ink. Record drawings shall be a control set of the Street Tree Inventory kept on the site for daily recording of "current" conditions. Record documents shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

23. INSPECTION

The Director, or his authorized agent, shall at all times have access to work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the

progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City designated by the Director. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Director or her authorized agent forty-eight (48) hours in advance when he will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable may be rejected, notwithstanding the fact such defective work and unsuitable materials have been previously overlooked by the Director and accepted or estimated for payment.

A. OBSERVATION OF THE WORK

The authorized representative of the Director will observe all work in progress and will determine satisfactory performance by the Contractor.

1. Sample Pruning. Five (5) sample trees will be selected by the Director for the Contractor to perform pruning in accordance with the Specifications. NO OTHER WORK SHALL PROCEED UNTIL SAMPLE PRUNINGS ARE APPROVED.

2. Scheduling of Work. The Contractor shall schedule all work a minimum of 48 hours in advance. This shall include posting "No-Parking" signs as necessary. The Director's representative and the Contractor will review the work for special or unusual requirements 24 hours in advance of the work performance.

3. Inventory Maintenance. The Contractor shall record in a Master Inventory supplied by the City:
   a. Any change in inventory data, such as species, condition, and location; and
   b. The date of pruning and type of pruning applied.

   This record shall be turned over to the Director's representative at the end of each workweek. No progress payments will be authorized without this submittal.

B. COMPLETION OF WORK

1. Each phase of all work to be done under this contract shall be completed within **ninety (90) calendar days** beginning on the date stipulated in the written "Notice to Proceed" issued by the Director of Public Works.

2. In the event that the Director of Public Works shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

24. NO PERSONAL LIABILITY

No agent of the City of Lawndale shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the City nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

25. UNPAID CLAIMS

If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Section 3084 of the Civil Code of the State of California, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code, in a penal sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

26. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Director are or become insufficient, the Director may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Director within fifteen (15) days after notice, and in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

27. NOISE CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the City Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

28. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses, and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements of the California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

29. CONTROL OF WORKMANSHIP AND MATERIALS

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at own his expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Director. If the Contractor fails to make such repair and replacement promptly, the Director may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his Surety.

If, in the opinion of the Director, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Director's request for correction within a reasonable time as determined by the Director, the City may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

30. LIQUIDATED DAMAGES

Section 6-9 of the Standard Specifications is hereby amended as follows:

"Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the City, or have withheld from moneys due it, the sum of $250.

Execution of the contract under these Specifications shall constitute agreement by the City and the Contractor that $250 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs."

31. CONFERENCES AND MEETINGS

When, and as directed by the Director, the Contractor shall attend all conferences and meetings that the Director deems necessary for the proper progress of work under this contract.

32. WORKING HOUR RESTRICTIONS

Eight hours of labor is a legal day's work. Any worker's time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

33. EXAMINATION AND AUDIT

All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the City and by the State Auditor, at the request of the City or as part of any audit of the City, for a period of three years after final payment under the Agreement.

34. DELAYS AND EXTENSIONS OF TIME

The first sentence of subsection 6-6.4 of the Standards Specifications, titled "Written Notice and Report" is hereby deleted and replaced with the following:

"If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Director in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2, of the Standards Specifications, it shall notify the Director in writing within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay."

35. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

"The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his operations or as required by the Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be

considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified."

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the proposal."

36. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL

In addition to the requirements specified in Subsections 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Director may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his expense.

Should the Director point out the inadequacy of warning and protective measures, such action on the part of the Director shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the Director with local emergency phone numbers where he or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Director.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of $50 per call-out plus $25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. At the City's option, it may also contract with an outside vendor to provide traffic control services. Said costs shall be deducted from the total contract price for the work.

B. UTILITIES

It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his operations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

C. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

"The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements."

D. WATER POLLUTION

The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

E. PROJECT APPEARANCE

The Contractor shall maintain a neat and orderly appearance to the project work product and worksite at all times.

Full compensation for conforming to the provisions in this section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

F. NON-STANDARD WORK HOURS

In the event work is allowed by the Director outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of $40.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Director as a matter of public safety or to otherwise insure the quality of the work.

G. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Director and must be free of objectionable material. The Contractor must submit to the Director for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. The City will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Public Works Yard or on other City-owned property.

H. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workmen on the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall by strictly enforced by the Contractor.

I. RESPONSIBILITY OF THE CITY

The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance except as expressly provided for in these Contract Documents.

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

"Every employer except the state shall secure the payment or compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code Section 1773.3 states:

"An awarding City whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7**.

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE CITY OF LAWNDALE WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Mariposa Landscapes, Inc. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.

- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION – LANDSCAPE MAINTENANCE

COMPANY NAME: Mariposa Landscapes, Inc.

PROPOSALS

CITY OF LAWNDALE
LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES

The undersigned hereby submits this Proposal for Landscape Maintenance & Tree Trimming Services and stipulates thereto as follows:

1. FAMILIARITY WITH AGREEMENT REQUIREMENTS

The undersigned declares that he/she has carefully examined the locations of the proposed services, the SCOPE OF SERVICES, the SCHEDULE OF PERFORMANCE, the GENERAL REQUIREMENTS and Contract Services Agreement of the City of Lawndale and all related documents.

2. BASIC CONTRACT

The undersigned hereby proposes to furnish all labor, equipment, tools and materials to do all work necessary to complete the landscape maintenance services in accordance with the Landscape Maintenance & Tree Trimming Services Agreement as shown in the Contract Services Agreement, at the following prices:

A. PARK AREAS		ITEM COST PER MONTH
1.	JANE ADDAMS PARK (School Playground)	$ 2,351.00
2.	ROGERS/ANDERSON PARK (School Playground)	$ 2,015.00
3.	WILLIAM GREEN PARK (School Playground)	$ 1,679.00
4.	FRANK HOGAN PARK	$ 1,511.00
5.	CHARLES B. HOPPER PARK	$ 1,175.00
6.	LARRY R. RUDOLPH PARK	$ 1,612.00
7.	MCKENZIE COMMUNITY GARDENS	$ 269.00
	TOTAL MONTHLY - PARK AREAS	$ 10,612.00

COMPANY NAME: Mariposa Landscapes, Inc.

B. NON PARK FACILITIES		ITEM COST PER MONTH
1.	CITY HALL	$ 974.00
2.	COMMUNITY CENTER	$ 974.00
3.	MUNICIPAL SERVICES DEPARTMENT FACILITY	$ 1,310.00
4.	PUBLIC WORKS DEPARTMENT FACILITY	$ 806.00
5.	SHERIFF'S STATION, LAWNDALE SERVICE CENTER	$ 806.00
6.	RAILROAD RIGHT-OF-WAY	$ 2,619.00
	TOTAL MONTHLY - NON PARK AREAS	$ 7,489.00

C. BOULEVARD MEDIAN & PARKWAY MAINTENANCE		ITEM COST PER MONTH
1.	HAWTHORNE BOULEVARD	$ 10,185.00
2.	MANHATTAN BEACH BOULEVARD	$ 1,760.00
3.	147th STREET AND BURIN AVENUE (COMMUNITY CENTER)	$ 222.00
4.	INGLEWOOD AVENUE – FROM MARINE AVENUE TO ROSECRANS AVENUE	$ 527.00
	TOTAL MONTHLY - BOULEVARD MEDIAN & PKWY MAINTENANCE	$ 12,694.00

COMPANY NAME: Mariposa Landscapes, Inc.

D. PARK BUILDINGS & RESTROOM FACILITIES		ITEM COST PER MONTH
1.	JANE ADDAMS PARK	$ 336.00
2.	ROGERS/ANDERSON PARK	$ 312.00
3.	WILLIAM GREEN PARK	$ 319.00
4.	CHARLES B. HOPPER PARK	$ 672.00
5.	FRANK HOGAN PARK	$ 443.00
6.	LARRY R. RUDOLPH PARK	$ 705.00
TOTAL MONTHLY - PARK AREA BUILDING & RESTROOM FACILITIES		$ 2,787.00

E. MONTHLY COST (ITEMS A - D ABOVE)		ITEM COST PER MONTH
1.	PARK AREAS – (A)	$ 10,612.00
2.	NON-PARK FACILITIES - (B)	$ 7,489.00
3.	BOULEVARD MEDIAN & PARKWAYS – (C)	$ 12,694.00
4.	PARK AREA BUILDING & RESTROOM FACILITIES – (D)	$ 2,787.00
TOTAL LANDSCAPE MAINTENANCE MONTHLY COST		$ 33,582.00

F.	**TOTAL ANNUAL LANDSCAPE MAINTENANCE COST – FY 2022/23**	$ 402,984.00
G.	**ANNUAL INCREASE OF LANDSCAPE MAINTENANCE COST – FY 2023/24**	3.5 %
H.	**ANNUAL INCREASE OF LANDSCAPE MAINTENANCE COST – FY 2024/25**	3.5 %

COMPANY NAME: Mariposa Landscapes, Inc.

I.	FY2022/23 TREE TRIMMING SCOPE OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Prune all street and parkway trees within City limits west of Hawthorne Boulevard	3,000	EA	$ 63.00	$ 189,000.00
2	Aesthetic tree trimming of street, parkway, and median trees on Hawthorne Boulevard and on all other major arterials/boulevards	1,600	EA	$ 125.00	$ 200,000.00
3	Prune Palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard	65	EA	$ 175.00	$ 11,375.00
4	Prune Park and City facility trees	120	EA	$ 125.00	$ 15,000.00
5	Prune Railroad right-of-way trees	526	EA	$ 63.00	$ 33,138.00
6	Tree removal, including stump	40	EA	$ 875.00	$ 35,000.00
TOTAL ANNUAL TREE TRIMMING COST - FY 2022/23					$ 483,513.00

J.	FY2023/24 TREE TRIMMING SCOPE OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Prune all street and parkway trees within City limits east of Hawthorne Boulevard	3,000	EA	$ 65.00	$ 195,000.00
2	Prune street, parkway, and median trees on Hawthorne Blvd & on all other major arterials/boulevards.	1,600	EA	$ 130.00	$ 208,000.00
3	Prune Park and City facility trees	120	EA	$ 130.00	$ 15,600.00
4	Prune Railroad right-of-way trees	526	EA	$ 65.00	$ 34,190.00
5	Tree removal, including stump	40	EA	$ 925.00	$ 37,000.00
TOTAL ANNUAL TREE TRIMMING COST - FY 2023/24					$ 489,790.00

COMPANY NAME: Mariposa Landscape, Inc.

