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

AGENDA OF THE LAWNDALE CITY COUNCIL REGULAR MEETING

Tuesday, April 2, 2024 - 6:30 p.m.
Lawndale City Hall Council Chamber
14717 Burin Avenue

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

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

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

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

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update
b. Los Angeles County Fire Department Update

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

E. COMMENTS FROM COUNCIL

F. CONSENT CALENDAR
Items 1 through 4 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. Motion to read by title only and waive further reading of all ordinances listed on the Agenda
Recommendation: that the City Council approve.

2. Accounts Payable Register

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

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

Recommendation: that the City Council approve the minutes.

4. Approval of Routine Records Destruction

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

G. ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

H. CITY MANAGER REPORT

I. ITEMS FROM CITY COUNCILMEMBERS

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

J. CLOSED SESSION

11. Public Employee Performance Evaluation

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

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, April 15, 2024, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on April 2, 2024, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Hall
Yvette Hall, Assistant City Clerk

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

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.

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RESOLUTION NO. CC-2404-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $506,565.57

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

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

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

SECTION 3. That the claims and demands paid by check numbers 205619 through 205677 for the aggregate total of $506,565.57 are hereby authorized.

Effective Date: April 2nd, 2024

Approved by:

_____
Hrant Manuelian, Director of Finance

_____
Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 2nd day of April 2024.

_____
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2404-062 at a regular meeting of said Council held on the 2nd day of April 2024, by the following roll call vote:

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

_____

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

	Check Number		
Check Date	Beginning	Ending	Aggregate Total
3/14/2024	205619	205652	429,988.06
3/21/2024	205653	205677	76,577.51
	Total Checks		**506,565.57**

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	**506,565.57**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 03/13/2024
Time: 3:11 pm
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
205619	03/14/2024	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	6,933.57
205620	03/14/2024	Printed		8278	ALPHA LOCK & KEY	LOCK OUT SERVICE @	175.00
205621	03/14/2024	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CITY HALL& MSD - QUARTERLY	1,008.00
205622	03/14/2024	Printed		2207	ASAP SIGN & BANNER, LLC	SECURITY CAMERA SIGNS	628.08
205623	03/14/2024	Printed		7194	BAVCO BACKFLOW APPARATUS &	BACKFLOW INSPECTION	125.00
205624	03/14/2024	Printed		0163	CAPITAL OF SOUTH BAY INC.	STAIRWAY LIGHT BULBS - CSD	506.79
205625	03/14/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	37,938.62
205626	03/14/2024	Printed		7577	DE NOVO PLANNING GROUP	GENERAL PLAN & SPECIFIC PLAN	63,987.45
205627	03/14/2024	Printed		0218A	DEPARTMENT OF JUSTICE	2015 - 2017 RRF-1 CABLE	600.00
205628	03/14/2024	Printed		0218A	DEPARTMENT OF JUSTICE	2015 - 2019 RRF-1 INFORMED	550.00
205629	03/14/2024	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEES - MARTIAL ART	2,201.75
205630	03/14/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - ROGER	122.26
205631	03/14/2024	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	133.98
205632	03/14/2024	Printed		8244	J & E ASPHALT MAINTENANCE, INC	FY 2023/24 CITYWIDE SIGN	131,860.00
205633	03/14/2024	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES- GYMNASTICS C	2,098.28
205634	03/14/2024	Printed		8277	KIMBALL MIDWEST	IMPACT DRILL & REPAIR KIT	394.73
205635	03/14/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	TREE TRIMMING - DEC. 2023 -	56,080.00
205636	03/14/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	34,757.37
205637	03/14/2024	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING SERVICES -	9,635.00
205638	03/14/2024	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
205639	03/14/2024	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - FEB. 2024	500.00
205640	03/14/2024	Printed		8098	REECE PLUMBING	IRRIGATION PARTS FOR INGLEWOOD	100.62
205641	03/14/2024	Printed		2193-A	SOUTH BAY FORD FLEET & TRUCKS	ADDITIONAL KEY CREDIT	555.75
205642	03/14/2024	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	18,831.88
205643	03/14/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	713.18
205644	03/14/2024	Printed		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	49,276.03
205645	03/14/2024	Printed		8121	TRAVEL SERVERS INC.	TRAVEL CLUB - DEPOSIT -	100.00
205646	03/14/2024	Printed		7821	TRENCH SHORING COMPANY	ASPHALT PATCH	937.50
205647	03/14/2024	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	964.96
205648	03/14/2024	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	3,167.48
205649	03/14/2024	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	112.81
205650	03/14/2024	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL SUPPLIES	589.30
205651	03/14/2024	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
205652	03/14/2024	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONE SERVICE	3,761.19

Total Checks: 34 — **Checks Total (excluding void checks): 429,988.06**

Total Payments: 34 — **Bank Total (excluding void checks): 429,988.06**

Total Payments: 34 — **Grand Total (excluding void checks): 429,988.06**

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							
205653	03/21/2024	Printed		1541	ALESHIRE & WYNDER, LLP	FEB. 2024 - LEGAL SERVICES	48.00
205654	03/21/2024	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	COFFEE/TEA - FEB. 2024	260.49
205655	03/21/2024	Printed		0372C	AT & T	PHONE CHARGES	1,398.17
205656	03/21/2024	Printed		8272	SERGIO CRUZ	PERMIT FEE REFUND	375.33
205657	03/21/2024	Printed		8187	CUBIC TRANSPORTATION SYSTEM	INSTALL MOBILE VALIDATORS	4,971.99
205658	03/21/2024	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING APPS(1)-FEB-24	32.00
205659	03/21/2024	Printed		8108	EVERBRIDGE, INC	CITY-WIDE EMERGENCY	16,666.71
205660	03/21/2024	Printed		1022	GLADWELL GOVERNMENTAL SVC INC	RECORDS RETENTION REVIEW	350.00
205661	03/21/2024	Printed		0283	HINDERLITER, DE LLAMAS & ASSOC	CONTRACT/AUDIT SVCS SALES TAX	1,315.62
205662	03/21/2024	Printed		5075	MANHATTAN STITCHING COMPANY	EMBROIDERED POLO SHIRTS- CSD	2,500.00
205663	03/21/2024	Printed		8281	EDUARDO MORALES	PLANNING DEPOSIT REFUND	435.89
205664	03/21/2024	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL/DRUG SCREEN	56.00
205665	03/21/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	197.71
205666	03/21/2024	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#522	20.00
205667	03/21/2024	Printed		7764	NI KAL S. PRICE	PLANNING COMM. ACADEMY -	32.76
205668	03/21/2024	Printed		5068	QUADIENT LEASING USA, INC	MAIL MACHINE LEASING SERVICES	712.16
205669	03/21/2024	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	522.49
205670	03/21/2024	Printed		8280	JULIAN RYDER	CONS & DEM DEPOSIT REFUND	3,400.00
205671	03/21/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	217.31
205672	03/21/2024	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - CASE 24-05 GP	685.98
205673	03/21/2024	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES	26,400.00
205674	03/21/2024	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE -	721.68
205675	03/21/2024	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	9,720.00
205676	03/21/2024	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	202.15
205677	03/21/2024	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	5,335.07
			Total Checks: 25			**Checks Total (excluding void checks):**	**76,577.51**
			Total Payments: 25			**Bank Total (excluding void checks):**	**76,577.51**
			Total Payments: 25			**Grand Total (excluding void checks):**	**76,577.51**

DRAFT LAWNDALE CITY COUNCIL REGULAR MEETING
March 18, 2024

A. CALL TO ORDER AND ROLL CALL

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

Councilmembers Present:	Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember Rhonda Hofmann Gorman, Councilmember Pat Kearney
Councilmembers Absent:	Councilmember Sirley Cuevas
Other Participants:	City Manager Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Hall, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Captain Nicole Palomino, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Mike Estes, Community Development Manager Jared Chavez, Public Works & City Engineering Oversight Contract Project Manager Ahmad Ansari

B. CEREMONIALS

Mayor Pro Tem Suarez led the flag salute. Pastor Geroge Magdalany of Hope Chapel provided the inspiration.

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Captain Palomino summarized the recent law enforcement activities.

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

Juanita Lara-Lamez, Resident, commented that she would like to see more trash cans and bags available for pet droppings near William Green Elementary School for owners with pets and thanked the City Council for approving a legal fireworks stand.

Randal Abram, Resident, commented on dog droppings, unleashed dogs, dogs barking and dog licensing and suggested installing signs.

E. COMMENTS FROM COUNCIL

Councilmember Hofmann Gorman thanked everyone that attended tonight's meeting, asked Municipal Services Director Reyes to comment on the dog issues, and asked residents to report violations to the Municipal Services Department to patrol more in the area.

DRAFT

Municipal Services Director Reyes responded that a request for trash cans for pet owners was received by their department. He stated that trash bags are provided for dog droppings and that verbal warnings and citations are issued for unleashed dogs and unlicensed dogs.

Councilmember Kearney thanked everyone that attended tonight's meeting.

Mayor Pro Tem Suarez thanked everyone that attended tonight's meeting.

Mayor Pullen-Miles thanked everyone that attended tonight's meeting and commented that staff will continue enforcing leash and dog licensing policies.

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-2403-059 authorizing the payment of certain claims and demands in the amount of $901,041.76.

3. Minutes of the Lawndale City Council Regular Meeting, March 4, 2024

Recommendation: that the City Council approve the minutes.

4. Approval of Third Amendment to Professional Services Agreement for Codification Services with General Code LLC, (formerly known as Quality Code Publishing)

Recommendation: that the City Council 1.) Consent to the increase in the cost of municipal code codification services by approving the Third Amendment to Professional Services Agreement for Codification Services with General Code, LLC; and 2.) Authorize a FY 2023-24 budget amendment in the amount of $2,000.

5. Request for Approval of First Amendment to Contract Services Agreement for Armed Security Services with Southwest Patrol and Approval of Second Amendment to Contract Services Agreement for Armed Security Services with Southwest Patrol

Recommendation: that the City Council approve the First and Second Amendments to Contract Services Agreement for Armed Security Services with Southwest Patrol.

6. Senior Citizen Advisory Committee Appointments 2023 – 2025

Recommendation: that the City Council l.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 of Resolution No. CC-2403-060; and 2) Adopt the resolution as amended.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Suarez to approve the Consent Calendar. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

DRAFT

G. ADMINISTRATION

7. Potential Reschedule of Upcoming City Council Meeting on April 1, 2024

Recommendation: that the City Council 1.) Cancel the meeting of Monday, April 1, 2024; and 2.) Reschedule the City Council meeting from Monday, April 1, 2024, to Tuesday, April 2, 2024; or 3.) Provide staff with other direction.

Assistant City Clerk Hall presented the staff report.

By consensus, the City Council cancelled the meeting of Monday, April 1, 2024; and rescheduled the City Council meeting from Monday, April 1, 2024, to Tuesday, April 2, 2024, with Councilmember Cuevas absent.

8. General Plan Annual Progress Report 2023

Recommendation: that the City Council A.) Review the 2023 draft Annual Report, make any desired revisions, and direct staff to forward the report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research; and B.) Approve and adopt Resolution CC-2403-061 as read by title.

Community Development Manager Chavez presented the staff report. She noted that page 15 of the General Plan Annual Progress Report contained a clerical error that should state 2021-2029 Regional Housing Needs Assessment (RHNA) instead of 2014-2021 RHNA.

Mayor Pullen-Miles asked for information on increasing incentives for commercial and residential lot mergers.

CM Moore responded that incentives are offered for reduced parking and developers are allowed to combine parking with existing uses. City Manager Moore stated that the City encourages lot mergers, if possible; however, there are no financial incentives for lot mergers.

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Kearney to approve changing 2014-2021 to 2021-2029 Regional Housing Needs Assessment on page 15 of the General Plan Annual Progress Report, and direct staff to forward the report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research; and approve and adopt Resolution CC-2403-061 as read by title. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

9. First Amendment to Contract Services Agreement for Chapala Dance Academy

Recommendation: that the City Council 1.) Approve the attached First Amendment to Contract Services Agreement to Use City Facilities between the City of Lawndale and Chapala Dance Academy, LLC for an amount not to exceed $45,000.00; or 2.) Provide further direction.

Community Servies Director Estes presented the staff report.

DRAFT

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Hofmann Gorman to approve the attached First Amendment to Contract Services Agreement to Use City Facilities between the City of Lawndale and Chapala Dance Academy, LLC for an amount not to exceed $45,000.00. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

10. Lawndale Youth Development Center, Phase One Services Agreement

Recommendation: that the City Council 1.) Approve the attached Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center between the City and BOA Architecture at a cost not to exceed $157,000.00; or 2.) Provide further direction.

Community Servies Director Estes presented the staff report.

Councilmember Kearney commented that he prefers option 2, with an extension of the building to the building, no dog park, remove gardening, and keep De Oro Lane open.

Discussion ensued among the City Council regarding the inclusion of a skatepark, dog park, parking, and funding.

Mayor Pro Tem Suarez asked if the City will ask for community input.

Community Servies Director Estes responded that community input will be requested.

Mayor Pullen-Miles commented in favor of a passive park, a teen meeting space design, and on the projected costs of the agreement with BOA Architecture.

Councilmember Kearney asked who rates the proposals received in response to the City's request for proposals.

Community Servies Director Estes responded that staff from Municipal Services, Public Works and himself reviewed, and rated the proposals.

By Consensus, the City Council agreed to include a passive park.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to approve the attached Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center between the City and BOA Architecture at a cost not to exceed $157,000.00. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

11. Community Development Department Permit Processing Timeline

Recommendation: that the City Council receive and file the Community Development Permit Processing Timeline report.

Community Development Manager Chavez presented the staff report.

DRAFT

Mayor Pro Tem Suarez asked which tracking system staff is currently using for planning reviews, if applicants have access to it, and what the timeline is for approving over the counter and resubmittals permits.

Community Development Manager Chavez responded that staff use CityView, which is an internal system. She stated that over-the-counter permits are issued the same day.

Mayor Pro Tem Suarez suggested an online system for the public that will provide guidelines on the City's codes.

City Manager Moore responded that staff will research the cost to upgrade the system for applicant access and additional features.

By consensus, the City Council received and filed the Community Development Permit Processing Timeline report with Councilmember Cuevas absent.

12. <u>Approval of the Facility Needs Assessment Project for Public Works & City Hall, Project No. 2402-22</u>

Recommendation: that the City Council 1.) Approve the project and direct staff to advertise the plans and specifications to solicit bids for the construction contract; and 2.) Approve budget amendment for $3,000,000 from ARPA account 285-310.

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

Councilmember Kearney recommended that the Lawndale signs on the outside of the Harold E. Hofmann Lawndale Community Center be repainted, requested new Councilmember chamber chairs, and commented that he opposes the restroom upgrades and that the budget should not go over $3,000,000.

City Manager Moore responded that restrooms need to be updated to meet Americans with Disabilities Act (ADA) regulations.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to approve the project and direct staff to advertise the plans and specifications to solicit bids for the construction contract; and approve budget amendment for $3,000,000 from American Rescue Plan (ARPA) account 285-310. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

13. <u>Award of Contracts for Construction and Construction Inspection Services for the FY 2022-23 Residential Street Rehabilitation Project</u>

Recommendation: that the City Council 1.) Award the construction contract to Sequel Contractors, Inc., in the amount of $1,989,388.32 for the FY 2022-23 Residential Street Rehabilitation Project; 2.) Award the Construction Inspection Services to SA Associates in the amount of $108,000.00 for the FY 2022-23 Residential Street Rehabilitation Project; and 3.) Approve the construction Contingency of $298,408.25 for FY 2022-23 Residential Street Rehabilitation Project.

DRAFT

Public Works & City Engineering Oversight Contract Project Manager Ansari presented the staff report. He noted that there was a $30 discrepancy in the low bid received; however, it was immaterial.

Councilmember Hofmann Gorman asked if he is familiar with the quality of work Sequel Contractors, Inc. provides.

Mayor Pullen-Miles asked why construction inspection services need to be outsourced.

Mayor Pro Tem Suarez asked if this project would improve the Pavement Condition Index (PCI) rating of the City.

In response to Mayor Pullen-Miles' question, Public Works & City Engineering Oversight Contract Project Manager Ansari stated that the project is estimated to start in May 2024.

Public Works & City Engineering Oversight Contract Project Manager Ansari responded that this project is an effort to increase the PCI, the department does not have the resources to inspect large projects and that Sequel Contractors, Inc is a reputable contractor.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Suarez to award the construction contract to Sequel Contractors, Inc., in the amount of $1,989,388.32 for the FY 2022-23 Residential Street Rehabilitation Project; award the Construction Inspection Services to SA Associates in the amount of $108,000.00 for the FY 2022-23 Residential Street Rehabilitation Project; and approve the construction Contingency of $298,408.25 for FY 2022-23 Residential Street Rehabilitation Project. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

14. <u>Approval to Dispose of One Vehicle for the Municipal Services Department</u>
Recommendation: that the City Council approve the sale of the 2010 Ford Transit through the City's standard public auction process facilitated by Ken Porter Auctions in Carson, California.

Municipal Services Director Reyes presented the staff report.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Suarez to approve the sale of the 2010 Ford Transit through the City's standard public auction process facilitated by Ken Porter Auctions in Carson, California. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

H. <u>CITY MANAGER REPORT</u>

City Manager Moore commented that Southwest Patrol is patrolling the City during the day performing homeless outreach, vendor engagement and thanked Councilmembers for supporting the program.

DRAFT

I. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Hofmann Gorman asked for the status of the Neighborhood Watch Program, commented on the upkeep of parkways, encouraged residents to contact City Hall if they have issues with Republic Services, asked about the next Clean-Up Week, asked staff to review its City facilities usage agreements and commented that the underpass lights at the Metro Station Green Line on Marine Avenue are not working noting that they are under the purview of the Cities of Hawthorne and Redondo Beach. Councilmember Hofmann Gorman requested social media posts to remind residents to maintain their parkway, announce bulky item pickup service availability, and announce the Beautification Committee recruitment.

Municipal Services Director Reyes responded he will provide an update on the Neighborhood Watch Program at an upcoming City Council meeting, and that the Beautification Committee is working on scheduling a Clean-Up Week.

City Manager Moore responded that the City does not have a facilities usage agreement in place for the Council Chambers; however, one can be considered.

Councilmember Kearney attended a Contract Cities Liability Trust Fund Oversight Committee meeting, Los Angeles County West Vector Control District Board meeting, Los Angeles County Sheriff's Department Contract Law Enforcement Bureau City Council Academy Session II, announced the City of Lawndale 2024 Easter Program scheduled on March 30, 2024, and the City of Los Angeles Public Works tire collection event to be held on March 23, 2024.

Mayor Pro Tem Suarez commented that she has no items to report.

Mayor Pullen-Miles announced the City of Lawndale 2024 Easter Program to be held on March 30, 2024, asked about a document shredding event, and if the City can place advertisements on the City's fixed-route buses.

J. CLOSED SESSION

16. Conference with Labor Negotiator

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager and city attorney, regarding labor negotiations with unrepresented employees, the central management team.

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

The City Council convened into closed session at 8:27 p.m.

The City Council reconvened from closed session at 8:52 pm.

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

DRAFT

K. ADJOURNMENT

Councilmember Kearney closed the meeting in memory of Richard L. "Dick" Miller and Steven Curtis Selby. Richard Dick Miller was a resident and volunteer of the City for over 30 years, and served two tours in the Marines. Steven Curtis Selby grew up in the City and was a longtime friend of Councilmember Kearney.

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 8:55 p.m.

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

Approved: _____

DRAFT

CITY OF LAWNDALE

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: Approval of Routine Records Destruction

BACKGROUND

The City of Lawndale's Records Management Program (RMP), City Council Policy No. 77-04, regulates the organization, maintenance, retention, preservation, and disposition of the City's records in accordance with Federal, State, and local laws, ordinances, regulations or rules, contractual requirements, and standard business practices. The program applies uniformly to all City departments and ensures that we preserve and maintain essential, original records and that we appropriately destroy non-essential, non-historical records when the need for their retention has ended. In accordance with the policy, the City Council must consent to the destruction of any City records.

STAFF REVIEW

The Administrative Services Department, City Clerk's Department, City Manager's Office, Municipal Services Department and Public Works Department staff have identified certain records that are no longer operationally needed and are not of historical value. Staff now deems the following records to be obsolete and requests the City Council's authorization to destroy them with the adoption of Resolution No. CC-2404-63.

It is notable that some of the records contain confidential personal information. As required by the RMP, the City Clerk's Office will shred these confidential documents before disposing of them. In addition, as required by the program, the destruction of all records will be fully documented.

Resolution No. CC-2404-63 authorizes the destruction of these records. As required, the City Attorney has consented to the destruction in writing, as has the City Manager. Staff recommends that the City Council approve the destruction of the records by adopting this Resolution.

LEGAL REVIEW

In addition to reviewing the records destruction authorization forms and consenting to the destruction of the listed records, the City Attorney has reviewed the Resolution and approved it as to form.

FISCAL IMPACT

Staff estimates that the cost will be $400 to destroy the proposed records. The funds are budgeted in the City Clerk Department's Fiscal Year 2023-24 budget and no additional budget amendment is necessary.

RECOMMENDATION

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

Attachment:

A. Resolution No. CC-2404-63

ATTACHMENT A

RESOLUTION NO. CC-2404-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS IN THE ADMINISTRATIVE SERVICES DEPARTMENT, CITY CLERK'S DEPARTMENT, CITY MANAGER'S OFFICE, MUNICIPAL SERVICES DEPARTMENT AND PUBLIC WORKS DEPARTMENT

WHEREAS, it is in the best interests of the city to retain essential, historical records and to appropriately destroy non-essential, non-historical records when the need for their existence has ended; and

WHEREAS, the City Council established Council Policy No. 77-04 "Records Management Program" in February 2004 to provide rules and guidelines for the organization, maintenance, retention, preservation and disposition of the city's records in a uniform manner and in accordance with federal, state and local laws; and

WHEREAS, staff in the Administrative Services Department, City Clerk's Department, City Manager's Office, Municipal Services Department and Public Works Department has determined that certain original records are no longer required for administrative/operational, legal, fiscal, or historical purposes; and

WHEREAS, City Clerk Department staff has reviewed the records specified in Exhibit "A" of this resolution and recommends their destruction; and

WHEREAS, the City Manager and City Attorney consent to said destruction by executing the Authorization to Destroy Records Forms, attached hereto as Exhibit "A"; and

WHEREAS, in accordance with Council Policy No. 77-04, as amended, the City Council agrees to the destruction of the subject records and wishes to appropriately document their destruction.

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

SECTION 1. The City Council hereby approves the destruction of those records, documents, instruments, books, or papers designated in Exhibit "A", attached to this resolution.

SECTION 2. That this resolution does not authorize destruction of:

a. Records affecting the title to real property or a lien thereon;
b. Court records or records relating to legal proceedings;
c. Records required to be kept by statute; or
d. The minutes, ordinances, or resolutions of the legislative body of the City Council of the city or of any board or commission.

SECTION 3. That the City Clerk Department is directed to (a) supervise the destruction of those records designated in Exhibit "A", (b) ensure that confidential records are destroyed and not simply discarded or recycled, and c) certify to the destruction of said records and maintain a permanent file of Authorizations to Destroy Records and Certificates of Records Destruction.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2024.

