



CITY OF LAWDALE

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

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, October 17, 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. **PRESENTATION**
 - a. Senator Steven Bradford's Office - Legislative Update
- D. **PUBLIC SAFETY REPORT**
- E. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- F. **COMMENTS FROM COUNCIL**
- G. **CONSENT CALENDAR**

Items 1 through 5, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

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. **Second Reading and Adoption of Ordinance No. 1191-22 amending the Municipal Code penalties for unlawful handbill distribution**
Recommendation: that the City Council read by title only, waive further reading, and adopt Ordinance No. 1191-22 amending the Lawndale Municipal Code to increase the citation amounts for non-permitted handbill distribution.
3. **Amendment to City's Conflict of Interest Code**
Recommendation: that the City Council adopt Resolution No. CC-2210-050 amending the City's Conflict of Interest Code and Rescinding Resolution No. CC-2009-050.
4. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2210-049 authorizing the payment of certain claims and demands in the amount of \$767,220.50
5. **Minutes of the Lawndale City Council Regular Meeting – October 3, 2022**
Recommendation: that the City Council approve.

H. ADMINISTRATION

6. **Potential Reschedule and/or Cancellation of Upcoming City Council Meetings**
Recommendation: that the City Council 1) Cancel the meeting of Monday, January 2, 2023; and 2) Determine if the November 8, 2022 General Municipal Election results and conduct of other election related matters should be declared at the Monday, December 19, 2022 City Council meeting; or 3) Cancel the Monday, December 19, 2022 City Council meeting and call for a special City Council meeting to declare the November 8, 2022 General Municipal Election results and conduct of other election related matters; or 4) Provide staff with other guidance and direction.
7. **Quarterly Investment Report for the Quarter Ended September 30, 2022**
Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended September 30, 2022.
8. **Professional Service Agreement Extension with De Novo Planning Group**
Recommendation: that the City Council approve to extend the professional service agreement with De Novo for the General Plan and Hawthorne Boulevard Specific Plan Update.
9. **Transtech Engineers, Inc. Contract Agreement Extension**
Recommendation: that the City Council 1) Approve the contract extension with Transtech Engineers, Inc. for staff augmentation services for the Community Development Department; and 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.

10. Update on Sales Tax Measure L Oversight Committee

Recommendation: that the City Council 1) Take no action and continue to rely on the annual audit and budget to demonstrate that the City is accountable and spending funds responsibly, or 2) Ask staff to bring back an item to City Council to create a Citizen Oversight Committee for the Sales Tax Measure.

11. Approval to Dispose of Two Vehicles for Public Works Department

Recommendation: that the City Council approve the sale of 2006 Toyota Prius and 2008 Ford Escape - Hybrid through our standard public auction process facilitated by Ken Porter Auctions in Carson, California.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

12. Mayor/City Councilmembers Report of Attendance at Meetings and/or Event

K. CLOSED SESSION

13. Conference with Labor Negotiator

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, November 7, 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 October 17, 2022 was posted not less than 72 hours prior to the meeting.

Cynthia Rodriguez, Administrative Assistant



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

DATE: October 13, 2022

TO: Honorable Mayor and City Council

FROM: Cynthia Rodriguez, Administrative Assistant II

SUBJECT: Presentation from Senator Bradford's Office – Legislative Update 

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



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DATE: October 17, 2022
TO: Honorable Mayor and City Council
FROM: Cynthia Rodriguez, Administrative Assistant II 
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

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

RECOMMENDATION

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



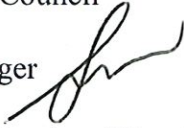
CITY OF LAWDALE

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14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
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DATE: October 17, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Michael Reyes, Municipal Services Director 

SUBJECT: **Second Reading and Adoption of Ordinance No. 1191-22 amending the Municipal Code penalties for unlawful handbill distribution.**

BACKGROUND

On October 3, 2022 the City Council introduced and approved the first reading of Ordinance No. 1191-22 and Resolution CC-2209-047 amending the Lawndale Municipal Code (LMC) to update the City's penalty amounts for the unlawful distribution of handbills.

STAFF REVIEW

At the October 3, 2022 City Council meeting, the City Council was presented with a staff report recommending an increase to the bail amounts for handbill distribution by commercial businesses. The City Council heard and approved Resolution No. CC-2209-047 amending the City's Fine Schedule, and heard and approved the first reading of Ordinance No. 1191-22 amending the Municipal Code penalties for unlawful handbill distribution. This staff report is for the second reading of the recommendation by staff to increase the bail amounts for handbill distribution.

The amendments to the LMC are explained at length in the attached ordinance, but for clarity each is summarized as follows:

Ordinance No. 1176-20 will amend the City's Municipal Code and allow for the increase of fees from \$100, \$200, and \$500 to increase to \$250, \$750, and \$1,000 respectively for the first, second, and third offenses of the Municipal Code regarding the distribution of handbills.

Resolution No. CC-2209-40 will amend the City's fine schedule.

LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1191-22 and has approved it as to form.

FISCAL REVIEW

Staff anticipates no added costs for this increase to bail amounts, and expects that these new bail amounts will in fact encourage compliance from larger companies that are illegally engaging in the distribution of handbills until such time as compliance is reached.

RECOMMENDATION

Staff recommends that the City Council read by title only, waive further reading, and adopt Ordinance No. 1191-22 amending the Lawndale Municipal Code to increase the citation amounts for non-permitted handbill distribution.

Attachments: Ordinance 1191-22

Amendment to Lawndale Municipal Code to Increase Citation Amounts for Non-Permitted Handbill Distribution

Resolution CC-2209-047

City Council Approval of Increase to Citation Amounts for Non-Permitted Handbill Distribution

ORDINANCE NO. 1191-22

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA,
AMENDING SECTION 8.90.040 (VIOLATIONS) OF CHAPTER 8.90 (UNLAWFUL
DISTRIBUTION OF HANDBILLS) OF TITLE 8 (HEALTH AND SAFETY) OF THE
LAWNSDALE MUNICIPAL CODE TO INCREASE THE PENALTIES FOR VIOLATIONS OF
THE CHAPTER**

WHEREAS, The City of Lawnsdale has made it unlawful for any person to throw, deposit, leave, place or to cause the throwing, depositing, leaving or placing of any commercial or noncommercial handbill or unsolicited newspaper on any property open to the public within the City including vehicle windshield; and

WHEREAS, the City of Lawnsdale therefore does not allow for the distribution of flyers and handbills within the City limits, unless permission to distribute materials has been granted by permit through the proper City channels and provides for a schedule of fines for violations of this prohibition; and

WHEREAS, the City has become aware that there are a number of large companies operating in neighboring cities that are distributing handbills within the City of Lawnsdale, and the existing fine amounts are not greater than the profits that these companies realize by illegally distributing handbills, making it difficult to discourage their illegal actions;

WHEREAS, the City has an interest in working within the allowable limits set by the State of California for code violation fines in order to discourage said illegal actions.

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

SECTION 1. Title 8, Chapter 8.90, Section 8.90.040 (Violations) is amended to read in its entirety as follows:

Any person violating the provisions of this chapter shall be subject to penalties in the amount of \$500 for the first violation, \$750 for the second violation, and \$1,000 for the third violation. Each day a violation of this chapter exists without correction shall constitute a new and separate violation punishable as a separate infraction, misdemeanor, and/or civil violation, as the case may be.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at the City Hall, the Lawndale Community Center and the United States Post Office, Lawndale Branch.

PASSED, APPROVED, AND ADOPTED this 3rd day of October, 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 duly introduced the foregoing Ordinance No. 1191-22 at its City Council meeting held on the 3rd day of October, 2022, and duly approved and adopted said ordinance at its regular meeting held on the 17th day of October, 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

RESOLUTION NO. CC-2209-047

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNGDALE, CALIFORNIA
ADOPTING AN INCREASE TO ADMINISTRATIVE CITATIONS FEES ISSUED TO
BUSINESSES FOR THE DISTRIBUTION OF HANDBILLS WITHOUT PERMISSION**

WHEREAS, Article XI, Section 7 of the California Constitution gives the City Council of the City of Lawndale authority to make and enforce regulations to protect the health, safety and welfare of the City's residents; and

WHEREAS, pursuant to Government Code Section 53069.4 (a)(1), the City Council may by ordinance make any violation of any ordinance enacted by the City Council subject to an administrative fine; and

WHEREAS, on August 17, 2020, the City Council adopted Ordinance No. 1174-20, establishing Chapter 1.11 of the Lawndale Municipal Code, which makes any violation of the Lawndale Municipal Code subject to an administrative fine or penalty; and

WHEREAS, the City Council has determined that there is a need to adopt an increase in fine amounts issued to businesses for the distribution of handbills.

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

SECTION 1. Pursuant to Title 1, Chapter 1.11 of the Lawndale Municipal Code the administrative fine schedule for municipal code violations shall be \$100 for the first violation, \$250 for the second violation, and \$500 for the third violation, except for violations of Chapter 8.90 of the Lawndale Municipal Code which shall begin at \$500 for the first violation, \$750 for the second violation, and \$1,000 for the third violation.

SECTION 2. The City Clerk Department shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions

SECTION 3. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of October, 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-2209-047 at a regular meeting of said Council held on the 3rd day of October, 2022, by the following roll call vote:

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

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

October 17, 2022

TO: Honorable Mayor and City Council
FROM: Sean M. Moore, City Manager 
PREPARED BY: Yvette Hall, Assistant City Clerk 
SUBJECT: **Amendment to City's Conflict of Interest Code**

BACKGROUND

The Political Reform Act was adopted by the people of the state of California in 1974. The legislative intent of the act was, in part, that the "assets and income of public officials which may be materially affected by their official actions should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that conflicts of interest may be avoided." The act requires members of City Council, City Manager, City Attorney, City Treasurer (Director of Finance) and Planning Commissioners to disclose all assets and income that might be materially affected by their decisions. The act also requires that every agency "adopt and promulgate" a conflict of interest code. Such codes designate other officials who are required to disclose certain financial interests by filing Statements of Economic Interests (Form 700).

The main sections of the City's Conflict of Interest Code are comprised of the following:

- The officials who are required to file Form 700, and
- The specific types of financial interests they must disclose.