K.	FY2024/25 TREE TRIMMING SCOPE OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Prune all street and parkway trees within City limits west of Hawthorne Boulevard	3,000	EA	$ 68.00	$ 204,000.00
2	Aesthetic tree trimming of street, parkway, and median trees on Hawthorne Boulevard and on all other major arterials/boulevards	1,600	EA	$ 135.00	$ 216,000.00
3	Prune Palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard	65	EA	$ 190.00	$ 12,350.00
4	Prune Park and City facility trees	120	EA	$ 135.00	$ 16,200.00
5	Prune Railroad right-of-way trees	526	EA	$ 68.00	$ 35,768.00
6	Tree removal, including stump	40	EA	$ 975.00	$ 39,000.00
TOTAL ANNUAL TREE TRIMMING COST - FY 2024/25					$ 523,318.00

L.	ANNUAL COST FOR LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES – FY 2022/23 (ITEMS F & I)	$ 886,497.00
M.	ANNUAL COST FOR LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES – FY 2023/24 (ITEMS F*(1+G) & I)	$ 906,878.44
N.	ANNUAL COST FOR LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES – FY 2024/25 (ITEMS F*(1+H) & I)	$ 955,004.54
T.	TOTAL LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES CONTRACT AMOUNT (ITEMS L - N)	$ 2,748,379.98

TOTAL LANDSCAPE MAINTENANCE & TREE TRIMMING SERVICES CONTRACT AMOUNT IN WORDS:

Two Million Seven Hundred Forty Eight Thousand Three Hundred Seventy Nine and Zero **DOLLARS.**

COMPANY NAME: Mariposa Landscapes, Inc.

3. EXTRA WORK/ ADDITIONAL SERVICES

All extra work or additional services will be based on the unit prices of the submitted Proposals. If the extra work or additional services is not defined in the submitted Proposals, the following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor 20%
2) Materials.....15%
3) Equipment Rental.....15%
4) Other Items and Expenditures.....15%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

In addition, a markup of 10 percent of the subcontracted portion of the extra work may be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the Contractor on Extra Work done by the Subcontractor.

4. PROPOSER'S CERTIFICATION

The undersigned is prepared to satisfy the City Council of the City of Lawndale of its ability, financially or otherwise, to perform the contract for landscape maintenance services for the City of Lawndale in accordance with the Contract Documents.

Name of Company Mariposa Landscapes, Inc.

Address
6232 Santos Diaz St., Irwindale, CA 91702

Business Telephone Number (626) 960-0196

Company organized under the laws of the state of California

By: _____ **dated:** 05/12/2022
President or Owner Terry Noriega, President

By: _____ **dated:** 05/12/2022
Theresa Lu, Chief Financial Officer

EXHIBIT "D"

SCHEDULE OF PERFORMANCE – LANDSCAPING MAINTENANCE

The initial term of this Agreement shall be for three years, commencing on July 1, 2022 and expiring on June 30, 2025. There shall be two (2) additional one-year extension options at the sole discretion of the City, such that the Agreement may ultimately be extended through June 30, 2027. To exercise its extension option, the City may give Contractor written notice of its election to exercise the option at least 90 days prior to Agreement expiration. Upon the provision of such notice by the City, and agreement by both parties on work item rates, the Agreement shall automatically be extended for a period of 12 months.

Level of Service

The following are the service levels required for each of maintenance tasks to be provided by Contractor. All service levels apply to the associated facilities and parks, landscape areas included in Appendix 1, "Facilities Descriptions".

Daily service levels are designated as Monday through Friday (M-F) or Monday through Sunday (7 days per week).

1) Turf Management	Service Level
(a) Mowing	Once a week any day of the week or M-F
(b) Turf edging & trimming	Once a week any day of the week or M-F
(c) Recreation Turf	Daily (M-F)
(d) Renovation	As directed by City
(e) Turf irrigation	Managed by automation as needed
(f) Litter & leaf pick-up	As needed
(g) Turf fertilization	Three times annually - chemically balanced
(h) Aeration	Twice annually

2) Hardscape Management	Service Level
(a) Parking Lots	Inspected daily (M-F), including curbs
(b) Picnic Shelters	Includes garbage cans emptied (daily 7 days per week) , table tops steam cleaned/pressure washed, once weekly (M-F)
(c) Walkways & patios	Cleared daily (M-F)
(d) Play areas, sand areas	Inspections and rake thoroughly (daily 7 days per week), and "screen clear" filter the sand and wood chips (once weekly M-F)

3) Trees, Shrubs & Ground Cover Areas	Service Level

(a) Shrub Maintenance	Weekly
(b) Ground Cover (weeding)	Weekly
(c) Cultivation	Monthly
(d) Pruning	Weekly

4) Watering / Irrigation	Service Level
(a) Irrigation equipment	Inspect once a week (M-F)
(b) Head adjustment	Maintain properly
(c) Broken heads	Repair as needed
(d) Flow restrictions	As indicated
(e) Control valves	Adjust as needed
(f) Controller Progress	Adjust as needed

5) Park and Other Equipment	Service Level
(a) Play equipment	Inspect daily (7 days per week)
(b) Picnic tables & benches	Inspect daily (7 days per week)
(c) Trash Containers	Emptied, cleaned or replaced as needed
(d) Lighting	Inspect weekly
(e) Drinking fountains	Inspect/maintain five (5) days a week (M-F)
(f) Opening Parks (3) – Hogan, Hopper and Rudolph Parks	Clean (spray and wipe) daily Open all park gates daily (7 days per week) Parks remain closed when raining or do not open when rain is substantial the previous night. Recreation staff will secure all park gates upon closing.

6) McKenzie Community Garden

(a) Trim back any vegetation extending beyond plot borders to the outer edge of said plot border.

(b) Clear decomposed granite pathways of any weeds for aesthetic purposes and any debris in pathways, such as rocks stones or other obstructions.

7) Ball Fields	Service Level
(a) Skin infield, base mounts, pitchers plate mount and batters boxes.	Machine dressed & watered daily (7 days per week). Base mounts, pitchers plate mount and batters boxed leveled, watered and tamped.
(b) Inspections	Daily (M-F), includes filling in holes and top-dressing
(c) Fencing	Inspect weekly to insure fabric is secured
(d) Bleachers & player benches	Inspect daily (M-F) & maintain for safety

8) Medians	Service Level
(a) General Maintenance	All maintenance requirements & functions specified (above) for turf, shrubs, trees, ground cover & irrigation as applies to median maintenance
(b) Litter pick-up	Inspected twice daily (7 days per week). Scheduled regularly to occur at the beginning of each day the first time

9) Parks Buildings Management	Service Level
(a) Buildings (interior and exterior)	Interior: Inspected daily (7 days per week). Floors mopped & waxed monthly. Report graffiti daily as needed. Garbage cans emptied daily (7 days per week). Exterior: pickup all trash and paper scraps surrounding park buildings, clean windows and doors (spray and wipe) once per week, or more frequently as needed.
(b) Bathrooms and exterior drinking fountains and bottle fillers.	Inspected daily (7 days per week). Report graffiti daily as observed. Clean fixtures and stock with paper products as needed daily (7 days per week). Clean (spray and wipe) exterior drinking fountains at all parks daily (M-F).

Working Time Limits

All work shall be performed between the hours of 7:00 a.m. and 3:30 p.m., Monday through Sunday, and as otherwise specified in this Agreement. The majority of maintenance tasks shall be completed Monday through Friday. Some maintenance tasks and "as needed" frequency may require Saturday and Sunday work by Contractor as specified by the City. The City reserves the right to adjust hours.

Mowing of parks shall be completed and equipment removed before the first morning recess period (generally by 9:00 am) on school days and/or prior to the first scheduled weekend sports or recreation event.

Coordination of Activities

Contractor shall coordinate work with the City to prevent conflict with City recreation programs, activities and events occurring at City facilities maintained by the Contractor.

Weekly Reporting and Maintenance Schedules

Contractor shall make weekly contact with the Public Works Director or his designee to provide detailed work level and effort, as well as maintenance performance. Contractor shall provide the City with a weekly long sheet showing the names, dates, and hours worked of all employees for the previous week, on the following Monday.
Contractor shall deliver weekly (Monday through Sunday) maintenance schedules identifying specific job tasks and the frequencies of performance each day of the scheduled period to the Director of Public Works no later than the Wednesday prior to the start of the scheduled weekly maintenance.

SCHEDULE OF PERFORMANCE – TREE TRIMMING

All work to be done under this contract shall be divided and completed in three fiscal years (FY): FY2022/23, FY2023/24 and FY2024/25. FY2022/23 work shall be completed within ninety (90) calendar days between September 1, 2022 and November 30, 2022. FY2023/24 work shall be completed within ninety (90) calendar days between September 1, 2023 and November 30, 2023. FY2024/25 work shall be completed within ninety (90) calendar days between September 1, 2024 and November 30, 2024

FY2022/23 work will include pruning:

- the street and parkway trees located in the westerly half of the City;
- all trees on the major boulevards, except Palm trees;
- palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard;
- all park and city facility trees
- selected trees throughout the Railroad right-of-way (refer to Appendix).

FY2023/24 work will include pruning:

- the street and parkway trees located in the easterly half of the City;
- all trees on the major boulevards, except Palm trees;
- all park and city facility trees; and
- selected trees throughout the Railroad right-of-way (refer to Appendix).

FY2024/25 work will include pruning:

- the street and parkway trees located in the westerly half of the City;
- all trees on the major boulevards, except Palm trees;
- palm trees on Hawthorne Boulevard and Manhattan Beach Boulevard;
- all park and city facility trees
- selected trees throughout the Railroad right-of-way (refer to Appendix).

EXHIBIT E

TECHNICAL PROVISIONS – LANDSCAPE MAINTENANCE

The following pages describe the Service Level Standards of the maintenance tasks that Contractor is responsible for. These Service Level Standards shall apply to all facilities and areas included in Appendix 1, "Facilities Descriptions."

