



CITY OF LAWNDALE

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

AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, December 2, 2019 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

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

Copies of this agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of staff reports or other written documentation relating to each agenda item are available for public inspection in the Lawndale City Hall foyer and the public library. 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. **PRESENTATIONS**
 - 1. **Retirement and Service Recognition – Stephen N. Mandoki, City Manager**
- D. **ITEMS FROM CITY CLERK**
- E. **PUBLIC SAFETY REPORT**
- F. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- G. **COMMENTS FROM COUNCIL**
- H. **CONSENT CALENDAR**

The consent calendar, agenda items 2 through 6, will be considered and acted upon under one motion unless a councilmember removes individual items for further council consideration or explanation.

- 2. **Consideration of Claims Against the City**
Recommendation: that the City Council reject the claim filed by Jose Barajas and instruct staff to process the appropriate correspondence to the claimant.
- 3. **Street Sweeping Services Contract Extension**
Recommendation: that the City Council approve the contract extension with CleanStreet for citywide street sweeping services for a two (2) month term, beginning January 1, 2020

through February 28, 2020, at the current monthly rate of \$15,830 for a total amount of \$31,660.

4. Parcel Map No. 73938

Recommendation: that the City Council approve the final Parcel Map 73938.

5. Accounts Payable Register

Recommendation: that the City Council adopts Resolution No. CC-1912-057, authorizing the payment of certain claims and demands in the amount of \$714,748.14.

6. Minutes of the Lawndale City Council Regular Meeting – November 18, 2019

Recommendation: that the City Council approve.

I. ADMINISTRATION

7. Award of Professional Auditing Service Contract

Recommendation: that the City Council (a) approve the Contract Services Agreement for Professional Auditing Services with Rogers, Anderson, Malody & Scott, LLP, for a five (5) year term, for an amount not to exceed \$226,600; (b) and authorize the Mayor to execute the agreement on behalf of the City.

8. Los Angeles County West Vector and Vector-Borne Disease Control District Trustee Appointment

Recommendation: that the Mayor (a) appoint a trustee to the LA County West Vector Control District, that the City Council confirm the appointment by directing staff to amend Section 1 of Resolution No. CC 1912-058 by inserting the name of the appointee and completing the expiration date; and (b) that the City Council adopt the resolution as amended.

9. Annual Reorganization of the City Council

Recommendation: that the City Council appoint one of its members to serve as Mayor Pro Tem for a term beginning on January 1, 2020 and ending on December 31, 2020.

J. CITY MANAGER'S REPORT

10. Cancellation of the December 16, 2019 City Council Meeting

Recommendation: that the City Council discuss the cancellation of the December 16, 2019 City Council Meeting and provide direction to staff.

K. ITEMS FROM COUNCILMEMBERS

11. Mayor/Councilmember Report of Attendance at Meetings and/or Events

L. CLOSED SESSION

12. Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case against Metropolitan Transportation Authority (Metro) relating to the I-405 Improvement Project.

M. ADJOURNMENT

Should Item No. 10 be approved, the regular meeting scheduled to be held on December 16, 2019 will be cancelled.

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, January 6, 2020 in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on December 2, 2019 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk

Presentation

December 2, 2019

City Council Meeting

Stephen N. Mandoki, City Manager

Retirement after 8 years of service

April 25, 2011 to July 5, 2019

Steve Mandoki has served the City of Lawndale in the position of City Manager since his arrival in April 2011.

During his 8 years in Lawndale he has carried out the policies of the City Council and was responsible for overseeing the city department heads.

On behalf of the Lawndale City Council, we would like to say thank you for your dedication and tireless work to this community that we call home.

We congratulate you on your retirement and wish you all the best in this new chapter of life.

Thank you, again, for your outstanding service to the community of Lawndale, affectionately known as the Heart of the South Bay.

Presented To

Stephen N. Mandoki

City Manager - City of Lawndale

April 25, 2011 – July 5, 2019

On the Occasion of Your Retirement



With heartfelt thanks and gratitude
for your daily leadership, service and dedication
to the Lawndale community for over 8 years.
We wish you all the best in your retirement!