The Political Reform Act requires every local government agency to review its Conflict of Interest Code of Designated Positions and reporting categories every two years to determine if it is accurate or, alternatively, if an amendment is required. 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).

On or before July 1 of each even-numbered year, the code reviewing body (the City Council) must notify their jurisdiction to review its Conflict of Interest Code. On June 6, 2022 the City Council was notified of the requirement to review its Conflict of Interest Code.

By October 3, 2022 a Local Agency Biennial Notice must be filed with the code reviewing body indicating whether an amendment is necessary. On September 19, 2022 the code reviewing body (the City Council) was notified that an amendment was necessary and a Local Agency Biennial Notice was filed with the City Council. Within 90 days of filing the Local Agency Biennial Notice, any amendments must be submitted for

City Council Meeting – October 17, 2022
Amendment to City's Conflict of Interest Code

approval by the City Council.

The City's current Conflict of Interest Code (attached) was last approved by the City Council in September 2020.

STAFF REVIEW

In designing its conflict of interest code, a public agency must determine what types of financial interests might be affected by any particular official's actions. The agency must specifically tailor its conflict of interest code so as not to require the reporting of financial interests that cannot be affected by the public official's actions.

Each position listed in the code is required to report only those types of financial interests which might be affected by their making or participating in the making of governmental decisions.

The current Conflict of Interest Code was reviewed by the respective Department Directors, City Manager, City Attorney and the Assistant City Clerk. The following are the recommended changes:

Add New Positions to Conflict of Interest Code	Department	Disclosure Category
Community Development Manager	Community Development	1(a), (b), (c)
Executive Assistant	City Manager	3(a), (b), (c)
Office Assistant/Personnel Assistant	Administrative Services	2(b), 5(b)
Administrative Assistant II	Public Works	2(b), 3 (a), (b), (c), 4(b)

Add New Disclosure Category to Existing Position	Department	Disclosure Category
Administrative Analyst	Public Works	3(a), (b), (c)

Staff recommends that the City Council adopt Resolution No. CC-2210-050 which would implement these changes. If the City Council believes that other positions should be designated in the code or that the incumbent in a position already designated in the code should disclose different financial interests than currently required by the code, City Council should direct staff accordingly.

LEGAL REVIEW

The City Attorney has reviewed and approved the proposed revisions, and reviewed the resolution and approves as to form.

FUNDING

None.

City Council Meeting – October 17, 2022
Amendment to City's Conflict of Interest Code

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2210-050 amending the City's Conflict of Interest Code and Rescinding Resolution No. CC-2009-050.

Attachments: 1. Resolution No. CC-2210-050
2. Proposed Amendments to Conflict of Interest Code, redlined
2. Current Conflict of Interest Code, Resolution No. CC-2009-050

RESOLUTION NO. CC-2210-050

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA
AMENDING THE CITY'S CONFLICT OF INTEREST CODE BY
UPDATING THE POSITIONS DESIGNATED IN THE CODE AND RESCINDING
RESOLUTION NO. CC-2009-050**

WHEREAS, the Political Reform Act of 1974 ("Act"), California Government Code Section 81000, et seq., requires every state or local government agency to adopt and promulgate a conflict of interest code; and

WHEREAS, the Act requires that every local agency review its conflict of interest code every two years; and

WHEREAS, on September 19, 2022, the Lawndale City Council directed the City's staff and the City Attorney to review the *Conflict of Interest Code of the City of Lawndale, California* ("Code") and submit their findings to the City Council no later than 90 days of filing the Local Agency Biennial Notice; and

WHEREAS, all persons designated in an agency's conflict of interest code must file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700, within 30 days of assuming or leaving office and once annually while in office; and

WHEREAS, the City Clerk is designated as the filing official for Form 700s and must notify all officials designated in the conflict of interest code of their reporting obligations; and

WHEREAS, City staff and the City Attorney have recommended certain revisions of the designated positions delineated in Appendix "A" Designated Positions; and

WHEREAS, the City Council has reviewed the recommendations of the staff and City Attorney determined that the recommendations are appropriate.

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

SECTION 1. The *Conflict of Interest Code of the City of Lawndale, California*, attached hereto as Exhibit "A", is hereby adopted and all previous versions of the Code are rescinded.

SECTION 2. The City Clerk Department is directed to notify those persons whose positions are newly designated in the Code of their obligation to file Statements of Economic Interests, FPPC Form 700, as required by state law, with an Assuming Office date of October 17, 2022.

SECTION 3. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 17th day of October, 2022.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los) SS
Angeles 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-2210-050 at a regular meeting of said Council held on the 17th day of October, 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

CONFLICT OF INTEREST CODE OF THE CITY OF LAWNDAL, CALIFORNIA

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix "A" designating officials and employees and Appendix "B" establishing disclosure categories shall constitute the conflict of interest code of the City of Lawndale, California.

Designated employees shall file their statements with the City of Lawndale which will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the City of Lawndale.

EXHIBIT A

APPENDIX "A"

DESIGNATED POSITIONS*

DISCLOSURE CATEGORY

City Attorney's Office
Assistant City Attorney

1(a),(b),(c)

Administrative Services Department
Assistant to the City Manager/Director of Human Resources
Office Assistant/Personnel Assistant

1(a),(b),(c)
2(b), 5(b)

City Manager
Executive Assistant

3(a),(b),(c)

City Clerk's Department
City Clerk
Assistant City Clerk
Deputy City Clerk
Administrative Assistant II

1(a),(b),(c)
1(a),(b),(c)
2(b), 3(b)
2(b), 3(b)

Community Development Department
Director of Community Development
Community Development Manager
Senior Planner
Associate Planner
Assistant Planner
Building & Safety Plan Check Engineer
Building Inspector
Building Permit Technician
Administrative Assistant II

1(a),(b),(c)
1(a),(b),(c)
1(a), 4(a),(b),(c), 5(a)
2(a), 4(a), (b),(c), 5(a)
2(a), 4(a),(b),(c), 5(a)
3(a),(b),(c), 4(a),(b),(c)
3(a),(b),(c), 4(a),(b),(c)
4(a),(b),(c)
2(b), 4(b)

Community Services Department
Director of Community Services
Community Services Supervisor
Community Services Coordinator
Administrative Assistant II
Recreation Coordinator

1(a),(b),(c)
2(b), 4(b), 5(b)
2(b), 5(b)
2(b), 5(b)
2(b), 5(b)

Finance Department
Accounting Manager
Payroll/Accounting Specialist
Accounting Specialist

2(a), 4(a)(b), 5(b),(c)
2(a), 4(a),(b),(c), 5(c)
2(a), 4(a),(b),(c), 5(c)

Municipal Services Department
Director of Municipal Services
Municipal Services Supervisor
Code Enforcement Officer I
Code Enforcement Officer II
Municipal Services Officer I
Municipal Services Officer II
Administrative Assistant II

1(a),(b),(c)
2(b), 3(a),(c), 4(a),(b),(c)
3(a),(c), 4(a),(b),(c)
3(a),(c), 4(a),(b),(c)
3(a),(c), 4(a),(b),(c)
3(a),(c), 4(a),(b),(c)
2(b), 4(a),(b), (c)

Public Works Department

Director of Public Works

1(a),(b),(c)

Assistant Engineer

2(b), 3(a),(b),(c), 4(b), 5(b)

Associate Engineer

2(b), 3(a),(b),(c), 4(b), 5(b)

Public Works Maintenance Supervisor

2(b), 3(a),(b),(c), 4(b), 5(b)

Public Works Inspector

3(b),(c), 4(a),(b),(c)

Administrative Analyst

2(b), 3(a),(b),(c) 5(b)

Administrative Assistant II

2(b), 3(a),(b),(c), 4(b)

City Council Advisory Bodies

Parks, Recreation, and Social Service Commissioners

2(b), 5(b),(c)

Consultants**

* This list includes filers who are required to file Statements of Economic Interests under the City's Conflict of Interest Code. Some filers are already required to do this under state law, including all councilmembers, members of the Planning Commission, City Manager, City Attorney, City Treasurer, and other public officials who manage public investments, to candidates for any of these offices at any election (Cal. Government Code section 87200).

** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX "B"

DISCLOSURE CATEGORIES

Definitions

- The term "City" includes the Lawndale Successor Agency, Lawndale Housing Authority, the Lawndale Cable Usage Corporation and the Lawndale Public Financing Authority.
- The term "interest in real property" has the meaning given in GC 82033.
- The term "investment" has the meaning given in GC 82034.
- The term "income" has the meaning given in GC 82030, which includes gifts, loans, and travel payments.

Disclosure Category 1 - Designated employees must report:

- (a) All interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within the boundaries of the City of Lawndale. No disclosure need be made concerning the principal residence of the designated employee.
- (b) All investments and business positions in business entities located within or subject to the jurisdiction of the City of Lawndale, or if the business entity is doing business or planning to do business in the City of Lawndale, or has done business within the City of Lawndale at any time during the two years prior to the filing of the statement.
- (c) All income from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

Disclosure Category 2 - Designated employees have duties that include contracting or purchasing and must report:

- (a) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the City.
- (b) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the designated employee's department or division.

Disclosure Category 3 - Designated employees have duties that relate to construction and must report:

- (a) Investments and business positions in and income from business entities engaged in building or material supply.
- (b) Investment and business positions in and income from, business entities engaged in the construction of public works projects and related services, including equipment and machinery.
- (c) Investments and business positions in and income from business entities engaged in construction and related services, including equipment and machinery.

Disclosure Category 4 - Designated employees have duties that include the issuance or enforcement of City permits and licenses and must report:

- (a) Investments and business positions in and income from business entities which are or could reasonably be expected to become licensed or taxed by the City of Lawndale.
- (b) Investments and business positions in and income from business entities which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.
- (c) Interests in real property which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.

Disclosure Category 5 - Designated employees must report:

- (a) Investments, business positions in, and income from business entities which engage in land development, construction or related to the acquisition or sale of real property.
- (b) Investments and business positions in and income from entities which provide training, services or facilities of the type utilized by the City.
- (c) Investments and positions in and income from a nonprofit organization located or operating in the City of Lawndale if the source is of the type to receive grants or other monies from the City.

CONFLICT OF INTEREST CODE OF THE CITY OF LAWNDAL, CALIFORNIA

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix "A" designating officials and employees and Appendix "B" establishing disclosure categories shall constitute the conflict of interest code of the City of Lawndale, California.