1. TURF MANAGEMENT

(a) Mowing - All turf areas shall be mowed once per week. Mowing heights should be set at 1 to 1.5 inches during the winter and should not exceed two (2) inches in the summer.

(b) Turf Edging and Trimming - Turf edging and trimming shall be performed once per week concurrently with mowing. All edged turf areas shall be cleaned (swept) to complete the edging function within the same workday as edging and trimming is performed.

(c) Recreation Turf - These areas shall be inspected daily (7 days per week) for holes, wet spots, uneven surfaces, defective sprinklers and other hazards, and any required corrective action taken immediately.

(d) Renovation - Turf renovation shall be performed on a spot basis as needed to eliminate excessive thatching or to rehabilitate worn areas.

(e) Turf Irrigation - Turf irrigation shall be managed through automated controls and manual operation using sprinkler heads properly spaced and adjusted for uniform application. Application shall be at a rate corresponding to climate, soil type and cultural requirements of the turf species.

(f) Litter and Leaf Pick-up - Litter and leaf pick-up shall be performed as needed to maintain a neat and clear appearance.

(g) Turf Fertilization - All turf areas shall be fertilized three (3) times annually using a balanced chemical fertilizer. Fertilizer spreading shall be accomplished using a rotary and/or drop spreader. Fertilizer specifications shall be formulated on the basis of laboratory soil analysis and shall be approved by the City prior to application. Application of fertilizer with a pre- emergent weed control shall be completed between February 15th and March 30th; with a weed and feed fertilizer mixture, July 15th and August 15th, and October 15th and November 15th annually. Fertilizer shall be applied within one (1) day of aeration.

(h) Aeration - All turf areas shall be aerated twice annually and shall be accomplished using either plugging or slicing equipment. Extreme care shall be used to identify sprinkler heads, valve boxes, and other in-ground equipment prior to aeration (this shall be done using wire/plastic marking flags). All plugs shall be broken to satisfaction of City by dragging and/or by rotary mower immediately after aeration.

2. HARDSCAPE MANAGEMENT

(a) Parking Lots - All parking lots shall be inspected daily (M-F) for litter and trash pick-up, broken glass or other safety hazards. Wheel stops, signs, gates and barricades shall be checked weekly and repaired or serviced as needed. All curb areas shall be swept once a week. All weeds growing in cracks shall be removed weekly.

(b) Picnic Shelters - Picnic shelter surfaces shall be inspected daily (7 days per week) for litter and trash pick-up. Garbage cans shall be emptied daily and as often as may be required. All surfaces including tabletops shall be steam cleaned/pressure washed as needed.

(c) Walkways and Patios - All walkways and patios shall be kept clean of litter, debris and dirt. Areas that are close to building entry areas shall be cleaned as needed to keep the area free from litter and blown-in soil. Graffiti shall be reported to the City immediately. All walkways and patios shall be steam cleaned/pressure washed weekly.

(d) Play Areas - All play areas shall be inspected daily (7 days per week) for litter, broken glass and other hazards and thoroughly cleaned, swept (rubber turf), or raked (sand) as necessary. All areas under swings, slides, and other active play equipment shall have sand raked into low areas daily (7 days per week). Walkways surrounding play areas and rubber turf areas shall be swept daily (7 days per week) to minimize slipping hazards. Sand shall be graded away from walkways to allow a three inch (3") grade change between top of walk and top of sand. Once every month the sand medium shall be deep rototilled and filtered through a screen to remove foreign objects.

Contractor shall provide additional materials to maintain safe levels of sand and woodchips as needed.

3. TREES, SHRUBS AND GROUND COVER AREAS

(a) Shrub Maintenance - All shrubbery plantings shall be pruned in a natural method. No shearing shall be done unless shrubbery planted is intended to be formal. Pruning shall be completed at times that culturally allow natural flowering. Shrub planting areas shall be kept free at all times of litter and weeds. Shrub planters shall be mulched and cultivated to promote healthy plants and minimize water needs. Application of pesticides shall be completed only on non-windy days and prior to 9:00 a.m. All shrub areas shall be fertilized four (4) times annually to promote maximum foliage and flowers.

(b) Ground Cover - All ground cover areas shall be kept at all times free of weeds and litter. Weed control shall be accomplished through a balanced program of pre-emergent and post-emergent chemical application and mechanical or hand removal. Ground cover areas shall be pruned to maintain a minimum four inches (4") of clearance behind edges of curbs, sidewalks, and turf areas. Ground cover areas shall be fertilized four (4) times annually to promote tight growth, flowers, foliage and healthy plants. The application of pesticides shall occur as needed on non-windy days and prior to 9:00 a.m.

(c) Cultivation - Shrub planters and ground cover areas shall be cultivated to a depth of 2-3 inches at least once every other week to encourage plant growth, to promote water conservation and to reduce the quantity of weed growth.

(d) Tree Pruning – All street and parkway trees are pruned under a separate contact. Emergency work and/or safety clearance pruning maybe authorized by the Director of Public Works or his designee. All work shall conform to Pruning Standards of Western Chapter ISA and these specifications. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Contractor. Pruned trees rejected by the City's representative shall be excluded from payment, or redone at no cost, to the satisfaction of the City's representative.

4. WATERING/IRRIGATION

(a) Irrigation Equipment – All irrigation equipment (including but not limited to pipes, heads, valves and controllers) shall be inspected for proper operation and adjustment once each week.

(b) Head Adjustment – All sprinkler head adjustment shall be adjusted to eliminate spray onto hard surfaces immediately.

(c) Broken Heads – All broken sprinkler heads and risers shall be repaired immediately.

(d) Flow Restrictions – The sprinklers heads located on the low end of a line shall have flow restrictors placed under them to eliminate line drain-down.

(e) Control Valves – Control valves shall be adjusted as needed to allow proper closing and to eliminate leakage.

(f) Controller Progress – All irrigation controller programs shall be adjusted as frequently as necessary to maintain proper precipitation rates. When raining, controller programs shall be placed in the "rain mode" or turned off.

5. PARK AND OTHER EQUIPMENT

(a) Play Equipment - All play equipment shall be inspected daily (M-F) for unsafe/hazardous conditions. All chains, bolts, "S" hooks, steps, rails and other elements of the equipment shall be maintained by Contractor to the manufacturer's specifications. Wooden structures shall be kept free of splinters and cracked pieces. Damaged and/or missing elements shall be repaired/replaced immediately by Contractor. All play equipment shall be inspected daily (M-F) by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to City by Contractor.

(b) Picnic Tables and Benches - All picnic tables and benches shall be inspected daily (M-F) for unsafe/hazardous conditions. Boards, bolts, brackets and related elements of picnic tables and benches shall be kept free of splinters and cracks, properly tightened, painted or sealed and clean.

Painted picnic tables and benches shall be inspected daily by Contractor with any corrective measures noted. Said written weekly inspection shall be provided to City by Contractor.

(c) Trash Containers - All trash containers shall be emptied daily (7 days a week) and more frequently as necessary. A minimum 1.7 mill thick disposable liner shall be placed in each trash container at the time each container is emptied. Containers used in picnic areas shall be washed (exterior and interior) weekly. All trash containers shall be pressure washed/steamed cleaned once per month.

(d) Lighting - All park lighting shall be inspected each week. Burned out bulbs shall be replaced immediately by Contractor. Pole and light fixture repair and wiring shall be the responsibility of the City.

(e) Drinking Fountains - All exterior drinking fountains shall be inspected once each week. Inoperable drinking fountains shall be repaired immediately by Contractor.

6. BALL FIELDS

(a) Skinned Infield – The skinned infields shall be machine and hand dressed and watered once daily, (7 days per week), during the active play season. Off-season machine dressing and watering shall occur once each week. Once every three (3) months the infield shall be scarified to a three (3) inch depth, leveled, watered and compacted. Home plate and pitchers rubber shall be replaced annually. Bases shall be replaced twice per year.

(b) Inspections – Daily (7 days per week) inspections shall occur. All holes or depressions at home plate, pitchers plate, bases or elsewhere on the infield shall be filled in. Turf areas shall be repaired seeded and top-dressed immediately.

(c) Fencing – All chain link fencing shall be inspected on a weekly basis to insure all fabric is properly tied to supports and that no wires have unraveled causing wire protrusions.

(d) Bleachers and Player Benches – All bleachers and player benches shall be inspected daily (M-F) for unsafe/hazardous conditions. Boards, bolts, brackets and related elements of bleachers and player benches shall be kept free of splinters and cracks, properly tightened, painted or sealed and cleaned. Painted bleachers and player benches shall be painted once annually. Damaged and/or missing elements shall be repaired/replaced immediately by Contractor. All bleachers and player benches shall be inspected daily by Contractor with a written weekly summary of the daily inspections with any corrective measures noted. Said written weekly inspection shall be provided to City by Contractor.

7. MEDIANS

(a) General Maintenance – All maintenance activities and functions specified above for turf, trees, shrubs, ground cover and irrigation shall apply to median maintenance.

(b) Litter Pick-Up – High visibility areas (Hawthorne Blvd, Manhattan Beach Blvd) shall be inspected for litter pick-up twice daily. Typically, litter pick-up activities shall be scheduled to occur at the beginning and end of each workday (7 days per week).

8. PARKS BUILDING MANAGEMENT

(a) Building – All buildings in the parks shall be checked daily (7 days per week). Floors shall be mopped at least two (2) times per week and waxed once every month. Garbage cans shall be emptied at least daily and more often as may be needed. Report graffiti daily as observed.

(b) Bathroom – All bathrooms in the parks shall be inspected daily (7 days per week), toilets, urinals and wash basins shall be scoured once per day, and paper goods shall be restacked as needed. Garbage cans shall be emptied and all areas shall be cleaned daily (7 days per week). Remove graffiti daily as observed.

9. WEED ABATEMENT AND TRASH RECEPTICLES (LARCH AVE DOG PARK)

(a) Weed Abatement - Contractor shall inspect 5 days per week (M-F) and cut and remove all grass/weed material growing in the soil or gravel weekly or as needed (M-F).

(b) Trash Receptacles – All garbage cans shall be emptied and cleaned daily, 5 days per week (M-F).