_____
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2404-63 at a regular meeting of said Council held on the 2nd day of April, 2024, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT A

Date: MARCH 21, 2024 Department: ASD

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below (or on the attached list) are **scheduled to be destroyed**, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.
List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	PERSONNEL FILES	2012	2018	1	AS-022	SEP + 6 YEARS
	PERSONNEL FILES	2012	2018	2	AS-022	SEP + 6 YEARS
	PERSONNEL FILES	2012	2018	3	AS-022	SEP+ 6 YEARS
	CLAIMS / CIVIL & LIABILITY	2017	2018	7	AS-029	FINAL = 5 YEARS
	CORRESPONDENCE – PASTOR INVOCATION LETTERS	2000	2012	5	CW-008	2 YEARS
	DMV PULL NOTICES	2005	2023	5	AS-013	WHEN SUPERSEDED
	TRAINING RECORDS – ROSTERS, MATERIALS, ETC.	2011	2018	5	CW-030	5 YEARS
	RECRUITMENT FILES	2016	2020	4	AS-024	CLOSE + 4
	ACCIDENT / INCIDENT REPORTS	2002	2012	6	AS-028	2 YEARS
	VEHICLE COLLISION/VANDALISM REPORTS	1999	2012	6	AS-032	5 YEARS

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Claudia Burman Date: 3/21/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date: 3/26/24

City Manager — Date: 3/27/24

City Attorney — Date: 3/28/24

Return this form to the City Clerk Department following approval. (they coordinate the destruction arrangements)

(Complete after destruction has been performed. If destruction is performed by a commercial vendor, have them provide a certificate.)

I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk — Date

©1998-2016 Gladwell Governmental Services, Inc.

Date: March 19, 2024 Department: City Clerk

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below are **scheduled to be destroyed**, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.

List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Agreements – Community Development – Hardcopy & Electronic	2003	2013	1	CC-003	10
	Agreements – Community Services – Hardcopy & Electronic	1997	2011	2	CC-003	10
	Agreements – Community Services – Hardcopy & Electronic	2000	2013	3	CC-003	10
	Public Records Act Requests – hardcopy	2013	2017	5	CC-051	2
	General Correspondence	2016	2019	5	CW-008	2
	Maddy Act Notices hardcopy	2016	2016	5	CC-007	2
	Bids Request for Proposals – Hardcopy	2018	2018	5	CC-006	2
	Agreements – Administrative Services – Hardcopy & Electronic	2012	2013	6	CC-003	10
	Agreements – City Clerk Dept – Hardcopy & Electronic	2007	2010	6	CC-003	10
	Agreements – City Manager Office – Hardcopy & Electronic	2009	2009	6	CC-003	10
	Agreements – Community Services – Hardcopy & Electronic	2011	2013	6	CC-003	10
	Agreements – Finance Dept – Hardcopy & Electronic	2004	2013	6	CC-003	10
	Agreements – Municipal Services Services – Hardcopy & Electronic	2004	2013	6	CC-003	10
	Agreements – Public Works Department Hardcopy & Electronic	2011	2013	6	CC-003	10
	Bids Request for Proposals – Hardcopy & electronic	2021	2021	7	CC-006	2
	Maddy Act Notices - electronic	2015	2021	Electronic	CC-007	2
	Campaign Statement correspondence-Electronic	2014	2020	Electronic	CW-008	2
	Statement of Economic Interest correspondence -Electronic	2013	2018	Electronic	CW-008	2

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Vanesa Alvarez Date: 03/19/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date: 3/27/24

City Manager — Date: 3/27/24

City Attorney — Date: 3/28/24

©1998-2016 Gladwell Governmental Services, Inc.

Date: March 19, 2024 Department: City Clerk

Return this form to the City Clerk Department following approval (they coordinate the destruction arrangements)

(Complete after destruction has been performed. If destruction is performed by a commercial vendor, have them provide a certificate.)

I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk Date

©1998-2016 Gladwell Governmental Services, Inc.

CITY OF LAWNDALE
INACTIVE CONTRACT FILES

CC. No.	No.	Dept.	Contractor	Description	Start Date	Expiration Date	Retention Period	File Location
CC.515	515	CD	DIGITAL MAP PRODUCTS, LLC.	Geographical information system - City GIS2 subscription and sublicense agreement (maps, property records, parcels and streets, zoning, General Plan, code enforcement). Multiple agreements in file	6/30/03 (1st agreement)	9/30/10 (last agreement)	10	Destroy CC-003, CC Box 1
CC.533	533	CD	MDG ASSOCIATES	Community Development Block Grant (CDBG) program implementation and administration services	7/1/05 12/4/06	8/31/06 6/30/09	10	Destroy CC-003, CC Box 1
CC.578	578	CD	CIVIC SOLUTIONS, INC.	Professional Planning Services (Melody Gillette, assistant planner)	07/24/06	07/01/07	10	Destroy CC-003, CC Box 1
CC.588	588	CD	SABINE AND MORRISON	Legal counsel, revision of sign code (planning)	10/24/06	12/18/08	10	Destroy CC-003, CC Box 1
CC.594	594	CD	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)	Economic Development Strategy Project - GIS, business pattern and market analyses of commercial areas, esp. Hawthorne Boulevard and adjacent commercial areas	01/23/07	06/30/07	10	Destroy CC-003, CC Box 1
CC.619	619	CD	L.A.COUNTY	Community Development Block Grant (CDBG) program - home investment partnership programs and assisted housing programs (urban renewal and publicly assisted housing for low to moderate-income persons).	7/1/03	6/30/06	10	Destroy CC-003, CC Box 1
CC.638	638	CD	OVERLAND PACIFIC & CUTLER, INC.	Property acquisition and relocation consulting services, mobile home park at 4432 Manhattan Beach Blvd.	3/3/08	3/3/11	10	Destroy CC-003, CC Box 1
CC.641	641	CD	MDG ASSOCIATES, INC.	Audit services - 2006-2007 Los Angeles County Housing Authority administration and management of Section 8 program. **Note: Also see CC.533 - 2nd amendment added Section 8 audit during FY 2008-09**	2/28/08	5/31/08	10	Destroy CC-003, CC Box 1
CC.649	649	CD	MDG ASSOCIATES, INC.	City-wide slum-blight analysis, preparation of report for Los Angeles County Community Development Commission (CDC) to determine ability to use Community Development Block Grant (CDBG) funds (also see Ordinance 1052-11)	5/1/08	12/31/08	10	Destroy CC-003, CC Box 1
CC.652	652	CD	GAIATECH, INC.	Environmental assessment residential property, 4415 W. 163rd St, APN 4080-029-025, acquired for Hopper Park project. **Note:** assessment transferred to park construction contract. Contract amendment added assessment of residential parcel, 14718 Burin Ave, APN #4078-024-009.	4/15/08	12/31/08	10	Destroy CC-003, CC Box 1
CC.673	673	CD	NAGASAKI AND ASSOCIATES	Real estate appraisal services (CalTrans property located at 169th adjacent to the 405 Freeway)	9/30/08	4/1/09	10	Destroy CC-003, CC Box 1
CC.782	782	CD	SOUTH BAY CENTER FOR DISPUTE RESOLUTION	Mediation services, referrals of code enforcement complaints	7/1/10 6/20/11	6/30/11 6/30/13	10	Destroy CC-003, CC Box 1
CC.823	823	CD	LAWNDALE CHAMBER OF COMMERCE	License agreement for certified farmer's market, use of 147th St, civic center open space. **City Manager may consent to an extension, as evidenced in writing for up to one (1) year in length**	3/9/11 6/9/12	6/8/12 6/8/13	10	Destroy CC-003, CC Box 1
CC.1133	1133	CD	J & G INDUSTRIES, INC.	Removal of damaged mobile home - Blue Bonnet Trailer Park, 4432 Manhattan Beach Blvd., Space #10 (See also Resolution No. CC-1211-073)	1/14/13	2/28/13	10	Destroy CC-003, CC Box 1
CC.1134	1134	CD	J & G INDUSTRIES, INC.	Removal of mobile homes - Blue Bonnet Trailer Park, 4432 Manhattan Beach Blvd., Space #1 and Space #5. (See also Resolution No. CC-1211-073)	1/14/13	2/28/13	10	Destroy CC-003, CC Box 1
CC.1179	1179	CD	LAWNDALE CHAMBER OF COMMERCE	Lease of city property at 15801 Hawthorne Blvd for carnival and Christmas tree lot	11/20/13	12/27/13	10	Destroy CC-003, CC Box 1
CC.316	316	CS	GARDENA, CITY OF	Senior citizen case management services. **Multiple agreements in file.**	4/14/97 (1st agreement)	6/30/08 (last agreement)	10	Destroy CC-003, CC Box 2
CC.364	364	CS	REDONDO BEACH, CITY OF	Galleria transit terminal use (bus, Lawndale Beat, transportation)	7/1/1999 1/01/02 1/01/07	12/31/01 12/31/06 12/31/11	10	Destroy CC-003, CC Box 2
CC.654	654	CS	PYRO EVENTS, INC. (Pyro Spectaculars, Inc.)	2008 4th of July (Independence Day celebration) fireworks extravaganza	7/3/08	7/3/08	10	Destroy CC-003, CC Box 2
CC.655	655	CS	GARDENA, CITY OF	Provision of food and beverages for senior nutrition program (Senior Community Action Meals Program - SCAMP) File also includes Community Center Annex license agreement	6/10/08	6/30/11	10	Destroy CC-003, CC Box 2
CC.656	656	CS	GARDENA, CITY OF	Senior citizen case management services - psychosocial/health needs assessment, individual care planning, coordination of community resources, monitoring/revision of care plan. File also contains in-kind services agreement	7/1/08	6/30/11	10	Destroy CC-003, CC Box 2
CC.678	678	CS	SALDANA, MARK	Senior fitness and tai chi instructor.	7/1/08 7/1/09	6/30/09 6/30/10	10	Destroy CC-003, CC Box 2

CITY OF LAWNDALE
INACTIVE CONTRACT FILES

CC. No.	No.	Dept.	Contractor	Description	Start Date	Expiration Date	Retention Period	File Location
CC.680	680	CS	PETERSON, BRENDA AND ASSOCIATES	Lawndalian newsletter graphic art and production services. Per schedule of performance, all work to be completed by 6/11/09, summer 2009 issue.	12/15/08	12/14/09 see description	10	Destroy CC-003, CC Box 2
CC.684	684	CS	POSITIVE COACHING ALLIANCE (PCA)	Youth sports coaching workshop	12/20/08	12/20/08	10	Destroy CC-003, CC Box 2
CC.685	685	CS	HARTSON, GARY (Kicks Entertainment)	Disc jockey entertainment, employees Christmas party, December 18, 2008	12/18/08	12/18/08	10	Destroy CC-003, CC Box 2
CC.687	687	CS	YOUNG REMBRANDTS	Cartoon drawing (each Thursday) and preschool drawing (each Friday). **Note: multiple contracts in file.**	1/15/09 1st contract 01/01/10 last contract	3/20/09 1st contract 12/31/10 last contract	10	Destroy CC-003, CC Box 2
CC.688	688	CS	SUAREZ, MARIA	Community Services Department fitness and exercise class instructor. **Note: multiple contracts in file.**	1/10/09 1st contract 1/1/10 last contract	3/28/09 1st contract 12/31/10 last contract	10	Destroy CC-003, CC Box 2
CC.696	696	CS	SUAREZ, MARIA	Community Services Department fitness and exercise class instructor	7/1/08 7/1/09	6/30/09 6/30/10	10	Destroy CC-003, CC Box 2
CC.700	700	CS	ORANGE COUNTY DANCE PRODUCTIONS	Community Services Department exercise and fitness instructor	4/18/09	6/13/09	10	Destroy CC-003, CC Box 2
CC.701	701	CS	RAYBURN, ELTON	Community Services Department exercise and fitness instructor	4/7/09 7/7/09 10/6/09 01/01/10	6/10/09 9/9/09 12/9/09 12/31/10	10	Destroy CC-003, CC Box 2
CC.702	702	CS	MOBILE MINI, INC.	Lease of temporary mobile structure during construction of new recreation building at William Green Park. Also see contract file no. CC.703 with the LESD	4/9/09	Delivered June 2009	10	Destroy CC-003, CC Box 2
CC.703	703	CS	LAWNDALE ELEMENTARY SCHOOL DISTRICT (LESD)	Access agreement, allows temporary mobile structure during construction of new recreation building at William Green Park. Also see contract file No. CC.702 with Mobile Mini, Inc.	2/11/09	6/30/09	10	Destroy CC-003, CC Box 2
CC.712	712	CS	GOMEZ, LESLIE M.	Tap and ballet classes. **Multiple agreements in file.**	1st agreement 2/9/09 last agreement 12/22/09	1st agreement 6/11/09 last agreement 3/11/2010	10	Destroy CC-003, CC Box 2
CC.715	715	CS	Q PRESS	Lawndalian newsletter graphic art and production services, Per schedule of performance, all work to be completed by 6/11/09, summer 2009 issue.	5/18/09	6/30/11	10	Destroy CC-003, CC Box 2
CC.718	718	CS	PHANTOM FIREWORKS	Provision of fireworks and other supplies/services for Parks, Recreation and Social Services Commission (PRSSC) 4th of July fireworks sales booth	6/1/09	7/6/09	10	Destroy CC-003, CC Box 2
CC.719	719	CS	PYRO SPECTACULARS	4th of July fireworks extravaganza	6/1/09	7/4/09	10	Destroy CC-003, CC Box 2
CC.721	721	CS	ALL CITY MANAGEMENT SERVICES, INC.	Crossing guard services (schools, traffic)	6/15/09	6/30/11	10	Destroy CC-003, CC Box 2
CC.729	729	CS	ROMANO'S MACARONI GRILL	Catering services for the city's 50th anniversary celebration	11/14/09	11/14/09	10	Destroy CC-003, CC Box 2
CC.732	732	CS	KICKS ENTERTAINMENT, HARTSON, GARY dba	50th anniversary celebration disc jockey entertainment	11/14/09	11/14/09	10	Destroy CC-003, CC Box 2
CC.733	733	CS	MAGIC AND VARIETY	Halloween haunt stage magic and reptile show	10/31/09	10/31/09	10	Destroy CC-003, CC Box 2
CC.734	734	CS	EDWARDS, ED	Halloween haunt disc jockey services	10/31/09	10/31/09	10	Destroy CC-003, CC Box 2
CC.735	735	CS	AVALON TENT AND PARTY	Installation and removal of flooring and turf, 50th anniversary celebration	10/26/09	11/15/09	10	Destroy CC-003, CC Box 2
CC.740	740	CS	RECREATION - EDWARDS, ED	Angel tree lighting - disc jockey and public address services	11/30/09	11/30/09	10	Destroy CC-003, CC Box 2
CC.741	741	CS	RECREATION - ICEMAN, INC., THE	Angel tree lighting - snow sled run childrens ride	11/30/09	11/30/09	10	Destroy CC-003, CC Box 2
CC.742	742	CS	RECREATION - MAGIC AND VARIETY, Bruce Perovich, Sole Proprietor	Angel tree lighting - stage magic show	11/30/09	11/30/09	10	Destroy CC-003, CC Box 2
CC.743	743	CS	RECREATION - CHEESECAKE FACTORY, THE	Catering for 2009 employee holiday party	12/17/09	12/17/09	10	Destroy CC-003, CC Box 2
CC.744	744	CS	RECREATION - HAPPY DAYS ENTERTAINMENT, Thomas Lebreton, Sole Proprietor	Angel tree lighting - trackless train children's ride	11/30/09	11/30/09	10	Destroy CC-003, CC Box 2
CC.747	747	CS	RECREATION - HASKEL, LINA	Yoga class instruction	9/1/10	12/31/10	10	Destroy CC-003, CC Box 2
CC.748	748	CS	RECREATION - JOHNSON, JEROME	Youths sports officials, basketball	01/09/10	03/27/10	10	Destroy CC-003, CC Box 2
CC.758	758	CS	RECREATION - ORANGE COUNTY DANCE PRODUCTIONS	Class instruction - dance and gymnastics classes	4/1/10	12/31/10	10	Destroy CC-003, CC Box 2
CC.759	759	CS	RECREATION - SOUTHERN CALIFORNIA REFEREE ASSOCIATION	Soccer officials for the summer youth soccer program	4/17/10	6/26/10	10	Destroy CC-003, CC Box 2

CITY OF LAWNDALE
INACTIVE CONTRACT FILES

CC. No.	No.	Dept.	Contractor	Description	Start Date	Expiration Date	Retention Period	File Location
CC.763	763	CS	RECREATION - SUPERKIDS GYM	Gymnastic class instruction. **Note: File contains 8/10/10 email from CSD manager indicating classes were never held.**	4/1/10	12/31/10	10	Destroy CC-003, CC Box 2
CC.765	765	CS	RECREATION - SHRED, TED/DOUBLE DOG DARE PRODUCTIONS	Artist performances - Youth Day Parade (pirate days theme)	4/24/10	4/24/10	10	Destroy CC-003, CC Box 2
CC.769	769	CS	RECREATION - EDWARDS, ED	Volunteer/sponsorship dinner disc jockey entertainment and public address services	5/21/10	5/21/10	10	Destroy CC-003, CC Box 2
CC.770	770	CS	PHANTOM FIREWORKS	Provision of fireworks and other supplies/services for Parks, Recreation and Social Services Commission (PRSSC) 4th of July fireworks sales booth	6/27/10	9/7/10	10	Destroy CC-003, CC Box 2
CC.777	777	CS	HYAMS, KIP	4th of July Fireworks Extravaganza disc jockey and public address services	7/3/10	7/3/10	10	Destroy CC-003, CC Box 2
CC.778	778	CS	RECREATION - ELTIGANI, AHMED	Youth violin class instructor	7/1/10	12/31/10	10	Destroy CC-003, CC Box 2
CC.779	779	CS	EDWARDS, ED	Disc jockey and public address services for 50th anniversary festival/health and safety fiesta	6/19/10	6/19/10	10	Destroy CC-003, CC Box 2
CC.783	783	CS	GISELLE'S CATERING	4th of July Fireworks Extravaganza food vendor	7/3/10	7/3/10	10	Destroy CC-003, CC Box 2
CC.784	784	CS	RECREATION - WATSON, KIMBERLY	Candle making, soap making and spa at home class instructor. Agreement terminated before end of term; see letter from community services manager in file.	06/14/10	7/14/10 see description	10	Destroy CC-003, CC Box 2
CC.793	793	CS	JOHNSON, JEROME	Youth sports officials (summer youth basketball program)	7/23/10	8/28/10	10	Destroy CC-003, CC Box 2
CC.399	399	CS	TECTRANS, INC. (FORMERLY SOUTHLAND TRANSIT, INC. AND R&D TRANSPORTATION)	Fixed route transit - Lawndale Beat (transportation, bus).	5/15/00 6/6/05	6/30/05 6/30/09	10	Destroy CC-003, CC Box 3
CC.460	460	CS	CALIFORNIA, STATE OF - DEPT OF PARKS AND RECREATION	State Per Capita Grant Program, 2000 & 2002 Resources Bond Act (also see Resolution Nos. CC-0202-011 and CC-0309-057). **2000 grant - $279,000, 2002 grant - $220,000**	7/1/00 7/1/03	6/30/08 6/30/11	10	Destroy CC-003, CC Box 3
CC.462	462	CS	CALIFORNIA, STATE OF - DEPT OF PARKS AND RECREATION	Roberti-Z'Berg-Harris Block Grant, 2000 & 2002 (also see Resolution No. CC-0202-008, Addams Park Tiny Tot building remodel or community center, and CC-0309-058, community center). 2000 grant - $89,924, 2002 grant - $88,005	7/1/01	6/30/09	10	Destroy CC-003, CC Box 3
CC.595	595	CS	LAWNDALE ELEMENTARY SCHOOL DISTRICT (LESD)	Memorandum of understanding, Lawndale Americorps Program - Realizing Amazing Potential Before and After School Program tutoring services by senior citizen volunteers	11/01/06	10/31/07	10	Destroy CC-003, CC Box 3
CC.607	607	CS	GARDENA, CITY OF	Provision and delivery of food and beverages for community center's senior nutrition program (Senior Community Action Meals Program "SCAMP")	7/1/07	6/30/08	10	Destroy CC-003, CC Box 3
CC.651	651	CS	PHANTOM FIREWORKS	Provision of fireworks and other supplies/services for Parks, Recreation and Social Services Commission (PRSSC) 4th of July fireworks sales booth	5/19/08	7/11/08	10	Destroy CC-003, CC Box 3
CC.774	774	CS	PYRO EVENTS, INC. (Pyro Spectaculars, Inc.)	Fireworks extravaganza pyrotechnic show	7/3/10	7/3/10	10	Destroy CC-003, CC Box 3
CC.802	802	CS	RECREATION - TALBOTT, JANE	Art class instruction	9/13/10	12/31/10	10	Destroy CC-003, CC Box 3
CC.806	806	CS	JURASSIC PARTIES, INC.	2010 Halloween Haunt live reptile presentation show	10/31/10	10/31/10	10	Destroy CC-003, CC Box 3
CC.808	808	CS	ICEMAN, THE, INC.	Angel tree lighting snow sled run children's ride	11/29/10	11/29/10	10	Destroy CC-003, CC Box 3
CC.809	809	CS	HAPPY DAYS ENTERTAINMENT	Angel tree lighting train children's ride	11/29/10	11/29/10	10	Destroy CC-003, CC Box 3
CC.810	810	CS	RECREATION - EDWARDS, ED	Angel tree lighting disc jockey and public address services	11/29/10	11/29/10	10	Destroy CC-003, CC Box 3
CC.838	838	CS	PHANTOM FIREWORKS	Provision of fireworks and other supplies/services for Parks, Recreation and Social Services Commission (PRSSC) 4th of July fireworks sales booth	6/20/11	7/5/11	10	Destroy CC-003, CC Box 3
CC.850	850	CS	RECREATION - SUAREZ, MARIA	Class Instruction - zumba and yoga. **Note: File includes LA County CDC certification and CDBG professional services agreement.**	7/1/10	6/30/11	10	Destroy CC-003, CC Box 3
CC.850	850	CS	RECREATION - SALDANA, MARK	Class instruction - senior fitness and aerobics to music. **Note: File includes LA County CDC certification and CDBG professional services agreement.**	7/1/10	6/30/11	10	Destroy CC-003, CC Box 3
CC.879	879	CS	KRUEGER INTERNATIONAL, INC., WISCONSIN	Community Center tables and stackable chairs	10/3/11	12/15/11	10	Destroy CC-003, CC Box 3
CC.880	880	CS	INTERIOR OFFICE SOLUTIONS, INC.	Community Center staff office furniture	10/3/11	12/15/11	10	Destroy CC-003, CC Box 3
CC.881	881	CS	TECHNOGYM USA	Community Center fitness equipment	10/3/11	12/15/11	10	Destroy CC-003, CC Box 3
CC.884	884	CS	DICKLER CORPORATION, THE	Community Center food service equipment and supplies	10/17/11	11/30/11	10	Destroy CC-003, CC Box 3
CC.885	885	CS	PC MALLGOV	Community Center computer equipment	10/17/11	11/30/11	10	Destroy CC-003, CC Box 3
CC.886	886	CS	CORPORATE BUSINESS INTERIORS	Community Center furniture, public seating	10/17/11	11/30/11	10	Destroy CC-003, CC Box 3