Designated employees shall file their statements with the City of Lawndale which will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the City of Lawndale.

APPENDIX "A"
CONFLICT OF INTEREST CODE PROPOSED AMENDMENTS
Redlined Designated Positions

<u>DESIGNATED POSITIONS*</u>	<u>DISCLOSURE CATEGORY</u>
<u>City Attorney's Office</u> Assistant City Attorney	1(a),(b),(c)
<u>Administrative Services Department</u> Assistant to the City Manager/Director of Human Resources <u>Office Assistant/Personnel Assistant</u>	1(a),(b),(c) 2(b), 5(b)
<u>City Manager</u> <u>Executive Assistant</u>	3(a),(b),(c)
<u>City Clerk's Department</u> City Clerk Assistant City Clerk Deputy City Clerk Administrative Assistant II	1(a),(b),(c) 1(a),(b),(c) 2(b), 3(b) 2(b), 3(b)
<u>Community Development Department</u> Director of Community Development <u>Community Development Manager</u> Senior Planner Associate Planner Assistant Planner Building & Safety Plan Check Engineer Building Inspector Building Permit Technician Administrative Assistant II	1(a),(b),(c) 1(a),(b),(c) 1(a), 4(a),(b),(c), 5(a) 2(a), 4(a), (b),(c), 5(a) 2(a), 4(a),(b),(c), 5(a) 3(a),(b),(c), 4(a),(b),(c) 3(a),(b),(c), 4(a),(b),(c) 4(a),(b),(c) 2(b), 4(b)
<u>Community Services Department</u> Director of Community Services Community Services Supervisor Community Services Coordinator Administrative Assistant II Recreation Coordinator	1(a),(b),(c) 2(b), 4(b), 5(b) 2(b), 5(b) 2(b), 5(b) 2(b), 5(b)
<u>Finance Department</u> Accounting Manager Payroll/Accounting Specialist Accounting Specialist	2(a), 4(a)(b), 5(b),(c) 2(a), 4(a),(b),(c), 5(c) 2(a), 4(a),(b),(c), 5(c)
<u>Municipal Services Department</u> Director of Municipal Services Municipal Services Supervisor Code Enforcement Officer I Code Enforcement Officer II Municipal Services Officer I Municipal Services Officer II Administrative Assistant II	1(a),(b),(c) 2(b), 3(a),(c), 4(a),(b),(c) 3(a),(c), 4(a),(b),(c) 3(a),(c), 4(a),(b),(c) 3(a),(c), 4(a),(b),(c) 3(a),(c), 4(a),(b),(c) 2(b), 4(a),(b),(c)

Public Works Department

Director of Public Works	1(a),(b),(c)
Assistant Engineer	2(b), 3(a),(b),(c), 4(b), 5(b)
Associate Engineer	2(b), 3(a),(b),(c), 4(b), 5(b)
Public Works Maintenance Supervisor	2(b), 3(a),(b),(c), 4(b), 5(b)
Public Works Inspector	3(b),(c), 4(a),(b),(c)
Administrative Analyst	2(b), 3(a),(b),(c) 5(b)
Administrative Assistant II	2(b), 3(a),(b),(c), 4(b)

City Council Advisory Bodies

Parks, Recreation, and Social Service Commissioners	2(b), 5(b),(c)
---	----------------

Consultants**

* This list includes filers who are required to file Statements of Economic Interests under the City's Conflict of Interest Code. Some filers are already required to do this under state law, including all councilmembers, members of the Planning Commission, City Manager, City Attorney, City Treasurer, and other public officials who manage public investments, to candidates for any of these offices at any election (Cal. Government Code section 87200).

** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX "B"

DISCLOSURE CATEGORIES

Definitions

- The term "City" includes the Lawndale Successor Agency, Lawndale Housing Authority, the Lawndale Cable Usage Corporation and the Lawndale Public Financing Authority.
- The term "interest in real property" has the meaning given in GC 82033.
- The term "investment" has the meaning given in GC 82034.
- The term "income" has the meaning given in GC 82030, which includes gifts, loans, and travel payments.

Disclosure Category 1 - Designated employees must report:

- (a) All interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within the boundaries of the City of Lawndale. No disclosure need be made concerning the principal residence of the designated employee.
- (b) All investments and business positions in business entities located within or subject to the jurisdiction of the City of Lawndale, or if the business entity is doing business or planning to do business in the City of Lawndale, or has done business within the City of Lawndale at any time during the two years prior to the filing of the statement.
- (c) All income from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

Disclosure Category 2 - Designated employees have duties that include contracting or purchasing and must report:

- (a) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the City.
- (b) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the designated employee's department or division.

Disclosure Category 3 - Designated employees have duties that relate to construction and must report:

- (a) Investments and business positions in and income from business entities engaged in building or material supply.
- (b) Investment and business positions in and income from, business entities engaged in the construction of public works projects and related services, including equipment and machinery.
- (c) Investments and business positions in and income from business entities engaged in construction and related services, including equipment and machinery.

Disclosure Category 4 - Designated employees have duties that include the issuance or enforcement of City permits and licenses and must report:

- (a) Investments and business positions in and income from business entities which are or could reasonably be expected to become licensed or taxed by the City of Lawndale.
- (b) Investments and business positions in and income from business entities which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.
- (c) Interests in real property which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.

Disclosure Category 5 - Designated employees must report:

- (a) Investments, business positions in, and income from business entities which engage in land development, construction or related to the acquisition or sale of real property.
- (b) Investments and business positions in and income from entities which provide training, services or facilities of the type utilized by the City.
- (c) Investments and positions in and income from a nonprofit organization located or operating in the City of Lawndale if the source is of the type to receive grants or other monies from the City.

RESOLUTION NO. CC-2009-050

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
AMENDING THE CITY'S CONFLICT OF INTEREST CODE
BY UPDATING THE POSITIONS DESIGNATED IN THE CODE**

WHEREAS, the Political Reform Act of 1974 ("Act"), California Government Code Section 81000, et seq., requires every state or local government agency to adopt and promulgate a conflict of interest code; and

WHEREAS, the Act requires that every local agency review its conflict of interest code every two years; and

WHEREAS, on June 1, 2020, the Lawndale City Council directed the City's staff and the City Attorney to review the *Conflict of Interest Code of the City of Lawndale, California* ("Code") and submit their findings to the City Council no later than October 1, 2020; and

WHEREAS, all persons designated in an agency's conflict of interest code must file a Statement of Economic Interests (FPPC Form 700) within 30 days of assuming or leaving office and once annually while in office; and

WHEREAS, the City Clerk is designated as the filing official for Form 700s and must notify all officials designated in the conflict of interest code of their reporting obligations; and

WHEREAS, City staff and the City Attorney have recommended certain revisions of the designated positions delineated in Appendices "A" Code; and

WHEREAS, the City Council has reviewed the recommendations of the staff and City Attorney determined that the recommendations are appropriate.

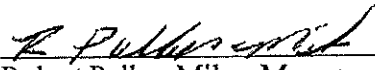
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDAL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The *Conflict of Interest Code of the City of Lawndale, California*, attached hereto as Exhibit "A", is hereby adopted and all previous versions of the Code are rescinded.

SECTION 2. The City Clerk Department is directed to notify those persons whose positions are newly designated in the Code of their obligation to file Statements of Economic Interests, FPPC Form 700, as required by state law, with an Assuming Office date of October 1, 2020.

SECTION 3. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 21st day of September, 2020.


Robert Pullen-Miles, Mayor

ATTEST:

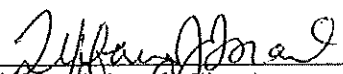
State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, 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-2009-050 at a regular meeting of said Council held on the 21st day of September, 2020, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor	X				
Bernadette Suarez, Mayor Pro Tem	X				
Pat Kearney	X				
James H. Osborne	X				
Daniel Reid	X				


Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:


Tiffany J. Israel, City Attorney

CONFLICT OF INTEREST CODE OF THE CITY OF LAWNDAL, CALIFORNIA

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix "A" designating officials and employees and Appendix "B" establishing disclosure categories shall constitute the conflict of interest code of the City of Lawndale, California.

Designated employees shall file their statements with the City of Lawndale which will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the City of Lawndale.

APPENDIX "A"

DESIGNATED POSITIONS*

DISCLOSURE CATEGORY

City Attorney's Office

Assistant City Attorney

1(a),(b),(c)

Administrative Services Department

Assistant to the City Manager/Director of Human Resources

1(a),(b),(c)

City Clerk's Department

City Clerk

1(a),(b),(c)

Assistant City Clerk

1(a),(b),(c)

Deputy City Clerk

2(b), 3(b)

Administrative Assistant II

2(b), 3(b)

Community Development Department

Director of Community Development

1(a),(b),(c)

Senior Planner

1(a), 4(a),(b),(c), 5(a)

Associate Planner

2(a), 4(a), (b),(c), 5(a)

Assistant Planner

2(a), 4(a),(b),(c), 5(a)

Building & Safety Plan Check Engineer

3(a),(b),(c), 4(a),(b),(c)

Building Inspector

3(a),(b),(c), 4(a),(b),(c)

Building Permit Technician

4(a),(b),(c)

Administrative Assistant II

2(b), 4(b)

Community Services Department

Director of Community Services

1(a),(b),(c)

Community Services Supervisor

2(b), 4(b), 5(b)

Community Services Coordinator

2(b), 5(b)

Administrative Assistant II

2(b), 5(b)

Recreation Coordinator

2(b), 5(b)

Finance Department

Accounting Manager

2(a), 4(a)(b), 5(b),(c)

Payroll/Accounting Specialist

2(a), 4(a),(b),(c), 5(c)

Accounting Specialist

2(a), 4(a),(b),(c), 5(c)

Municipal Services Department

Director of Municipal Services

1(a),(b),(c)

Municipal Services Supervisor

2(b), 3(a),(c), 4(a),(b),(c)

Code Enforcement Officer I

3(a),(c), 4(a),(b),(c)

Code Enforcement Officer II

3(a),(c), 4(a),(b),(c)

Municipal Services Officer I

3(a),(c), 4(a),(b),(c)

Municipal Services Officer II

3(a),(c), 4(a),(b),(c)

Administrative Assistant II

2(b), 4(a),(b),(c)

Public Works Department

Director of Public Works

1(a),(b),(c)

Assistant Engineer

2(b), 3(a),(b),(c), 4(b), 5(b)

Associate Engineer

2(b), 3(a),(b),(c), 4(b), 5(b)

Public Works Maintenance Supervisor

2(b), 3(a),(b),(c), 4(b), 5(b)

Public Works Inspector

3(b),(c), 4(a),(b),(c)

Administrative Analyst

2(b), 5(b)

City Council Advisory Bodies

Parks, Recreation, and Social Service Commissioners

2(b) 5(b),(c)

Consultants**

* This list includes filers who are required to file Statements of Economic Interests under the City's Conflict of Interest Code. Some filers are already required to do this under state law, including all councilmembers, members of the Planning Commission, City Manager, City Attorney, City Treasurer, and other public officials who manage public investments, to candidates for any of these offices at any election (Cal. Government Code section 87200).