TECHNICAL PROVISIONS – LANDSCAPE MAINTENANCE

1. GENERAL REQUIREMENTS

A. Pre-Job Conference

Prior to the issuance of the written Notice to Proceed, the Director of Public Works will schedule a conference to establish lines of communication, inspection, and reporting procedures, and performance of sample pruning. The Contractor will be paid its unit price agreed upon and set forth in the Agreement for trimming sample trees. Sample trees will be of the species typically found throughout the City.

The Contractor r shall adhere to the equipment and personnel requirements set forth in this Agreement. Furthermore, at the pre-job conference, the Contractor shall provide the Director of Public Works with equipment and personnel listings as follows:

(1) Equipment Listing
The Contractor shall provide the City with an inventory list of company equipment that is related to this service contract and that is to be used or updated throughout the duration of this service contract.

(2) Personnel Listing
A minimum of two basic climbing crews shall be listed and provided for the service contract. Each crew must consist of at least two high climbers and one grounds man.

All changes to the licensed personnel assigned to this project shall be reported to the Director of Public Works in writing 48 hours in advance of the change.

The Contractor is required to have prior approval in writing by the Director of Public Works before any tree maintenance operations are performed on City property by any company or persons not listed. Should any tree maintenance operation be performed without prior approval, a $500 fine per incident may be charged and is cause for termination of this Agreement.

B. Conduct of Operations

(1) Safety Orders
At all times, work must conform to Article 12, Tree Work, Maintenance, or Removal, of the General Industry Safety Orders, Title 8, California Administrative Code. Head protection shall be worn by all employees engaged in tree operations and shall conform to Article 10, Section 3381 of the General Industry Safety Orders, Title 8, California Administrative Code.

Work shall also conform to American National Standards Institute (ANSI) Z.133.1, Standards for Tree Care Operations, ANSI A300 pruning standards, OSHA regulations, and International Society of Arboriculture (ISA) Standards.

In case of conflict among the above regulations, the more stringent regulation shall apply.

(2) Dress Code

The Contractor shall be responsible for having all employees wear a proper uniform. The proper uniform includes the following:

(a) Safety boots. No sandals or tennis shoes shall be worn on the job.

(b) Shirts. All workers shall wear shirts with long or short sleeves.

(3) Climbing Spurs

Climbing spurs shall not be allowed.

(4) Equipment Identification

All major equipment used for this Agreement shall have the contractors name and telephone number prominently displayed.

(5) Cooperation with Others

The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

(6) Communication

A qualified English-speaking supervisor shall be continually present and available to City personnel and the public during hours of operation at each working site.

(7) Photograph Documentation

The Contractor is required to provide before and after pictures of safety items or emergency repairs which were made without prior City approval. Documentation of contract compliance may be required on some occasions. Photographic documentation shall conform to the following:

All Photographs must be clear and reproducible.

Contractor shall maintain photograph albums which shall be part of the project record with a duplicate album delivered to the Director.

(8) Compost Tree Trimming Waste

The Contractor shall compost or recycle all of the tree trimming waste accumulated by pruning of trees and stump removal.

The Contractor will be required to document in a monthly report the number of tons of tree trimming waste which is being composed or recycled rather than hauled to the landfill.

(9) Disposal of Debris

All disposal of debris is the responsibility of the Contractor and shall be performed in a legal manner.

NO DEBRIS SHALL REMAIN OVERNIGHT.

The Contractor must conform to all state and federal laws and regulations concerning firewood transportation. Firewood size wood may be left on-site at the request of the adjacent resident, in accordance with the following:

(a) The resident must complete and sign a request form, including a requirement that the wood shall be removed within 72 hours from the date and time of signing.

(b) Firewood size shall be minimum 6-inch diameter and maximum 18-inch length.

(c) Firewood shall be neatly stacked within the public right-of-way, clearly visible.

C. Public Safety

(1) Notifications

The Contractor shall post notices on all streets affected by his operations at least 48 hours in advance of any operations on such streets.

(2) Sidewalk Closures

The Contractor shall close sidewalks on one side of the street at a time. Sidewalks shall be barricaded and posted with warning signs.

(3) Street Closures

The Contractor shall close only one side of the street at a time. Street shall be barricaded and posted with warning signs. A flag person, provided by the Contractor, shall be present during work, should the City deem applicable.

(4) Removal of Debris from Sidewalks

All debris shall be removed from sidewalks as soon as practicable.

2. MAINTENANCE CLASSIFICATIONS

One or more of the following categories of tree maintenance is assigned to each tree:

Remove (RV) - Removing trees, including stumps that are dead, diseased, or decaying, and that present a hazardous condition, or are in a location that could present an unsafe condition.

Clearance (CL) - The act of pruning trees away from obstructions, such as maintaining clearance above streets and sidewalks, or clearance from utilities.

Training (TR) - The act of pruning young trees in order to facilitate sound structure and growth habit.

Thinning (TH) - The act of reducing the density of the tree's crown by selective pruning. Sometimes called "lacing out".

Crown Reduction (CR) - The act of reducing the size of a tree's crown by cutting major limbs back to substantial lateral branches ("drop crotching").

Crown Raising (SR) - Raising the crown by removing lower branches; in the case of palms it is removing the "skirt" of dead and drooping fronds.

Side Pruning (SP) - Shaping one side of a tree to clear the crown from buildings or other obstructions.

3. TREE MAINTENANCE PROGRAM

The City is responsible for maintenance of city trees in medians, parkways, and other public spaces. This program is intended to guide the necessary work over any given 3-year period.

The basic approach to tree pruning is to do as little as possible; that is, to confine pruning operations to only that necessary for public safety and tree health. Emergencies will always occur but are unpredictable.

All pruning should have a purpose. Without a legitimate need, no pruning should occur. Pre-pruning inspections should identify the needs for removal, clearance, structural connection, crown reduction, crown thinning, etc.

The practice of thinning the crowns of trees is to be discouraged. Only dead, diseased, broken limbs, or water sprouts should be removed. Excessive thinning leads to poor structure, sunscald, suckering, and early limb failure.

Crown reduction and thinning should always be performed by drop crotching. Tip pruning, particularly with chain saws, is not allowed.

4. PRUNING STANDARDS

A. Definitions

Branch Collar - Wood tissue ridges that form around the base of a branch between the trunk and the branch.

Callus - New growth made by the cambium layer around a wound.

Cambium Layer - The growth point between the bark and sapwood.

Closure - Refers to the roll of the callus growth around the wound area.

Crown Raising - The removal of lower branches for under clearance. On palms, the removal of dead and drooping fronds.

Cut - The exposed wood area that remains after the branch has been removed.

Cut Back/Drop Crotch - Specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides, as well as the top of the tree.

Dormant - A condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.

Girdling Roots - Located above or below ground level, roots whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of nutrients.

Pollarding - The practice of cutting branches to stubs in order to create a geometric shape or to reduce the overall size of the tree.

Precut or Precutting - The removal of the branch at least 12 inches beyond the finished cut, to prevent splitting into the trunk or branch.

Pruning - The removal of dead, dying, diseased, live, interfering, objectionable, and weak tree branches in a scientific manner.

Sap Flow - The definite course assumed by sap in its movement through the tree.

Scars or Injuries - Natural or manmade lesions on the bark in which wood is exposed.

Shoulder Cut - The final cut, immediately beyond the branch bark ridges and preserving the branch color.

Suckers - The abnormal growth of small branches that usually do not follow the general pattern of the tree.

Thinning Out - The removal of live branches to reduce wind resistance and to create more space.

Topiary - The practice of pruning small trees to defined shapes, usually geometric, and maintaining the shape by frequent shearing.

Topping - Pruning a tree to reduce its overall size by pollarding. This practice results in abnormal tree structure, prolific suckering and weak structure. Topping is not allowed.

Certified Arborist - A person who can verify certification as an arborist by the International Society of Arboriculture (ISA), or an approved equal.

B. General Specifications for Tree Pruning

(1) General

The Standards of Pruning for Certified Arborists prepared by the certification committee of the Western Chapter of the ISA are the basic standards applied to the work of this contract.

Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing of 18 inches to 48 inches and radial orientation, so as not to overlay one another, to eliminate diseased or damaged growth within space limitations, to maintain a natural appearance, and to balance crown with roots. In no case shall trees be topped or tip pruned unless approved in writing by the City's authorized representative.

All cuts shall be made sufficiently close to the trunk or parent limb without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

Contractor shall clear trees of sprout or sucker growth to a minimum height of eight (8) feet above ground level. Contractor shall also remove all vines entwined in trees and tree trunks. Vine tendrils shall be removed without injury to the tree.

Contractor shall clear all branches and foliage within ten (10) feet of primary electrical lines. All persons performing such work must be trained to do so according to the current Electrical Safety Orders of the State of California and must be ISA Certified for Utility Pruning.

Contractor shall clear all branches that interfere with secondary electric, telephone, cable, and other utility lines within one (1) foot of such lines wherever feasible.

(2) Removal of Laterals

Shoulder Cuts - The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Contractor shall not make stub cuts.

Triple Cuts - For any branch too large to be held while being cut, remove by means of the following cuts:

a) Pre-cut the branch by under cutting 4-10 inches beyond the base to prevent splitting or peeling.
b) Cut off the branch beyond the undercut where necessary. To prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment.
c) Remove the remaining stub via a shoulder cut.

C. Removal of Terminals (Tip Thinning & Drop Crotching)

(1) Thinning

"Lace out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be at least 1/3 the diameter of the terminal being removed.) Remove numerous small terminals and laterals rather than taking out a few large ones. Retain inner lateral branches and leave some distribution of foliage along branch. Avoid "lion's-tailing."

(2) Size reduction

To take out portions of the crown for reducing height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. No more than 25 percent of live wood shall be removed from the crown of any tree. The basal diameter of a lateral should be at least 3/4 the basal diameter of the terminal being removed. (Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut). No live, healthy limb in excess of six (6) inches diameter shall be cut without City approval.

(3) General Hazards

Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:

(a) Obstructing branches: Clear walks, traffic ways, buildings, signs, and other manmade structures. Clear other trees, plants, as needed. Clearance as shown below:

Streets and Parks	**Railroad Right-of-Way**
Above traffic ways - 14 feet	Above tracks – 30 feet
Above walkways - 9 feet	From nearest rail – 15 feet
From signs, buildings, etc - 5 feet.	

(b) Dead, broken, diseased, or weak branches, of 2-inch diameter or larger. (Also, stubs left by previous pruners).