CITY OF LAWNDALE
INACTIVE CONTRACT FILES

CC. No.	No.	Dept.	Contractor	Description	Start Date	Expiration Date	Retention Period	File Location
CC.887	887	CS	EARLY CHILDHOOD, LLC	Furniture for new community center	11/2/11	12/1/11	10	Destroy CC-003, CC Box 3
CC.889	889	CS	ONLINE STORES, INC.	Community Center - United States and California State flag kits	11/28/11	12/29/11	10	Destroy CC-003, CC Box 3
CC.891	891	CS	GLOBAL MED INDUSTRIES, LLC	Automated exterior defibrillators (AED) for the new community center	11/28/11	12/1/11	10	Destroy CC-003, CC Box 3
CC.895	895	CS	SPORT SUPPLY GROUP	Game tables for new community center	11/28/11	12/8/11	10	Destroy CC-003, CC Box 3
CC.896	896	CS	PRESENTATION SYSTEMS, INC.	Lectern and related components for new community center	11/28/11	12/29/11	10	Destroy CC-003, CC Box 3
CC.772W	772W	CS	RECREATION - THE ICEMAN, INCORPORATED	2011 Angel Tree Lighting snow sled run children's ride	11/28/11	11/28/11	10	Destroy CC-003, CC Box 3
CC.1145	1145	CS	PHANTOM FIREWORKS, INC.	Provision of supplies, equipment and services for Parks, Recreation and Social Services Commission 4th of July fireworks booth	5/20/13	7/5/13	10	Destroy CC-003, CC Box 3
CC.1155	1155	CS	SUAREZ, MARIA	Community Services Department senior fitness class instructor (yoga and zumba). Note: File includes CDBG professional services agreement and certification by CSD manager that no CDBG funds were used to pay for the services. Not required to be retained as a CDBG contract	6/17/13	11/22/13	10	Destroy CC-003, CC Box 3
CC.1053A	1053A	CS	RECREATION - DUNCAN, JOSHUA	Youth, teen and adult martial arts classes	1/8/13	12/31/13	10	Destroy CC-003, CC Box 3
CC.927	927	AS	LIEBERT CASSIDY WHITMORE	As-needed legal services relating to employee disciplinary, grievance and layoff matters, assistance during Personnel Board hearings	11/12/12	11/11/13	10	Destroy CC-003, CC Box 6
CC.596	596	CC	CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT (CVUHSD)	Work-site training agreement - Allen Pierce (volunteer). **Note: Agreement terminated upon completion of 50 hours service, during summer of 2007**	03/07/07	2007	10	Destroy CC-003, CC Box 6
CC.626	626	CC	MARTIN AND CHAPMAN, CO.	Election services 2008 general municipal election. Term expired upon completion of services following election canvass in April 2008; election results declared 4/28/08	11/5/07	4/28/08	10	Destroy CC-003, CC Box 6
CC.739	739	CC	MARTIN & CHAPMAN CO.	Election services, 2010 general municipal election.	11/2/09	4/13/2010 See comments	10	Destroy CC-003, CC Box 6
CC.801	801	CM	DAPEER, ROSENBLIT & LITVAK, LLP	Legal counsel for California Contract Cities Association, dispute with Los Angeles County over withdrawal of monies from Liability Trust Fund for settlement of sexual assault case involving deputy. Letter agreement executed only by city manager	6/4/09	9/30/09	10	Destroy CC-003, CC Box 6
CC.841	841	CS	Q PRESS	Lawndalian newsletter graphic art and production services	5/16/11	6/30/13	10	Destroy CC-003, CC Box 6
CC.842	842	CS	ALL CITY MANAGEMENT SERVICES, INC.	Crossing guard services (schools, traffic safety)	7/1/11	6/30/13	10	Destroy CC-003, CC Box 6
CC.913	913	CS	RECREATION - SALDAÑA, MARC	Aerobics to musics and tai chi class instruction	7/2/12	6/26/13	10	Destroy CC-003, CC Box 6
CC.914	914	CS	RECREATION - SUAREZ, MARIA	Zumba and yoga class instruction	7/2/12	6/28/13	10	Destroy CC-003, CC Box 6
CC.1053	1053	CS	RECREATION - BROOME CHRISTINA	Adults and seniors yoga classes.	1/3/13	6/27/13	10	Destroy CC-003, CC Box 6
CC.1053B	1053B	CS	RECREATION - ALVAREZ, MARIA ELENA	Youth, teen and adult Mexican folkloric dance classes.	1/8/13	12/31/13	10	Destroy CC-003, CC Box 6
CC.1053C	1053C	CS	RECREATION - COOK, ROSALIND	Multi cultural dance classes	1/8/13	12/31/13	10	Destroy CC-003, CC Box 6
CC.1053D	1053D	CS	RECREATION - SUAREZ, MARIA	Fitness dance classes	1/8/13	12/31/13	10	Destroy CC-003, CC Box 6
CC.1053E	1053E	CS	RECREATION - JUST DANCE COMPANY, INC.	Youth gymnastics classes. **Note: Partnership between JaVonda Jones, Celestine Denson dissolved 9/16/13, no employees statement signed by Celestine Hiruko**	1/10/13	12/31/13	10	Destroy CC-003, CC Box 6
CC.1053F	1053F	CS	RECREATION - MUSICSTAR ACADEMY, INC.	Music instruction classes	1/13/13	3/26/13	10	Destroy CC-003, CC Box 6
CC.1053G	1053G	CS	RECREATION - ORANGE COUNTY DANCE PRODUCTIONS, INC.	Performance dance classes	1/23/13	12/31/13	10	Destroy CC-003, CC Box 6
CC.1053H	1053H	CS	RECREATION - SMITH, HOPE	Health education classes. **Note: Contract expired 12/31/13, but was terminated prior to expiration - letter in file**	1/30/13	1/30/13 See description	10	Destroy CC-003, CC Box 6
CC.1053I	1053I	CS	RECREATION - BROOME, CHRISTINE	Teen and adult yoga classes.	2/5/13	12/31/13	10	Destroy CC-003, CC Box 6
CC.1053J	1053J	CS	RECREATION - BRACKETT, ANDREA	Cooking classes for youth, teen and adult participants. **Note: Contract expired 12/31/13, but was terminated prior to expiration - letter in file.**	3/21/13	5/13/2013 see description	10	Destroy CC-003, CC Box 6
CC.1053K	1053K	CS	RECREATION - STELTER, MARY	Health education classes. **Note: Contract expired 12/31/13, but was terminated prior to expiration - letter in file.**	3/21/13	4/24/13 See description	10	Destroy CC-003, CC Box 6
CC.1053L	1053L	CS	RECREATION - SHRED, TED	Youth Day Parade entertainment	4/27/13	4/27/13	10	Destroy CC-003, CC Box 6
CC.1053M	1053M	CS	RECREATION - KING, MICHELLE OF REALITY ENTERTAINMENT	Volunteer sponsorship dinner live musical entertainment	5/3/13	5/3/13	10	Destroy CC-003, CC Box 6
CC.1053N	1053N	CS	RECREATION - SANGER, KARL, KING OF MUSIC UNLIMITED TALENT AGENCY	Memorial Day ceremony entertainment	5/27/13	5/27/13	10	Destroy CC-003, CC Box 6

CITY OF LAWNDALE
INACTIVE CONTRACT FILES

CC. No.	No.	Dept.	Contractor	Description	Start Date	Expiration Date	Retention Period	File Location
CC.1053O	1053O	CS	RECREATION - EDWARDS, ED	Health, Safety and Pet Fair entertainment - disc jockey and sound system	6/22/13	6/22/13	10	Destroy CC-003, CC Box 6
CC.1053P	1053P	CS	RECREATION - GORDON, LA FAUNE	Class instruction - infant massage	10/3/13	11/15/13	10	Destroy CC-003, CC Box 6
CC.1053Q	1053Q	CS	RECREATION - PREHISTORIC PETS, INC. DBA JURASSIC PARTIES	Halloween Haunt event - reptile show	10/31/13	10/31/13	10	Destroy CC-003, CC Box 6
CC.1053R	1053R	CS	RECREATION - EDWARDS, ED	Halloween Haunt event - disc jockey and public address services	10/31/13	10/31/13	10	Destroy CC-003, CC Box 6
CC.1053S	1053S	CS	RECREATION - EDWARDS, ED	2013 Angel Tree Lighting special event - disc jockey and public address services	12/2/13	12/2/13	10	Destroy CC-003, CC Box 6
CC.1053T	1053T	CS	RECREATION - SOUTHERN CALIFORNIA FIREWOOD, LLC, dba HAPPY DAYS ENTERTAINMENT	2013 Angel Tree Lighting special event - trackless train children ride	12/2/13	12/2/13	10	Destroy CC-003, CC Box 6
CC.1053U	1053U	CS	RECREATION -THE ICEMAN, INC.	2013 Angel Tree Lighting special event - snow sled children ride	12/2/13	12/3/13	10	Destroy CC-003, CC Box 6
CC.532	532	FIN	OCE IMAGISTICS, INC, dba OCE NORTH AMERICA PRINTING CORPORATE DIVISION (formerly Imagistics International, Inc.)	Maintenance and lease agreements - photocopiers. **Original lease payments made to Pitney Bowes, transferred to Oce Financial Services, Inc. (OPFSI) Aug 2007**	9/20/04	9/30/13	10	Destroy CC-003, CC Box 6
CC.791	791	MS	SPCALA	Animal sheltering services.	9/1/10	8/31/11	10	Destroy CC-003, CC Box 6
CC.1209	1209	MS	SPCALA	Animal sheltering services. **Four contracts in file**	9/1/06 (1st agreement)	8/31/10 (last agreement))	10	Destroy CC-003, CC Box 6
CC.923	923	MS	SPCALA	Animal sheltering services at 12910 Yukon Ave, Hawthorne	9/1/12	8/31/13	10	Destroy CC-003, CC Box 6
CC.1141	1141	MS	UNITED PACIFIC SERVICES, INC.	Tree trimming at 4424 Marine Avenue - nuisance abatement, code enforcement	3/28/13	6/1/13	10	Destroy CC-003, CC Box 6

BOX 5
FILE

2013-2017 Public Records Act Requests
2013: 16 MSD; 2014: 6 MSD; 2016: 104; 2017: 106
2016-2019 General Correspondence
2016 Maddy Act Notices
BN-1811-09; Purchase of city-owned property located at the sowthwest corner of Hawthorne and Manhattan Beach Boulevards
BN-1810-08; RFP - Youth Basketball Officiating Services
BN-1811-07; Demolition of the Burin House and Expansion of the Community Center Parking Lot
BN-1811-06; Concrete Repairs Project

BN-1809-05; Demolition of the Burin House and Expansion of the Community Center Parking Lot
BN-1806-04; Jane Addams School Parking Lot Resurfacing Project

BN-1803-03; CDD RFP - FY 2018-2019 Community Development Block Grant Program Implementation and Administration Assistance and Labor Compliance Services
BN-1803-02; CSD RFP - Parks, Recreation and Social Services Commission Fireworks Stand
BN-1801-01; Marquee Sign Demolition

Box 7

BN-2101-01	PW RFP Solid Waste Consulting Services
BN-2102-02-04	CDD RFP 15413 Hawthorne Blvd (Economic Fiscal Impact Study, Noise Study, and Traffic Study)
BN-2103-04	CDD RFP - CDBG Admin Labor Compliance
BN-2103-05	FIN RFP- Citywide Information Technology Services
BN-2106-06	PWD-FY2020/21 ANNUAL STREET IMPROVEMENT PROJECTPROJECT NO.2021-7 AND 2021-8 (CDBG PROJECT NO.602186-20)
BN-2108-07	PW RFP - 2021 Pavement Management System
BN-2109-08	CDD RFP- ADMINISTRATION AND IMPLEMENTATION ASSISTANCE FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM

Date: 3/21/2024 Department: 300 MSD

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below (or on the attached list) are **scheduled to be destroyed**, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.
List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Code enforcement/Abatement case files	1967	2009	1	MS-013	2 years
	180 towing forms	2012	2012	2	MS-003	2 years
	72 Hour warning Notice	2014	2017	2	MS-008	2 years
	Parking Notices	2017	2019	2	MS-008	2 years
	Contesting Forms step 1 & 2	2016	2017	3	MS-015	2 years
	Correction Notices	2013	2017	5	MS-008	2 years
	180's	2013	2017	5	MS-003	2 years
	Booted Vehicles	2013	2017	5	MS-008	2 years
	Misc. Copies or duplicates of any records	2015	2021	6	CW-007	N/A
	Code enforcement/Abatement case files	2008	2009	8	MS-013	2 years
	Complaints/Concerns from citizen	2011	2011	9	CW-006	2 years

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Destinee Augustus Date: 3/21/2024

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head	3-21-24 Date
City Manager	3/27/24 Date
City Attorney	3/28/24 Date

Return this form to the City Clerk Department following approval. (they coordinate the destruction arrangements)

(Complete after destruction has been performed. If destruction is performed by a commercial vendor, have them provide a certificate.)

I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk Date

©1998-2016 Gladwell Governmental Services, Inc.

Date: 1/31/2024 Department: 300 MSD

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File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Animal registration application	2017	2017	10	MS-011	3 years
	Animal registration application	2017	2017	11	MS-011	3years
	Animal registration applica	2017	2017	12	MS-011	3y ears
	Animal registration application	2017	2017	13	MS-011	3years
	Animal registration application	2016	2017	14	MS-011	3years
misc	Copies or duplicates of any record	2013	2014	15	CW-007	N/A
	Complaints/concerns from citizens	2012	2012	16	CW-006	2 years
	Step 1 & 2 contesting forms	2015	2015	17	MS-015	2 years
	Step 1 & 2 contesting forms	2016	2016	18	MS-015	2 years
	Complaints/concerns form	2013	2013	19	CW-006	2 years
Misc	Copies or duplicates of any record	2012	2013	20	CW-007	N/A

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Destinee Augustus/Leticia Crise Date: 1/31/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head	1-14-24 Date
City Manager	3/22/24 Date
City Attorney	Date

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City Clerk/Assistant City Clerk Date

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Date: 1/31/2024 Department: 300 MSD

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File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Step 1 contesting forms	2017	2018	21	MS-015	2 years
	Parking Notice	2014	2016	22	MS-008	2 years
	Parking Notice	2015	2015	23	MS-008	2 years
	Step 1 contesting forms	2016	2016	24	MS-015	2 years
	Parking Notices	2014	2015	25	MS-008	2 years
	Code enforcement abatement cases	2008	2009	26	MS-013	2 years
	Complaints/concerns from citizens	2009	2011	27	CW-006	2 years
	Step 1 & Step 2 contesting	2006	2014	28	MS-015	2 years
	Parking Notices	2016	2017	29	MS-008	2 years
misc	Copies or duplicates of record	2014	2016	30	CW-007	N/A
	Complaint/Concerns from Citizen	2012	2012	31	CW-006	2 years

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Destinee Augustus/Leticia Crise Date: 1/31/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date: 3-14-24

City Manager — Date: 3/27/24

City Attorney — Date

Return this form to the City Clerk Department following approval. (they coordinate the destruction arrangements)

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I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk — Date

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Date: 3/7/2024 Department: 300 MSD

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

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The records are not the subject of any claim, litigation, investigation, or audit.
List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Parking Notices	2004	2017	32	MS-008	2 years
	Parking Notices	2014	2017	33	MS-008	2 years
	Step II contesting forms	2020	2020	34	MS-015	2 years
	Step I Contesting forms	2020	2020	35	MS-015	2 years
	Animal registration app	2020	2020	36	MS-011	3 years
	180's 72's, Boots	2014	2017	37	MS-008	2 years
	Copies or duplicates of records	2014	2015	38	CW-007	N/A
	Complaints/concerns from citizens	2009	2009	39	CW-006	2 years
	Step II Contesting forms	2017	2019	40	MS-015	2 years
	Complaints/concerns from citizens	2015	2015	41	CW-006	2 years
	Step I & 2 Contesting forms	2013	2016	42	MS-015	2 years

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Destinee Augustus Date: 3/7/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head	3-14-24 Date
City Manager	3/27/24 Date
City Attorney	Date

Return this form to the City Clerk Department following approval. (they coordinate the destruction arrangements)

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City Clerk/Assistant City Clerk Date

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Date: 3/11/2024 Department: 300 MSD

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

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List records here, or attach a list

MS-008

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Parking Notices	2013	2014	43	[illegible]	2 years
	Contesting Forms	2010	2013	44	MS-015	2 years
	Complaints/Concerns from Citizens	2010	2013	44	CW-006	2 years
Copies	Personnel Files Leave Balance	2010	2013	44	CW-016 40.4	~~Sep. +3years~~ No longer required
	Contesting Forms	2009	2011	45	MS-015	2 years
	Parking Notices/Forms	2009	2011	45	MS-008	2 years
	Complaints/Concerns	2009	2011	45	CW-006	2 years
	Parking Notices	2008	2012	46	MS-008	2 years
	Code enforcement/abatement	2008	2012	46	MS013	2 years
	Complaints/Concerns	2014	2014	47	CW-006	2 years
	Parking Notices	2013	2013	48	MS-008	2 years

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Destinee Augustus Date: 3/11/2024

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date: 3-14-24

City Manager — Date: 3/27/24

City Attorney — Date

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City Clerk/Assistant City Clerk — Date

©1998-2016 Gladwell Governmental Services, Inc.

Date: 3/13/24 Department: 300 MSD

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

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List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	72 (parking Notice) 180's	2013	2015	49	MS-008	2 years
	Step 1 Contesting	2013	2015	49	MS-015	2 years
	Shelter Slips	2013	2015	49	MS-012	3 years
ygt	Public Record Request	2013	2015	49		2 years
	Animal Files/Contracts	2013	2015	49	MS-001	3 years

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Destinee Augustus Date: 3/13/2024

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head	Date: 3-14-24
City Manager	Date: 3/22/24
City Attorney	Date

Return this form to the City Clerk Department following approval. (they coordinate the destruction arrangements)

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I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk Date

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Date: March 18, 2024 Department: Public Works

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below (or on the attached list) are **scheduled to be destroyed,** as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.
List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Encroachment Permits - temporary	2013	2021	1	PW-005	2yrs after completion

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Violet Ochoa Date: 3/21/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date: 3/21/24

City Manager — Date: 3/27/24

City Attorney — Date: 3/28/24

Return this form to the City Clerk Department following approval. (they coordinate the destruction arrangements)

(Complete after destruction has been performed. If destruction is performed by a commercial vendor, have them provide a certificate.)

I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk — Date

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Back to Agenda

CITY OF LAWNDALE

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/ Human Resources Director

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

BACKGROUND

The City of Lawndale's Central Management Team (CMT) employee's terms of employment, salaries and benefits are approved and adopted by City Council by resolution. On December 3, 2018, City Council approved Resolution No. CC-1812-050, which amended and restated the CMT resolution. Since then, the CMT resolution has been amended five (5) times, with the last amendment occurring in December 2022. The Central Management Team (CMT) and City Manager engaged in discussions regarding salary and benefit changes. As a result of the recent benefit changes that occurred during the negotiations between the City and AFSCME Majority Representative Employee Organization, the City now desires to replace and update the existing CMT resolution.

STAFF REVIEW

The Central Management Team (CMT) and City Manager engaged in discussions regarding salary and benefit changes for affected employees. With the pending retirement of the Director of Community Services and the current efforts to fill this position and the vacant Director of Public Works/ City Engineer, it is essential to update the CMT compensation package to retain and assist in attracting quality candidates to fill these essential positions. As a result, City Council has decided to modify the CMT resolution and maintain consistency with current benefit changes made with the AFSCME. The following is a summary of the updated terms:

- Salary Increase: 4% salary increase effective April 2, 2024, and an American Rescue Plan Act (ARPA) payment of $3,000 for employees currently employed by the City at the time of City Council approval.
- Certification Pay: add provision to allow for 5% certification pay for a Professional Engineer (PE) or Land Surveyor certification in good standing in the State of California.
- Flexible Benefits: modify language and increase the City's Flexible Benefit contribution by $400 effective January 2024 to maintain compliance with Section 125 Cafeteria Plan requirements; provide a $200 increase to the Flexible Benefit contribution effective January 2025; and modify language to clarify that the flexible benefit contribution increases have no cash value and not subjected to cash in lieu provisions.

- Automobile Allowance: increase automobile allowance for employees covered under the CMT Resolution by $100 per month
- Executive Leave: increase Executive Leave from 89 hours to 120 hours.
- Vacation Leave: provide increase of maximum accrual of vacation leave from 470 hours to 520 hours, with the additional 50 hours available for use with no cash out value.
- Sick Leave Cash Out: update resolution to include language eliminating cash out of sick leave for employees hired before September 2019.
- Sick Leave Provisions: modify language to comply with recent legal changes expanding the definition of "immediate family."

Additionally, minor language changes and formatting adjustments were made throughout the CMT Resolution. If approved and adopted by City Council, this resolution will trigger the need to approve and further amend the City-wide Salary/Pay Schedule for Fiscal Year 2023-2024, in compliance with applicable sections of the California Government Code.

LEGAL REVIEW

The City Attorney's Office has reviewed resolutions and approves it as to form.

FUNDING

The total cost for the implementation is $40,725 for fiscal year 23/24. There are four three main components that have a budget effect. First is the ARPA payment to of $3,000 for full-time staff. This ARPA payment will require a budget amendment of $15,000 in account 285-160-580.151 and will be fully funded by the ARPA fund and therefore will not have a General Fund impact. Second is the COLA adjust of 4%. The cost of the COLA adjustment will be $13,125, therefore a budget amendment of $13,125 will be needed in account 100-160-540.300. The General Fund impact of the COLA adjustment will be about $9,188. Third, there is the increase in the flexible benefits of $400 per employee. This will require a budget amendment of $10,500 in account 100-160-505.100. Again, the General Fund impact will be about $7,350 for the cost of the flexible benefits. Finally, there is the increase in the auto allowance benefits of $100 per employee. This will require a budget amendment of $2,100 in account 100-160-501.600 and the General Fund impact will be about $1,470. Total General Fund impact will be about $18,008.

RECOMMENDATION

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

Attachment (s):
1). Schedule of Salary and Benefits for Central Management Employees Resolution, in Track Change Format.
2). Resolution No. CC-2404-064- Adopting the Schedule of Salary and Benefits for Central Management Employees.
3). Resolution No. CC-2404-065– Adopting the Third Amendment to the 2023-2024 City-wide Salary and Pay Schedule.