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APPENDIX "B"

DISCLOSURE CATEGORIES

Definitions

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- (b) All investments and business positions in business entities located within or subject to the jurisdiction of the City of Lawndale, or if the business entity is doing business or planning to do business in the City of Lawndale, or has done business within the City of Lawndale at any time during the two years prior to the filing of the statement.
- (c) All income from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

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- (b) Investments and business positions in and income from entities which provide training, services or facilities of the type utilized by the City.
- (c) Investments and positions in and income from a nonprofit organization located or operating in the City of Lawndale if the source is of the type to receive grants or other monies from the City.

RESOLUTION NO. CC-2210-049

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$767,220.50**

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

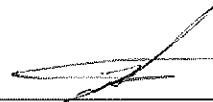
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,
the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the
availability of funds for the payment thereof.

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

SECTION 3. That the claims and demands paid by check numbers 203308 through 203367
for the aggregate total of \$767,220.50 are hereby authorized.

Effective Date: October 17th, 2022

Approved by:



Hrant Manuelian, Director of Finance

PASSED, APPROVED AND ADOPTED this 17th day of October, 2022.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2210-049 at a regular meeting of said Council held on the 17th day of October, 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	Beginning	Check Number	Ending	Aggregate Total
9/29/2022	203308	203342	203342	76,620.34
9/29/2022	203343	203343	203343	82,564.85
10/6/2022	203344	203366	203366	597,435.31
10/6/2022	203367	203367	203367	10,600.00
Total Checks				767,220.50

Check# 203356 is a reissuance of previously approved check# 203328.

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			767,220.50

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 09/28/2022

Time: 5:10 pm

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203308	09/29/2022	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	927.50
203309	09/29/2022	Printed		7457	BEACH ELECTRIC COMPANY	ELECTRIC CIRCUIT PANEL FOR CSD	1,900.00
203310	09/29/2022	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - AUG. 2022	36,196.30
203311	09/29/2022	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	SEPT 2022-INS PRE-TAX/POST TAX	2,338.16
203312	09/29/2022	Printed		3886	SIRLEY CUEVAS	MILEAGE, PARKING & REFRESHMENT	136.02
203313	09/29/2022	Printed		7981	BICH DANG	PLANNING DEPOSIT REFUND	1,078.99
203314	09/29/2022	Printed		7986	MICHAEL DEAN	PLANNING DEPOSIT REFUND	827.01
203315	09/29/2022	Printed		0216	DELTA DENTAL	SEPT. 2022 DENTAL PREMIUM	1,947.34
203316	09/29/2022	Printed		0389	DELTA DENTAL INS	SEPT. 2022 DENTAL PREMIUM	236.41
203317	09/29/2022	Printed		7984	JAMES H. DEWEY	PLANNING DEPOSIT REFUND	645.94
203318	09/29/2022	Printed		7903	E.B. FOODS	PLANNING DEPOSIT REFUND	814.09
203319	09/29/2022	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	381.68
203320	09/29/2022	Printed		7982	FINESSE REMODELING&CONSULTING	PLANNING DEPOSIT REFUND	612.47
203321	09/29/2022	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE FOR PWD	85.80
203322	09/29/2022	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	3,048.94
203323	09/29/2022	Printed		6231	GREENLAND SUPPLY INC.	IRRIGATION PARTS	47.30
203324	09/29/2022	Printed		0283A	HDL COREN & CONE	2021-22 ACFR STATISTICAL PACKA	795.00
203325	09/29/2022	Printed		7786	THINH DUC HOANG	PLANNING DEPOSIT REFUND	825.21
203326	09/29/2022	Printed		7985	ALEXANDER ILICHEV	PLANNING DEPOSIT REFUND	933.00
203327	09/29/2022	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE ASSIST PROGRAM	81.51
203328	09/29/2022	Printed		7770	VALERIE MOHLER	PLANNING DEPOSIT REFUND	1,164.44
203329	09/29/2022	Printed		6701	NEW PIG CORPORATION	PIG DRI LOOSE ABSORBENT	415.60
203330	09/29/2022	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	294.52
203331	09/29/2022	Printed		7668	HAMID POURNAMDARI	PLANNING DEPOSIT REFUND	1,788.65
203332	09/29/2022	Printed		7983	JUAN CARLOS RODRIGUEZ	PLANNING DEPOSIT REFUND	1,285.79
203333	09/29/2022	Printed		6379	SHI INTERNATIONAL CORP	KEYBOARD & MOUSE FOR ASSISTANT	108.05
203334	09/29/2022	Printed		7988	SOUTH BAY MORTGAGE APTS	PLANNING DEPOSIT REFUND	834.19
203335	09/29/2022	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	84.55
203336	09/29/2022	Printed		1739	STREET DECOR, INC.	STREET POLE BANNERS	8,231.01
203337	09/29/2022	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - AUG. 2022	145.00
203338	09/29/2022	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,445.88
203339	09/29/2022	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	5,060.38
203340	09/29/2022	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM SEPT. 2022	911.68
203341	09/29/2022	Printed		0480	VISTA PAINT	GRAFFITI PAINT SUPPLIES	169.81
203342	09/29/2022	Printed		7987	NING ZHENG	PLANNING DEPOSIT REFUND	822.12
				Total Checks: 35			Checks Total (excluding void checks): 76,620.34
				Total Payments: 35			Bank Total (excluding void checks): 76,620.34
				Total Payments: 35			Grand Total (excluding void checks): 76,620.34

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 09/29/2022
Time: 9:39 am
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203343	09/29/2022	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	82,564.85
				Total Checks: 1	Checks Total (excluding void checks):		82,564.85
				Total Payments: 1	Bank Total (excluding void checks):		82,564.85
				Total Payments: 1	Grand Total (excluding void checks):		82,564.85

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 10/06/2022
 Time: 8:59 am
 Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203344	10/06/2022	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CSD 3RD FLOOR KITCHEN MONTHLY	402.00
203345	10/06/2022	Printed		0115	AT & T	LONG DISTANCE SERVICES	15.68
203346	10/06/2022	Printed		6608	BELLAGIO CAR WASH	CAR WASH - AUG. 2022	165.00
203347	10/06/2022	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	12,495.00
203348	10/06/2022	Printed		7967	ESTELA CENICEROS	PLANNING DEPOSIT REFUND	49.15
203349	10/06/2022	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,896.24
203350	10/06/2022	Printed		7994	JAMSHED DELLAWAR	PLANNING DEPOSIT REFUND	1,248.90
203351	10/06/2022	Printed		5702	DIV OF THE STATE ARCHITECT	Q3 2022 CASP FEE REPORT	50.40
203352	10/06/2022	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	559,712.27
203353	10/06/2022	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
203354	10/06/2022	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING SERVICES -	6,930.00
203355	10/06/2022	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
203356	10/06/2022	Printed		7770	VALERIE MOHLER	PLANNING DEPOSIT REFUND	1,164.44
203357	10/06/2022	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL/DRUG SCREEN	49.00
203358	10/06/2022	Printed		3781	PARS	FY 2022/23 PARS FEES	7,200.00
203359	10/06/2022	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
203360	10/06/2022	Printed		7993	KENNETH ROBERTS	PLANNING DEPOSIT REFUND	268.04
203361	10/06/2022	Printed		4846	SCPLRC MEMBERSHIP	2022/2023 MEMBERSHIP DUE	300.00
203362	10/06/2022	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
203363	10/06/2022	Printed		6810	SMOKE GUARD CALIFORNIA INC	ANNUAL SMOKE GUARD SVCS &	2,855.00
203364	10/06/2022	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	978.20
203365	10/06/2022	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	434.35
203366	10/06/2022	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	455.18
Total Checks: 23						Checks Total (excluding void checks):	597,435.31
Total Payments: 23						Bank Total (excluding void checks):	597,435.31
Total Payments: 23						Grand Total (excluding void checks):	597,435.31

Check Register Report

Date: 10/06/2022
 Time: 10:11 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							
203367	10/06/2022	Printed		7575	ROGERS, ANDERSON, MALODY &	TAX RETURNS- LAWNDALIAN &	10,600.00
				Total Checks: 1			Checks Total (excluding void checks): 10,600.00
				Total Payments: 1			Bank Total (excluding void checks): 10,600.00
				Total Payments: 1			Grand Total (excluding void checks): 10,600.00

**MINUTES OF THE
LAWNDAL CITY COUNCIL REGULAR MEETING
October 3, 2022**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:34 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, City Attorney Greg Murphy, Assistant City Clerk Yvette Hall, Los Angeles County Sheriff's Department Lieutenant Jose Salgado, Community Services Director Mike Estes, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Interim Public Works Director Ahmad Ansari

B. CEREMONIALS

Mayor Pro Tem Rhonda Hofmann Gorman led the flag salute and Pastor Robert "Bob" Dobranski, The Way to God Church, provided the inspiration.

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sherriff's Department Update

Los Angeles County Sheriff's Department Lieutenant Salgado summarized the recent law enforcement activities and reviewed the police calls for service.

Mayor Pro Tem Rhonda Hofmann Gorman requested the times to be included in the police calls for service report.

Lieutenant Salgado responded he will have the analyst review the times for the police calls received.

Councilmember Sirley Cuevas requested the report include the major categories of the police calls for service.