(c) Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.

(d) Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.

(e) Parallel branches. Branches less than a foot apart, which run parallel for several feet, may eventually damage each other. The less desirable one should be removed.

(f) Wind-breakage risks. Crowns that are too high and/or too dense should be thinned and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.

(g) Branches which disrupt tree form. Excessively vigorous branches, or those which run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry, as such, can be both attractive and safe.)

(h) All root suckers shall be removed immediately by "pinching." String trimmers shall not be used.

(i) Should the Contractor discover an infestation or disease on any tree, he shall immediately stop work on that tree and notify the City. The City will provide direction concerning further work on any such tree.

On trees known to be diseased, tools are to be disinfected with Physan solution or Clorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools. The solution shall also be sprayed on the cut once it has been made.

(4) Unacceptable Work

(1) Cutting back of all growing tips, usually referred to as topping, pollarding, or hat racking.

(2) Topiary trimming and topping.

(3) Flush cutting (removing the branch collars and branch bark ridge).

(4) Stub cutting, where branch removal results in a remaining protrusion of more than 3 inch beyond the zone of branch collar and branch bark ridge.

(5) Removal of a healthy main leader for reasons other than power line clearance.

(6) Use of chainsaws on any limb less than 4-inches in diameter.

(7) Use of dull tools.

E. Pruning

(1) Young Tree Pruning

Lower branches shall remain in a "tipped back" or pinched condition, leaving as much foliage as possible to promote caliper trunk growth. Stripping of the lower branches will not be allowed. Lower branches shall be cut flush with the trunk only when the tree is able to stand without support. A central leader shall be encouraged.

(2) Evergreen Tree Pruning

Evergreen trees (trees that are not deciduous) can be pruned or thinned at any time when necessary. Pruning shall be performed for appearance and safety. All dead or broken branches shall be removed. For safety reasons, remove any part that may become a hazard by falling.

(a) Deodar Cedars and Pines

Deodar Cedars and Pines shall not be pruned except as corrective or preventative maintenance. No pruning shall be done from May through November. Removal of lower branches for turf maintenance is allowable.

(b) Eucalyptus Tree Pruning

Newly planted Eucalyptus trees shall be thinned (not topped) 50 percent once a year to increase trunk caliper.

(c) Deciduous Tree Pruning

The pruning of deciduous trees shall be done during the dormant season. Blooming deciduous trees will be pruned after blooming.

(d) Palm Pruning

All dead fronds and parts thereof, including stubs shall be removed along the entire length of the trunk of each palm together with any ivy or vines leaving a clean, unsheathed appearance from the base to (see table) inches from the remaining green fronds at the top of the tree. All removed fronds and fruit clusters shall be cut flush with the trunk without cutting into the trunk itself. Remove fronds to approximate horizontal.

Palms with 8 feet or less of brown trunk shall be trimmed, but not slicked. Trachycarpus (windmill) palms shall be trimmed, but not slicked.

Palm Species	Sheathed Crown
Arcontophoenix	None
Arecastrum (Cocos)	None
Phoenix	48" to 60" (symmetrical appearance)
Trachycarpus	None
Washingtonia	36"

i. Only full green fronds shall remain at the crown and precaution shall be taken so that no live fronds are partially cut and left in the tree.

ii. Fronds shall be removed up to, but not greater than, the petiole angle of 15 degrees above horizontal.

F. **Railroad Right-Of-Way Trees**
Pruning shall be limited to clearance and corrective maintenance. Most trees will not require pruning.

G. **Sidewalk Damage**
The Contractor will not be liable for existing broken and/or raised sidewalks. The Contractor will be responsible for replacement of sidewalks negligently damaged by its operations.

5. **TREE STAKES**

A. **Tree Stake Maintenance and Removal**
Tree stakes on established trees shall be removed. Tree stakes and ties on young trees shall be checked and adjusted. No additional payment will be made for this work.

6. **TREE REMOVAL**

A. **Marking**
The Director will mark trees to be removed in advance of scheduled work. Should the Contractor discover any tree that, in his opinion, is dead, diseased, or hazardous and should be removed in the interest of public safety, he shall notify the Director. The Director will make the final decision regarding removal.

B. **Removal**
Trees to be removed shall be removed in their entirety, including stump to 12-inches below ground surface. The remaining ground surface shall be left smooth and level and shall not present a trip/fall hazard.

APPENDIX 1

FACILITIES DESCRIPTIONS

These facilities descriptions provide an overview and a better understanding of the various City facilities that shall be maintained by Contractor. Descriptions and quantities do not necessarily reflect actual field condition or size. The City makes no assurance that these descriptions are accurate.

PARK AREAS

1) JANE ADDAMS PARK (School Site) 15114 Firmona Avenue - Park consists of six (6) sections for a total of approximately 4.14 acres of developed landscaped areas. The park contains: two (2) baseball fields, one T-Ball field, one snack stand with restrooms, recreational building with restrooms, children's play area, tiny tot play area, wading pool, basketball court, horseshoe pits, picnic areas, walks and parking lot.

2) ROGERS/ANDERSON PARK (School Site) - 4161 West Manhattan Beach Boulevard - Consists of approximately 7.7 acres of developed landscape areas. The park contains: two (2) baseball fields, children's play area, picnic areas, walkways and parking lot.

3) WILLIAM GREEN PARK (School Site) 4558 West 168th Street - Consists of approximately 4.42 acres of developed landscape area. The park contains: children's play area, picnic areas, recreational building with restrooms and parking lot.

4) FRANK HOGAN PARK - 4045 West 167th Street – Current Park consists of approximately 0.047 acres of developed landscape area including children's play area and walkways. The future layout includes staff office and restrooms.

5) CHARLES B. HOPPER PARK - 4418 W. 162nd Street – Park consists of approximately 0.75 acres with winding sidewalks, playground equipment for children, climbing boulder, covered café tables and picnic benches, checkers/chess tables and public restrooms.

6) LARRY R. RUDOLPH PARK - 14725 Larch Avenue (at the S.W. corner of Larch & 147th St.) The park is 1.5 acres featuring a community gathering space with shade areas, picnic tables, an amphitheater and restrooms. The large playground is cut by an artificial stream decorated with hand-made mosaics which flows into a sand pit featuring a climbing structure and umbrella shade structures. Additional features include a grassy lawn and native drought tolerant landscaping.

7) McKENZIE COMMUNITY GARDENS - 4324 160th Street - Park consists of approximately 0.057 acres of garden plots and walkway areas maintained by private citizens. Perimeter parkways to be maintained by Contractor.

NON-PARK FACILITIES

1) CITY HALL - 14717 Burin Avenue - The area consists of lawn areas, shrubs and trees, walkways, benches and two (2) parking lots: 147th Street Parking Lot and South City Hall Parking Lot. This parcel consists of approximately 0.44 acres.

2) COMMUNITY CENTER - 14700 Burin Avenue - Landscaping area consists of lawn areas, walkway, planter areas, parkway, shrubs, and trees including second level terrace planters.

3) MUNICIPAL SERVICES DEPARTMENT FACILITY - The area consists of lawn areas, shrubs, walkways, parkways, trees, planters, patio and two (2) parking lots: De Oro Parking Lot and Grevillea Parking Lot. Landscaping area consists of approximately 0.60 acres.

4) PUBLIC WORKS DEPARTMENT FACILITY - 4722 Manhattan Beach Boulevard – Two narrow parkway frontage of 8 x 206 and 4 ½' x 96' (turf trees and shrubs). Building planters totaling 500 square feet in area.

5) SHERIFF'S STATION, LAWNDALE SERVICE CENTER - 15331 Prairie Avenue - approximately 500 square feet of developed area. The Sheriff's Service Center consists of shrubs, trees, planters, walkway, parking lot, and lawn areas.

6) RAILROAD RIGHT-OF-WAY - East and west side of right-of-way from 159th Street to 170th Street, and east side of right-of-way from 170th Street to Artesia Boulevard. A greenbelt park and trees.

7 & 8) BOULEVARD MEDIANS & PARKWAYS – Hawthorne, Inglewood & Manhattan Beach Boulevards - These areas include Hawthorne Boulevard from Rosecrans Avenue to Redondo Beach Boulevard, and Inglewood Avenue from Marine Avenue to Rosecrans Avenue and Manhattan Beach Boulevard between Inglewood Avenue and Prairie Avenue. Includes several landscaped medians with trees, shrubs, walk, and concrete medians.

APPENDIX II

CITY FACILITY LOCATIONS & MAIN BOULEVARDS/ARTERIALS

CITY HALL/FACILITIES

- City Hall - 14717 Burin Avenue
- Community Center - 14700 Burin Avenue
- Municipal Services Department Facility - 14616 Grevillea Avenue
- Public Works Department Facility - 4722 Manhattan Beach Boulevard
- Sheriff's Station, Lawndale Service Center - 15331 Prairie Avenue