ATTACHMENT 1

Resolution of the City Council of the City of Lawndale, California Adopting the Schedule of Salaries and Benefits for Designated Central Management Employees effective April 2, 2024, Track Change Format

RESOLUTION NO. CC-24XX-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ADOPTING THE SCHEDULE OF SALARIES AND BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT EMPLOYEES EFFECTIVE April 2, 2024

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawndale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, after discussions between the City Council, City Manager and affected central management employees regarding updating the pre-existing Schedule of Salaries and Benefits for Central Management Employees, the City Council now desires to adopt an updated resolution of salaries, compensation and benefits for certain central management employees, which supersedes any and all pre-existing salary and compensation resolutions for Central Management Employees, including, but not limited to Resolution Nos. CC-1812-050, CC-1903-010, CC-2204-018, CC-2207-037, and CC-2212-057.

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

SECTION 1. That the "City of Lawndale Schedule of Salaries and Benefits for Central Management Employees Effective April 2, 2024," a copy of which is attached hereto and incorporated herein, is approved.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2024.

_____

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-24XX-XXX at a regular meeting of said Council held on the 2nd day of April 2024, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

CITY OF LAWNDALE
SCHEDULE OF SALARY AND BENEFITS FOR
CENTRAL MANAGEMENT EMPLOYEES
EFFECTIVE APRIL 2 ~~DECEMBER 3~~, 2024~~18~~

ARTICLE I INTRODUCTION

Section 01. **AFFECTED EMPLOYEES**. This Schedule of Salary and Benefits for Central Management Employees (the "CME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Lawndale ("City"), hereinafter referred to as the "Affected Employee(s)":

Assistant City Clerk
~~Assistant to the~~ Deputy City Manager/HR Director
Director of Community Services
Director of Municipal Services
Director of Community Development
Director of Finance/City Treasurer
Director of Public Works/ City Engineer

ARTICLE II SALARY

Section 01. **BASIC COMPENSATION PLAN**. The ~~There is hereby maintained and restated a~~ basic compensation plan for ~~the~~ Affected Employees who are now employed, or will ~~in the future~~ be employed in the future, in any of the designated positions of employment set forth in Article I, Section 01 above, is hereby maintained and restated. The available salary and wage schedule identified in this Article for Affected Employees ~~set forth below~~ shall constitute the basic compensation plan ~~for these Affected Employees~~, consisting of a range of pay, using a 5-step range, with 5% between steps and 1% between ranges ~~available~~ as ~~nd identified~~ adopted by the City ~~by position.~~

For the purpose of calculating hourly wages as they pertain to payment of accrued leaves specifically provided for in this CME Compensation Schedule or for any other required or necessary hourly rate determination, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080 rounded to the nearest cent.

Section 02. **SALARY AND WAGE SCHEDULE**. The Affected Employees shall have the following monthly pay and ranges, which shall become effective upon passage of a resolution by City Council and reflect a four (4%) salary adjustment, ~~. The salary tables shall be effective~~ as indicated below:

Position	Range	A	B	C	D	E
Assistant City Clerk	127	$9,716	$10,202	$10,712	$11,248	$11,810
Deputy City Manager/HR Director	164	$14,041	$14,743	$15,480	$16,254	$17,066
Director of Community Services	146	$11,738	$12,325	$12,941	$13,588	$14,268
Director of Municipal Services	146	$11,738	$12,325	$12,941	$13,588	$14,268

Director of Community Development	156	$12,966	$13,615	$14,295	$15,010	$15,761
Director of Finance/City Treasurer	156	$12,966	$13,615	$14,295	$15,010	$15,761
Director of Public Works/ City Engineer	156	$12,966	$13,615	$14,295	$15,010	$15,761

Effective the first full pay period after City Council's approval, full-time Affected Employees currently employed by the City at time of such approval shall receive a one-time, lump sum, taxable, non-PERSable American Rescue Plan Act (ARPA) payment of $3,000. ARPA payments will not set precedent or other reasonable expectation of availability in the future and will be subject to appropriate tax deductions as determined by the City and shall not be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.

~~Effective July 6, 2010, the salary of incumbent Director of Finance/City Treasurer, Ken Louie, was established at $138,776 annually ($11,565 / mo.), a 7% salary increase pursuant to Resolution No. CC-1007-038. With the 4% salary increase due to offsetting cost related to employee CalPERS member contributions pursuant to Resolution No. CC-1110-074 and a 1% salary increase, Ken Louie's salary was $144,327 annually ($12,027 / mo.). Effective July 1, 2013, Ken Louie received a 3% salary increase, bringing his salary to $148,656 annually ($12,388 / mo.). Ken Louie shall be entitled to those salary increases provided to other employees covered by this CME Compensation Schedule, i.e. a 1% salary increase to be effective January 1, 2015 (salary of $12,513 / mo.), a 3% salary increase effective July 1, 2015 (salary of $12,888 / mo.), and a 3% salary increase effective July 1, 2016 (salary of $13,275 / mo.). These salaries are outside the established range for the Director of Finance/City Treasurer, and have been approved by the City Council for Ken Louie only. Future hires will revert back to the range listed in the table above (effective January 1, 2019).~~

Section 03. **LEVEL OF COMPENSATION**. The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

Section 04. **WORK SCHEDULES**. For the Affected Employees, the workweek shall be that specified in Rule 6.05 of the City's Personnel Rules and Regulations. The City is currently operating under a 4/10 work schedule. Said 4/10 schedule shall consist of ten (10) hours per day, four (4) days per week, Monday through Thursday. The established work hours for all Affected Employees are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

Section 05. **FLSA EXEMPT STATUS**. The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

Section 06. **SERVICE**. The word "service," as used in this CME Compensation Schedule, shall be defined to mean continuous, full-time service in the Affected Employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an Affected Employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to terminate and eliminate the accumulated length of service time of such employee for the purpose of compensation eligibility and leave accrual under this CME Compensation Schedule. Such employee

reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary range in the appropriate position as the employee was at the time of the termination of employment, at the discretion of the City Manager.

Section 07. **ADVANCEMENT WITHIN SCHEDULE**. An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 08. **EMPLOYMENT STATUS**. All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article IV, Sections 1 and 2.

ARTICLE III OTHER COMPENSATION

Section 01. **LONGEVITY PAY**. All Affected Employees who have completed five (5) full years of service with the City shall receive a longevity bonus in the form of an annual lump sum payment of one hundred and fifty dollars ($150). Those who have completed ten (10) full years of service shall receive an annual lump sum payment of four hundred dollars ($400). Said payments shall be paid on the first payroll following the Affected Employee's anniversary date of hire.

Section 02. **AUTOMOBILE ALLOWANCE**. Affected Employees shall receive three hundred twenty-five dollars ($325) per month in automobile allowance. This allowance will be in lieu of expense claims for the use of private automobiles on City business.

Section 03. **PROFESSIONAL ENGINEER CERTIFICATION PAY.** The position of Director of Public Works/City Engineer shall receive an additional 5% of the base salary for possession of and maintaining a Professional Engineer (PE) or Land Surveyor certification in good standing in the State of California.

Section 042. **CAREER DEVELOPMENT PROGRAM**. Affected Employees receiving prior written approval from the City Manager shall be eligible to receive tuition reimbursement pursuant to this CME Compensation Schedule for course work leading to or as a prerequisite for a degree or certification which is directly related to the Affected Employee's position and duties with the City.

The City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, books and parking costs, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.

B. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.

C. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.

D. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.

E. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

Section 043.01. ~~**LIMITATIONS ON TUITION REIMBURSEMENT**~~ Limitations on Tuition Reimbursement. No Affected Employee shall be reimbursed for any individual course in an amount greater nine hundred dollars ($900) per semester. In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand eight hundred dollars ($1,800).

ARTICLE IV TERMINATION

Section 01. **SEVERANCE BENEFITS**. In the event an Affected Employee is terminated for any reason other than for cause, and if the Affected Employee does not challenge such termination, including but not limited by means of a civil or administrative claim, then the City shall pay the Affected Employee severance in amount equivalent to the employee's monthly base salary then in effect multiplied by three (3) months ("severance benefit"), less applicable deductions and excluding the value of deferred compensation and the value any other benefits. Prior to such termination, in order to be eligible for severance as provided in this Article, an Affected Employee must have worked for the City a minimum of six (6) months. Any and all severance benefits are conditioned upon and in consideration

for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney.

Section 02. **SOLE AND ENTIRE BENEFITS**. The foregoing Article IV, Section 1, shall be the sole and entire obligation of the City upon the termination of any Affected Employee. Nothing herein is intended to grant any Affected Employee a property interest or other due process right or entitlement in his/her employment with the City, nor provide any right to a due process hearing prior to termination.

Section 03. **TERMINATION FOR CAUSE**. In the event an Affected Employee is terminated for cause as defined in Article IV, Section 1, the employee shall not be entitled to any severance benefit as provided for in Article IV, Section 1. Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

For the purposes of this Resolution, "cause" for termination shall include, but not be limited to, the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of state law or the City's Municipal Code, ordinances, rules, and regulations, (8) use or possession of illegal drugs in violation of state law, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (11) significant mismanagement of City finances, (12) any pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

ARTICLE V STAFF DEVELOPMENT

Section 01. **TRAINING AND DEVELOPMENT**. Affected Employees may attend conferences, workshops, education classes and other programs for the purpose of professional development within the employee's scope of work provided that such attendance has been approved by the City Manager in advance and in writing ("approved conferences") pursuant to the City's Travel Policy.

Section 02. ~~**AUTOMOBILE ALLOWANCE**~~ **TRANSPORTATION**. ~~Affected Employees shall receive two hundred twenty-five dollars ($225) per month in automobile allowance. This allowance will be in lieu of expense claims for the use of private automobiles on City business. However, if an~~ Affected Employee receives an automobile allowance to use ~~uses~~ his/her personal automobile in the course of special meetings and conferences. However, Affected Employees who ~~, and~~ travels over one hundred (100) miles in any one trip, ~~that employee~~ shall also be reimbursed for mileage exceeding one hundred (100) miles at the then-current rate as established by the Internal Revenue Service.

Section 03. **REGISTRATION AND LODGING**. The City shall pay the registration fee for any approved conference. Said fee shall be paid directly by the City on the appropriate registration form

with the prior written approval of the City Manager. The City shall pay the reasonable cost of lodging for any approved conference(s) which are located at such a distance as to make commuting impractical. The City may provide advance payment for lodging, payable to the hotel, upon approval by the City Manager pursuant to the City's Travel Policy.

Section 04. **MEALS.** The City shall reimburse an Affected Employee the cost of meals at any approved conference provided such reimbursement does not exceed per diem amounts pursuant to the City's Travel Policy No. 42-97. The employee may receive an advance for daily meal costs. Receipts shall be provided by the employee indicating the actual cost of meals and either tendering a refund to the City or seeking additional payment to such employee based on final receipts.

Section 05. **REIMBURSEMENT SCHEDULE.** The foregoing advances and/or reimbursements for travel and meeting expenses shall be made on the City's regular warrant and shall be made only one (1) time per month.

ARTICLE VI VACATION LEAVE

Section 01. **VACATION ACCRUAL.** Affected Employees shall accrue vacation leave in accordance with the following formula:

A. 6.7 hours for each month through the first (1st) year of employment (80.4 hours annually).

B. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment (120.0 hours annually).

C. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment (159.60 hours annually).

D. 15.0 hours for each month beginning with the tenth (10th) and subsequent years of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by an Affected Employee only at the end of the month in which the employee was in the service of the City. If an Affected Employee's first day of employment occurs prior to the sixteenth (16th) of any calendar month, then vacation leave shall be accrued for that month. If an Affected Employee's first day of employment occurs on or after the sixteenth (16th) of the month, then vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month, then no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month, then the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month, then the higher rate shall begin with the first (1st) day of the following month.

Section 02. **MAXIMUM VACATION ACCRUAL.** An Affected Employee may accrue up to a maximum of ~~four~~ five hundred twenty ~~seventy~~ (520 ~~470~~) hours of vacation leave. However, hours above 470 hours shall be accrued as "excess hours," which are available for authorized use under Section

.03, but do not otherwise vest, and are not subject to payout under Section .04. When an Affected Employee has reached this maximum accrual of 520 hours, then the employee shall cease to accrue any vacation leave until the balance of accrued vacation leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

Section 03. **UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

No Affected Employee shall be eligible to utilize accrued vacation leave during the first six (6) months of initial full-time service with the City.

Section 04. **VACATION PAYMENT AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum of 470 hours ~~prescribed in this Article~~. No payment upon separation shall be made for such leave unless it is deemed accrued in accordance with this Article VI, Section 01. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VII HOLIDAYS

Section 01. **HOLIDAY DATES.** All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

Section 02. **HOLIDAY ON AUTHORIZED LEAVE DAY.** Should one of the regularly scheduled holidays fall during an Affected Employee's vacation period, or while such employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accrued vacation or other authorized leave time.

In order to be eligible to receive holiday pay, an Affected Employee must have worked, or be deemed to have worked as provided above, such employee's regular scheduled day both before and after the holiday.

Section 03. FLOATING HOLIDAY LEAVE.

A. Amount of Leave Provided. The number of New Floating Holidays (Floaters) varies annually as employees are credited with a floating holiday when an observed City holiday falls on a Saturday and/or when Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day falls on a regularly scheduled day off. If a City holiday falls on a regularly scheduled day off for an employee working a "staggered" 4/10 schedule only, then he or she is credited with a Floater. Use of Holiday Leave Time in the form of Floaters is subject to the approval of the City Manager and to be coordinated within each department to ensure adequate staffing at all times.

B. Accrual Cap. An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined Executive Leave and Floating Holiday Leave.

C. Use. When an Affected Employee is absent from work for a full day or any portion thereof, including arriving to work late or leaving work early, the employee is to use the appropriate and available leave time, such as Floating Holiday Leave, Executive Leave, or Vacation to cover the period of absent time from normal working hours (i.e. 7 a.m. through 6:00 p.m., Monday through Thursday). Use of accrued Floating Holiday Leave is subject to City Manager approval prior to use. Requests for use of Floating Holiday Leave shall be in minimum increments of one half hour. However, where such request has not been made and approved by the City Manager in advance, Floating Holiday Leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are currently 7 a.m. through 6:00 p.m., Monday through Thursday.

D. Payment At Separation. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for combined accrued Floating Holiday and earned Executive leave that has been unused to the effective date of the separation, up to a maximum of 200 hours. No payment upon separation for such leave shall be made unless it is deemed accrued. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused Floating Holiday and Executive leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused Floating Holiday and Executive leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued

leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VIII OTHER LEAVES

Section 01. **FAMILY LEAVE OF ABSENCE.** The City will grant Affected Employees leave in accordance with the provisions of the Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), as applicable.

Section 02. **MILITARY LEAVE OF ABSENCE.** Military leave shall be granted in accordance with the provisions of state and federal law. Any Affected Employee entitled to military leave shall provide the City Manager an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, said employee shall notify the City Manager of such leave at least ten (10) working days in advance of the beginning of such leave.

Any Affected Employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed one (1) year and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall contribute to such employee's health, dental, and vision insurance plans, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

Section 03. **JURY DUTY.** Any Affected Employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Such employee shall notify the City Manager of the dates of the jury duty upon receipt of the court notice regarding the same. Such employee shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled workday. Such employee shall be required to remit to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. Any days served on jury duty which are on an employee's scheduled day or time off from work shall be the employee's civic duty and not subject to any additional compensation by the City.

Section 04. **WITNESS IN COURT.** Any Affected Employee subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal on a matter directly related to the employee's officially assigned duties with the City shall be granted leave with pay during the time such employee is appearing as a witness. The employee shall notify the City Manager of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

This provision does not apply to circumstances where the employee is a criminal defendant in a court case.

Section 05. **BEREAVEMENT LEAVE.** On the death of an Affected Employee's spouse, domestic partner as defined by California law, natural or adopted child, stepchild, grandchild, brother,

sister, parent, grandparent, parent-in-law, brother or sister-in-law, stepparent, stepbrother, stepsister, the employee shall be granted bereavement leave for a period not to exceed forty (40) hours.

Section 06. EXECUTIVE LEAVE.

A. Amount Provided. An Affected Employee shall be credited a total of one hundred and twenty ~~eighty nine~~ (120 ~~89~~) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Affected Employees shall accrue Executive Leave time on a pro-rata basis per month equal to 10 ~~7.416~~ hours per month commencing the first day of the month.

B. Purpose. Executive Leave, which was formerly referred to as "Administrative Leave," provides Affected Employees a benefit of additional paid leave time in recognition of evening meetings and hours worked beyond the City's normal work schedule by Affected Employees, who are exempt employees. (Executive Leave is not provided to any other employee groups or to non-exempt employees.) The City Council authorized and implemented this benefit for use by Affected Employees in lieu of crediting work for a portion of a day as a full work day (also known as "flex time"), as this practice would be disruptive to the efficiency and effectiveness of the workplace. As such, there is no "flex time" provided. In contrast, Executive Leave is to be used by Affected Employees when taking time off for a full work day or any portion of a work day, including arriving to work late or leaving work early for personal reasons.

C. Accrual Cap. An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined Executive Leave and Floating Holiday Leave.

D. Use. When an Affected Employee is absent from work for any reason for a full day or any portion thereof, including arriving to work late or leaving work early, the employee is to use the appropriate and available leave time, such as Executive Leave, to cover the period of absent time from normal working hours (i.e. 7 a.m. through 6:00 p.m., Monday through Thursday). Use of accrued Executive Leave is subject to City Manager approval prior to use. Requests for use of Executive Leave shall be in minimum increments of one half hour. However, where such request has not been made and approved by the City Manager in advance, Executive Leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be 7 a.m. through 6:00 p.m., Monday through Thursday.

E. Payment At Separation. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for combined accrued Floating Holiday and earned Executive leave that has been unused to the effective date of the separation, up to a maximum of 200 hours. No payment upon separation for such leave shall be made unless it is deemed accrued. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused Floating Holiday and Executive leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed

with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

ARTICLE IX SICK LEAVE

Section 01. SICK LEAVE ELIGIBILITY. An Affected Employee shall be eligible to accrue sick leave with pay as provided for in this CME Compensation Schedule. Sick leave shall be utilized solely during periods of illness or medical appointments, preventive care, diagnosis, or for specified purpose (serious health condition, victim of domestic violence, sexual assault or stalking) of such employee, his/her immediate family or a designated person. Sick leave may be utilized to allow such employee to accompany such employee's immediate family, meaning spouse, domestic partner as defined by California law, natural or adopted child, brother, sister, parent, stepparent, stepbrother, ~~or~~ stepsister, grandparent, grandchild, or a "designated person"(as identified by the employee), to medical or hospital appointments or emergencies. A designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The City may limit an employee to one designated person per 12-month period for family care and medical leave.

The City Manager, in his/her discretion, may permit an Affected Employee to utilize sick leave for other medically related issues of the Affected Employee or of an individual not included in the above definition of an immediate family member, which includes "designated person" not listed above.

Nothing in this Section shall prohibit an Affected Employee from using his/her other accrued leave time for purposes of illness or medical appointment.

Section 02. SICK LEAVE ACCRUAL. Affected Employees shall accrue ten (10) hours of sick leave on the first day of each month.

Newly hired Affected Employees shall be deemed to have accrued forty-eight (48) hours of sick leave time on the date of initial hire as an advance against subsequent accruals, and shall be eligible to begin the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of continuous employment.

An Affected Employee may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. When an Affected Employee has reached this maximum accrual, the employee shall cease to accrue sick leave until the balance of accrued sick leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

Section 03. REPORTING OF SICK LEAVE. An Affected Employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform the City Manager of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day the employee returns to work indicating the date, times and nature of illness.

All reported sick leave shall be accounted for on a minute for minute basis, relative to the employees' work schedule.

The City Manager, in his/her sole discretion, may require an Affected Employee to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

Section 04. CONVERSION OF ACCRUED SICK LEAVE. In compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), an Affected Employee, hired prior to September 3, 2019, may convert up to sixty (60) hours of accrued sick leave to cash at the employee's then-current hourly rate of pay on an hour for hour basis. After the conversion, an Affected Employee shall be required to have forty (40) hours of accrued sick leave remaining. Requests for sick leave conversion must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.

Payment of sick leave converted to cash shall be on the first regular City payroll in October.

Section 05 ~~4~~. SICK LEAVE UPON SEPARATION. An Affected Employee who has been employed by the City for at least five (5) full years of continuous employment shall be entitled to convert one-half (1/2) of any accrued and unused sick leave time to vacation leave at an hour for hour exchange up to the maximum amount of total vacation accrual permitted (excluding any "excess hours."). The Affected Employees employed by the City for less than five (5) full years of continuous employment shall have no right to covert accrued and unused sick leave.

Section 06 ~~5~~. CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT. Upon voluntary retirement and after a minimum of ten (10) years' service, an Affected Employee may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining.

ARTICLE X HEALTH BENEFITS

Section 01. MEDICAL BENEFITS. Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

Section 02. FLEXIBLE BENEFITS PLAN. The City shall implement ~~also provide~~ a flexible benefit plan and provide a specific dollar amount each month to each eligible employee to use towards the purchase of health benefits, on a pre-tax bases, as follows:

A. ~~A.~~ The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents ($1,080.36) to use towards the purchase of medical, dental, vision insurance through the program offered by the City.

Employees hired prior to October 18, 2018, may have the option of receiving remaining/ unspent funds as taxable income or cash, after satisfying the benefit enrollment criteria. Employees hired after October 18, 2018, may have the option of designating remaining/ unspent funds to the employees voluntary deferred compensation account, after satisfying the benefit enrollment criteria. Employees will not receive any cash payout of flexible benefit contributions.

B. Effective first pay date of January 2024, the Flexible Benefit Contribution shall be increased from One Thousand Eighty Dollars and Thirty-six Cents ($1,080.36) per month to One Thousand Four Hundred Eighty Dollars and Thirty-Six cents. ($1,480.36) per month.

C. Effective first pay date of January 2025, the Flexible Benefit Contribution per month per full time employee shall be increased from One Thousand Four Hundred Eighty Dollars and Thirty-Six cents ($1,480.36) per month to One Thousand Six Hundred Eighty Dollars and Thirty-Six cents ($1,680.36) per month.

D. Regardless of hire date, increases to the monthly flexible benefit contribution shall have no cash value and shall be used for the purchase of City sponsored health benefit premiums (i.e., medical, dental, vision, and health spending account) only.

E. Employees hired by the City prior to October 18, 2018, ~~or on the date of City Council approval and adoption of this resolution, whichever is later~~, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits ~~do not take~~ (medical, dental or vision insurance) through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution maximum of up to $1,080.36 per month, in lieu of ~~the flexible benefits contribution~~ medical, dental or vision insurance coverage. ~~As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program~~. New Employees hired by the City after October 18, 2018 ~~the City Council approval and adoption of this resolution, whichever is later~~, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits and have a maximum of up to $1,080.36 per month of the Flexible Benefit Contribution designated to the employees voluntary deferred compensation account offered by the City account, upon written option from the employee to the Human Resources. New Employees shall not receive cash in lieu equivalent of medical, dental or vision insurance.

F. ~~B.~~ The flexible benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations will be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Affected Employees may allocate any remaining amount of flexible benefits contribution among the following City sponsored programs:

1. Dependent insurance
2. Additional life insurance
3. Section 125 Program - Flexible Spending Account

G. ~~C.~~ The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

1. The City shall contribute the full amount of the premium for employee for a $100,000 term life insurance.

2. The City shall contribute the full amount of the premium for employee for long-term disability insurance.

3. The City shall contribute the full amount of the premium for employee for an employee assistance program.

Section 03. **SECTION 125 PROGRAM**. The City currently provides a Section 125 Program, which allows benefits to be paid from pre-tax dollars. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation will be paid by the Affected Employee.