The Lawndale City Council

July 5, 2019



CITY OF LAWNDALE

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

DATE: December 2, 2019
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, Interim City Manager
PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director
SUBJECT: CONSIDERATION OF CLAIM AGAINST THE CITY

BACKGROUND

The City of Lawndale received a claim for property damage filed by Jose Barajas (Claimant) on or about October 17, 2019. This matter was referred to the City's liability insurance carrier (Carl Warren & Company) for review and investigation. Based on a investigation completed by Carl Warren, it was determined that the City is not liable for the alleged damage to the claimant's personal property.

STAFF REVIEW

Jose Barajas (Claimant) filed a claim for property damage arising out of water line repairs being completed in the alleyway of West 161st Street, between Osage Avenue and Freeman Avenue in Lawndale, CA. The claimant alleged that on August 14, 2019, two (2) of his personal vehicles were damaged by fragments being expelled from a pipe burst while repairs were being completed by City employees. Based on the investigation conducted by Carl Warren, it was determined that the liability could not be assigned to the City. The City had no involvement in the alleged incident and therefore not responsible for the damage incurred. As a result, Carl Warren recommends that the City reject the claim as filed.

LEGAL REVIEW

N/A

FUNDING

N/A

RECOMMENDATION

Staff recommends that the City Council reject the claim filed by Jose Barajas and instruct staff to process the appropriate correspondence to the claimant.

Attachment (s): Claim for Damages to Person or Property – Jose Barajas
Rejection Notice – Jose Barajas - (File # 2003581)



CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

19 OCT 17 3:05 PM

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE		Claimant's Occupation	gardener
Claimant's Name	Jose G. Barajas	Claimant's Home Phone #	[REDACTED]
Claimant's Home Address	[REDACTED]	Claimant's Business Phone #	[REDACTED]
Claimant's Business Address	[REDACTED]		

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

[REDACTED]

When did DAMAGE or INJURY occur? Date: 08/14/19 Time: appx 11:00 pm

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

Names of any city employees involved in INJURY or DAMAGE
City of Lawndale employees

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

Damage occurred on parked cars, city workers repaired broken water line which exploded and threw debris and rocks to nearby back of homes. Describe in detail how the DAMAGE or INJURY occurred. including 2 parked cars which back of home located (belong to) me. at 4107 W. 161st St. Lawndale CA 90260

Why do you claim the city is responsible? City employees repaired broken water line as they began to seal the pipe bursted and threw debris and rocks into the air, like a volcano.

Describe in detail each INJURY or DAMAGE Damage to 2 cars parked in direction of flying debris, Chipped paint and dents all over cars where debris or rocks hit.

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

Damages incurred to date (exact):	\$ 6237. ⁶⁰	Estimated prospective damages as far as known:	\$
Damage to property	\$	Future expenses for medical and hospital care	\$
Expenses for medical and hospital care	\$	Future loss of earnings	\$
Loss of Earnings	\$	Other prospective special damages	\$
Special Damages for	\$	Prospective general damages	\$
		Total estimate prospective damages	\$
General Damages	\$		
Total Damages incurred to date	\$		
Total amount claimed as of date of presentation of this claim			\$ 6237. ⁶⁰

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

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

If injured, state date, time, _____

name and address of doctor of your first visit _____

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

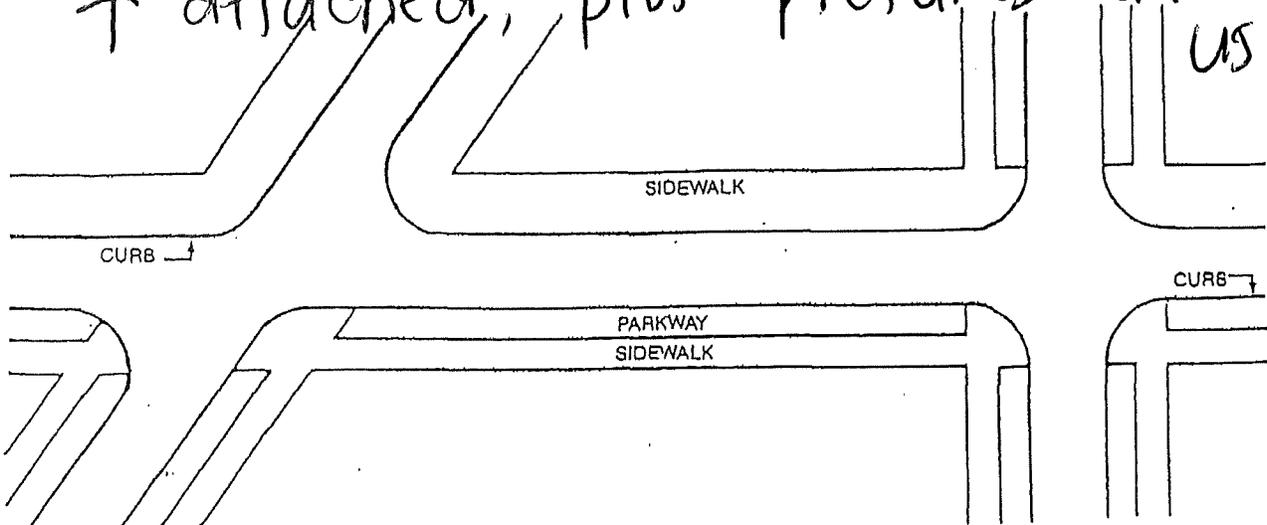
Name Carlos Vasquez Address [REDACTED] Ph [REDACTED]
 Name _____ Address (witness) 90260 Phone _____
 Name _____ Address _____ Phone _____