SCHOOLS/PARKS

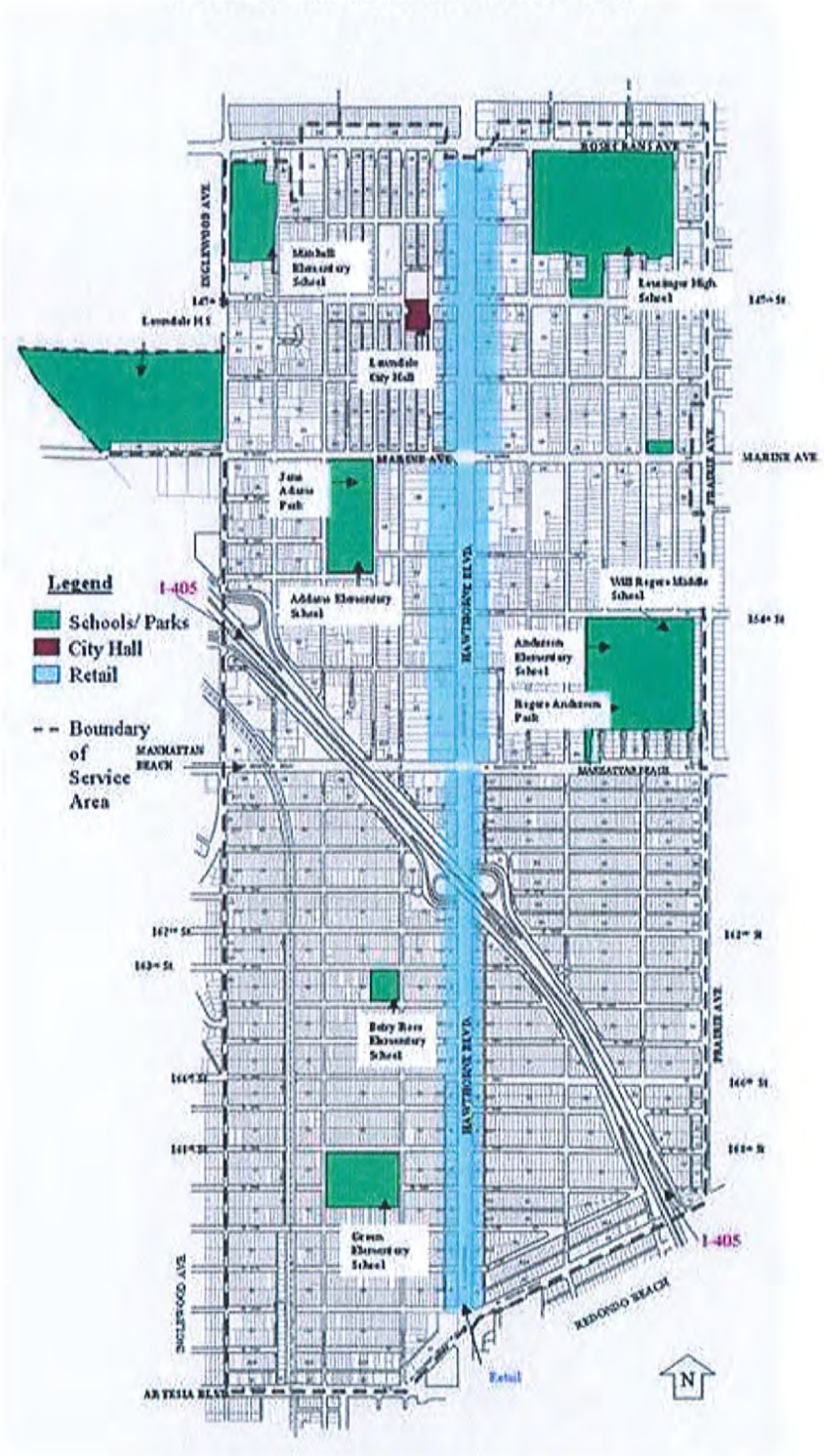
- Jane Addams Park - 15114 Firmona Avenue
- Rogers /Anderson Park - 4161 W. Manhattan Beach Boulevard
- William Green Park - 4558 W. 168th Street
- Frank Hogan Park - 4045 W. 167th Street
- Charles B. Hopper Park - 4418 W. 162nd Street
- Larry R. Rudolph Park - 14725 Larch Avenue

MAJOR BOULEVARDS & ARTERIALS

- Hawthorne Boulevard
- Marine Avenue
- Manhattan Beach Boulevard
- Rosecrans Avenue (City Northerly Limit)
- Artesia Boulevard (City Southerly Limit)
- Redondo Beach Boulevard (City Southerly Limit)
- Inglewood Avenue (City Westerly Limit)
- Prairie Avenue (City Easterly Limit)

APPENDIX III

CITY OF LAWNDALE AREA MAP



APPENDIX IV

LANDSCAPE MAINTENANCE SERVICES

City of Lawndale **Parks Inspection Checklist 2022** Month _____ DAYS _____

Location:	Days of Service	Areas of Inspection	M	T	W	TH	F	Sat	Sun
Jane Addams Park	M-S	1. Recreation Turf							
	M-S	2. Bathrooms							
	M-F	3. Ball Fields							
	M-F	4. Play areas, sand areas							
	M-F	5. Play equipment							
	M-F	6. Picnic Tables & Benches							
	M-F	7. Bleachers & Player Benches							
Rogers/Anderson Park	M-S	1. Recreation Turf							
	M-S	2. Bathrooms							
	M-F	3. Ball Fields							
	M-F	4. Play areas, sand areas							
	M-F	5. Play equipment							
	M-F	6. Picnic Tables & Benches							
	5 Days / Wk	7. Drinking Fountains							
	M-F	8. Bleachers & Player Benches							
William Green Park	M-S	1. Recreation Turf							
	M-S	2. Bathrooms							
	M-F	3. Ball Fields							
	M-F	4. Play areas, sand areas							
	M-F	5. Play equipment							
	M-F	6. Picnic Tables & Benches							
	5 Days / Wk	7. Drinking Fountains							
	M-F	8. Bleachers & Player Benches							
Hogan Park	M-S	1. Recreation Turf							
	M-F	2. Play areas, sand areas							
	M-F	3. Play equipment							
	M-F	4. Picnic Tables & Benches							
	M-F	5. Bathrooms							
	5 Days / Wk	6. Drinking Fountains							
Hopper Park	M-S	1. Recreation Turf							
	M-S	2. Bathrooms 2x per day							
	M-F	3. Play areas, sand areas							
	M-F	4. Play equipment							
	M-F	5. Picnic Tables & Benches							
	5 Days / Wk	6. Drinking Fountains							
Rudolph Park	M-S	1. Recreation Turf							
	M-F	2. Trash Receptioles							
	M-F	3. Weed Abatement							
	M-F	4. Bathrooms							
	M-F	5. Play areas, sand areas							
	M-F	6. Picnic Tables & Benches							
	5 Days/Wk	7. Drinking Fountains							
RR Tracks / Condon Ave		1. Turf Maintenance							
		2. Trash Pick-Up							

City of Lawndale

Parks Inspection Checklist 2022

Month _____
DAYS _____

Location:	Days of Service	Areas of Inspection	M	T	W	TH	F	Sat	Sun
Community Center		1. Weed Abatement							
Manhattan Beach Blvd.		1. Weed Abatement							
Hawthorne Blvd.		1. Weed Abatement 2. Turf Maintenance 3. Trash Pick Up							
Municipal Services Dept.		1. Weed Abatement 2. Turf Maintenance							
City Hall		1. Weed Abatement 2. Turf Maintenance 3. Trash Recepticles							
Inglewood Ave. Center Median		1. Weed Abatement 2. Trash Pick-Up 3. Irrigation 4. Landscaping							

Legend:	• Needs Work √ Okay	Contractor's Representative (print name & signature) City Review & Date

APPENDIX V

RAILROAD ROW TREE INVENTORY

West Side		
• Pinus canariensis	Canary Island Pine	2
• Pinus halepensis	Aleppo Pine	195
• Cypress		2
• Myoporia		5
• Palms		2
East Side		
• Phoenix canariensis	Canary Island Palm	1
• Pinus halepensis	Aleppo Pine	137
• Ficus		60
• Myoporia		95
	TOTAL	**499**

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Julian Lee, Director of Public Works/City Engineer

SUBJECT: **Approve the First Amendment to the Professional Services Agreement for Staff Augmentation with W.G. Zimmerman Engineering**

BACKGROUND

On May 10, 2022, the Associate Engineer submitted a letter of resignation to the City effective May 17, 2022. Due to the short notice of the resignation and the current critical project workload, staff has determined the need for staff augmentation from professional engineering firms. Current Public Works Department projects require communication with designers and contractors as well as coordination with the various utilities and agencies needed to support the projects to completion.

On May 11, 2022, staff requested proposals from eight (8) qualified professional engineering firms for staff augmentation of 32 hours per week for three (3) weeks. On May 12, 2022, proposals were received from three (3) companies: KOA Corporation, SA Associates, and W.G. Zimmerman Engineering, Inc. Staff examined and reviewed the submitted proposals based on several factors including technical knowledge, proposed staff experiences, scope of work, qualifications, and fee schedule. The proposal rankings were as follows:

Rank	Company Name	Fee Schedule
1	W.G. Zimmerman Engineering, Inc.	$14,400
2	KOA Corporation	$14,400
3	SA & Associates	$15,360
-	*Michael Baker International*	*Declined to submit proposal due to current work load/staff availability.*
-	*RKA Consulting Group*	*Declined to submit proposal due to current work load/staff availability.*
-	*Civiltec Engineering, Inc.*	*Declined to submit proposal due to current work load/staff availability.*
-	*MNS Engineers*	*Declined to submit proposal due to current work load/staff availability.*
-	*Inter-West Group*	*No proposal submitted.*

The City selected W.G. Zimmerman Engineering, Inc. (Zimmerman Engineering) and scheduled the consultant to start on May 16, 2022 in an effort to retain the departing employee's knowledge and

background details of the current projects. The scope of work and the compensation required were within the City Manager's signing authority, and these combined with need for an immediate commencement of work meant that the contract did not come to the City Council.

STAFF REVIEW

Some of the critical Public Works Department projects include Inglewood Avenue Street Improvement Project, Redondo Beach Boulevard Street Improvement Project, 2022 Pavement Management Plan, Citywide Sign Replacement Project, Local Road Safety Plan Study, and others projects that have fund lapsing requirements.

With the new employee recruitment for the engineering staff in progress, there is a need for an additional eight (8) weeks of the staff augmentation from the professional engineering consultants to continue with the progress of the current critical projects. On May 23, 2022, staff requested a proposal from Zimmerman Engineering to provide a cost for additional professional engineering services in the amount of $38,400. As opposed to the initial scope of work, the compensation for this additional work falls outside the City Manager's signing authority and so this matter is being brought to the City Council for review and approval.

LEGAL REVIEW

The City's standard professional services contracts, which are included in the project specifications template, have been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

The current FY 2021-22 budget includes funding for this project.

RECOMMENDATION

Staff recommends that the City Council to approve the First Amendment to the Professional Services Agreement with W.G. Zimmerman Engineering, Inc. for 2022 Public Works Department staff augmentation for an amount not-to-exceed of $38,400.