Section 04. **RETIREE PARTICIPATION**. Retirees who have retired under a CalPERS retirement program after a minimum of five (5) years of continuous full-time employment with the City, shall be eligible to participate in the CalPERS medical program. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Effective on the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees hired after that date, and who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Section 05. **INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION**. In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

ARTICLE XI RETIREMENT PROGRAM

Section 01. **CALPERS MEMBERSHIP**. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

a. Section 21354: 2% at 55 retirement- Full Formula

b. Section 21574: Fourth Level of 1959 Survivors Program

c. Section 21042: Military Service as Public Service

d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

Section 02. **PARS MEMBERSHIP**. Pursuant to Government Code Section 53216, *et seq.*, the City has agreed to participate in the Public Agency Retirement Services Trust Program ("PARS"), effective July 1, 2007, with respect to the Affected Employees. Accordingly, the City shall pay, on behalf of each eligible Affected Employee, an amount necessary to fund the employee's share of the required contribution for a retirement enhancement plan and shall enter into a contract with PARS to provide a 1% at 55 retirement enhancement. The guidelines for participation, amounts funded, and other participation related policies shall be incorporated into an agreement between the City and PARS. To participate in the City's PARS program, an Affected Employee must have been employed for no less than two years as a central management employee, upon which enrollment would be retroactive to the Affected Employee's hire date as a central management employee, provided such plan is allowable by PARS. This plan is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the foregoing section.

To comply with the provisions of PEPRA, PARS shall not be available to any Affected Employee hired on or after January 1, 2013.

Section 03. **DEFERRED COMPENSATION AVAILABLE**. The City shall make available to all Affected Employees a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the employee or for use of an Affected Employee as provided in Article X, Section 02 herein. Further, flexible benefit contributions not used for the purchase of health benefits may be contributed to the employee's deferred compensation account upon written option by the employee to the Human Resources Department.

The City provides for a deferred compensation match program for Affected Employees ~~shall be~~ as follows: an Affected Employee contribution of up to $7,750 shall be matched with up to $7,750 by the

City, such that the City matches one dollar for every dollar contributed by an Affected Employee up to $7,750.

ARTICLE XII EFFECTIVE DATE

Section 01. EFFECTIVE DATE AND AMENDMENTS. Unless otherwise noted in the provisions above, this CMT Compensation Schedule shall be effective as of ~~December 3, 2018~~ April 2, 2024, and may be amended or modified and provisions hereof may be superseded, and the City Council retains the right to change the benefits contained herein, including accrual rates, by resolution of the City Council, except as expressly provided in this Section. Any vested leave accrued by an Affected Employee shall remain vested to the employee and shall not be changed or altered by the City.

ATTACHMENT 2

Resolution No. CC-2404-064

Resolution of the City Council of the City of Lawndale, California Adopting the Schedule of Salaries and Benefits for Designated Central Management Employees effective April 2, 2024

RESOLUTION NO. CC-2404-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ADOPTING THE SCHEDULE OF SALARIES AND BENEFITS FOR DESIGNATED CENTRAL MANAGEMENT EMPLOYEES EFFECTIVE April 2, 2024

WHEREAS, Section 36506 of the California Government Code requires that the city council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, Section 2.12.030 of the City of Lawndale ("City") Municipal Code similarly requires that the salaries and compensation of officers and employees of the City shall be as established by resolution of the City Council; and

WHEREAS, the City Council has historically adopted a resolution known as the "Schedule of Salaries and Benefits for Central Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, part-time and/or other City employees; and

WHEREAS, after discussions between the City Council, City Manager and affected central management employees regarding updating the pre-existing Schedule of Salaries and Benefits for Central Management Employees, the City Council now desires to adopt an updated resolution of salaries, compensation and benefits for certain central management employees, which supersedes any and all pre-existing salary and compensation resolutions for Central Management Employees, including, but not limited to Resolution Nos. CC-1812-050, CC-1903-010, CC-2204-018, CC-2207-037, and CC-2212-057.

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

SECTION 1. That the "City of Lawndale Schedule of Salaries and Benefits for Central Management Employees Effective April 2, 2024," a copy of which is attached hereto and incorporated herein, is approved.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2024.

_____

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2404-064 at a regular meeting of said Council held on the 2nd day of April 2024, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

CITY OF LAWNDALE
SCHEDULE OF SALARY AND BENEFITS FOR
CENTRAL MANAGEMENT EMPLOYEES
EFFECTIVE APRIL 2, 2024

ARTICLE I INTRODUCTION

Section 01. AFFECTED EMPLOYEES. This Schedule of Salary and Benefits for Central Management Employees (the "CME Compensation Schedule") shall be in force and effect for the following classifications of central management employees with the City of Lawndale ("City"), hereinafter referred to as the "Affected Employee(s)":

Assistant City Clerk
Deputy City Manager/HR Director
Director of Community Services
Director of Municipal Services
Director of Community Development
Director of Finance/City Treasurer
Director of Public Works/ City Engineer

ARTICLE II SALARY

Section 01. BASIC COMPENSATION PLAN. The basic compensation plan for Affected Employees who are now employed, or will be employed in the future, in any of the designated positions of employment set forth in Article I, Section 01 above, is hereby maintained and restated. The available salary and wage schedule identified in this Article for Affected Employees shall constitute the basic compensation plan, consisting of a range of pay, using a 5-step range, with 5% between steps and 1% between ranges as adopted by the City.

For the purpose of calculating hourly wages as they pertain to payment of accrued leaves specifically provided for in this CME Compensation Schedule or for any other required or necessary hourly rate determination, the hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080 rounded to the nearest cent.

Section 02. SALARY AND WAGE SCHEDULE. The Affected Employees shall have the following monthly pay and ranges, which shall become effective upon passage of a resolution by City Council and reflect a four (4%) salary adjustment, as indicated below:

Position	Range	A	B	C	D	E
Assistant City Clerk	127	$9,716	$10,202	$10,712	$11,248	$11,810
Deputy City Manager/HR Director	164	$14,041	$14,743	$15,480	$16,254	$17,066
Director of Community Services	146	$11,738	$12,325	$12,941	$13,588	$14,268
Director of Municipal Services	146	$11,738	$12,325	$12,941	$13,588	$14,268
Director of Community Development	156	$12,966	$13,615	$14,295	$15,010	$15,761
Director of Finance/City Treasurer	156	$12,966	$13,615	$14,295	$15,010	$15,761
Director of Public Works/ City Engineer	156	$12,966	$13,615	$14,295	$15,010	$15,761

Effective the first full pay period after City Council's approval, full-time Affected Employees currently employed by the City at time of such approval shall receive a one-time, lump sum, taxable, non-PERSable American Rescue Plan Act (ARPA) payment of $3,000. ARPA payments will not set precedent or other reasonable expectation of availability in the future and will be subject to appropriate tax deductions as determined by the City and shall not be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.

Section 03. **LEVEL OF COMPENSATION**. The compensation of all Affected Employees shall be determined on a merit basis, and said employees shall initially be placed, at time of appointment by the City Manager, at a pay step within the applicable pay ranges as herein established.

Section 04. **WORK SCHEDULES**. For the Affected Employees, the workweek shall be that specified in Rule 6.05 of the City's Personnel Rules and Regulations. The City is currently operating under a 4/10 work schedule. Said 4/10 schedule shall consist of ten (10) hours per day, four (4) days per week, Monday through Thursday. The established work hours for all Affected Employees are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

Section 05. **FLSA EXEMPT STATUS**. The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

Section 06. **SERVICE**. The word "service," as used in this CME Compensation Schedule, shall be defined to mean continuous, full-time service in the Affected Employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an Affected Employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to terminate and eliminate the accumulated length of service time of such employee for the purpose of compensation eligibility and leave accrual under this CME Compensation Schedule. Such employee reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary range in the appropriate position as the employee was at the time of the termination of employment, at the discretion of the City Manager.

Section 07. **ADVANCEMENT WITHIN SCHEDULE**. An Affected Employee shall be considered for advancement within the steps of the Salary and Wage Schedule set forth above at the discretion of the City Manager. The City Manager shall evaluate all Affected Employees on an annual basis as determined by the initial hire date. If it is determined that an Affected Employee is eligible for an advancement, the effective date of the advancement shall be the first payroll period following the City Manager's approval unless otherwise specified by the City Manager. Advancements within the salary range may be granted, based on merit, if an Affected Employee demonstrates exceptional ability and proficiency in the performance of the employee's duties as determined by the City Manager.

Section 08. **EMPLOYMENT STATUS**. All Affected Employees are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to

receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article IV, Sections 1 and 2.

ARTICLE III OTHER COMPENSATION

Section 01. **LONGEVITY PAY.** All Affected Employees who have completed five (5) full years of service with the City shall receive a longevity bonus in the form of an annual lump sum payment of one hundred and fifty dollars ($150). Those who have completed ten (10) full years of service shall receive an annual lump sum payment of four hundred dollars ($400). Said payments shall be paid on the first payroll following the Affected Employee's anniversary date of hire.

Section 02. **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive three hundred twenty-five dollars ($325) per month in automobile allowance. This allowance will be in lieu of expense claims for the use of private automobiles on City business.

Section 03. **PROFESSIONAL ENGINEER CERTIFICATION PAY.** The position of Director of Public Works/City Engineer shall receive an additional 5% of the base salary for possession of and maintaining a Professional Engineer (PE) or Land Surveyor certification in good standing in the State of California.

Section 04. **CAREER DEVELOPMENT PROGRAM.** Affected Employees receiving prior written approval from the City Manager shall be eligible to receive tuition reimbursement pursuant to this CME Compensation Schedule for course work leading to or as a prerequisite for a degree or certification which is directly related to the Affected Employee's position and duties with the City.

The City shall reimburse an Affected Employee's costs for required school fees such as tuition, registration fees, books and parking costs, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

A. Courses, degrees and certifications must relate to the Affected Employee's position or be directly related to the employee's potential development with the City.

B. Course work taken only at institutions accredited by nationally recognized accrediting agencies that the federal Secretary of Education has determined to be reliable authorities as to the quality of such education or training offered shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to the sole discretion of the City Manager.

C. Affected Employees shall only receive tuition reimbursement if they satisfactorily complete the approved course with a "pass" or grade of "C" or better.

D. In the event an Affected Employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.

E. Upon completion of each course, an Affected Employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the Affected Employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an Affected Employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

Section 04.01. Limitations on Tuition Reimbursement. No Affected Employee shall be reimbursed for any individual course in an amount greater nine hundred dollars ($900) per semester. In no case shall the total amount of tuition reimbursement for individual courses provided to an Affected Employee in a given fiscal year exceed one thousand eight hundred dollars ($1,800).

ARTICLE IV TERMINATION

Section 01. **SEVERANCE BENEFITS.** In the event an Affected Employee is terminated for any reason other than for cause, and if the Affected Employee does not challenge such termination, including but not limited by means of a civil or administrative claim, then the City shall pay the Affected Employee severance in amount equivalent to the employee's monthly base salary then in effect multiplied by three (3) months ("severance benefit"), less applicable deductions and excluding the value of deferred compensation and the value any other benefits. Prior to such termination, in order to be eligible for severance as provided in this Article, an Affected Employee must have worked for the City a minimum of six (6) months. Any and all severance benefits are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney.

Section 02. **SOLE AND ENTIRE BENEFITS.** The foregoing Article IV, Section 1, shall be the sole and entire obligation of the City upon the termination of any Affected Employee. Nothing herein is intended to grant any Affected Employee a property interest or other due process right or entitlement in his/her employment with the City, nor provide any right to a due process hearing prior to termination.

Section 03. **TERMINATION FOR CAUSE.** In the event an Affected Employee is terminated for cause as defined in Article IV, Section 1, the employee shall not be entitled to any severance benefit as provided for in Article IV, Section 1. Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

For the purposes of this Resolution, "cause" for termination shall include, but not be limited to, the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies and/or a

finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of state law or the City's Municipal Code, ordinances, rules, and regulations, (8) use or possession of illegal drugs in violation of state law, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (11) significant mismanagement of City finances, (12) any pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

ARTICLE V STAFF DEVELOPMENT

Section 01. **TRAINING AND DEVELOPMENT**. Affected Employees may attend conferences, workshops, education classes and other programs for the purpose of professional development within the employee's scope of work provided that such attendance has been approved by the City Manager in advance and in writing ("approved conferences") pursuant to the City's Travel Policy.

Section 02. **TRANSPORTATION**. Affected Employee receives an automobile allowance to use his/her personal automobile in the course of special meetings and conferences. However, Affected Employees who travels over one hundred (100) miles in any one trip, shall also be reimbursed for mileage exceeding one hundred (100) miles at the then-current rate as established by the Internal Revenue Service.

Section 03. **REGISTRATION AND LODGING**. The City shall pay the registration fee for any approved conference. Said fee shall be paid directly by the City on the appropriate registration form with the prior written approval of the City Manager. The City shall pay the reasonable cost of lodging for any approved conference(s) which are located at such a distance as to make commuting impractical. The City may provide advance payment for lodging, payable to the hotel, upon approval by the City Manager pursuant to the City's Travel Policy.

Section 04. **MEALS**. The City shall reimburse an Affected Employee the cost of meals at any approved conference provided such reimbursement does not exceed per diem amounts pursuant to the City's Travel Policy No. 42-97. The employee may receive an advance for daily meal costs. Receipts shall be provided by the employee indicating the actual cost of meals and either tendering a refund to the City or seeking additional payment to such employee based on final receipts.

Section 05. **REIMBURSEMENT SCHEDULE**. The foregoing advances and/or reimbursements for travel and meeting expenses shall be made on the City's regular warrant and shall be made only one (1) time per month.

ARTICLE VI VACATION LEAVE

Section 01. **VACATION ACCRUAL**. Affected Employees shall accrue vacation leave in accordance with the following formula:

A. 6.7 hours for each month through the first (1st) year of employment (80.4 hours annually).

B. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment (120.0 hours annually).

C. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment (159.60 hours annually).

D. 15.0 hours for each month beginning with the tenth (10th) and subsequent years of employment (180.0 hours annually).

Vacation leave shall be deemed as having been accrued by an Affected Employee only at the end of the month in which the employee was in the service of the City. If an Affected Employee's first day of employment occurs prior to the sixteenth (16th) of any calendar month, then vacation leave shall be accrued for that month. If an Affected Employee's first day of employment occurs on or after the sixteenth (16th) of the month, then vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month, then no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month, then the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month, then the higher rate shall begin with the first (1st) day of the following month.

Section 02. MAXIMUM VACATION ACCRUAL. An Affected Employee may accrue up to a maximum of five hundred twenty (520) hours of vacation leave. However, hours above 470 hours shall be accrued as "excess hours," which are available for authorized use under Section 03, but do not otherwise vest, and are not subject to payout under Section 04. When an Affected Employee has reached this maximum accrual of 520 hours, then the employee shall cease to accrue any vacation leave until the balance of accrued vacation leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

Section 03. UTILIZATION OF VACATION LEAVE. Utilization of vacation leave shall be scheduled through the City Manager, who shall, in his sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of the Affected Employee, the availability of staff to assume the duties of the employee, the impact of the leave on overall City service or pending projects, and the overall staffing and other needs of the City.

No Affected Employee shall be eligible to utilize accrued vacation leave during the first six (6) months of initial full-time service with the City.

Section 04. VACATION PAYMENT AT SEPARATION. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum of 470 hours.

No payment upon separation shall be made for such leave unless it is deemed accrued in accordance with this Article VI, Section 01. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused vacation leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VII HOLIDAYS

Section 01. HOLIDAY DATES. All Affected Employees shall have the same legal holidays and the same schedule of holidays as are afforded mid-management employees, either by City's past practice or as presently listed in the current memorandum of understanding governing those employees.

Section 02. HOLIDAY ON AUTHORIZED LEAVE DAY. Should one of the regularly scheduled holidays fall during an Affected Employee's vacation period, or while such employee is lawfully absent with pay, the employee shall be credited for the holiday and no charge shall be made against the employee's accrued vacation or other authorized leave time.

In order to be eligible to receive holiday pay, an Affected Employee must have worked, or be deemed to have worked as provided above, such employee's regular scheduled day both before and after the holiday.

Section 03. FLOATING HOLIDAY LEAVE.

A. Amount of Leave Provided. The number of New Floating Holidays (Floaters) varies annually as employees are credited with a floating holiday when an observed City holiday falls on a Saturday and/or when Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day falls on a regularly scheduled day off. If a City holiday falls on a regularly scheduled day off for an employee working a "staggered" 4/10 schedule only, then he or she is credited with a Floater. Use of Holiday Leave Time in the form of Floaters is subject to the approval of the City Manager and to be coordinated within each department to ensure adequate staffing at all times.

B. Accrual Cap. An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined Executive Leave and Floating Holiday Leave.

C. Use. When an Affected Employee is absent from work for a full day or any portion thereof, including arriving to work late or leaving work early, the employee is to use the appropriate and available leave time, such as Floating Holiday Leave, Executive Leave, or Vacation to cover the period of absent time from normal working hours (i.e. 7 a.m.

through 6:00 p.m., Monday through Thursday). Use of accrued Floating Holiday Leave is subject to City Manager approval prior to use. Requests for use of Floating Holiday Leave shall be in minimum increments of one half hour. However, where such request has not been made and approved by the City Manager in advance, Floating Holiday Leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are currently 7 a.m. through 6:00 p.m., Monday through Thursday.

D. Payment At Separation. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for combined accrued Floating Holiday and earned Executive leave that has been unused to the effective date of the separation, up to a maximum of 200 hours. No payment upon separation for such leave shall be made unless it is deemed accrued. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused Floating Holiday and Executive leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Payment for accrued and unused Floating Holiday and Executive leave shall be dispersed at the next regular City payroll, but within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued leave shall be made on the next regular payroll following the effective date of the separation.

ARTICLE VIII OTHER LEAVES

Section 01. **FAMILY LEAVE OF ABSENCE**. The City will grant Affected Employees leave in accordance with the provisions of the Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), as applicable.

Section 02. **MILITARY LEAVE OF ABSENCE**. Military leave shall be granted in accordance with the provisions of state and federal law. Any Affected Employee entitled to military leave shall provide the City Manager an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, said employee shall notify the City Manager of such leave at least ten (10) working days in advance of the beginning of such leave.

Any Affected Employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed one (1) year and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall contribute to such employee's health, dental, and vision

insurance plans, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

Section 03. **JURY DUTY.** Any Affected Employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Such employee shall notify the City Manager of the dates of the jury duty upon receipt of the court notice regarding the same. Such employee shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled workday. Such employee shall be required to remit to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. Any days served on jury duty which are on an employee's scheduled day or time off from work shall be the employee's civic duty and not subject to any additional compensation by the City.

Section 04. **WITNESS IN COURT.** Any Affected Employee subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal on a matter directly related to the employee's officially assigned duties with the City shall be granted leave with pay during the time such employee is appearing as a witness. The employee shall notify the City Manager of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

This provision does not apply to circumstances where the employee is a criminal defendant in a court case.

Section 05. **BEREAVEMENT LEAVE.** On the death of an Affected Employee's spouse, domestic partner as defined by California law, natural or adopted child, stepchild, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, stepparent, stepbrother, stepsister, the employee shall be granted bereavement leave for a period not to exceed forty (40) hours.

Section 06. **EXECUTIVE LEAVE.**

A. Amount Provided. An Affected Employee shall be credited a total of one hundred and twenty (120) hours of Executive Leave with pay each fiscal year (July 1 to June 30). Affected Employees shall accrue Executive Leave time on a pro-rata basis per month equal to 10 hours per month commencing the first day of the month.

B. Purpose. Executive Leave, which was formerly referred to as "Administrative Leave," provides Affected Employees a benefit of additional paid leave time in recognition of evening meetings and hours worked beyond the City's normal work schedule by Affected Employees, who are exempt employees. (Executive Leave is not provided to any other employee groups or to non-exempt employees.) The City Council authorized and implemented this benefit for use by Affected Employees in lieu of crediting work for a portion of a day as a full work day (also known as "flex time"), as this practice would be disruptive to the efficiency and effectiveness of the workplace. As such, there is no "flex time" provided. In contrast, Executive Leave is to be used by Affected Employees when taking time off for a full work day or any portion of a work day, including arriving to work late or leaving work early for personal reasons.

C. Accrual Cap. An Affected Employee shall be allowed to accrue up to a maximum of two hundred (200) hours of combined Executive Leave and Floating Holiday Leave.

D. Use. When an Affected Employee is absent from work for any reason for a full day or any portion thereof, including arriving to work late or leaving work early, the employee is to use the appropriate and available leave time, such as Executive Leave, to cover the period of absent time from normal working hours (i.e. 7 a.m. through 6:00 p.m., Monday through Thursday). Use of accrued Executive Leave is subject to City Manager approval prior to use. Requests for use of Executive Leave shall be in minimum increments of one half hour. However, where such request has not been made and approved by the City Manager in advance, Executive Leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be 7 a.m. through 6:00 p.m., Monday through Thursday.

E. Payment At Separation. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for combined accrued Floating Holiday and earned Executive leave that has been unused to the effective date of the separation, up to a maximum of 200 hours. No payment upon separation for such leave shall be made unless it is deemed accrued. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination.

In the event of the death of an Affected Employee, payment for accrued and unused Floating Holiday and Executive leave shall be paid to the beneficiary designated by the employee. Such designation shall have been in writing, signed by the employee and filed with the Personnel Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

ARTICLE IX SICK LEAVE

Section 01. SICK LEAVE ELIGIBILITY. An Affected Employee shall be eligible to accrue sick leave with pay as provided for in this CME Compensation Schedule. Sick leave shall be utilized solely during periods of illness or medical appointments, preventive care, diagnosis, or for specified purpose (serious health condition, victim of domestic violence, sexual assault or stalking) of such employee, his/her immediate family or a designated person. Sick leave may be utilized to allow such employee to accompany such employee's immediate family, meaning spouse, domestic partner as defined by California law, natural or adopted child, brother, sister, parent, stepparent, stepbrother, ~~or~~ stepsister, grandparent, grandchild, or a "designated person" (as identified by the employee), to medical or hospital appointments or emergencies. A designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The City may limit an employee to one designated person per 12-month period for family care and medical leave.

The City Manager, in his/her discretion, may permit an Affected Employee to utilize sick leave for other medically related issues of the Affected Employee or of an individual not included in the above definition of an immediate family member, which includes "designated person" not listed above.

Nothing in this Section shall prohibit an Affected Employee from using his/her other accrued leave time for purposes of illness or medical appointment.

Section 02. SICK LEAVE ACCRUAL. Affected Employees shall accrue ten (10) hours of sick leave on the first day of each month.

Newly hired Affected Employees shall be deemed to have accrued forty-eight (48) hours of sick leave time on the date of initial hire as an advance against subsequent accruals, and shall be eligible to begin the monthly accrual provided for herein beginning on the first day of the month following completion of six (6) months of continuous employment.