DOCTORS and HOSPITALS:

Hospital [REDACTED] Address _____ Date of Hospitalization _____
 Doctor _____ Address _____ Date of Treatment _____
 Doctor _____ Address _____ Date of Treatment _____

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

* attached, plus pictures and USB *



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

Typed/Printed Name

Date

[REDACTED SIGNATURE]

Jose G. Barajas

09/10/19

Freeman Ave.

4105	4107
4101	4103

Alley

damaged
red

4102	4100
------	------

\$ 161

Sage Ave.

Alley

\$ 160



CARL WARREN & COMPANY
Claims Management and Solutions

November 20, 2019

To: City of Lawndale
Attn: Raylette Felton

RE:	Claimant:	Jose Barajas
	Date of Loss:	08/14/2019
	Claim Filing Date:	10/17/2019
	Our File Number:	2003581

We have reviewed the above captioned claim and request that you take the action indicated below:

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

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very Truly Yours,

Glen Raphael
Claims Examiner
CARL WARREN & COMPANY



CITY OF LAWNDALE

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

DATE: December 2, 2019

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager *RF*

PREPARED BY: Kahono Oei, P.E, Public Works Director/City Engineer *K.O.*
Marla L. Pendleton, CPA, Finance Director *Marla L. Pendleton, CPA*
Grace Huizar, Administrative Analyst *GH*

SUBJECT: Street Sweeping Services – Contract Extension

BACKGROUND

The City's street sweeping services have been provided by CleanStreet for the past 18 years. The company has been in business since 1973 and has been dependable and has provided quality service to the Lawndale community. The current contract with CleanStreet will expire on December 31, 2019.

The agreement provides for weekly street sweeping services and debris diversion for 56 curb miles of residential streets; twice weekly services for business district streets; five times weekly services along Hawthorne Blvd; once weekly services for the alleys; and bi-weekly services for the medians and City parking lots, for a total of 157.4 curb miles per week. Current services are provided at a cost of \$15,830 per month (\$189,960 annually).

STAFF REVIEW

CleanStreet has established a long term relationship with the City. However, to ensure competitive practices, a Request for Proposal (RFP) for Street Sweeping services is being recommended by staff. To allow staff sufficient time to prepare, advertise, and review the proposals received, an extension of current services will be needed to allow the continuity of City's street sweeping services and until a new long term contract can be presented to the City Council for approval. Fortunately, CleanStreet has agreed to a two (2) month contract extension, beginning on January 2, 2020 through February 28, 2020, at the current monthly rate of \$15,830 for a total amount of \$31,660.

LEGAL REVIEW

A two (2) month contract extension will be prepared and executed if the City Council approves this request.

FUNDING

In the Gas Tax Fund, Street Maintenance Department, Contract Services expense account (201-330-530.100), \$195,000 has been budgeted in the current year for street sweeping services. At the current rate, which will be extended through the RFP period, actual costs are estimated at \$189,960 for the fiscal year leaving an additional \$5,040 available for any changes in price with the RFP process.

RECOMMENDATION

Staff recommends approving the contract extension with CleanStreet for citywide street sweeping services for a two (2) month term, beginning January 1, 2020 through February 28, 2020.