ATTACHMENTS

1. First Amendment to Contract Services Agreement for Staff Augmentation for the Public Works Department
2. Proposal Dated on May 24, 2022 for Staff Augmentation Services – First Amendment
3. Contract Services Agreement for Staff Augmentation for the Public Works Department
4. Proposal Dated on May 11, 2022 for Staff Augmentation Services

ATTACHMENT 1

First Amendment to Contract Services Agreement for Staff Augmentation for the Public Works Department

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR STAFF AUGMENTATION SERVICES FOR THE PUBLIC WORKS DEPARTMENT

This first AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "first Amendment") is made and entered into this 6th day of June, 2022, by and between the CITY OF LAWNDALE, a municipal corporation ("City") and W.G. Zimmerman Engineering, Inc., ("Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Staff Augmentation Services for the Public Works Department (the "Agreement") on or about May 13, 2022, and

WHEREAS, City has determined that additional staff augmentation services are required for the project management and coordination of current Public Works Department projects, and

WHEREAS, City and Contractor negotiated an additional scope of services to be performed pursuant to the terms and conditions of the Agreement the anticipated compensation for which requires approval by the City Council, and

WHEREAS, it is the desire of the City and Contractor to amend the Agreement, as set forth in this first Amendment, to reflect the additional scope of work and additional compensation that have been negotiated.

AMENDMENT

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

SECTION 1 of the Agreement (Services of Contractor) is amended to add thereto the scope of work set forth in "Exhibit A, Amendment Number 1 for Staff Augmentation Services for the Public Works Department." to the first Amendment, which exhibit is incorporated herein by this reference as if set forth in full.

SECTION 2 of the Agreement (Compensation) is amended to increase the maximum contract sum by Thirty-Eight Thousand and Four Hundred Dollars ($38,400) to account for Staff Augmentation Services for the Public Works Department. The maximum contract sum will increase from Fourteen Thousand and Four Hundred dollars ($14,400.00) to Fifty-Two Thousand and Eight Hundred dollars ($52,800.00).

MISCELLANEOUS PROVISIONS

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this first Amendment and to bind the parties to the performance of its obligations.

3. Counterparts, Facsimile or other Electronic Signatures. This first Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The first Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

4. Severability. If any term, condition, or covenant of this first Amendment is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this first Amendment will not be affected and the first Amendment will be read and construed without the invalid, void, or unenforceable provision.

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

CITY:
CITY OF LAWNDALE,
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:
W.G. ZIMMERMAN ENGINEERING, INC.
a California Corporation

By: _____

Name: Mr. William G. Zimmerman
Title: President

By: _____

Name: Mr. William G. Zimmerman
Title: Secretary

7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647

EXHIBIT "A"

Amendment Number 1 for Staff Augmentation Services for the Public Works Department

May 24, 2022

Julian Lee, P.E.
Director of Public Works
14717 Burin Avenue
Lawndale, CA 90260

Re: Proposal to provide Extension of As-Needed Staff Support Services

Dear Mr. Lee:

As per our discussion, please find our proposal for extension of time for As-Needed Staff Support Services for an additional 8 weeks for Mike and Chris.

The fee for the extension of services an additional 8 weeks is estimated at $38,400 based upon time and materials.

We are available to continue our services for this additional 8 weeks. Thank you for considering us at W.G. Zimmerman Engineering.

Sincerely,

Bill Zimmerman, P.E., T.E., PTOE
President

WGZE

W.G. Zimmerman Engineering, Inc.
7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647
(714) 799 - 1700 / (714) 333 - 4712 Fax

ATTACHMENT 2
Proposal Dated on May 24, 2022 for Staff Augmentation Services – First Amendment

May 24, 2022

Julian Lee, P.E.
Director of Public Works
14717 Burin Avenue
Lawndale, CA 90260

Re: Proposal to provide Extension of As-Needed Staff Support Services

Dear Mr. Lee:

As per our discussion, please find our proposal for extension of time for As-Needed Staff Support Services for an additional 8 weeks for Mike and Chris.

The fee for the extension of services an additional 8 weeks is estimated at $38,400 based upon time and materials.

We are available to continue our services for this additional 8 weeks. Thank you for considering us at W.G. Zimmerman Engineering.

Sincerely,

Bill Zimmerman, P.E., T.E., PTOE
President

WGZE

W.G. Zimmerman Engineering, Inc.
7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647
(714) 799 - 1700 / (714) 333 - 4712 Fax

ATTACHMENT 3
Contract Services Agreement for Staff Augmentation for the Public Works Department

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

STAFF AUGMENTATION SERVICES

FOR THE PUBLIC WORKS DEPARTMENT

This Contract Services Agreement ("Agreement") is made and entered into this 13th day of May, 2022, by and between the City of Lawndale, a municipal corporation ("City"), and W.G. Zimmerman Engineering, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. 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 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 therefor.

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 **Fourteen Thousand Four Hundred dollars ($14,400.00)** ("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. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and

resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

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.

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 June 30, 2023.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Mr. William G. Zimmerman, President 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 or its 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 represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are 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. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

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 $1,000,000.00 per occurrence for all covered losses and no less than $2,000,000.00 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 $1,000,000.00 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 $1,000,000.00 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 professional liability 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. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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 be not 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. If the Contractor's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Contractor.

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 Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except

for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", 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, 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 Design Professional Liability. Other than in the performance of design 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, 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 and subcontractors 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. 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. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization

from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

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 non-defaulting 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 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Sean M. Moore, City Manager

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
W.G. ZIMMERMAN ENGINEERING, INC.
a California Corporation

By: _____

Name: Mr. William G. Zimmerman
Title: President

By: _____

Name: Mr. William G. Zimmerman
Title: Secretary

7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647

EXHIBIT "A"

SCOPE OF SERVICES

[SEE WGZE'S PROPOSAL LETTER DATED ON MAY 11, 2022 REQUESTING FOR STAFF AUGMENTATION SERVICES]

May 11, 2022

Julian Lee, P.E.
Director of Public Works
14717 Burin Avenue
Lawndale, CA 90260

Re: Proposal to provide As-Needed Stuff Support Services

Dear Mr. Lee:

W.G. Zimmerman Engineering, Inc. (WGZE) is very excited about the opportunity to provide the City of Lawndale with As-needed Staff Support Services. We provide Staff Support Service to other Southern California Agencies on an as-needed basis. These agencies include, Signal Hill, Seal Beach, Mission Viejo and La Mirada.

Mr. Chris Cordero and Mike Brust will be our proposed Senior Level Engineer and Associate Engineer, respectively. Chris had previously provided staff support to the cities of South Pasadena, Carson, and Costa Mesa. Mike has provided services to the cities of Carson, Norwalk, and Seal Beach.

We propose the following Tasks on a Task Order Assignment:

On-site Engineer

- Provide services as directed
- Perform plan check and review for projects
- Perform plan check services for development projects
- Coordinate with other departments
- Prepare Request for Proposals
- Mange Consultants
- Assist in management of City's Capital Improvement Program
- Assist with Construction projects
- Coordinate daily with Director of Public Works on issues and concerns
- Conduct field visits as required
- Resolve issues and concerns as directed

We recommend both Chris and Mike two days a week for a maximum of 32 hours a week. Both are very knowledgeable on public works projects and have previously served as on-site staff support services. Their rates are provided below:

Chris Cordero - $170/hr
Mike Brust - $130/hr

The total amount of the contract is estimated at $14,400, not to exceed and on a time and materials basis.

We can start immediately. If you have any questions, please contact me directly at either (657) 945-8500 direct office line or (714) 412-1597 cell.

Sincerely,
W.G. Zimmerman Engineering, Inc.,

Bill Zimmerman PE, TE, PTOE
President

WGZE

W.G. Zimmerman Engineering, Inc.
7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647
(714) 799-1700 / (714) 333-4712 Fax

EXHIBIT "B"

SPECIAL REQUIREMENTS

- A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by SA & Associates . The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[SEE WGZE'S PROPOSAL LETTER DATED ON MAY 11, 2022 REQUESTING FOR STAFF AUGMENTATION SERVICES]

May 11, 2022

Julian Lee, P.E.
Director of Public Works
14717 Burin Avenue
Lawndale, CA 90260

Re: Proposal to provide As-Needed Stuff Support Services

Dear Mr. Lee:

W.G. Zimmerman Engineering, Inc. (WGZE) is very excited about the opportunity to provide the City of Lawndale with As-needed Staff Support Services. We provide Staff Support Service to other Southern California Agencies on an as-needed basis. These agencies include, Signal Hill, Seal Beach, Mission Viejo and La Mirada.

Mr. Chris Cordero and Mike Brust will be our proposed Senior Level Engineer and Associate Engineer, respectively. Chris had previously provided staff support to the cities of South Pasadena, Carson, and Costa Mesa. Mike has provided services to the cities of Carson, Norwalk, and Seal Beach.

We propose the following Tasks on a Task Order Assignment:

On-site Engineer

- Provide services as directed
- Perform plan check and review for projects
- Perform plan check services for development projects
- Coordinate with other departments
- Prepare Request for Proposals
- Mange Consultants
- Assist in management of City's Capital Improvement Program
- Assist with Construction projects
- Coordinate daily with Director of Public Works on issues and concerns
- Conduct field visits as required
- Resolve issues and concerns as directed

We recommend both Chris and Mike two days a week for a maximum of 32 hours a week. Both are very knowledgeable on public works projects and have previously served as on-site staff support services. Their rates are provided below:

Chris Cordero - $170/hr
Mike Brust - $130/hr

The total amount of the contract is estimated at $14,400, not to exceed and on a time and materials basis.

We can start immediately. If you have any questions, please contact me directly at either (657) 945-8500 direct office line or (714) 412-1597 cell.

Sincerely,
W.G. Zimmerman Engineering, Inc.,

Bill Zimmerman PE, TE, PTOE
President

WGZE

W.G. Zimmerman Engineering, Inc.
7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647
(714) 799-1700 / (714) 333-4712 Fax

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[SEE WGZE'S PROPOSAL LETTER DATED ON MAY 11, 2022 REQUESTING FOR STAFF AUGMENTATION SERVICES]

May 11, 2022

Julian Lee, P.E.
Director of Public Works
14717 Burin Avenue
Lawndale, CA 90260

Re: Proposal to provide As-Needed Stuff Support Services

Dear Mr. Lee:

W.G. Zimmerman Engineering, Inc. (WGZE) is very excited about the opportunity to provide the City of Lawndale with As-needed Staff Support Services. We provide Staff Support Service to other Southern California Agencies on an as-needed basis. These agencies include, Signal Hill, Seal Beach, Mission Viejo and La Mirada.