Mayor Pro Tem Rhonda Hofmann Gorman commended the School Resource Deputy Troy Hilliard for his work with the e-bike riders and commented on the lack of helmets on e-bike student riders.

Lieutenant Salgado responded the Deputies will continue to keep an eye on e-bike riders and other traffic violations during school hours.

b. Los Angeles County of Fire Department Update

Los Angeles County Fire Department Battalion Chief Valdoria summarized the recent local fire emergency activities.

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

Gary Adams, Resident, spoke about unpermitted construction and zoning concerns with the business, RJ Construction, in the City.

Deena Sopko, Resident, spoke about automated vehicle license plate readers and about safety concerns with tinted windows on vehicles. Dena spoke about adding warnings for scams and fentanyl being placed in Halloween candy on the City's website for the residents' information.

Morrison Lucas, Resident, spoke about the parking and traffic issues on 153rd Place and Firmona Avenue and requested the City stop issuing parking citations and work with the schools to provide parents with a school route diagram to safely drop off children.

Samuel Cruz, Resident, spoke about automated vehicle license plate readers and expressed concerns with gang related activities and graffiti in the City. Mr. Cruz recommended a volunteer program to assist the senior residents to decorate their homes for the holidays. Mr. Cruz reminded all residents to register and vote in the November 8, 2022 General Municipal Election.

E. COMMENTS FROM COUNCIL

The City Council responded generally to the public comments.

Councilmember Kearney commended everyone for speaking. Councilmember Kearney spoke about the school parking and drop off route recommendation he provided to the school principle however, no action was taken.

Councilmember Suarez commended everyone for speaking and responded generally to the public comments. Councilmember Suarez concurred with Ms. Sopko regarding the scam warnings being posted online and recommended a meeting with the school district to review the parking and drop off concerns.

Councilmember Cuevas inquired if tinted windows are illegal and requested enforcement from the Sheriff Deputies. Councilmember Suarez requested that a flyer on Halloween candy safety be prepared and recommended a meeting with the school district regarding the traffic and safety of students.

Mayor Pro Tem Hofmann Gorman concurred with Ms. Sopko's comments regarding the vehicle license plate readers and the online warning of fentanyl in candy. Mayor Pro Tem Hofmann Gorman spoke about a meeting she had with a teacher from Jane Addams Middle School regarding the drop off and pick up traffic and recommended that parent volunteers patrol traffic. Mayor Pro Tem Hofmann Gorman inquired about the location of the school drop-off loop and inquired if the traffic violations are on the sidewalk or on the school's jurisdiction.

Municipal Services Director Reyes responded that traffic violations have been enforced for parking on the sidewalk and spoke of other parking violations on the City's streets. Mr. Reyes

clarified the drop off and pick up locations and indicated that he discussed these matters with the school.

Mayor Pro Tem Hofmann Gorman recommend that Mr. Cruz contact the high schools to seek volunteers for Halloween decorating.

Mayor Pullen-Miles commended everyone for speaking. Mayor Pullen-Miles noted the school traffic is an ongoing issue and that the city will continue to work with the school district. Mayor Pullen-Miles concurred with the City Council and all comments made.

F. CONSENT CALENDAR

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2210-048 authorizing the payment of certain claims and demands in the amount of \$773,165.68
3. **Minutes of the Lawndale City Council Regular Meeting – September 19, 2022**
Recommendation: that the City Council approve.

A motion was made by Councilmember Suarez to approve the Consent Calendar and was seconded by Councilmember Kearney and carried by a vote of 5-0.

G. PUBLIC HEARING

4. **Recommendation of Increase to Bail Amounts for Handbill Distribution by Commercial Businesses; approval of Resolution No. CC-2209-047 amending the City's Fine Schedule; introduction and first reading of Ordinance No. 1191-22 amending the Municipal Code penalties for unlawful handbill distribution.**
Recommendation: that the City Council (a) introduce, approve, and read by title only (waiving further reading) Ordinance No. 1191-22 to increase penalties for violations of Chapter 8.90 of the Municipal Code; and (b) Approve Resolution No. CC-2209-047 amending the City's Fine Schedule to increase the citation amounts for non-permitted handbill distribution.

Municipal Services Director Reyes provided the staff report for the recommendation of Increase to bail amounts for handbill distribution by commercial businesses.

Councilmember Suarez inquired if nonprofit organizations also have to obtain a permit for handbill distribution.

Municipal Services Director Reyes responded that nonprofit organizations must also obtain a permit for handbill distribution.

Councilmember Cuevas inquired if warning notices are provided before a citation is issued.

Municipal Services Director Reyes responded in keeping up with protocols, notices are provided.

Mayor Pullen-Miles opened the public hearing at 7:19 p.m.

Public Comment

Deena Sopko, Resident, spoke about the handbills being a nuisance.

Mayor Pullen-Miles closed the public hearing at 7:20 p.m.

A discussion ensued between City Council and staff regarding the distribution of handbills, citation amounts, and enforcement by the City.

A motion was made by Councilmember Kearney to introduce, approve, and read by title only (waiving further reading) Ordinance No. 1191-22 to increase penalties for violations of Chapter 8.90 of the Municipal Code. Mayor Pro Tem Hofmann Gorman seconded the motion which carried by a vote of 5-0.

A motion was made by Councilmember Cuevas to approve Resolution No. CC-2209-047 amending the City's Fine Schedule to increase the citation amounts for non-permitted handbill distribution. Councilmember Kearney seconded the motion which carried by a vote of 5-0.

H. ADMINISTRATION

5. **Update at request of City Council for additional information regarding the use of E-bikes and electronic scooters in the City of Lawndale**
Recommendation: that the City Council receive and file this report.

Municipal Services Director Reyes provided the staff report for the use of E-bikes and electronic scooters in the City of Lawndale.

Mayor Pullen-Miles encouraged that warnings be given to the youth on E-bikes.

City Council reached a unanimous consensus to receive and file the report.

6. **Update on Enforcement of Noise Violations Due to Modified Vehicle Exhaust Systems**
Recommendation: that the City Council receive and file this report.

Municipal Services Director Reyes provided the staff report for enforcement of noise violations due to modified vehicle exhaust systems.

City Council reached a unanimous consensus to receive and file the report.

7. **Update on Fireworks Reporting**
Recommendation: that the City Council receive and file this report.

Finance Director Manuelian provided the staff report for the Fireworks Reporting.

Public Comment

Randall Abram, Resident, spoke about his concerns with the fireworks reporting and audits.

Councilmember Cuevas concurred with Mr. Abram's comment regarding auditing all sixth of the non-profit organizations.

Councilmember Suarez requested to streamline the forms for the non-profit organizations.

Councilmember Kearney asked for clarification on the five year permit prohibition.

City Manager Moore responded clarification will be provided in the next staff report.

City Attorney Murphy provided clarification on the municipal code for the five year permit prohibition.

City Council reached a unanimous consensus to receive and file the report.

8. American Rescue Plan Act funds Use Update

Recommendation: that the City Council provide guidance and direction.

Finance Director Manuelian provided the staff report for the American Rescue Plan Act funds Use.

Mayor Pro Tem Hofmann Gorman inquired if the funds can be used for license plate readers.

Finance Director Manuelian responded that he believed this was an allowable use of funds.

Councilmember Suarez inquired if the funds can be applied to the building of the teen center.

Finance Director Hrant Manuelian responded that not many items are excluded and that he would review this.

Councilmember Cuevas inquired if the heating, ventilation and air conditioning (HVAC) system in the Hofmann Community Center has been fixed and if the funds can be applied towards this project.

City Manager Moore responded that the HVAC system has not been replaced in the Community Center and it is in the budget this fiscal year.

Councilmember Cuevas requested to use funds for families financially affected by the pandemic and for new work trucks in the Public Works department.

City Manager Moore commented the trucks in the Public Works and Municipal Services Departments do need to be replaced and will help with the homelessness outreach.

Mayor Pullen-Miles added that funds be applied to apply funds towards public safety, graffiti, homeless services, and concurred with City Council's recommendations.

Mayor Pro Tem Hofmann Gorman requested the funds be applied towards an Emergency Management System for the community.

Councilmember Cuevas requested that the Homeless Issues Standing Committee could make recommendations to the Budget Subcommittee.

City Council reached a unanimous consensus to receive and file the report.

9. Third Amendment to the Contract Services Agreement for Staff Augmentation with W.G. Zimmerman Engineering, Inc.

Recommendation: that the City Council approve the Third Amendment to the Contract Services Agreement with W.G. Zimmerman Engineering, Inc. for 2022 Public Works Department staff augmentation for an amount not-to-exceed of \$40,560.

Interim Public Works Director Ahmad Ansari provided the staff report for the Third Amendment to the Contract Services Agreement for Staff Augmentation with W.G. Zimmerman Engineering, Inc.

Councilmember Kearney inquired if this is the last amendment to the staff augmentation contract service.

City Manager Moore responded that he anticipates this will be the final amendment as a new Public Works Staff member is expected to come onboard soon.

Councilmember Cuevas inquired if the cost of \$40,000 is for one or two staff members from W.G. Zimmerman Engineering, Inc.

Interim Public Works Director Ansari responded that the amendment is for one person.

A motion was made by Councilmember Kearney to approve the Third Amendment to the Contract Services Agreement with W.G. Zimmerman Engineering, Inc. for 2022 Public Works Department staff augmentation for an amount not-to-exceed of \$40,560. Councilmember Suarez seconded the motion which carried by a vote of 5-0.

I. CITY MANAGER REPORT

City Manager Moore spoke about the American Planning Association conference he attended. City Manager Moore indicated that housing was the main topic and commented that he spoke with other organizations regarding homeless issues and encampments in the City.

J. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Kearney attended the Sherriff's Liability Trust Fund and Oversight Committee meeting and recommended the next Sheriff's budget be reduced by 10%. He also attended the 3rd Annual Centinela Valley Union High School District Community Partner Breakfast.

Councilmember Suarez attended the South Bay Cities Council of Governments Board of Directors meeting and the 2nd District Mayoral meeting with Supervisor Holly Mitchell, on behalf of Mayor Pullen-Miles, and spoke about the City assembling a homeless plan for Measure H funding. Councilmember Suarez requested to receive an update on the Citizen Oversight Committee for the Sales Tax Measure.

Councilmember Cuevas had nothing to report.