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556

DATE: December 2, 2019
TO: Honorable Mayor and City Council
FROM: Raylette Felton, Acting City Manager *RF*
PREPARED BY: Kahono Oei, Interim Director of Public Works *K.O.*
SUBJECT: Approval of final Parcel Map No. 73938

BACKGROUND

Per Ordinance No. 951-05, the City Engineer shall notify the City Council that a final map has been submitted for review by the City Engineer. If all requirements and conditions of approval pertaining to said map have been complied with and all other requirements of the Subdivision Map Act have been complied with, the City Engineer shall certify the map and arrange for the transmittal of the map to the office of the Los Angeles County Recorder.

STAFF REVIEW

The City Engineer has reviewed Parcel Map No. 73938 for the subdivision of property located at 4720 W. 164th Street, Lawndale, California. The City Engineer will approve the final map within 10 days following this Council meeting and transmit it to the County recorder's office for recordation.

LEGAL REVIEW

Not Applicable

RECOMMENDATION

Staff recommends that the City Council approve the final Parcel Map 73938.

Attachment: Parcel Map 73938

PARCEL MAP NO. 73938

IN THE CITY OF LAWDALE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 280 AND
281, TRACT NO. 5781, AS PER MAP
RECORDED IN BOOK 67, PAGE 26 OF
MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

SUBDIVIDER'S STATEMENT:

I HEREBY STATE THAT I AM THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND I CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

BY: _____

RECORD OWNER: RICOLI VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

ON _____, BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE: _____

PRINTED NAME: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES: _____

EASEMENT NOTES:

EASEMENT OF ASSOCIATED TELEPHONE COMPANY, LTD., A CORPORATION FOR PUBLIC UTILITY PURPOSES BY DOCUMENT RECORDED IN BOOK 19228, PAGE 101 OF OFFICIAL RECORDS.

EASEMENT OF SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION FOR PUBLIC UTILITY PURPOSES BY DOCUMENT RECORDED IN SEPTEMBER 5, 2018 AS INSTRUMENT NO. 2018095161, OF OFFICIAL RECORDS.
SAID EASEMENT IS BLANKET AND/OR INDETERMINANT IN NATURE

CITY SURVEYOR'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

LARRY V. CASE, L.S. NO. 6411
CITY SURVEYOR, CITY OF LAWDALE

DATE: ____/____/____



ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RICOLI VENTURES, LLC ON MARCH 19, 2017.
I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

GARY J. ROEHL, R.C.E. NO. 30826 DATE: ____/____/____

RECORD DATA NOTE:

RECORD DATA WAS TAKEN FROM TRACT NO. 5781, AS PER MAP RECORDED IN BOOK 67, PAGE 26 OF MAPS, RECORDS OF SAID COUNTY.

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 4 UNITS (2 UNITS PER PARCEL), WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF LAWDALE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, SECTION 66450 (c)(1), (2) AND (3) HAVE BEEN COMPLIED WITH.

KAHONO OEI, RCE 62852 DATE: ____/____/____
INTERIM PUBLIC WORKS DIRECTOR, CITY OF LAWDALE

SPECIAL ASSESSMENT'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF LAWDALE, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

BY: KENNETH LOUIE DATE: ____/____/____
FINANCE DIRECTOR, CITY OF LAWDALE

DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND DETERMINED THAT IT CONFORMS WITH THE TENTATIVE MAP AND WITH ALL CHANGES PERMITTED AND ALL REQUIREMENTS IMPOSED AS A CONDITION TO ITS ACCEPTANCE.

BY: SEAN MOORE DATE: ____/____/____
DIRECTOR OF COMMUNITY DEVELOPMENT, CITY OF LAWDALE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DEPUTY DATE: ____/____/____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 73600 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DEPUTY DATE: ____/____/____