Mr. Chris Cordero and Mike Brust will be our proposed Senior Level Engineer and Associate Engineer, respectively. Chris had previously provided staff support to the cities of South Pasadena, Carson, and Costa Mesa. Mike has provided services to the cities of Carson, Norwalk, and Seal Beach.

We propose the following Tasks on a Task Order Assignment:

On-site Engineer

- Provide services as directed
- Perform plan check and review for projects
- Perform plan check services for development projects
- Coordinate with other departments
- Prepare Request for Proposals
- Mange Consultants
- Assist in management of City's Capital Improvement Program
- Assist with Construction projects
- Coordinate daily with Director of Public Works on issues and concerns
- Conduct field visits as required
- Resolve issues and concerns as directed

We recommend both Chris and Mike two days a week for a maximum of 32 hours a week. Both are very knowledgeable on public works projects and have previously served as on-site staff support services. Their rates are provided below:

Chris Cordero - $170/hr
Mike Brust - $130/hr

The total amount of the contract is estimated at $14,400, not to exceed and on a time and materials basis.

We can start immediately. If you have any questions, please contact me directly at either (657) 945-8500 direct office line or (714) 412-1597 cell.

Sincerely,
W.G. Zimmerman Engineering, Inc.,

Bill Zimmerman PE, TE, PTOE
President

WGZE

W.G. Zimmerman Engineering, Inc.
7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647
(714) 799-1700 / (714) 333-4712 Fax

ATTACHMENT 4
Proposal Dated on May 11, 2022
for Staff Augmentation Services

May 11, 2022

Julian Lee, P.E.
Director of Public Works
14717 Burin Avenue
Lawndale, CA 90260

Re: Proposal to provide As-Needed Stuff Support Services

Dear Mr. Lee:

W.G. Zimmerman Engineering, Inc. (WGZE) is very excited about the opportunity to provide the City of Lawndale with As-needed Staff Support Services. We provide Staff Support Service to other Southern California Agencies on an as-needed basis. These agencies include, Signal Hill, Seal Beach, Mission Viejo and La Mirada.

Mr. Chris Cordero and Mike Brust will be our proposed Senior Level Engineer and Associate Engineer, respectively. Chris had previously provided staff support to the cities of South Pasadena, Carson, and Costa Mesa. Mike has provided services to the cities of Carson, Norwalk, and Seal Beach.

We propose the following Tasks on a Task Order Assignment:

On-site Engineer

- Provide services as directed
- Perform plan check and review for projects
- Perform plan check services for development projects
- Coordinate with other departments
- Prepare Request for Proposals
- Mange Consultants
- Assist in management of City's Capital Improvement Program
- Assist with Construction projects
- Coordinate daily with Director of Public Works on issues and concerns
- Conduct field visits as required
- Resolve issues and concerns as directed

We recommend both Chris and Mike two days a week for a maximum of 32 hours a week. Both are very knowledgeable on public works projects and have previously served as on-site staff support services. Their rates are provided below:

Chris Cordero - $170/hr
Mike Brust - $130/hr

The total amount of the contract is estimated at $14,400, not to exceed and on a time and materials basis.

We can start immediately. If you have any questions, please contact me directly at either (657) 945-8500 direct office line or (714) 412-1597 cell.

Sincerely,
W.G. Zimmerman Engineering, Inc.,

Bill Zimmerman, PE, TE, PTOE
President

WGZE

W.G. Zimmerman Engineering, Inc.
7812 Edinger Avenue, Suite 302
Huntington Beach, CA 92647
(714) 799-1700 / (714) 333-4712 Fax

Back to Agenda

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

SUBJECT: **Potential Cancellation of the Upcoming City Council Meeting**

BACKGROUND

The observed July 4th Holiday is soon approaching. As such, the City Council may wish to consider cancelling the following meeting that is scheduled for Tuesday, July 5, 2022, which is following the July 4th holiday.

STAFF REVIEW

A review of upcoming agenda items by the Department Heads found no pressing agenda items for the meeting listed above. At this time, cancelling the meeting will not present any impact on operations or City business. If cancelled, staff would ensure that necessary business is addressed at meetings prior to or following the proposed cancelled meeting and plan accordingly. If there is any unforeseen urgent business needing to be addressed, a special meeting could always be called, should the scheduled meeting be cancelled.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council cancel the following City Council meeting: Tuesday, July 5, 2022.

Back to Agenda

CITY OF LAWNDALE

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Councilmember Bernadette Suarez

PREPARED BY: Sean M. Moore, City Manager

SUBJECT: **Consideration of a Resolution of the City Council Opposing the Indian Lands Initiative Related to Sports Betting at American Indian Gaming Casinos and Licensed Racetracks in California**

BACKGROUND

California State Senator Bill Dodd introduced a constitutional amendment (SCA 6), which proposed to establish the California Sports Wagering and Consumer Protection Act in 2019. The Act would have authorized sports betting, including online or mobile sports betting, for horse race tracks and federally recognized Native American tribes. Most recently, an initiative backed by California tribes and race track operators has been proposed and now qualifies for the ballot in California as a combined initiated constitutional amendment and state statute on November 8, 2022. The initiative if approved by voters would allow sports betting at California tribal casinos and racetracks.

STAFF REVIEW

The proposed initiative if approved by voters seeks to change the California Constitution to allow sports betting at tribal gaming casinos and licensed racetracks throughout California. In addition, the proposed initiative would also allow roulette and dice games at tribal casinos exclusively impacting cardrooms and no specified taxes being paid to local governments.

Most importantly, cardrooms are a major employer of residents for a number of cities that provide additional general fund contributions to those cities, and any initiative or policy that will harm cardroom revenues will also negatively impact those communities and cities.

As a consequence of this initiative, the California Gaming Association (CGA), South Bay Cities Council of Governments, and California Contract Cities have expressed concerns and oppose this initiative.

LEGAL REVIEW

The City Attorney's Office has reviewed the attached resolution and approved it to form.

FISCAL IMPACT

No fiscal impacts.

Attachment A

Resolution No. CC-2206-028

RESOLUTION NO. CC-2206-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, OPPOSING THE INDIAN LANDS INITIATIVE RELATED TO SPORTS BETTING AT AMERICAN INDIAN GAMING CASINOS AND LICENSED RACETRACKS IN CALIFORNIA

WHEREAS, in 2019, California Senator Bill Dodd introduced SCA 6 which proposed to establish the California Sports Wagering and Consumer Protection Act. The Act would have authorized sports betting, including online or mobile sports betting, for horse race tracks and federally recognized "American Indian" tribes; and

WHEREAS, a new initiative, the California Legalize Sports Betting and American Indian Lands Initiative, has been proposed and now qualifies for the ballot in California as a combined initiated constitutional amendment and state statute on November 8, 2022; and

WHEREAS, the California Legalize Sports Betting and American Indian Lands initiative seeks to change the Constitution to allow sports betting at American Indian gaming casinos and licensed racetracks in California as well as legalize roulette and dice games, such as craps, at tribal casinos, thereby expanding their gaming exclusivity with no specified taxes being paid to state or local governments; and

WHEREAS, cardrooms are a major employer of residents for a number of cities that provide additional general fund contributions to those cities, and any initiative or policy that will harm cardroom revenues will also negatively impact those communities and cities; and

WHEREAS, the California Gaming Association (CGA), a trade association of licensed cardrooms and vendors, oppose the measure because it contains language that would primarily benefit Native American Casinos and subject other California card clubs to increased state regulations; and

WHEREAS, the City of Lawndale would join California Contract Cities Association, Gateway Cities Council of Government, and other local governments in their opposition to the California Legalize Sports Betting and American Indian Lands Initiative, along with the California Cities for Self-Reliance Joint Powers Authority also known as the Gaming Cities JPA and its member cities as it negatively affects cardrooms in communities that greatly depend on them.

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

SECTION 1. All of the recitals above are true and correct and are incorporated herein as if set forth in full.

SECTION 2. That the City Council affirms the City's opposition to the California Legalize Sports Betting and American Indian Lands Initiative.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 6th day of June, 2022.

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-2206-028 at a regular meeting of said Council held on the 6th day of June, 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

Attachment B

March 21, 2022, South Bay Cities Council of Governments
Notice of Opposition Letter

SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

2355 Crenshaw Blvd., #125
Torrance, CA 90501
(310) 371-7222
sbccog@southbaycities.org
www.southbaycities.org

March 21, 2022

Taxpayers Against Special Interest Monopolies
455 Capital Mall, Suite 600
Sacramento, CA 95814

RE: Ballot Initiative 19-0029A1: "California Sports Wagering Regulation and Unlawful Gambling Enforcement Act" – NOTICE OF OPPOSITION

To Whom It May Concern:

On behalf of the South Bay Cities Council of Governments (SBCCOG), I am writing to express our opposition to ballot initiative 19-0029A1, also known as the "California Sports Wagering Regulation and Unlawful Gambling Enforcement Act". Although the SBCCOG does not specifically oppose regulation and taxation of sports wagering, we must oppose the initiative because it does not include protections for nor benefit local cardrooms.

The SBCCOG believes the initiative unfairly targets local cardrooms and unfairly benefits tribal casinos. The initiative language states that the "best entities to safely operate sports wagering are Indian gaming casinos and Approved Racetrack Operators". If regulated sports wagering is allowed for those entities, it should also be allowed for local cardrooms. Additionally, tribal casinos would be allowed to sue their competitors, local cardrooms, with unlimited and meritless lawsuits, forcing them out of business. If passed, this initiative would threaten tens of thousands of jobs both directly and indirectly supported by cardrooms, as well as over $1.6 billion in wages annually.

Local governments would also lose $500 million in tax revenue, funding used to support a wide range of services including programs for youth and seniors, public health initiatives, and services for the homeless. Local communities would also lose over $5.5 billion in economic output generated by cardrooms statewide.

For these reasons, the SBCCOG opposes ballot initiative 19-0029A1 or the "California Sports Wagering Regulation and Unlawful Gambling Enforcement Act". Should you have any questions, please contact SBCCOG Executive Director, Jacki Bacharach, at (310) 371-7222.

Sincerely,

Drew Boyles, SBCCOG Chair
Mayor, City of El Segundo

Back to Agenda

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

DATE: June 6, 2022

TO: Honorable Mayor and City Council

FROM: Cynthia Rodriguez, Administrative Assistant II

SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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