An Affected Employee may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. When an Affected Employee has reached this maximum accrual, the employee shall cease to accrue sick leave until the balance of accrued sick leave has fallen below this maximum accrual, at which time such employee shall resume accrual at the rate provided for herein.

Section 03. REPORTING OF SICK LEAVE. An Affected Employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform the City Manager of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day the employee returns to work indicating the date, times and nature of illness.

All reported sick leave shall be accounted for on a minute for minute basis, relative to the employees' work schedule.

The City Manager, in his/her sole discretion, may require an Affected Employee to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

Section 04. CONVERSION OF ACCRUED SICK LEAVE. In compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), an Affected Employee, hired prior to September 3, 2019, may convert up to sixty (60) hours of accrued sick leave to cash at the employee's then-current hourly rate of pay on an hour for hour basis. After the conversion, an Affected Employee shall be required to have forty (40) hours of accrued sick leave remaining. Requests for sick leave conversion must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.

Payment of sick leave converted to cash shall be on the first regular City payroll in October.

Section 05. SICK LEAVE UPON SEPARATION. An Affected Employee who has been employed by the City for at least five (5) full years of continuous employment shall be entitled to convert one-half (1/2) of any accrued and unused sick leave time to vacation leave at an hour for hour exchange up to the maximum amount of total vacation accrual permitted (excluding any "excess hours."). The Affected Employees employed by the City for less than five (5) full years of continuous employment shall have no right to covert accrued and unused sick leave.

Section 06. CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT. Upon voluntary retirement and after a minimum of ten (10) years' service, an Affected Employee may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining.

ARTICLE X HEALTH BENEFITS

Section 01. MEDICAL BENEFITS. Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

Section 02. FLEXIBLE BENEFITS PLAN. The City shall implement a flexible benefit plan and provide a specific dollar amount each month to each eligible employee to use towards the purchase of health benefits, on a pre-tax bases, as follows:

A. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents ($1,080.36) to use towards the purchase of medical, dental, vision insurance through the program offered by the City.

   Employees hired prior to October 18, 2018, may have the option of receiving remaining/ unspent funds as taxable income or cash, after satisfying the benefit enrollment criteria. Employees hired after October 18, 2018, may have the option of designating remaining/ unspent funds to the employees voluntary deferred compensation account, after satisfying the benefit enrollment criteria. Employees will not receive any cash payout of flexible benefit contributions.

B. Effective first pay date of January 2024, the Flexible Benefit Contribution shall be increased from One Thousand Eighty Dollars and Thirty-six Cents ($1,080.36) per month to One Thousand Four Hundred Eighty Dollars and Thirty-Six cents. ($1,480.36) per month.

C. Effective first pay date of January 2025, the Flexible Benefit Contribution per month per full time employee shall be increased from One Thousand Four Hundred Eighty Dollars and Thirty-Six cents ($1,480.36) per month to One Thousand Six Hundred Eighty Dollars and Thirty-Six cents ($1,680.36) per month.

D. Regardless of hire date, increases to the monthly flexible benefit contribution shall have no cash value and shall be used for the purchase of City sponsored health benefit premiums (i.e., medical, dental, vision, and health spending account) only.

E. Employees hired by the City prior to October 18, 2018, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits (medical, dental or vision insurance) through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution maximum of up to $1,080.36 per month, in lieu of medical, dental or vision insurance coverage. New Employees hired by the City after October 18, 2018, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits and have a maximum of up to $1,080.36 per month of the Flexible Benefit Contribution designated to the employees voluntary deferred compensation account offered by the City account, upon written option from the employee to the Human Resources. New Employees shall not receive cash in lieu equivalent of medical, dental or vision insurance.

F. The flexible benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations will be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Affected Employees may allocate any remaining amount of flexible benefits contribution among the following City sponsored programs:

1. Dependent insurance
2. Additional life insurance
3. Section 125 Program - Flexible Spending Account

G. The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

1. The City shall contribute the full amount of the premium for employee for a $100,000 term life insurance.

2. The City shall contribute the full amount of the premium for employee for long-term disability insurance.

3. The City shall contribute the full amount of the premium for employee for an employee assistance program.

Section 03. **SECTION 125 PROGRAM**. The City currently provides a Section 125 Program, which allows benefits to be paid from pre-tax dollars. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation will be paid by the Affected Employee.

Section 04. **RETIREE PARTICIPATION**. Retirees who have retired under a CalPERS retirement program after a minimum of five (5) years of continuous full-time employment with the City, shall be eligible to participate in the CalPERS medical program. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Effective on the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees hired after that date, and who have retired under a CalPERS retirement program after

a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Section 05. INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION. In the event any Affected Employee who has been employed by the City for a minimum of five (5) years of continuous full-time employment and suffers a work related injury and who is, thereby, absent from work due to such injury the City shall continue to make the insurance contribution then currently being permitted under Section 2 above for a maximum of ninety (90) days. Said contribution shall not extend to deferred compensation payments.

ARTICLE XI RETIREMENT PROGRAM

Section 01. CALPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

a. Section 21354: 2% at 55 retirement- Full Formula

b. Section 21574: Fourth Level of 1959 Survivors Program

c. Section 21042: Military Service as Public Service

d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

Section 02. PARS MEMBERSHIP. Pursuant to Government Code Section 53216, *et seq.*, the City has agreed to participate in the Public Agency Retirement Services Trust Program ("PARS"), effective July 1, 2007, with respect to the Affected Employees. Accordingly, the City shall pay, on

behalf of each eligible Affected Employee, an amount necessary to fund the employee's share of the required contribution for a retirement enhancement plan and shall enter into a contract with PARS to provide a 1% at 55 retirement enhancement. The guidelines for participation, amounts funded, and other participation related policies shall be incorporated into an agreement between the City and PARS. To participate in the City's PARS program, an Affected Employee must have been employed for no less than two years as a central management employee, upon which enrollment would be retroactive to the Affected Employee's hire date as a central management employee, provided such plan is allowable by PARS. This plan is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the foregoing section.

To comply with the provisions of PEPRA, PARS shall not be available to any Affected Employee hired on or after January 1, 2013.

Section 03. DEFERRED COMPENSATION AVAILABLE. The City shall make available to all Affected Employees a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the employee or for use of an Affected Employee as provided in Article X, Section 02 herein. Further, flexible benefit contributions not used for the purchase of health benefits may be contributed to the employee's deferred compensation account upon written option by the employee to the Human Resources Department.

The City provides for a deferred compensation match program for Affected Employees as follows: an Affected Employee contribution of up to $7,750 shall be matched with up to $7,750 by the City, such that the City matches one dollar for every dollar contributed by an Affected Employee up to $7,750.

ARTICLE XII EFFECTIVE DATE

Section 01. EFFECTIVE DATE AND AMENDMENTS. Unless otherwise noted in the provisions above, this CMT Compensation Schedule shall be effective as of April 2, 2024, and may be amended or modified and provisions hereof may be superseded, and the City Council retains the right to change the benefits contained herein, including accrual rates, by resolution of the City Council, except as expressly provided in this Section. Any vested leave accrued by an Affected Employee shall remain vested to the employee and shall not be changed or altered by the City.

ATTACHMENT 3

Resolution No. CC-2404-065

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

RESOLUTION NO. CC-2404-065

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

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

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

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2024.

_____

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2404-065 at a regular meeting of said Council held on the 2nd day of April, 2024, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT "A"

CITY OF LAWNDALE CITY-WIDE SALARY/ PAY SCHEDULE THIRD AMENDMENT FOR FISCAL YEAR 2023-2024

CITYWIDE SALARY AND PAY SCHEDULE
FISCAL YEAR 2023-24

amended_APRIL 2, 2024

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

CITYWIDE SALARY AND PAY SCHEDULE
FISCAL YEAR 2023-24

amended_APRIL 2, 2024

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2001	Assistant City Clerk	127	$9,716	$116,594	$10,202	$122,424	$10,712	$128,545	$11,248	$134,972	$11,810	$141,721	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1008	Deputy CM/Human Resources Director	164	$14,041	$168,487	$14,743	$176,912	$15,480	$185,757	$16,254	$195,045	$17,066	$204,797	CENTRAL MANAGEMENT EMPLOYEES (CMT)
6001	Director of Municipal Services	146	$11,738	$140,858	$12,325	$147,901	$12,941	$155,296	$13,588	$163,061	$14,268	$171,214	CENTRAL MANAGEMENT EMPLOYEES (CMT)
3001	Director of Community Services	146	$11,738	$140,858	$12,325	$147,901	$12,941	$155,296	$13,588	$163,061	$14,268	$171,214	CENTRAL MANAGEMENT EMPLOYEES (CMT)
5001	Director of Community Development	156	$12,966	$155,595	$13,615	$163,375	$14,295	$171,544	$15,010	$180,121	$15,761	$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
4001	Director of Finance/ City Treasurer	156	$12,966	$155,595	$13,615	$163,375	$14,295	$171,544	$15,010	$180,121	$15,761	$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1100	Director of Public Works/ City Engineer	156	$12,966	$155,595	$13,615	$163,375	$14,295	$171,544	$15,010	$180,121	$15,761	$189,127	CENTRAL MANAGEMENT EMPLOYEES (CMT)
Job ID	**Current Job Title**	**Range**	**Step A**		**Step B**		**Step C**		**Step D**		**Step E**		**Bargaining Group**
			Yearly		Yearly		Yearly		Yearly		Yearly		
1001	City Manager	172	$182,448		$191,570		$201,149		$211,206		$221,766		Contract

CITY OF LAWNDALE

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Update on Progress of Creating a Neighborhood Watch Program for Lawndale Residents.**

BACKGROUND

At the March 18th, City Council meeting, a Councilmember requested information on Staff's progress in forming a neighborhood watch group. The Councilmember was interested in Staff sponsoring and hosting regular meetings for residents to attend for updates on crime statistics and trends that could affect the safety and well-being of homeowners and business owners.

STAFF REVIEW

Currently the City of Lawndale does not have an active Neighborhood Watch program. The Municipal Services Department regularly hosts Coffee with a Cop, National Night Out, and other City Sponsored events in which the public is invited and encouraged to participate. At each of these events, City Staff solicits interest from residents about potentially joining a Neighborhood Watch program. Although staff have gotten many signatures from residents that have shown some interest, staff have contacted these residents and they have declined to participate in regular Neighborhood Watch meetings.

In speaking with the City Manager, and LASD Sgt. Smith, staff has determined that social apps such as Next Door and Facebook Neighborhood Watch have become de facto neighborhood gathering spots where community messaging can be shared and discussed amongst residents, thereby replacing the need for monthly meetings.

Staff would like to advertise and host a Citywide Neighborhood Watch meeting in which City Staff and LASD personnel would present information and answer questions from concerned residents and measure the level of public support to host regular monthly meetings.

Staff suggest that if we cannot get the support of the community to attend regular monthly Neighborhood Watch meetings, then we could instead post weekly or monthly messages to these neighborhood messaging cites to distribute crime statistics and trends to the public virtually.

LEGAL REVIEW

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

FISCAL REVIEW

Staff expect an annual cost of approximately $800, or about $75 per month for refreshments. No additional budget is needed as there are available funds within the Municipal Services department for these expenditures.

RECOMMENDATION

Staff recommends that the City Council give directions on one of the following options for City Staff to proceed with.

Option 1) Advertise and host a City-Wide Neighborhood Watch event to evaluate interest in the community.

Option 2) Continue to gain signatures of interested community members at Coffee with a Cop and other similar City sponsored events.

Option 3) Begin posting weekly or monthly messages to shared Neighborhood community-based sites instead of hosting in person meetings.

Back to Agenda

CITY OF LAWNDALE

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director/Treasurer

SUBJECT: **Request for approval of First Amendment to Contract Service Agreement with MV Cheng & Associates for Professional Accounting Services**

BACKGROUND

Effective October 9, 2023, the Accounting Manager resigned from City employment. Due to build up of work and the immediate need to maintain the continuity of projects and department oversight, MV Cheng & Associate was retained within the City Manager's signing authority, based on the firm's background and knowledge of the department's critical projects.

STAFF REVIEW

Upon the resignation of the previous Accounting Manager the City advertised for a full-time permanent Accounting Manager. However, after several months of advertising we did not receive any applications from qualified applicants and decided to stop the advertisement and seek out temporary help. We were able to get 2 proposals for the Accounting Manager temporary position. On from MV Cheng & Associates and the other from LSL, CPA's. In March 2024, MV Cheng & Associates was selected to immediately commence Accounting Manager work for the City. MV Cheng & Associates was selected based on the consultants price, experience and familiarity with governmental accounting.

As the Finance department has not had an Accounting Manager for several months now and with the FY 24/25 budget process underway it is imperative that the City maintain professional accounting projects and daily activities of the Finance department without disrupting internal controls and maintain financial integrity. The initial contract agreement was established under the City Manager's signing authority, for a total contract sum amount of $13,800. However, additional consulting hours are necessary. As such, staff is recommending the approval of a first amendment to the contract services agreement with MV Cheng & Associates to increase the contract sum amount by $152,950, for a maximum contract sum not exceed $166,750, and extend the term of the agreement for a six (6) month period, through December 31, 2024. The consultant's rate will continue to be set at $115 per hour, between 30 to 35 hours per week. Any changes in duration will be discussed and approved in writing prior to implementation.

LEGAL REVIEW

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

FISCAL IMPACT

Salary savings from the vacant Accounting Manager position will be used to cover the cost of the consultant. We have $77,443 in salary savings for the 6 months that the Accounting Manager position has been vacant. The cost of this contract amendment through year end assuming 35 hours per week will be roughly $44,275, therefore we have adequate salary savings that can be transferred over without the need for additional budget. Budget amendment is not needed as the salary savings realized from the vacant position offsets the future costs. The budget will be transferred from salaries to contract services within the Finance department.

RECOMMENDATION

Staff recommends that City Council: a) approve the first amendment to the contract services agreement with MV Cheng & Associates for Professional Accounting Manager Services in a maximum contract sum not to exceed $166,750; and b) authorize the Director of Finance/City Treasurer to transfer salary savings for the Accounting Manager to the contract services line item in the Finance Department budget.

Attachment: 1) First Amendment to Contract Services Agreement with MV Cheng & Associates.

ATTACHMENT 1

First Amendment to Contract Services Agreement for Accounting Manager Services with MV Cheng & Associates

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL ACCOUNTING SERVICES – MV CHENG & ASSOCIATES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 2nd day of April 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and MV Cheng & Associates, a California corporation (herein "Consultant"). The term Consultant includes professional performing in a consulting capacity.

RECITALS

WHEREAS City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Professional Accounting Services" (the "Agreement") on or about March 25th, 2024, and

WHEREAS City and Consultant now desire to amend the Agreement to extend the terms, as set forth in this First Amendment.

AMENDMENT

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

SECTION 1. Section 2.1 of the Agreement, entitled "Contract Sum", is hereby amended to increase the maximum Contract Sum from $13,800 to $166,750 to compensate the Consultant for professional accounting services for the extension of this agreement.

SECTION 2. Section 5.1 of the Agreement, entitled "Term", is hereby amended to extend the Term for completion of the services provided under the Agreement through December 31, 2024.

SECTION 3. Except as expressly provided for in this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

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

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

[SIGNATURES ON THE FOLLOWING PAGE.]

CITY:

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
MV Cheng & Associates

By: _____
Name: Misty V Cheng
Title: President & CEO

Address: 102 W 24th St
Upland, CA 91784

[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 LAWNDALE,
a municipal corporation

By: _____
Sean M. Moore, City Manager

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
MV Cheng & Associates

By: _____
Name: Misty V Cheng
Title: President & CEO

Address: 102 W 24th St
Upland, CA 91784

[END OF SIGNATURES]

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

PROFESSIONAL ACCOUNTING SERVICES MV CHENG & ASSOCIATES

This Contract Services Agreement ("Agreement") is made and entered into this 25th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and MV Cheng & Associates, 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 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 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 of competent jurisdiction.

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 thirteen thousand eight hundred dollars ($13,800) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid generally within 30 days, and no later than 45 days from the submission of an invoice in approved form.

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. 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 a $1,000,000.00 insurance in an amount not less than $2,000,000.00 per claim with respect to loss arising from the actions 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, 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. 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 the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered 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, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant agrees to 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 or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

(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 attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by 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 March 25, 2024 and continue in full force and effect until June 30, 2024.

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 to the City's satisfaction 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 to the City's satisfaction. Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

6.0 MISCELLANEOUS

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

6.2 Non-liability of City Officers and Employees. No officer, employee, or agent of the City will 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.

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

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

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

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

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

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent

act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, will be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

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 by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement. Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

6.12 Confidentiality of Project Documents. All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, except as may be required by law. Consultant, its officers, employees, or agents, may not, without prior written authorization from the Contract Officer or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct. Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains

the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

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

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

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

[SIGNATURES NEXT PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Sean M. Moore, City Manager

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
MV Cheng & Associates

By: _____
Name: Misty V Cheng
Title: President & CEO

Address: 102 W 24th St
Upland, CA 91784

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide professional temporary accounting services for the City of Lawndale's Finance department. Any changes in personnel recommended by Consultant must be approved by the Finance Director. Typical services and projects to manage will include: Bank Reconciliations, review of weekly AP checks, review of bi-monthly payroll, prepare, record and post journal entries, coordinate annual financial statement audit, preparation of the annual budget, and other projects as directed by the Finance Director.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide professional temporary accounting services on an as needed basis, expected to start at 30 hours per week. Consultant shall bill the City at a rate of $115 per hour for all services related to this Agreement and as identified in the Exhibit A – Scope of Services.

Back to Agenda

CITY OF LAWNDALE

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Public Works & City Engineering Oversight Contract Project Manager
Hrant Manuelian, Director of Finance
Nick Petrevski, Associate Engineer NP

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

BACKGROUND

On Thursday, February 22, 2024, the boiler providing hot water for the kitchen at the Community Center malfunctioned. Staff scheduled an HVAC company to provide an assessment of the cause of the boiler malfunction. It was determined the damage to the heat exchanger inside the boiler was irreparable, necessitating immediate replacement. The malfunctioning boiler led to the cessation of hot water supply to the kitchen disrupting scheduled meal programs.

STAFF REVIEW

The replacement of the boiler at the Community Center was an urgent priority to mitigate the disruption caused by the current emergency situation. Immediate action was required to secure a new boiler, allocate necessary funds, and coordinate the installation process to minimize the downtime and restore normal operations at the earliest.

Three companies provided cost proposals to remove and replace the boiler. The cost proposals are listed below:

Rank	Bidder Name	Total Bid Amount
1.	Emcor Services Mesa Energy	$19,994.00
2.	Carter Services	$20,117.80
3.	South Coast Facility Services	$25,915.00

Staff reviewed the proposals and evaluated for accuracy, cost, and experience. As a result, staff determined the lowest proposer, Emcor Services Mesa Energy, based on their respective pricing, scope of work, and qualifications. The City Manager authorized the project to proceed with the selected vendor due to the emergency need for repair.

LEGAL REVIEW

The City Attorney has reviewed and approved this staff report.

FISCAL IMPACT

The repair was funded from the General Fund Grounds Contract Services account number 100-320-530.100 in the amount of $19,994.00.

RECOMMENDATION

Staff recommends that the City Council:

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

ATTACHMENTS

A. Cost Proposals

ATTACHMENT A

City of Lawndale
14717 BURIN AVENUE
LAWNDALE, CALIFORNIA 90260
Phone (310) 973-3200
Fax (310) 970-2183

PURCHASE ORDER

DATE	DATE REQUIRED	P.O. NUMBER	PAGE
03/13/2024	03/13/2024	00018085	1

VENDOR NO.: 8250

THE ABOVE NUMBER MUST BE SHOWN ON INVOICE AND PACKING SLIP

VENDOR

EMCOR SERVICES MESA ENERGY
2 CROMWELL
IRVINE, CA 92618

SHIP TO

PUBLIC WORKS DEPARTMENT
4722 MANHATTAN BEACH BLVD.
LAWNDALE, CA 90260

SHIP VIA:
F.O.B. :
TERMS : NTE: $19,994

ORDERED BY : GRACE HUIZAR
P.O. TYPE : Regular
REQ. NO. :

EXP. DATE: 06/30/2024
ACCT. NO. :

DESCRIPTION: REMOVE AND REPLACE A RAYPACK BOILER AT THE COMMUNITY CENTER

QUANTITY	PROD. CODE	DESCRIPTION	UNIT PRICE	TOTAL COST
1.000		REMOVE AND REPLACE RAYPACK BOILER	19,994.0000	19,994.00
1.000		AT COMMUNITY CENTER	0.0000	0.00
1.000	REQ #	8670	0.0000	0.00
1.000	FY23	FY 2023-2024	0.0000	0.00
			TOTAL:	$ 19,994.00
		100-320-530.100 Contract Services		19,994.00

NOTE: EMERGENCY REPAIR

QUOTE #24-024867

Received

MAR 18 2024

Public Works Department

DO NOT FILL THIS ORDER UNLESS FILLED EXACTLY AS WRITTEN

IMPORTANT INSTRUCTIONS

TRANSPORTATION CHARGES MUST BE PREPAID ON ALL PURCHASES WHERE F.O.B. POINT IS OTHER THAN LAWNDALE, CALIFORNIA. THESE CHARGES MAY BE ADDED TO VENDOR'S INVOICE AND SHOWN AS A SEPARATE ITEM.

ALL GOODS SUBJECT TO INSPECTION WITHIN FIVE DAYS AFTER ARRIVAL. VENDOR AGREES TO PAY ALL COSTS IN CONNECTION WITH MERCHANDISE REJECTED UNLESS OTHERWISE AGREED. MERCHANDISE NOT DELIVERED WITHIN SPECIFIED TIME SUBJECT TO CANCELLATION AT OPTION OF PURCHASER.

MAIL BILLING INVOICES

IN DUPLICATE TO THE FINANCE DEPT. - CITY HALL, 14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260. FURTHER INFORMATION MAY BE OBTAINED FROM THE PURCHASING OFFICER.

APPROVAL OF PURCHASE
ADMINISTRATIVE OFFICE USE ONLY
FINANCE DIRECTOR / CITY TREASURER
CITY MANAGER
DATE 3/13/24

MAR11 '24 12:02PM
CITY OF LAWNDALE
RCVD BY FINANCE

PURCHASE REQUISITION
FOR
MATERIALS, SUPPLIES AND EQUIPMENT

INSTRUCTIONS: Fill out form completely. Forward original with required authorized signatures to the Finance Department. A copy of this form will be returned with Purchase Order when issued.

Please attach quotes, contract agreement, staff reports approved by Council, staff memos and/or any supporting documents related to transaction. For new vendors attached vendor completed and signed IRS Form W-9. A PO will only be issued for budgeted appropriations; please verify funding availability before submitting Requisiton. Attach completed Budget Transfer Form if needed to encumber PO.