PARCEL MAP NO. 73938

IN THE CITY OF LAWNSDALE
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

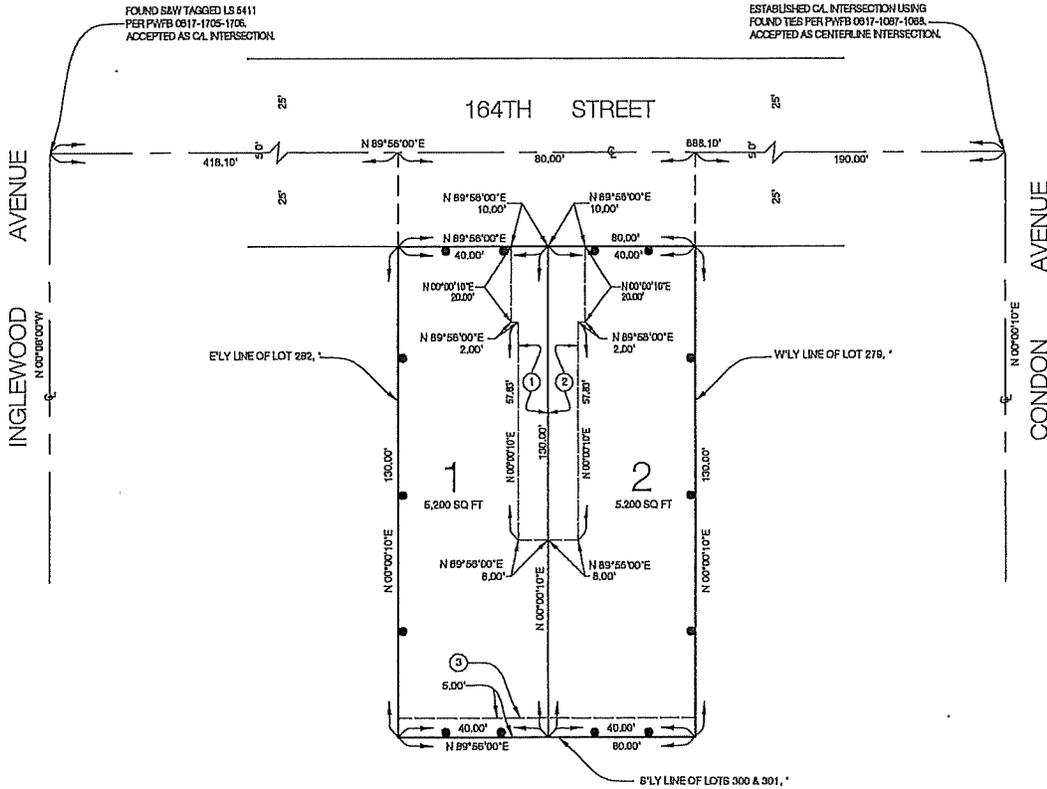
FOR CONDOMINIUM PURPOSES



LEGEND:

INDICATES THE BOUNDARY OF THE
LAND BEING SUBDIVIDED BY THIS MAP
* TRACT NO. 5781, M.B. 07-26

- ① RECIPROCAL EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF PARCEL 1 TO BE RESERVED IN DOCUMENTS
- ② RECIPROCAL EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR THE BENEFIT OF PARCEL 2 TO BE RESERVED IN DOCUMENTS
- ③ 5' WIDE EASEMENT OF THE ASSOCIATED TELEPHONE COMPANY LTD., A CORPORATION FOR POLE LINES AND CONDUITS PURPOSES BY DOCUMENT RECORDED IN BOOK 19228, PAGE 101, OF OFFICIAL RECORDS



RESOLUTION NO. CC-1912-057

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING PAYMENT OF CLAIMS AND DEMANDS
IN THE SUM OF \$714,748.14**

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

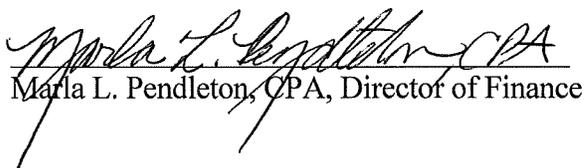
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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

SECTION 3. That the claims and demands paid by check numbers 198667 through 198727 for the aggregate total of \$714,748.14 are hereby authorized.

Effective Date: December 2, 2019

Certified by:


Marla L. Pendleton, CPA, Director of Finance

PASSED, APPROVED AND ADOPTED this 2nd day of December, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1912-057 at a regular meeting of said Council held on the 2nd day of December, 2019 by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

City of Lawndale
Summary of Audited Claims and Demands
From November 8 - 26, 2019

Claims and Demands Paid By Check:

Check Date	Check Number		Aggregate Total
	Beginning	Ending	
11/13/2019	198667	198681	527,937.42
11/20/2019	198682	198727	186,810.72
Total Checks			714,748.14