Mayor Pro Tem Hofmann Gorman attended a virtual meeting with Metro's Transportation Deputy of the Chair of Metro and the California Contract Cities Association meeting.

Mayor Pullen-Miles attended a virtual meeting with Metro's Transportation Deputy of the Chair of Metro. Mayor Pullen-Miles requested road repair and tree trimming schedules be placed on the City's website.

Councilmember Cuevas inquired when trees are trimmed and if a resident has to wait for that time before requesting a tree to be trimmed.

City Manager Moore responded the trees are trimmed annually and if a tree is in a bad condition, the resident may request for a tree trimming.

K. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 8:20 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 10/17/2022



CITY OF LAWDALE

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

October 19, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: **Potential Reschedule and/or Cancellation of Upcoming City Council Meetings**

BACKGROUND

The Thanksgiving, Christmas Day, as well as the New Year's Day holidays are soon approaching and, as a result, the City Council may wish to cancel or reschedule meetings that are close to the City holidays. Additionally, the results of the November 8, 2022 General Municipal Election will be received on December 6, 2022, therefore, the timing of the election results and other election related matters should be considered in the upcoming schedule of City Council meetings.

The Los Angeles County Clerk/Registrar-Recorder's (RRCC) Office has confirmed with staff that the certified election results will be provided to the City on December 6, 2022. Due to the timing of the receipt of the certified election results, along with the installation of the elected officials and annual City Council reorganization, this item is scheduled for the Monday, December 19, 2022 City Council Meeting. However, given that the Monday, December 19, 2022 City Council meeting is close to the City holidays, the City Council may wish to consider calling for a special meeting to declare the election results and conduct other election related matters if the City Council wishes to cancel the Monday, December 19, 2022 meeting.

The City Council meeting dates of the election results from past years were held on December 17, 2018 and December 7, 2020, respectively. Prior to 2018, the elections were held in the month of April.

The City Council may wish to cancel the following meetings that are close to the City holidays:

- Monday, November 21, 2022
- Monday, December 19, 2022

The City Council meeting scheduled for Monday, January 2, 2023 is an observed City holiday and, therefore, will need to be canceled with City Council's approval.

STAFF REVIEW

A review of the upcoming agenda items by staff found no pressing agenda items for the meetings listed above, except for the declaration of the election results item. At this time, canceling a meeting will not present any impacts to operations or City business. If canceled, staff would ensure that necessary business is addressed at meetings prior to or following the proposed canceled meeting(s) and plan accordingly.

If unforeseen urgent business needs to be addressed, a special meeting could always be called, should any of the scheduled meetings be canceled.

LEGAL REVIEW

None.

FUNDING

None.

RECOMMENDATION

Staff recommends that the City Council:

- 1) Cancel the meeting of Monday, January 2, 2023; and
- 2) Determine if the November 8, 2022 General Municipal Election results and conduct of other election related matters should be declared at the Monday, December 19, 2022 City Council meeting; or
- 3) Cancel the Monday, December 19, 2022 City Council meeting and call for a special City Council meeting to declare the November 8, 2022 General Municipal Election results and conduct of other election related matters; or
- 4) Provide staff with other guidance and direction.

Attachments: None.

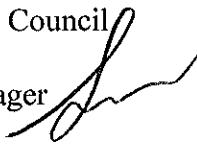


CITY OF LAWDALE

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

DATE: October 17, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

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

SUBJECT: Quarterly Investment Report for the Quarter Ended September 30, 2022

BACKGROUND

The attached Quarterly Investment Report for the quarter ended September 30, 2022 is provided to City Council per the City of Lawndale's Investment Policy and State of California's Government Code Section 53646.

STAFF REVIEW

As of September 30, 2022, the City had total cash and investments (cost basis) of \$43,669,648 plus \$2,280,469.90 cash with fiscal agent held in a trust for the Lawndale Redevelopment Agency's Tax Allocation Bond 2009 issue, \$1,150 in petty cash and, as of August 2022, \$749,213 maintained in two retirement enhancement plans.

Interest rates have continued to rise through Q3 2022. The State Local Agency Investment Fund (LAIF) had an interest rate of 0.99% on June 30, 2022 and has gone up to 1.6% as of September 30, 2022. The Federally insured Certificates of Deposit (CD) have rates that exceed the Federal Treasury rates, so the City has about \$4.2M invested in several FDIC insured Certificates of Deposit. Rates in general have been increasing as the Federal Funds rate has increased. We continued to maintain a majority of cash in LAIF and the City's checking account. During the quarter, the liquidity of our portfolio remained fairly constant at 90%, in on-demand accounts. The remainder of the portfolio includes 1.7% short-term (maturing in less than one year), 6.23% mid-term (one to three years maturity), and 1.7% long-term (maturing from three to five years) investments.

As interest rates continue to rise, we look for opportunities to maximize returns on City funds. There was one CD that matured in September and was replaced with another CD with a higher interest rate of 3.45% maturing in two years. As the market continues to change we will keep a close watch and take advantage of any upcoming investments. During the quarter we transferred \$5M from the City's general checking account to the City's LAIF account. This was done to reduce cash in the bank that is not earning interest. Cash in bank will be monitored and is expected that more will be transferred to LAIF and/or investments to take advantage of interest to the extent possible. The goal is to maintain a healthy balance of cash while maximizing returns.

City Council Meeting – October 17, 2022

Quarterly Investment Report September 30, 2022

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



CITY OF LAWDALE INVESTMENT REPORT

Summary of Investments
For Quarter Ended September 30, 2022

	Adjusted Cost Basis	Category Total	Percent of Portfolio
<u>On Call Deposits</u>			
Checking Accounts	15,909,944		
LAIF State Pool	23,553,704	39,463,648	90.37%
<u>Short-Term Investments (1 Year or Less)</u>			
Time Deposits FDIC Insured	743,000	743,000	1.70%
<u>Medium-Term Investments (1 to 3 Years)</u>			
Time Deposits FDIC Insured	2,722,000	2,722,000	6.23%
<u>Long-Term Investments (3 to 5 Years)</u>			
Time Deposits FDIC Insured	741,000		
US Government Agency Securities	0	741,000	1.70%
Total Cash and Investments		43,669,648	100.00%

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff recommends that the City Council receive and file the Quarterly Investment Report for the quarter ended September 30, 2022.

Attachments: Quarterly Investment Report for the quarter ended September 30, 2022.



CITY OF LAWDALE
TREASURY REPORT
For Quarter Ended September 30, 2022

Cash	15,909,944	
Investments	27,759,704	
Petty Cash	1,150	
Public Agency Retirement Services (PARS)- Retirement Enhancement Plan	724,616	
PARS/ City of Lawndale Excess Benefit Trust - US Bank	<u>24,597</u>	<u>749,213</u>
Total Cash and Investments		<u>44,420,011</u>

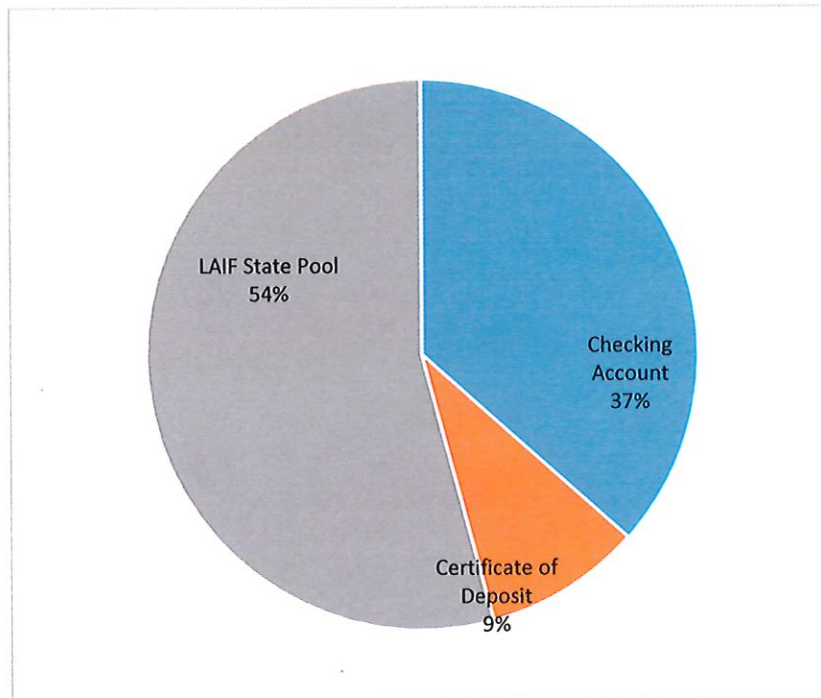


CITY OF LAWDALE INVESTMENT REPORT

Portfolio Statistics
For Quarter Ended September 30, 2022

Portfolio Composition

<u>Investment Type</u>	<u>Market Value</u>
Checking Account	15,909,944
Certificate of Deposit	4,017,436
LAIF State Pool	23,553,704
TOTAL	43,481,084