I. Vendor Info.: # 8250	REQ. NO. 8610	II. Department:	Public Works
Vendor name:	EMCOR SERVICES	Date requested:	7-Mar-24
Address:	2 CROMWELL	Requested by:	Ahmad Ansari
	IRVINE, CA 92618	FISCAL YEAR:	23/24
Phone #:	805-699-8237	Deliver to:	Grace Huizar
ATTN.:	Rayan Mohtar	Extension #:	3273

III. Product/Service Info.: DESCRIPTION	Quantity	FUND/DEPT/ACCOUNT BUDGET ACCT. #	BUDGET ACCOUNT DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
Remove & replace a Raypack Boiler		100-320-530.100	Contract Services		$19,994.00
at the Community Center					
*Emergency Repair					
			TOTAL COST:		$19,994.00

IV. Special Instructions

Remarks/Explanation: **Vendor Quotes Attached**	/Emergency -
Date required:	Restrictions:

DEPARTMENT HEAD APPROVAL — DATE 3/11/24

CITY MANAGER APPROVAL — DATE 3/11/24

FOR FINANCE DEPARTMENT USE ONLY

Budget Availability & Accounting

Verified By: _____ Date: 3/13/24

Processed By: _____ Date: 3/13/24

Confirmation PO
00018085

QUOTATIONS – VENDORS
CITY OF LAWNDALE
14717 BURIN AVENUE
LAWNDALE, CA 90260
(310) 973-3200

BIDS FROM VENDORS ARE NECESSARY WHEN AMOUNT PER ARTICLE EXCEEDS $300.00. ATTACH TO PURCHASE ORDER REQUISITIONS FOR MATERIALS AND SUPPLIES.

VENDOR #1:	EMCOR Services Mesa Energy	VENDOR #2:	South Coast Facility Services	VENDOR #3:	Carter Services
ADDRESS:	2 Cromwell	ADDRESS:	800 E Orangethorpe Ave	ADDRESS:	
CITY/ST/ZIP:	Irvine, CA 92618	CITY/ST/ZIP:	Anaheim, CA 92801	CITY/ST/ZIP:	
CONTACT:	Rayan Mohtar	CONTACT:		CONTACT:	
PHONE:	805-699-8237	PHONE:		PHONE:	

REMARKS: Due to time frame of changing new vendor and supplies on hand could not wait on vendor #3 (left several messages, no response).

QUANTITY	DESCRIPTION	VENDOR #1			VENDOR #2			VENDOR #3		
		PRICE	UNIT	AMOUNT	PRICE	UNIT	AMOUNT	PRICE	UNIT	AMOUNT
1	Remove and replace a Raypak Boiler			$19,994.00			$25,915.00			$20,117.80
	SUBTOTAL:									
	10.25% TAX:									
	GRAND TOTAL:			$19,994.00			$25,915.00			$20,117.80

LOWEST BID HCC Hot Water Pump X

EMCOR Services
Mesa Energy Systems, Inc.

March 5, 2024

Quote #24-042867

City of Lawndale
14700 Burin Ave.
Lawndale, CA 90260

Mesa Energy Systems, Inc., (dba EMCOR Services Mesa Energy) is pleased to submit the following scope of work to remove and replace a Raypak Boiler.

Scope of Work

1. Check in with facility staff.
2. De-energize existing equipment using industry approved lockout tag out procedures.
3. Drain system.
4. Disconnect all piping to and from boiler.
5. Disconnect the electrical to the boiler.
6. Remove the anchors from the boiler.
7. Lift boiler out and away.
8. Clean and prep boiler pad for new boiler.
9. Crane in new boiler.
10. Anchor down boiler.
11. Install new stack, Pipe in new gas line, supply and return lines, and drain lines.
12. Run electrical to the boiler.
13. Fill and check for leaks.
14. Perform start-up and verify proper operation.
15. Fire and tune boiler as needed.
16. Clean up and remove old equipment from site.
17. Check out with facility staff.

Exclusions/Clarifications

1. Anything not specific to scope above is excluded.
2. Overtime is excluded.
3. Engineering, Permits and Plan Check Fees are excluded. Please note that if we must pull a permit, perform engineering, or go through plan check, a change order will follow.

Cost **$19,994.00**

EMCOR Services
Mesa Energy Systems, Inc.

Warranty: Sixty (60) days on labor plus one (1) year on materials from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer. Warranty excluded on existing system components, permits and engineering.

Subsequently if it is determined that repairs are necessary during the warranty period (or time) in order to maintain the proper operation of the equipment, it is the customer's responsibility to ensure that those recommendations are completed in a timely manner otherwise the warranty will be void. The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal. **Terms and Conditions** The Terms and Conditions attached hereto as Exhibit A, are incorporated into this agreement.

Please contact me at 805-699-8237 or email me at rmohtar@emcor.net should you have any questions or would like additional information on how EMCOR Services / Mesa Energy Systems, Inc. may serve you.

Sincerely,

Rayan Mohtar

Rayan Mohtar
Account Manager
EMCOR Services / Mesa Energy Systems, Inc.

Customer Acceptance:

Signature:

Print Name:

Title
Date:

EMCOR Services
Mesa Energy Systems, Inc.

Terms and Conditions:

A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
B. The guarantees and services provided under the scope of this agreement are conditioned upon ***CITY OF LAWNDALE*** operating and maintaining systems/equipment. ***CITY OF LAWNDALE*** will do so in according to industry-accepted practices, or in consideration of our recommendations.
C. ***CITY OF LAWNDALE*** will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the ***CITY OF LAWNDALE*** in accordance with EMCOR Service's currently established rates.
E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.
I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by *EMCOR Service*. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from a ***CITY OF LAWNDALE's*** request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Service's currently established rates.
O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including but not limited to, reasonable attorney Fees, arising out of or resulting from this article.
P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The parties agree that signature pages transmitted via fax or pdf e-mail shall constitute original signatures, and fully bind each signatory.
Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.
R. The ***CITY OF LAWNDALE*** agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.
S. The ***CITY OF LAWNDALE*** acknowledges and agrees that any purchase order issued by *CITY OF LAWNDALE*, in accordance with this Agreement, is intended only to establish payment authority for ***CITY OF LAWNDALE's*** internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the ***CITY OF LAWNDALE's*** purchase order will have any force or effect.

CARTER SERVICES

Contact Us

Hello, this is your estimate

Location: 14700 Burin Avenue, Lawndale, CA, 90260

Apply For

JOB ID
235114295

Research

Repair Estimate (Research Required) -

As Low As $265.75/mo

Your Price
$20,117.80

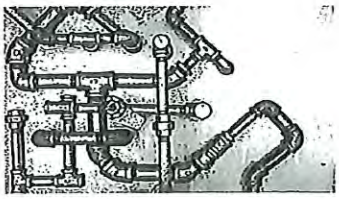
Accept Estimate

Summary

Service Request - Replace existing Boiler type water heater

Observations - Water heater is located on roof of building and presently not working { all valves are in the off position }...

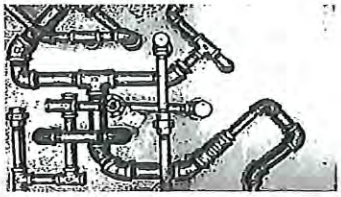
NSMP



Your Price
$9,600.00

NSMP- Raypak Boiler and Pump

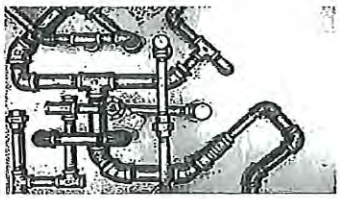
NSMP



Your Price
$678.83

NSMP- Electrical wiring and parts

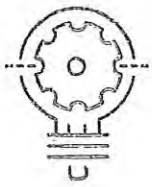
NSMP



Your Price
$857.50

NSMP- Ball valves and check valves misc parts

LaborP(Qty: 40)



Your Price
$7,840.00

Plumber - Labor for Service &...

View More

Subtotal	$18,976.33
Tax	$1,141.47
Total	**$20,117.80**

Accept Estimate



PROJECT PROPOSAL 2/27/2024

SCFS South Coast Facility Services
Building Efficiency and Sustainability

A Service Logic Company

PROPOSAL #30-030421

LOCATION

City Hall – Lawndale
14717 Burin Ave
Lawndale, CA 90260

QUOTED TO

Johnny Calderon

CONTACT

Corey Nielsen
714-720-5994
cnielsen@scfacilityservices.com

SCFS South Coast Facility Services
Building Efficiency and Sustainability

March 4, 2024

City of Lawndale
14717 Burin Ave
Lawndale, CA 90260

Subject: ***Boiler Replacement***
Locations: ***City Hall***

Mr. Calderon,

South Coast Facility Services is pleased to have this opportunity to present our bid to you. South Coast is a leading provider of specialized solutions in all aspects of the HVAC and Plumbing industries. Today, we proudly serve the entire Southern California region. From basic preventative maintenance to turn-key design build projects, your reliance on us will exceed all of your expectations.

South Coast Facility Services has received the following project information and has developed a bid based off the following: **Technician provided information.**

Your commercial building systems represent a major investment and South Coast Facility Services is the right contractor to provide effective maintenance, repair, engineering, design, installation, electrical service and system analysis. We look forward to partnering with you!

Regards,

Corey Nielsen
Account Executive
714-720-5994

❖ SCOPE OF WORK

Pre-Job Coordination

- ❖ Provide Project Management.
- ❖ Provide Project Submittals.
- ❖ Provide Detail labor.
- ❖ Attend Project Kick-off Meeting.

Base Bid

- ❖ Pick-up and delivery of equipment and materials.
- ❖ Check in with on-site contact.
- ❖ Secure power to unit LOTO.
- ❖ Provide labor and materials to disconnect the Boiler for Replacement
- ❖ Provide labor and material for (1) crane lift
- ❖ Provide labor and materials to furnish and install (1) new boiler in the existing location
- ❖ Provide labor and material to pipe in new boiler
- ❖ Provide labor and materials to reconnect to existing utilities
- ❖ Perform unit start up.
- ❖ Check unit for proper operations.
- ❖ Clean up workspace of all trash and debris.
- ❖ Check out with on-site contact.
- ❖ All work performed on straight time during normal business hours.
- ❖

Post-job Coordination

- ❖ Provide (1) year warranty on labor and materials for work performed.
- ❖ Perform punch list and close out procedures.
- ❖ Provide close-out documentation.

EXCLUSIONS

- **Permits** – all permit fees will be handled as a time and material cost or through the change order process.
- South Coast Facility Services shall not be responsible for any work necessary to repair or replace defects in existing work encountered on the project.
- Allowance for design issues or unforeseen conditions.
- COVID Testing, Pre/post TAB reads, air balance assist, Bonds, BIM, permits, engineering, deputy inspection, third party testing, electrical studies, FLS, structural review/upgrades, water testing/treatment, local hiring program involvement, temporary equipment or power, Downtime/ Standby time, Wasted trips – project not ready, Additional insurance coverage (AI) Endorsement, Scheduled Endorsement, changes to our policy limits, Pollution Liability, Environmental Impairment Liability, Control Programs, Components, Software & Hardware, insulation
- Any scope not mentioned above. No other work is implied.

PRICING SUMMARY

- *Scope of Work:* *$25,915*

Base Assumptions regarding Pricing:

1. Provide a customer agreed upon time schedule.
2. The work area must be accessible during the installation.
3. Invoicing will be progress billed each month.
4. Net 30 Terms required.
5. Credit Card payments are subject to a 2.89% charge.
6. **Please note that due to global supply chain volatility, lead times and pricing may be subject to change.**

Value Summary

South Coast possesses more than 30 years of extensive 'Best-of-Class' experience, having provided HVAC service and installation services for scores of Healthcare organizations and Fortune 500 class companies.

Most importantly, awarding South Coast Mechanical, Inc. this project will give you the confidence of knowing that this install is being expertly handled by an experienced team of professionals that understands how to work within the critical environments that surrounds your facilities.

South Coast Mechanical, Inc. is pleased to present the scope of work listed above. If you have any questions or concerns regarding the scope of work, please contact the account executive listed below. With your authorized signature below, South Coast Mechanical, Inc. will schedule the work with our project team.

We look forward to working with you in the future.

Agreed and Accepted
South Coast Mechanical, Inc.
By:_____
Date:_____
Proposal: _____
Phone: _____
Email: _____

Agreed and Accepted
Authorized Representative
By:_____
Print Name:_____
Title: _____
Date: _____
Purchase order #_____

Note: Due to volatile market of commodity items such as steel and copper, this price is only honored for **15** days from the date on the introduction page of this proposal. Any authorization to proceed beyond that date will be subject to a re-bid process.

Terms and Conditions

a) Engagement of Services: Once the customer authorizes work, South Coast Mechanical is committed to certain "ramp up" expenses both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.), which are generally priced into the entire scope of the project. If the project is canceled, delayed, or significantly changed through no fault of South Coast, these expenses will be due and payable to South Coast on a pro-rata basis. Any such requests for reimbursement of these expenses will be itemized and defined.

b) Changes to Scope of Work: South Coast will notify the customer if there is a material change to the scope of work that will require South Coast Mechanical to expend more monies than originally budgeted. The customer agrees to pay South Coast Mechanical for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.

c) Permits and Taxes: Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by South Coast at the cost of obtaining them. Taxes are not included in the proposed price unless specifically noted otherwise.

d) South Coast Employees: The customer agrees that it shall not hire any employee of South Coast who is currently working on a project for the customer, or any employee of South Coast who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former South Coast employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that South Coast can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

e) Payment Terms: Standard payment terms are net due in (30) days from invoice date unless stated differently on the front of this proposal. A service charge may be charged on all past due amounts. Charges are computed at the lower of 1.5% per month or the maximum allowed by law. Amounts will be considered past due (30) days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.

f) Warranty: South Coast Mechanical will warranty all labor and material furnished and installed by South Coast, excluding lamps and fuses, on all mechanical service work for (1) year. South Coast will honor the manufacturer's warranty on all other products furnished by South Coast. South Coast must be notified of any potential warranty work. The disposition of the work in question will be determined by or its approved affiliate. Any alleged warranty work done by others will not be paid for by South Coast Mechanical.

g) Indemnity: The customer agrees to defend and indemnify South Coast from any and all third party claims, demands, actions, lawsuits, liability, damages and/or costs, including reasonable attorneys' fees and expert fees, arising out of or relating to South Coast's work under this agreement or the Scope of Work under this agreement, unless claims relate to negligent acts of SCM or others hired by SCM.

h) Attorneys' Fees: If South Coast is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse South Coast for attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

i) Incorporation by Reference: Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of, and hereby incorporated by reference, to all Proposals submitted by South Coast to the customer and Credit Agreement signed by the customer, and all terms and conditions of any such Proposals or Credit Agreements.

j) Confidentiality Notice: The information contained in this proposal and any attachments is considered a confidential and/or privileged communication between South Coast and proposed Company.

k) THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, South Coast Mechanical, Inc. will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, South Coast Mechanical, Inc. reserves its right to seek an excusable extension of time if South Coast Mechanical, Inc. or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract, we intend to seek additional costs associated with the suspension.

*Exceptions apply to 1 Year Warranty, contact account executive for details.

End of Terms and Conditions

Rhodora Reginaldo

From: Sean Moore
Sent: March 13, 2024 10:19 AM
To: Rhodora Reginaldo
Subject: RE: Remove and Replace Boiler

Good Morning Rhodora!

Yes APPROVED. It is an emergency. We need to get the work done ASAP.

Kind regards,

SEAN M. MOORE, AICP, MPA, MPS
ICMA-CM (CREDENTIALED CANDIDATE)
City Manager
CITY OF LAWNDALE
14717 Burin Avenue, Lawndale, CA 90260
Office: 310-973-3200 | **Email:** smoore@lawndalecity.org | **Website:**www.lawndalecity.org

---

From: Rhodora Reginaldo
Sent: Wednesday, March 13, 2024 9:08 AM
To: Sean Moore <SMoore@lawndalecity.org>
Subject: FW: Remove and Replace Boiler

Hi Sean,

Can you confirm ?

Thank you.

Rhodora Reginaldo

From: Ahmad Ansari <ahmad.ansari@transtech.org>
Sent: March 13, 2024 6:22 AM
To: Rhodora Reginaldo <rreginaldo@lawndalecity.org>
Cc: Grace Huizar <GHuizar@lawndalecity.org>; Johnny Calderon <JCalderon@lawndalecity.org>; Sean Moore <SMoore@lawndalecity.org>; Hrant Manuelian <hmanuelian@lawndalecity.org>
Subject: Re: Remove and Replace Boiler

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Rhodora,

In speaking with Sean last week, and due to its emergency nature, we decided to move forward with this project under his signature and bring it back to City Council for ratification/approval.

Appreciate your help very much.

Best regards,

Ahmad R. Ansari, P.E.
Principal
Transtech Engineers, Inc.

Cell: (949) 702-5612
Email: ahmad.ansari@transtech.org
Website: transtech.org

On Mar 12, 2024, at 3:59 PM, Rhodora Reginaldo <rreginaldo@lawndalecity.org> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Grace/Johnny.

I am processing the PO for Emcor. The total amount is $19,994. City Manager's approval limit is up to $15,000 and anything over needs council approval. Can you provide the staff report please? It was not attached.

Thank you.

Rhodora Reginaldo
Finance Department
14717 Burin Avenue,
Lawndale, CA 90260

Business Hours:
Monday – Thursday 7:00 a.m to 6:00 p.m. (PST)
Closed on Fridays

www.lawndalecity.org

CITY OF LAWNDALE

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Public Works & City Engineering Oversight Contract Project Manager
Hrant Manuelian, Director of Finance
Nick Petrevski, Associate Engineer

SUBJECT: **Ratify the Emergency Repair Work to Replace the HVAC Unit Serving the Audio Room in Council Chambers**

BACKGROUND

On Monday, February 5, 2024, the HVAC unit serving the audio room in Council Chambers malfunctioned. City staff scheduled an HVAC company to provide an assessment of the cause of the HVAC unit to malfunction. It was determined the damage to the HVAC unit was irreparable, necessitating immediate replacement. The malfunctioning HVAC unit has resulted in inadequate climate control within the audio room and potential damage to sensitive audio equipment.

STAFF REVIEW

The replacement of the HVAC unit serving the audio room at the Council Chambers is of utmost urgency to maintain operational functionality during meetings. Immediate action is required to procure and install a new unit, allocate necessary funds, and minimize disruption to scheduled activities.

Three companies provided cost proposals to remove and replace the HVAC unit. The cost proposals are listed below:

Rank	Bidder Name	Total Bid Amount
1.	South Coast Facility Services	$13,410.00
2.	Carter Services	$13,691.61
3.	Emcor Services Mesa Energy	$14,988.00

Staff reviewed the proposals and evaluated for accuracy, cost, and experience. As a result, staff determined the lowest proposer, South Coast Facility Services, based on their respective pricing, scope of work, and qualifications. The City Manager authorized the project to proceed with the selected vendor due to the urgent need for repair. The City Manager had the authority to execute under his authority but the procurement process was still an emergency one and that is why ratification is sought.

LEGAL REVIEW

The City Attorney has reviewed and approved this staff report.

FISCAL IMPACT

The repair was funded from the General Fund Grounds Contract Services account number 100-320-530.100 in the amount of $13,410.00.

RECOMMENDATION

Staff recommends that the City Council:

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

ATTACHMENTS

A. Cost Proposals

ATTACHMENT A

City of Lawndale
14717 BURIN AVENUE
LAWNDALE, CALIFORNIA 90260
Phone (310) 973-3200
Fax (310) 970-2183

PURCHASE ORDER

DATE	DATE REQUIRED	P.O. NUMBER	PAGE
03/13/2024	03/13/2024	00018083	1

VENDOR NO.: 6034

THE ABOVE NUMBER MUST BE SHOWN ON INVOICE AND PACKING SLIP

VENDOR
SOUTH COAST MECHANICAL LLC
800 E ORANGETHORPE AVE
ANAHEIM, CA 92801

SHIP TO
PUBLIC WORKS DEPARTMENT
4722 MANHATTAN BEACH BLVD.
LAWNDALE, CA 90260

SHIP VIA:
F.O.B. :
TERMS : NTE: $13,410

ORDERED BY : GRACE HUIZAR
P.O. TYPE : Regular
REQ. NO. :

EXP. DATE: 06/30/2024
ACCT. NO. :

DESCRIPTION: REPLACE 2-TON HVAC UNIT AT CITY HALL - EMERGENCY REPAIR

QUANTITY	PROD. CODE	DESCRIPTION	UNIT PRICE	TOTAL COST
1.000		REPLACE HVAC UNIT AT CITY HALL	13,410.0000	13,410.00
1.000		EMERGENCY REPAIR	0.0000	0.00
1.000	REQ #	8668	0.0000	0.00
1.000	FY23	FY 2023-2024	0.0000	0.00
			TOTAL:	$ 13,410.00
		100-320-530.100 Contract Services		13,410.00

NOTE: PROPOSAL #8-227242CN
2/27/24

Received

MAR 18 2024

Public Works Department

DO NOT FILL THIS ORDER UNLESS FILLED EXACTLY AS WRITTEN

MPORTANT INSTRUCTIONS
'RANSPORTATION CHARGES MUST BE PREPAID ON ALL PURCHASES WHERE F.O.B. POINT IS OTHER THAN AWNDALE, CALIFORNIA. THESE CHARGES MAY BE ADDED TO VENDOR'S INVOICE AND SHOWN AS A SEPARATE TEM.

LL GOODS SUBJECT TO INSPECTION WITHIN FIVE DAYS AFTER ARRIVAL. VENDOR AGREES TO PAY ALL OSTS IN CONNECTION WITH MERCHANDISE REJECTED UNLESS OTHERWISE AGREED. MERCHANDISE IOT DELIVERED WITHIN SPECIFIED TIME SUBJECT TO CANCELLATION AT OPTION OF PURCHASER.

MAIL BILLING INVOICES
N DUPLICATE TO THE FINANCE DEPT. - CITY HALL, 14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260.
URTHER INFORMATION MAY BE OBTAINED FROM THE PURCHASING OFFICER.

APPROVAL OF PURCHASE
ADMINISTRATIVE OFFICE USE ONLY
FINANCE DIRECTOR / CITY TREASURER
CITY MANAGER
DATE 3/13/24

PURCHASE REQUISITION
FOR
MATERIALS, SUPPLIES AND EQUIPMENT

MAR11 '24 12:02PM
CITY OF LAWNDALE
RCVD BY FINANCE

INSTRUCTIONS: Fill out form completely. Forward original with required authorized signatures to the Finance Department. A copy of this form will be returned with Purchase Order when issued.

Please attach quotes, contract agreement, staff reports approved by Council, staff memos and/or any supporting documents related to transaction. For new vendors attached vendor completed and signed IRS Form W-9. A PO will only be issued for budgeted appropriations; please verify funding availability before submitting Requisiton. Attach completed Budget Transfer Form if needed to encumber PO.