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 **714,748.14**

Check Register Report

Date: 11/13/2019
 Time: 5:47 pm
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
198667	11/13/2019	Printed		7415	CREATIVE PLATE, LLC	FALL 2019-CONTRACT CLASS	262.50
198668	11/13/2019	Printed		7190	RAYLETTE FELTON	FINAL EXPENSES CALPERS EDUC.	855.66
198669	11/13/2019	Printed		7052	AMALEA FISHER	SR FITNESS CONTRACT YOGA CLASS	130.00
198670	11/13/2019	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES 10/28-11/27/19	176.91
198671	11/13/2019	Printed		5965	JOHNSON CONTROLS	HVAC CONTROL SVC FOR CITY HALL	533.67
198672	11/13/2019	Printed		7416	KAHULA VOYAGE	EMPLOYEE RECOGNITION LUNCH	870.00
198673	11/13/2019	Printed		0323	LEGACY TRAVEL & TOURS	SR TRAVEL CLUB TRIP FRI 11/8	3,250.00
198674	11/13/2019	Printed		0308	LOS ANGELES COUNTY	AGREED TO SVC LEVEL ATH FY20	515,957.76
198675	11/13/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	BLUE WET MOP & BAR TOWEL	40.00
198676	11/13/2019	Printed		2862	MARC SALDANA	SR TAI CHI CLASS-OCT 2019	650.00
198677	11/13/2019	Printed		5206	ST. CATHERINE CARNIVAL	REFUND SECURITY DEPOSIT	575.00
198678	11/13/2019	Printed		7414	SCOTTY L. STANTON	REFUND SECURITY DEPOSIT	500.00
198679	11/13/2019	Printed		0849	THE SAFEMART OF SO CAL INC	DUPLICATE KEYS FOR PARK STAFF	73.09
198680	11/13/2019	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	PWD FUEL FOR CARD #200002	3,368.80
198681	11/13/2019	Printed		3672-PWD	U.S. BANK	CREDIT CARD CHARGES-PWD	694.03
Total Checks: 15						Checks Total (excluding void checks):	527,937.42
Total Payments: 15						Bank Total (excluding void checks):	527,937.42
Total Payments: 15						Grand Total (excluding void checks):	527,937.42