CITY OF LAWDALE

DETAIL OF INVESTMENTS

For Quarter Ended September 30, 2022

	Par Value	Coupon Rate	Moody's/ Rating	Purchase Date	Maturity/ Called Date	Days to Maturity	Yield to Maturity	Cost Basis	Category total	(memo only) Market Value
On Call Deposits										
Checking Account- Wells Fargo	15,270,491	N/A	N/A		Demand	1	None	15,270,491		15,270,491
Municipal Investment Account - US Bank	639,453	N/A	N/A		Demand	1	None	639,453		639,453
Local Agency Investment Fund- City of Lawndale	23,552,247	N/A	N/A		Demand	1	0.20%	23,552,247		23,552,247
Local Agency Investment Fund- Lawndale Housing Authority	1,457	N/A	N/A		Demand	1	0.20%	1,457		1,457
On Call Deposits	39,463,648							39,463,648	39,463,648	39,463,648
Short-Term Investments (1 Year or Less)										
<u>Time Deposits:</u>										
Enerbank USA	247,000	1.80%	FDIC	9/19/2019	3/13/2023	164	1.80%	247,000		244,809
Morgan Stanley Bank NA	247,000	2.20%	FDIC	7/19/2019	7/11/2023	284	2.20%	247,000		243,623
Century Next Bank	249,000	2.00%	FDIC	7/19/2019	7/17/2023	290	2.00%	249,000		245,118
Short-Term Investments (1 Year or Less)	743,000							743,000	743,000	733,550
Medium-Term Investments (1 to 3 Years)										
<u>Time Deposits:</u>										
Goldman Sachs Bank USA	246,000	3.00%	FDIC	7/22/2022	3/13/2024	530	3.00%	246,000		242,326
Beal Bank USA	246,000	3.05%	FDIC	7/22/2022	7/10/2024	649	3.05%	246,000		241,841
Morgan Stanley Private Bank	247,000	2.30%	FDIC	7/19/2019	7/11/2024	650	2.30%	247,000		239,667
Merrick Bank	249,000	2.10%	FDIC	7/19/2019	7/12/2024	651	2.10%	249,000		240,711
Commercial Bank Harrogate Tenn	249,000	2.00%	FDIC	7/19/2019	7/15/2024	654	2.00%	249,000		240,246
Washington Federal	249,000	1.85%	FDIC	8/19/2019	8/28/2024	698	1.95%	249,000		239,501
First Bank Puerto Rico	249,000	1.90%	FDIC	9/19/2019	9/6/2024	707	1.90%	249,000		239,173
Capital One NA	245,000	3.45%	FDIC	9/22/2022	9/16/2024	717	3.45%	245,000		242,382
First Financial Bank USA	249,000	3.00%	FDIC	7/22/2022	1/10/2025	833	3.00%	249,000		242,982
Discover Bank	246,000	3.25%	FDIC	7/22/2022	7/14/2025	1,018	3.25%	246,000		239,377
Toyota Financial Savings CD	247,000	0.70%	FDIC	8/21/2021	8/26/2025	1,061	0.70%	247,000		222,747
Medium-Term Investments (1 - 3 Years)	2,722,000							2,722,000	2,722,000	2,630,952
Long-Term Investments (3 to 5 Years)										
<u>Time Deposits:</u>										
Synchrony Bank Draper UT CD	247,000	0.90%	FDIC	8/21/2021	8/27/2026	1,427	0.90%	247,000		218,557
Medallion Bank UT CD	247,000	0.85%	FDIC	8/21/2021	8/31/2026	1,431	0.85%	247,000		216,816
UBS Bank USA CD	247,000	0.95%	FDIC	9/21/2021	9/9/2026	1,440	0.95%	247,000		217,560
Long-Term Investments (3 to 5 Years)	741,000							741,000	741,000	652,933
Total Cash and Investments	43,669,648							43,669,648	43,669,648	43,481,084



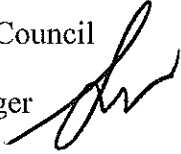
CITY OF LAWDALE

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

[Back to Agenda](#)

DATE: October 17, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Jared Chavez, Community Development Manager 

SUBJECT: **Professional Service Agreement Extension with De Novo Planning Group**

BACKGROUND

The Community Development Department initiated the General Plan and Hawthorne Boulevard Specific Plan Update (“Update”) in late 2019. The State of California requires that cities periodically update these vital documents to re-evaluate their goals, development policies, long-term planning practices, and vision for their community. These updates also bring the General Plan and the Hawthorne Boulevard Specific Plan (“HBSP”) into compliance with current state and federal regulations.

The City issued a competitive Request for Proposal (“RFP”) to hire a qualified firm to assist with updating the General Plan and HBSP. The following three firms submitted proposals: CSG Consultants, De Novo Planning Group, and Infrastructure Engineers. On November 4, 2019, an interview panel consisting of various city staff interviewed and scored each consultant individually. The panel selected De Novo Planning Group (“De Novo”) based on their high overall interview scores. The original term of the service agreement with De Novo was from March 16, 2020 to December 31, 2021 in the amount of \$808,920.

The COVID-19 pandemic started right as major work had begun on the update process, postponing deadlines and interrupting processes. The unpredictable nature of the pandemic forced many local, state, and federal agencies to adapt to the impacts of COVID-19.

The City is unable to complete the project by December 31, 2021. On December 6, 2021 staff requested additional time to extend the current service agreement with De Novo until December 31, 2022 to complete the remaining portions of the General Plan and HSBP update process. Due to the new requirements from the State of California Housing and Community Development’s Departments new Housing Element regulation changes Staff and De Novo worked on meeting HCD’s demands which delayed the completion of the General Plan update.

Staff is requesting an additional extension based on the new General Plan timeline for completion which is now set to October or November of 2023.

STAFF REVIEW

There are six phases to the update process, with staff recently starting on the last phase. The sixth phase focuses on holding public hearings, meetings with staff, and project administration.

Staff and De Novo just completed the last phase of revisions to update the Housing Element while addressing all remaining tasks. The end goal is to have the updated General Plan and HBSP presented to the residents and adopted by the City Council.

Staff is requesting to extend the service agreement with De Novo until December 31, 2023. The revised deadline takes unexpected delays and unforeseen circumstances into consideration as the update process comes to a close.

De Novo is currently working on Phase 2 General Plan and Specific Plan Preparation, Phase 4 Environmental Clearance, Phase 5 Zoning Update/GP Conformance and Phase 6 Project administration and Public Hearings.

On Phase 2 De novo is working on the Land Use Element of the General Plan. For Phase 4 they are working on the Draft EIR. For Phase 4 the Zoning Maps are being worked on. Finally Phase 6 is an ongoing task.

LEGAL REVIEW

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

FISCAL IMPACT

\$518,892.95 (of the \$808,920 original total) remains to complete the General Plan and Hawthorne Boulevards Specific plan update process.

There is no additional funding required.

RECOMMENDATION

Staff recommends that the City Council approve to extend the professional service agreement with De Novo for the General Plan and HBSP Update.

Attachments:

- A. Original Professional Service Agreement with De Novo Planning Group
- B. First Amendment to the Service Agreement with De Novo Planning Group
- C. Second Amendment to the Service Agreement with De Novo Planning Group
- D. Project Schedule of Tasks GP & HBSP Amendment

Attachment "A"

Original Professional Service Agreement with De Novo Planning Group

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
GENERAL PLAN AND HAWTHORNE BOULEVARD
SPECIFIC PLAN UPDATE

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of March, 2020, by and between the City of Lawndale, a municipal corporation ("City"), and De Novo Planning Group, a California corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant 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 Consultant's Proposal. The Scope of Services shall include the Consultant'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. 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. Consultant 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 Consultant'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, Consultant warrants that Consultant (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 Consultant, 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 Consultant. Any increase

in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant 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 Consultant anticipates and that Consultant 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. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant 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, 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 eight-hundred eight thousand nine hundred twenty dollars (\$808,920.00) ("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 Consultant'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 Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance and Director of Community Development, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside

the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence 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 Consultant, 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 Consultant 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant'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 March 17, 2020 and continue in full force and effect until completion of the services no later than December 31, 2021.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Amanda Tropiano 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 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 Consultant 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 Consultant 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 Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant 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 Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant 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 Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant 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 Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant 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. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant 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 Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant 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 Consultant 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 Consultant or any staff Consultant used to provide services under this Agreement are employees of the City

5.0 INSURANCE AND INDEMNIFICATION

5.1 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. 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 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 Consultant 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 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 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, Consultant 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 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 5.1 shall 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 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant'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", Consultant 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 Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant 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, Consultant shall indemnify and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent acts, errors, omissions of the Consultant, or anyone directly or indirectly employed by the Consultant, while in any way engaged in the performance of this Agreement 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. Notwithstanding the foregoing, for any claim alleging the negligent performance of work by Consultant, the Consultant has no immediate obligation to provide the defense of the City, or any other indemnified party. The Consultant will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the Consultant and proportionate to the degree of fault of the Consultant."

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant 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. Consultant 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 Consultant, 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 Consultant 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. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be

instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (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 Consultant's acts or omissions in performing or failing to perform Consultant'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 Consultant, 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 Consultant 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, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant 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 Consultant. If termination is due to the failure of the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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; Consultant. Consultant 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. Consultant 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 Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant 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. Consultant 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 Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

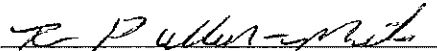
9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret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

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

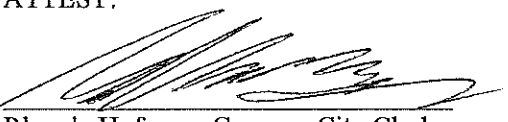
9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally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

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: 
Robert Pullen Miles, Mayor

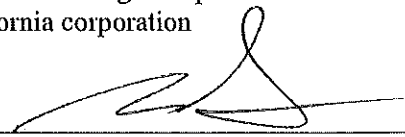
ATTEST:

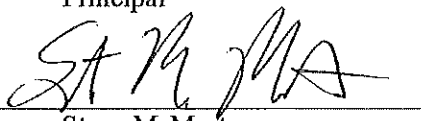

for Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP


for Tiffany J. Israel, City Attorney

CONSULTANT:
De Novo Planning Group
a California corporation

By: 
Name: Benjamin Ritchie
Title: Principal

By: 
Name: Steve McMurtry
Title: Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

Attachment “B”

First Amendment to the Service Agreement with De Novo Planning Group

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR GENERAL PLAN AND HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE**

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of December, 2021, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and De Novo Planning Group, a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for General Plan and Hawthorne Boulevard Specific Plan Update" (the "Agreement") on or about March 17, 2020 and

WHEREAS, it is the desire of the City and the Consultant to amend the Agreement, as set forth in this 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 3.4 of the Agreement (Term) is amended as follows is amended to extend the end date of the contract from December 31, 2021 to December 31, 2022.
 - SECTION 3.4 as amended:
"Term. Unless earlier terminated in according with Section 7.4 below, this Agreement shall be extended starting on January 1, 2022 and continue in full force and effect until completion of the services no later than December 31, 2022."