I. Vendor Info.: # 6034	REQ. NO. 8668	II. Department:	Public Works
Vendor name:	South Coast Mechanical	Date requested:	7-Mar-24
Address:	800 E Orangethorpe Ave	Requested by:	Ahmad Ansari
	Anaheim, CA 92801	FISCAL YEAR:	23/24
Phone #:	714-720-5994	Deliver to:	Grace Huizar
ATTN.:	Corey Nielsen	Extension #:	3273

III. Product/Service Info.: DESCRIPTION	Quantity	FUND/DEPT/ACCOUNT BUDGET ACCT. #	BUDGET ACCOUNT DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
Replace 2-ton HVAC Unit		100-320-530.100 ✓	Contract Services		$13,410.00
at City Hall					
*Emergency Repair					
			TOTAL COST:		$13,410.00

IV. Special Instructions

Remarks/Explanation:	**Vendor Quotes Attached**
Date required:	Restrictions:

DEPARTMENT HEAD APPROVAL — DATE 3/11/24

CITY MANAGER APPROVAL — DATE 3/11/24

FOR FINANCE DEPARTMENT USE ONLY

Budget Availability & Accounting

Verified By: _____ Date: 3/12/24

Processed By: _____ Date: 3/13/24

Confirmation PO
006 18083

QUOTATIONS – VENDORS
CITY OF LAWNDALE
14717 BURIN AVENUE
LAWNDALE, CA 90260
(310) 973-3200

BIDS FROM VENDORS ARE NECESSARY WHEN AMOUNT PER ARTICLE EXCEEDS $300.00. ATTACH TO PURCHASE ORDER REQUISITIONS FOR MATERIALS AND SUPPLIES.

VENDOR #1:	South Coast Mechanical	VENDOR #2:	Carter Services	VENDOR #3:	EMCOR Services
ADDRESS:	800 E. Orangethorpe Ave	ADDRESS:	280 Oregon Court, Bldg F3	ADDRESS:	2 Cromwell
CITY/ST/ZIP:	Anaheim, CA 92801	CITY/ST/ZIP:	Torrance, CA 90503	CITY/ST/ZIP:	Irvine, CA 92618
CONTACT:	Corey Nielsen	CONTACT:		CONTACT:	
PHONE:	714-720-5994	PHONE:		PHONE:	

REMARKS: Due to time frame of changing new vendor and supplies on hand could not wait on vendor#3 (left several messages, no response).

QUANTITY	DESCRIPTION	VENDOR #1			VENDOR #2			VENDOR #3		
		PRICE	UNIT	AMOUNT	PRICE	UNIT	AMOUNT	PRICE	UNIT	AMOUNT
1	2-ton Unit Replacement at City Hall			13,410.00			$13,691.61			$14,988.00
SUBTOTAL:										
10.25% TAX:										
GRAND TOTAL:				$13,410.00			$13,691.61			$14,988.00



PROJECT PROPOSAL 2/27/2024

South Coast Mechanical

PROPOSAL #8-227242CN

LOCATION

City Hall - Lawndale
14717 Burin Ave
Lawndale, CA 90260

QUOTED TO

Johnny Calderon

CONTACT

Corey Nielsen
714-720-5994
cnielsen@scfacilityservices.com

South Coast Mechanical

February 27, 2024

City of Lawndale
14717 Burin Ave
Lawndale, CA 90260

Subject: ***2-Ton Unit Replacement***
Locations: ***City Hall***

Mr. Calderon,

South Coast Mechanical is pleased to have this opportunity to present our bid to you. South Coast is a leading provider of specialized solutions in all aspects of the HVAC and Plumbing industries. Today, we proudly serve the entire Southern California region. From basic preventative maintenance to turn-key design build projects, your reliance on us will exceed all of your expectations.

South Coast Mechanical has received the following project information and has developed a bid based off the following: **Technician provided information.**

Your commercial building systems represent a major investment and South Coast Facility Services is the right contractor to provide effective maintenance, repair, engineering, design, installation, electrical service and system analysis. We look forward to partnering with you!

Regards,

Corey Nielsen
Account Executive
714-720-5994

❖ SCOPE OF WORK

Pre-Job Coordination

- ❖ Provide Project Management.
- ❖ Provide Project Submittals.
- ❖ Provide Detail labor.
- ❖ Attend Project Kick-off Meeting.

Base Bid

- ❖ Pick-up and delivery of equipment and materials.
- ❖ Check in with on-site contact.
- ❖ Provide craning and rigging with lift plan.
- ❖ Secure power to unit LOTO.
- ❖ Disconnect and dispose of (1) 2-ton side shot package unit.
- ❖ Cut back existing supply and return roof top plenums.
- ❖ Furnish and install (1) new supply & (1) new return roof top transition.
- ❖ Furnish and install (1) new ICP 2-ton side shot package unit.
- ❖ Furnish and install (1) new disconnect and fuses that meet manufacturer specifications.
- ❖ Furnish and install (1) new electrical whip that meets manufacturer specifications.
- ❖ Furnish and install (1) new condensate line and run to existing roof drain.
- ❖ Perform unit start up.
- ❖ Check unit for proper operations.
- ❖ Clean up workspace of all trash and debris.
- ❖ Check out with on-site contact.
- ❖ All work performed on straight time during normal business hours.

Post-job Coordination

- ❖ Provide (1) year warranty on labor and materials for work performed.
- ❖ Perform punch list and close out procedures.
- ❖ Provide close-out documentation.

EXCLUSIONS

- **Permits** – all permit fees will be handled as a time and material cost or through the change order process.
- South Coast Facility Services shall not be responsible for any work necessary to repair or replace defects in existing work encountered on the project.
- Allowance for design issues or unforeseen conditions.
- COVID Testing, Pre/post TAB reads, air balance assist, Bonds, BIM, permits, engineering, deputy inspection, third party testing, electrical studies, ceiling removal/repair/reinstallation, temp ceiling, fencing, dumpsters/waste management/pollution control, temp toilets, storm drain protection, painting, patching, scanning/x-ray, coring, fire proofing, FLS, structural review/upgrades, duct control/infection control, ICRA, asbestos/lead testing or abatement, P6 schedule, holiday labor rates, overtime, CAD drawings, water testing/treatment, local hiring program involvement, temporary equipment or power, drywall repair/replacement, fire watch, construction filters, air scrubbers, IAQ testing, temporary and environmental controls, air scrubbers, floor mats, construction signage, construction furniture, alarm for staging area and material lay down, removal and disposal of existing insulation on existing duct work, equipment OSP#s, Repair and/or installation of any mechanical devices (i.e., purchasing, sizing and/or installing sheaves and belts or volume dampers on air moving systems as required to obtain design values), Downtime/ Standby time, Wasted trips – project not ready, Additional insurance coverage (AI) Endorsement, Scheduled Endorsement, changes to our policy limits, Pollution Liability, Environmental Impairment Liability, Professional Liability, Extended Overhead costs related to OCIP and/or Waiver of Subrogation, Control Programs, Components, Software & Hardware, duct cleaning, duct pressure testing, fireproofing, relocation or repair to pneumatic lines or tubing system, plumbing
- Alternate 1, 2, 3, 4, 5, & 6
- Any scope not mentioned above. No other work is implied.

PRICING SUMMARY

- ***Scope of Work:*** ***$13,410.00***

Base Assumptions regarding Pricing:

1. Provide a customer agreed upon time schedule.
2. The work area must be accessible during the installation.
3. Invoicing will be progress billed each month.
4. Net 30 Terms required.
5. Credit Card payments are subject to a 2.89% charge.
6. **Please note that due to global supply chain volatility, lead times and pricing may be subject to change.**

Value Summary

South Coast possesses more than 30 years of extensive 'Best-of-Class' experience, having provided HVAC service and installation services for scores of Healthcare organizations and Fortune 500 class companies.

Most importantly, awarding South Coast Mechanical, Inc. this project will give you the confidence of knowing that this install is being expertly handled by an experienced team of professionals that understands how to work within the critical environments that surrounds your facilities.

South Coast Mechanical, Inc. is pleased to present the scope of work listed above. If you have any questions or concerns regarding the scope of work, please contact the account executive listed below. With your authorized signature below, South Coast Mechanical, Inc. will schedule the work with our project team.

We look forward to working with you in the future.

Agreed and Accepted
South Coast Mechanical, Inc.
By:_____
Date:_____
Proposal: _____
Phone: _____
Email: _____

Agreed and Accepted
Authorized Representative
By:_____
Print Name:_____
Title: _____
Date: _____
Purchase order #_____

Note: Due to volatile market of commodity items such as steel and copper, this price is only honored for **15** days from the date on the introduction page of this proposal. Any authorization to proceed beyond that date will be subject to a re-bid process.

Terms and Conditions

a) Engagement of Services: Once the customer authorizes work, South Coast Mechanical is committed to certain "ramp up" expenses both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.), which are generally priced into the entire scope of the project. If the project is canceled, delayed, or significantly changed through no fault of South Coast, these expenses will be due and payable to South Coast on a pro-rata basis. Any such requests for reimbursement of these expenses will be itemized and defined.

b) Changes to Scope of Work: South Coast will notify the customer if there is a material change to the scope of work that will require South Coast Mechanical to expend more monies than originally budgeted. The customer agrees to pay South Coast Mechanical for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.

c) Permits and Taxes: Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by South Coast at the cost of obtaining them. Taxes are not included in the proposed price unless specifically noted otherwise.

d) South Coast Employees: The customer agrees that it shall not hire any employee of South Coast who is currently working on a project for the customer, or any employee of South Coast who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former South Coast employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that South Coast can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.

e) Payment Terms: Standard payment terms are net due in (30) days from invoice date unless stated differently on the front of this proposal. A service charge may be charged on all past due amounts. Charges are computed at the lower of 1.5% per month or the maximum allowed by law. Amounts will be considered past due (30) days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.

f) Warranty: South Coast Mechanical will warranty all labor and material furnished and installed by South Coast, excluding lamps and fuses, on all mechanical service work for (1) year. South Coast will honor the manufacturer's warranty on all other products furnished by South Coast. South Coast must be notified of any potential warranty work. The disposition of the work in question will be determined by or its approved affiliate. Any alleged warranty work done by others will not be paid for by South Coast Mechanical.

g) Indemnity: The customer agrees to defend and indemnify South Coast from any and all third party claims, demands, actions, lawsuits, liability, damages and/or costs, including reasonable attorneys' fees and expert fees, arising out of or relating to South Coast's work under this agreement or the Scope of Work under this agreement, unless claims relate to negligent acts of SCM or others hired by SCM.

h) Attorneys' Fees: If South Coast is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse South Coast for attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.

i) Incorporation by Reference: Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of, and hereby incorporated by reference, to all Proposals submitted by South Coast to the customer and Credit Agreement signed by the customer, and all terms and conditions of any such Proposals or Credit Agreements.

j) Confidentiality Notice: The information contained in this proposal and any attachments is considered a confidential and/or privileged communication between South Coast and proposed Company.

k) THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, South Coast Mechanical, Inc. will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, South Coast Mechanical, Inc. reserves its right to seek an excusable extension of time if South Coast Mechanical, Inc. or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract, we intend to seek additional costs associated with the suspension.

*Exceptions apply to 1 Year Warranty, contact account executive for details.

End of Terms and Conditions

Carter Services, Inc
2807 Oregon Court
Building F3
Torrance, CA 90503
(310) 618-2600
License# A40020 & 579986
Your Heating , Cooling, Appliance, Plumbing & Electrical Experts

BILL TO
City of Lawndale
14616 Grevillea Avenue
Lawndale, CA 90260 USA

ESTIMATE	ESTIMATE DATE
235125823	Feb 27, 2024

Home Improvement Contract
License #579986

JOB ADDRESS
City Hall
14717 Burin Avenue
Lawndale, CA 90260 USA

Job: 587381
Technician: Kalani Arboleda Jr HIS#149862SP

DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

Carrier 2 ton package unit (Option 2): Request -

Observations - Existing Day and night package unit. City Hall of Lawndale will like the system to be replaced.

Proposed Investment Option - Carter Services will demo and remove the existing package unit. We will clean and prep the area for the new unit. We will need a crane to help lower the existing unit and lift the new unit up to the roof. We will then install the new Carrier package unit. We will connect to the existing return and supply plenums. We will make all necessary electrical and condensation lines to the unit. Once install is complete we will test the system to make sure everything is working properly.

Resolution -

Recommendations -

Declined -

TASK	DESCRIPTION	QTY	PRICE	TOTAL
WarrantyL1	Product warranty details • PARTS - Parts warranty provided by manufacturer • LABOR - 1 Year labor for new installations by Carter Services	1.00	$0.00	$0.00
Warranty10P1L	Product warranty details • PARTS - 10 Year parts warranty from the manufacturer	1.00	$0.00	$0.00

- LABOR - 1 Year labor for new installations by Carter Services

HVAC/R - Project / New Install / Quote	HVAC - Quoted Estimate. Includes Parts, Labor, Service Fees & Sales Tax. All additional services, repairs & materials not included in this quoted estimate will be considered an add on. Estimate will be provided for any add on & charged on a separate quote. Materials Included in this job quote: 1 -	1.00	$11,949.00	$11,949.00
HERSTEST-HVAC	HERS Test required by state.	1.00	$0.00	$0.00
PERMITS-HVAC-FEES	CITY PERMIT FEES- HVAC	1.00	$0.00	$0.00
EQ-CRANE	CRANE	1.00	$1,000.00	$1,000.00

SUB-TOTAL	$12,949.00
LAWNDALE - LOS ANGELES COUNTY DISTRICT TAX SP 10.25%	$742.61
CONTRACT PRICE	$13,691.61
EST. FINANCING	$180.86

Thank you for choosing Carter Services

CONTRACT PRICE: $13,691.61
APPROXIMATE START DATE: 2/27/2024
APPROXIMATE COMPLETE DATE: 2/27/2024

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

DOWNPAYMENT

THE DOWN PAYMENT MAY NOT EXCEED $1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' Lien on your property. A mechanics Lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.
Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.
To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20 day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property is he or she is not paid.
BE CAREFUL. The preliminary notice can be sent up to 20 days after the subcontractor starts work or the supplier provides the material. This can be big problem if you pay your contractor before you have received the preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.
PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary notices you receive.
PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, Visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752)

Remember if you do nothing, you risk having a lien placed on you home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:
VISIT CSLB's website at www.cslb.ca.gov
CALL CSLB at 1-800-321-CSLB (2752)
WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT
THREE-DAY RIGHT TO CANCEL

CUSTOMER AUTHORIZATION

I authorize Carter Services, Inc. to perform the above estimated repairs for $13,691.61. I understand the estimate is for the specified work only. There may be other repairs and parts needed that are not apparent at this time. If any additional repairs or parts are needed that are not included in this estimate, I reserve the right to approve the cost of such repairs. I understand I will be charged for any labor costs necessary to return the machine to its original condition. A late payment charge equal to the lesser of 1½% per month or the maximum lawful rate will accrue on any unpaid balance. In addition a $5.00 processing fee will apply to all invoices unpaid after 15 days. I agree to pay all collection costs, legal and attorney fees, service charges and court costs to collect all money due Carter Services, Inc. I understand any check returned to Carter Services, Inc. by the bank will be assessed a $30.00 processing fee in addition to any fees assessed by the bank. In the event repairs are not completed for any reason I will be charged a fee equal to Service Call, Labor, Parts already installed and the cost of all Special Order Parts. I understand appliances left over 60 days may be sold or disposed of to cover costs. ESTIMATE EXCLUDES PLASTER PATCHING OR REPAIRS. THE TERMS & CONDITIONS {terms} ATTACHED TO THIS INVOICE ARE PART OF THE AGREEMENT BETWEEN THE PARTIES. IF STATED ON THIS INVOICE OR ESTIMATE "NO WARRANTY" OR TERMS LIKE THIS, I UNDERSTAND THIS REPAIR HAS NO WARRANTY.

This contractor carries commercial general liability insurance written by Liberty Mutual Insurance. You may call Liberty Mutual Insurance at 877-688-8254 to check the contractor's insurance coverage.

This contractor carries workers' compensation insurance for all employees.

---------- Approval Signed by Customer & Acknowledged by technician Kalani Arboleda Jr HIS#149862SP ----------

Sign here

Date

THREE DAY RIGHT TO CANCEL

THREE-DAY" RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within (3) three business days. (Five (5) Business days if over 65 years old)

You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale.

Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation.

If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

Sign here

Date

ALL SALES ARE FINAL- NO REFUND OR EXCHANGE - REPAIR ESTIMATES ARE VALID FOR 14 DAYS

As a convenience to you the repairs listed on the face of this invoice may be billed to a third party, including the manufacturer of your product, insurance company, service contract administrator or other third party on your behalf because you have represented this product as being covered by a third party warranty. You and the owner of this product will be responsible to pay the repairs in full if this invoice is not paid by any such third party for any reason. Carter Services prevailing COD rates at the time of service for trip fee, labor, parts, freight and environmental fees will be used to calculate the charges that would be re-billed to you.

New Product Purchases: "A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws."

LIMITED GUARANTEE

If your product is covered by a manufacturer's guarantee, warranty, service or other extended insurance contract or by any other third party guarantee, you will not be covered under our limited labor/parts guarantee set forth below. In addition, if our work is done by special authorization from the manufacturer with payment coming directly from the manufacturer, our labor/parts limited guarantee will not apply; you may wish to seek a warranty from the manufacturer in that case. Notwithstanding the foregoing, even if the labor/parts portion of our guarantee does not apply, so long as the work is performed by us, the provisions set forth in the guarantee language below that limit our liability will be applicable to that work.

Parts and labor provided by Carter Services. to repair your residential equipment not covered by a manufacture or other third part warranty are guaranteed for a period of **ninety days for parts** and **thirty days for labor** from the date serviced as listed on the service invoice. Commercial or non-residential equipment are guaranteed for a period of **fourteen days parts & labor**. New Equipment installations warrantied **1 year Labor. Equipment Parts per Manufacture Warranty.** This guarantee is strictly limited to the services requested and the problems stated and the parts and labor utilized in performing those repairs as listed on the final invoice. The customer has no other rights as part of this limited guarantee. This guarantee is only valid if the amount due for repairs has been paid within the specified payment terms, as stated on the invoice. If the same failure reappears within the guarantee period, our sole responsibility shall be to complete the repair of the original defect. If additional parts (in addition to those replaced in the original repair) are required; the customer will be charged and agrees to pay for those additional parts and additional labor.

This limited guarantee does not extend to other portions of the equipment which were not serviced, nor does it apply to other defects that may occur during the guarantee period that are not part of the original problem. In no event shall Carter Services, Inc be liable for incidental, consequential or special damages, arising out of or relating to the transactions herein. In no event shall the aggregate liabilities assumed by us to you exceed the price paid by you hereunder for goods or services in respect to which such claim is made. This limited guarantee shall not cover or apply to damage caused by electrical power surges or incorrect electrical supply, acts of God (fire, floods, etc) or other external sources, water damage, improper use of product or other negligence, general cleaning and checkout of equipment. Regardless of the cause of any equipment failure occurring within our guarantee period, the customer will not be reimbursed for, and agrees not to hold Carter Services, Inc. responsible for: an election on the customers part to have additional parts and/or service provided by another repair facility; any personal or professional losses resulting from damage to related equipment regardless of their monetary and/or personal value; other damages or consequences resulting from food loss, loss of use, a loss of income, a loss of business, or a loss of life. If additional repairs are necessary, our guarantee period will not restart; the guarantee period from the original repair shall be the only one in effect. Shipping costs are not covered as part of our repair guarantee, even if the customer paid similar shipping costs as part of the initial repair. All shipping or other transportation costs required to transport the equipment to and from the service facility for additional repairs under our guarantee are the responsibility of the customer. This guarantee is void if anyone other than Carter Services, Inc. enters into the unit after it has been repaired.

"An estimate as required (Section 9844 of the California Business and Professions Code) for repairs shall be given to the customer by the service dealer in writing, and the service dealer may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento 95814."

"Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826."

Notice to Payer

Under the Mechanics' Lien Law (Section 7018, California Business and Professional Code) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

EMCOR Services
Mesa Energy Systems, Inc.

February 26, 2024

Quote #24-042370

City of Lawndale
14700 Burin Ave.
Lawndale, CA 90260

Mesa Energy Systems, Inc., (dba EMCOR Services Mesa Energy) is pleased to submit the following scope of work to remove and replace a 2-ton Heat Pump Package Unit.

Scope of Work

1. Check in with facility staff.
2. De-energize existing equipment using industry approved lockout tag out procedures.
3. Crane will access the west side of the building in the parking lot.
4. Disconnect existing electrical, condensate piping, ductwork and wiring/conduit from the existing 2-ton heat pump package unit.
5. Remove and crane off existing package unit off rooftop.
6. Crane up and set new roof curb in place of the existing unit.
7. Crane up and set new Day and Night 2-ton heat pump package unit; anchor in place.
8. Replace existing electrical disconnect with new; reconnect existing electrical.
9. Reconnect existing condensate piping, ductwork, and electrical wiring/conduit for new package unit.
10. Perform start-up and verify proper operation.
11. Clean up and remove old equipment from site.
12. Check out with facility staff.

Exclusions/Clarifications

1. Anything not specific to scope above is excluded.
2. Overtime is excluded.
3. Engineering, Permits and Plan Check Fees are excluded. Please note that if we must pull a permit, perform engineering, or go through plan check, a change order will follow.

Cost **$14,988.00**

EMCOR Services
Mesa Energy Systems, Inc.

Warranty: Sixty (60) days on labor plus one (1) year on materials from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer. Warranty excluded on existing system components, permits and engineering.

Subsequently if it is determined that repairs are necessary during the warranty period (or time) in order to maintain the proper operation of the equipment, it is the customer's responsibility to ensure that those recommendations are completed in a timely manner otherwise the warranty will be void. The above referenced price will be held firm for a period of thirty (30) days from the date of this proposal. **Terms and Conditions** The Terms and Conditions attached hereto as Exhibit A, are incorporated into this agreement.

Please contact me at 805-699-8237 or email me at rmohtar@emcor.net should you have any questions or would like additional information on how EMCOR Services / Mesa Energy Systems, Inc. may serve you.

Sincerely,

Rayan Mohtar

Rayan Mohtar
Account Manager
EMCOR Services / Mesa Energy Systems, Inc.

Customer Acceptance:

Signature:

Print Name:

Title
Date:

EMCOR Services
Mesa Energy Systems, Inc.

Terms and Conditions:

A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
B. The guarantees and services provided under the scope of this agreement are conditioned upon ***CITY OF LAWNDALE*** operating and maintaining systems/equipment. ***CITY OF LAWNDALE*** will do so in according to industry-accepted practices, or in consideration of our recommendations.
C. ***CITY OF LAWNDALE*** will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the ***CITY OF LAWNDALE*** in accordance with EMCOR Service's currently established rates.
E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.
I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by *EMCOR Service*. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from a ***CITY OF LAWNDALE's*** request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Service's currently established rates.
O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including but not limited to, reasonable attorney Fees, arising out of or resulting from this article.
P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The parties agree that signature pages transmitted via fax or pdf e-mail shall constitute original signatures, and fully bind each signatory.
Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.
R. The ***CITY OF LAWNDALE*** agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.
S. The ***CITY OF LAWNDALE*** acknowledges and agrees that any purchase order issued by *CITY OF LAWNDALE*, in accordance with this Agreement, is intended only to establish payment authority for ***CITY OF LAWNDALE's*** internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the ***CITY OF LAWNDALE's*** purchase order will have any force or effect.

Back to Agenda

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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

Back to Agenda

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

DATE: April 2, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

SUBJECT: Public Employee Performance Evaluation – City Manager
The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

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