Check Register Report

Date: 11/20/2019
 Time: 10:39 am
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
198682	11/20/2019	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SVCS	6,926.50
198683	11/20/2019	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	PEST SVCS-WG PRK,R.A.PRK&PWD	359.00
198684	11/20/2019	Printed		1056	AT&T GLOBAL SERVICES, INC.	MAINTENANCE 11/21/19-12/20/19	865.67
198685	11/20/2019	Printed		6922	SVETLANA AVERBUKH	SR YOGA CLASSES OCT 2019	1,300.00
198686	11/20/2019	Printed		7421	BAY HARBOR ROOFING	REFUND BLDG PERMIT #PR 19-1181	774.54
198687	11/20/2019	Printed		7419	GLORIA BRIGGS	REFUND FACIL RNTL SECURITY DEP	250.00
198688	11/20/2019	Printed		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL SUPPLIES-PWD	48.84
198689	11/20/2019	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS	7,937.50
198690	11/20/2019	Printed		0615	CLEANSTREET	STREET SWEEPING SVCS OCT 2019	15,830.00
198691	11/20/2019	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING & SAFETY SVCS AUG-19	32,809.90
198692	11/20/2019	Printed		1807	COUNTY OF MARIN-DEPT OF P W	CATCH BASIN CLEANOUT SVCS	973.14
198693	11/20/2019	Printed		7422	CROWN PLUTE CORPORATION	REFUND CONSTR&DEMO DEPOSIT	360.00
198694	11/20/2019	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINT SVCS (2)	64.00
198695	11/20/2019	Printed		5725	E & H TROPHY AND ENGRAVING	1QTY 9X12 TILE PLAQUE W/TEXT	650.48
198696	11/20/2019	Printed		7052	AMALEA FISHER	SR FITNESS SVCS 11/6-7/2019	130.00
198697	11/20/2019	Printed		7399	OSCAR FRANCO	REFUND CONSTR&DEMO DEPOSIT	30.00
198698	11/20/2019	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	22,575.44
198699	11/20/2019	Printed		3377	H F & H CONSULTANTS, LLC	AB939 CONSULTING SEPT-19	7,216.08
198700	11/20/2019	Printed		7420	ALAN P HALL	REFUND DEMO/CONSTR DEPOSIT	210.00
198701	11/20/2019	Printed		6557	HAWTHORNE HARDWARE	TOOLS FOR PWD	39.86
198702	11/20/2019	Printed		6051	INFANTE BROS LAWNMOVER SHOP	2 GAS CONTAINERS	141.12
198703	11/20/2019	Printed		0211	L.A. NEWSPAPER GROUP	DB0011327486/ORD 1164 2ND SUMM	442.50
198704	11/20/2019	Printed		0323	LEGACY TRAVEL & TOURS	SR TRAVEL CLUB TRIP 12/07/19	5,150.00
198705	11/20/2019	Printed		5068A	MAILROOM FINANCE, INC	POSTAGE FOR CITY HALL METER	1,062.25
198706	11/20/2019	Printed		5493	REFUGIO MARQUEZ	REFUND CONSTR/DEMO DEPOSIT	380.00
198707	11/20/2019	Printed		5560	MITSUBISHI ELECTRIC & ELECT, I	ELEVATOR MAINTSVCS NOV-19CSD	2,394.00
198708	11/20/2019	Printed		6144	MV TRANSPORTATION INC	LAWNDALE BEAT TRANSP SVCS	40,815.48
198709	11/20/2019	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES-PWD	274.36
198710	11/20/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SVCS 11/6/19	118.08
198711	11/20/2019	Printed		5895	RICOH USA INC	COPIER LEASE / MAINTENANCE SVC	803.74
198712	11/20/2019	Printed		7418	DANIEL RUELAS	REFUND FACIL RNTL SECURITY DEP	1,750.00
198713	11/20/2019	Printed		7388	CARLOS SANCHEZ	REFUND FACIL RNTL DEPOSIT	245.00
198714	11/20/2019	Printed		2193-A	SOUTH BAY FORD FLEET & TRUCKS	DOOR HINGE REPAIR VEH #504PWD	294.02
198715	11/20/2019	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING MAINT SVCS OCT-19	18,775.00
198716	11/20/2019	Printed		6034	SOUTH COAST MECHANICAL INC	HVAC THERMOSTAT REPAIR-PWD	238.00
198717	11/20/2019	Printed		0346	SPARKLETT'S	WATER BOTTLE SVCS	1,420.49
198718	11/20/2019	Printed		6349	STEAMX, LLC - SIGNAL HILLS	PRESSURE WASHER REPAIR PARTS	73.37
198719	11/20/2019	Printed		7281	TELECOM LAW FIRM, P.C.	SMALL WIRELESS*16710 ING AVE	2,450.00
198720	11/20/2019	Printed		0462	TODD PIPE & SUPPLY-HAWTHORNE	REPAIR PARTS-W.G. PARK	47.87
198721	11/20/2019	Printed		7423	THU H TRAN	REFUND CONSTR/DEMO DEPOSIT	4,300.00
198722	11/20/2019	Printed		3672-ASD	U.S. BANK	CREDIT CARD CHARGES-ASD	304.31
198723	11/20/2019	Printed		2883	UNDERGROUND SERVICE ALERT SC	75 DIG ALERT TICKETS/MAINT FEE	133.75
198724	11/20/2019	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
198725	11/20/2019	Printed		3373	VERIZON WIRELESS	CELL PHONE SERVICES	493.33

Check Register Report

Date: 11/20/2019
 Time: 10:39 am
 Page: 2

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							
198726	11/20/2019	Printed		0480	VISTA PAINT	PAINT SPRAYER REPAIR-PWD	790.08
198727	11/20/2019	Printed		7409	WILLDAN FINANCIAL SERVICES	DEV IMPACT FEE STUDY SEPT 2019	4,538.00
Total Checks: 46						Checks Total (excluding void checks):	186,810.72
Total Payments: 46						Bank Total (excluding void checks):	186,810.72
Total Payments: 46						Grand Total (excluding void checks):	186,810.72

**MINUTES OF THE
LAWDALE CITY COUNCIL REGULAR MEETING
November 18, 2019**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:30 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem James H. Osborne, Councilmember Pat Kearney, Councilmember Bernadette Suarez

Councilmembers Absent: Councilmember Daniel Reid

Other Participants: City Clerk Rhonda Hofmann Gorman, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Marla Pendleton, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos and approximately 22 audience members.

B. CEREMONIALS

Councilmember Kearney led the flag salute and Pastor Eddie Vargas, Restoration Life Church, provided the inspiration.

C. PUBLIC SAFETY REPORT

Captain Allen summarized recent law enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

- Gary White, Resident, congratulated the Lawndale High School Football team and spoke about a paper version of the Lawndale Music Festival survey.