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 First Amendment and to bind the parties to the performance of its obligations.
4. 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:


Robert Pullen-Miles, Mayor

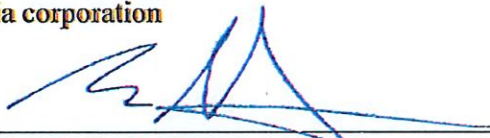
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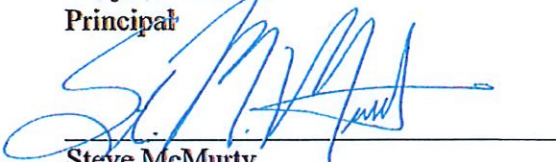

Erica Harbison, City Clerk

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


Gregory M. Murphy, City Attorney

CONSULTANT:
De Novo Planning Group
A California corporation

By: 
Benjamin Ritchie
Principal

By: 
Steve McMurty
Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

Attachment “C”

Second Amendment to the Service Agreement with De Novo Planning Group

**SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR GENERAL PLAN AND HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE**

This SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 17th day of October, 2022, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and De Novo Planning Group, a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for General Plan and Hawthorne Boulevard Specific Plan Update" (the "Agreement") on or about March 17, 2020 and

WHEREAS, the City and the Consultant to amended the Agreement, as set forth on the First Amendment to extend the term until December 31, 2022, and

WHEREAS, it is the City and the Consultants desire to amend the agreement, as set forth on this Second Amendment to extend the term until December 31, 2023.

AMENDMENT

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

1. Section 3.4 of the Agreement (Term) is amended as follows is amended to extend the end date of the contract from December 31, 2022 to December 31, 2023.
 - SECTION 3.4 as amended:
"Term. Unless earlier terminated in according with Section 7.4 below, this Agreement shall be extended starting on January 1, 2023 and continue in full force and effect until completion of the services no later than December 31, 2023."

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 First Amendment and to bind the parties to the performance of its obligations.
4. Counterparts, Facsimile or other Electronic Signatures. This Second 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 Second 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 Second Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Second Amendment will not be affected and the Second 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:
De Novo Planning Group
A California corporation

By: _____
Benjamin Ritchie
Principal

By: _____
Steve McMurty
Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

Attachment “D”

Project Schedule of Tasks GP & HBSP Amendment

De Novo Planning Group (6/13/2022)

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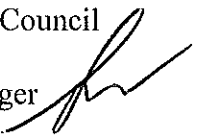
CITY OF LAWDALE

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

[Back to Agenda](#)

DATE: October 17, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Jared Chavez, Community Development Manager 

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 expired on June 30, 2022. On June 6, 2022 City Council approved an extension of the contract for an additional six months. This extension is set to expire on December 31, 2022.

STAFF REVIEW

The Associate Planner position has recently been filled. 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 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 July 1, 2022 to December 31, 2022, for an amount not to exceed \$39,000. 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, the contract planner is assigned to work on Site Plan reviews. These projects are billable to the project's deposit, which recovers the time and materials costs incurred by the City. The contract planner gets paid with funds that are billed to the project and which avoids dipping into the General Fund resulting in a cost of zero dollars to 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.
- C. Second Amendment to the Contract Services Agreement with Transtech Engineers, Inc.

ATTACHMENT “A”

Original 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

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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.

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Transtech Engineers, Inc.

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 make 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

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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

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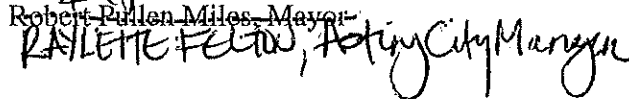
[SIGNATURES NEXT PAGE]

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


RAILENE FELIX, Acting City Manager

ATTEST:


Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

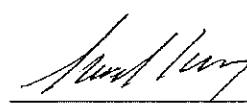
CONSULTANT:

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]

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

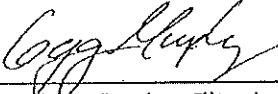
CITY:
CITY OF LAWNDAL, E,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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



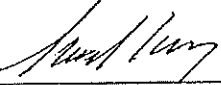
Gregory M. Murphy, City Attorney

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

{01934390;1}

Transtech Engineers, Inc.

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.

ATTACHMENT “B”

First Amendment to 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 accordance 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.

Transtech Engineers, Inc.

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.

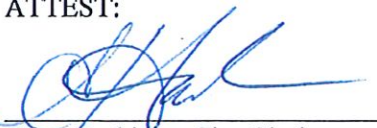
Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without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

Transtech Engineers, Inc.

CONSULTANT:
Transtech Engineers, Inc.
a California corporation

By: 

Ali Cayir
President

By: 

Sybil Cayir
Secretary

Address: 13667 Benson Avenue
Chino, CA 91710

ATTACHMENT “C”

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

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

This SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 17th day of October 2022, by and between the CITY OF LAWNDAL, 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, City and Consultant entered into an extension Agreement entitled "First Amendment to Contract service agreement for staff augmentation services on or about June 6, 2022, and

WHEREAS, it is the desire of the City and the Consultant to amend the Agreement, as set forth in the Second Amendment to extend the term until June 30, 2023.

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 December 31, 2022 to June 30, 2023,

- SECTION 5.1 as amended:

"Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall be extended starting on January 1, 2023 and continue in full force and effect until the completion of the services no later than June 30, 2023."

2. Section 2.1 of the Agreement (Contract Sum) is amended to include the maximum contract during the extension period starting December 31, 2022 to June 30, 2023,

- 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 Second 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 LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
Transtech Engineers, Inc.
a California corporation

By: _____
Ali Cayir
President

By: _____
Sybil Cayir
Secretary

Address: 13667 Benson Avenue
Chino, CA 91710



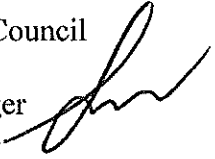
CITY OF LAWDALE

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

[Back to Agenda](#)

DATE: October 17, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

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

SUBJECT: Update on Sales Tax Measure L Oversight Committee

BACKGROUND

The City Council approved a resolution to put the City of Lawndale Vital City Services Measure on the November 2018 ballot. The measure was labeled as Measure L on the ballot. The ballot measure was to add an additional $\frac{3}{4}$ cent sales tax within the City of Lawndale. The measure was put on the ballot and was subsequently approved by the voters of the City. City Council then adopted Ordinance No. 1151-18 putting the sales tax measure in place.

The purpose of the sales tax measure was to secure additional revenue for the City in order to maintain the resident's stated priorities, ensuring that the City can continue to deliver key community services at the levels our residents expect and deserve.

STAFF REVIEW

The revenues generated by Measure L has greatly benefitted the City and in turn its residents. The sales tax revenues generated by fiscal year are as follows:

Fiscal Year	Measure L Tax Revenue
2018-2019	533,490
2019-2020	2,382,891
2020-2021	2,785,377
2021-2022	3,368,731
2022-2023	2,802,986

At the time when this sales tax measure was proposed it was estimated to generate approximately \$2.1 million annually. As indicated by the revenue amounts above this estimate has been surpassed for each full fiscal year since the tax measure was passed. Note that for 2018-2019 this was the first year and was partial as the measure just passed in November 2018 and the revenues for 2022-2023 is the budget amount based on taxable sales projections.

The tax dollars generated by this measure help to provide funding to support Sheriff services, street maintenance, community safety and community programs, as well as other general government services. These revenues account for roughly 16% of the General Fund revenue budget. The Measure L revenues generated is a major source of revenue for the City and has helped to fund several vital services of the City. Without these revenues there would be a deficit in the budget of approximately \$1.8 million and there would have to be reductions in each of these services in order to maintain a balanced budget.

As part of the Ordinance the Council has the authority to create an oversight board. The following is an excerpt from Ordinance No. 1151-18 “WHEREAS, this Ordinance requires strict fiscal accountability, such as public spending reports, annual independent audits, and authorizes a citizens oversight committee to ensure all funds are spent responsibly.” To date an oversight committee has not been created, however there is an annual audit issued annually with no findings related to the sales tax revenues. Also a budget is prepared annually that shows the budgeted revenues and expenditures for the City. The City has been fiscally accountable and has spent these funds responsibly.

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff is looking for direction from council with the following two options:

- Take no action and continue to rely on the annual audit and budget to demonstrate that the City is accountable and spending funds responsibly, or
- Ask staff to bring back an item to City Council to create a Citizen Oversight Committee for the Sales Tax Measure.



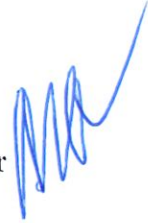
CITY OF LAWDALE

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

DATE: October 17, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Ahmad R. Ansari, P.E., Interim Director of Public Works/City Engineer
Hrant Manuelian, Director of Finance 

SUBJECT: **Approval to Dispose of Two Vehicles for Public Works Department**

BACKGROUND

On an annual basis, staff performs a needs assessment of vehicles and equipment based on mileage, age, and resources lost due to down time for repairs. For this year, there are two Public Works Department vehicles for disposal through a public auction process.

The Lawndale Municipal Code, Section 3.08 ("Purchasing") establishes the duties of the Purchasing Officer and his/her designee. The purchasing code further states in Section 3.08.040, Item J that the Purchasing Officer shall: "recommend the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use."

In addition, Section 3.08.110 B states: "sale of surplus personal property shall occur after soliciting three bids or by auction" and "items to be sold at auction must first be approved by the City Council."

STAFF REVIEW

The two vehicles listed below have incurred significant resources due to repair needs and are now out of service, therefore, the vehicles are being recommended for disposal.

Year Make and Model: 2006 Toyota Prius
License Plate Number: 1218742
Vehicle Identification Number: JTDKB2OU363192457
City Vehicle Number: 467

Year Make and Model: 2008 Ford Escape - Hybrid
License Plate Number: 1278614
Vehicle Identification Number: 1FMCU49H28KB75296
City Vehicle Number: 476

City Council Meeting – October 17, 2022
Approval to Dispose of Two Vehicles for Public Works Department

For the disposal of the two vehicles recommended for disposal, the City has utilized the services of Ken Porter Auctions in the past who honors the State bid arrangement for public auctioned items. Therefore, the two vehicles will be sold at the highest price possible. In addition, the City will receive 100% of the proceeds, and at no cost to the City.

LEGAL REVIEW

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the sale of the 2006 Toyota Prius and 2008 Ford Escape – Hybrid through our standard public auction process facilitated by Ken Porter Auctions in Carson, California.



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

DATE: October 17, 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.



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

DATE: October 17, 2022

TO: Honorable Mayor and City Council

FROM: Cynthia Rodriguez, Administrative Assistant II 

SUBJECT: The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

No public documents were forwarded to the City Clerk Department for this item.