E. COMMENTS FROM COUNCIL

The City Council responded generally to the comments, but did not request placement of any issues on a future meeting agenda.

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. **Senior Citizen Advisory Committee Appointments**

Recommendation: that (a) the City Council approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 of Resolution No. CC-1911-054, and (b) that the City Council adopt the resolution as amended.

3. Beautification Committee Appointment

Recommendation: that (a) the City Council approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-1911-056, and (b) that the City Council adopt the resolution as amended.

4. Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary

Recommendation: that the City Council receive and file the report.

5. Accounts Payable Register

Recommendation: that the City Council adopts Resolution No. CC-1911-053, authorizing the payment of certain claims and demands in the amount of \$638,912.44.

6. Minutes of the Lawndale City Council Regular Meeting – November 4, 2019

Recommendation: that the City Council approve.

A motion by Councilmember Suarez to approve the consent calendar was seconded by Councilmember Kearney and carried by a vote of 4-0, Councilmember Reid being absent.

G. PUBLIC HEARINGS

7. Residential and Commercial Solid Waste Collection Service Rates

Recommendation: that (a) the City Council conduct a public hearing, (b) consider the testimony of any interested parties, and (c) adopt Resolution No. CC-1911-055, approving the residential and commercial/multifamily solid waste disposal and recycling rates effective January 1, 2020.

Mayor Pullen-Miles opened the Public Hearing at 6:50 p.m.

Debbie Morris, HF&H Consultants, provided a PowerPoint presentation on the proposed Residential and Commercial Solid Waste Collection Service Rates.

Mayor Pullen-Miles inquired if the City had received any written protest against the proposed rates, Assistant City Clerk Matthew Ceballos responded indicating that three written protests were received.

The public hearing was opened and closed immediately, there being no one wishing to testify.

A dialogue ensued between the consultant and Council regarding clarification of the billing and the upcoming organics recycling program.

A motion by Councilmember Kearney to adopt Resolution No. CC-1911-055, approving the residential and commercial/multifamily solid waste disposal and recycling rates effective January 1, 2020 was seconded by Councilmember Suarez and carried by a vote of 4-0, Councilmember Reid being absent.

H. ADMINISTRATION

8. Appointment of City Manager - Kevin M. Chun

Recommendation: that (a) the City Council approve the proposed City Manager Employee Agreement between the City of Lawndale and Kevin M. Chun; and (b) appoint Kevin M. Chun as the City Manager effective December 10, 2019.

Assistant to the City Manager/Human Resources Director Raylette Felton reported on the proposed appointment of Kevin M. Chun to City Manager.

Kevin M. Chun briefly introducing himself and thanked the Council for the opportunity. He went on to briefly outline the objectives he has and thanked his family for their support.

A motion by Mayor Pro Tem Osborne to approve proposed City Manager Employee Agreement between the City of Lawndale and Kevin M. Chun and appoint Kevin M. Chun as the City Manager effective December 10, 2019 was seconded by Councilmember Kearney and carried by a vote of 4-0, Councilmember Reid being absent.

I. ITEMS FROM COUNCILMEMBERS

9. Urgency Ordinance prohibiting no-fault evictions for residential properties through December 31, 2019 - requested by Mayor Pullen-Miles.

Recommendation: that (a) the City Council discuss this item and receive public comment, if any, on the matter; (b) find that this action is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines; and (c) approve Urgency Ordinance No. 1166-19 temporarily prohibiting no-fault evictions for residential real properties within the City through December 31, 2019.

City Attorney Tiffany Israel reported on the proposed Urgency Ordinance prohibiting no-fault evictions for residential properties through December 31, 2019.

Public Comment

Bridget Miller, Resident, spoke in favor of approving the ordinance and detailed their personal experience of receiving a no-fault eviction notice.

Veanda Williams, Resident, spoke in favor of approving the ordinance and detailed their personal experience of receiving a no-fault eviction notice.

Johnny London, Resident, spoke in favor of approving the ordinance.

Jana Kimble, Resident, spoke in favor of approving the ordinance and detailed their personal experience of receiving a no-fault eviction notice.

Mayor Pro Tem Osborne spoke about the consequences and impacts of AB 1482, he went on to provided background on the legislation.

Councilmember Kearney spoke about rent increases throughout the region and their impacts.

Mayor Pullen-Miles spoke about the City protecting residents and the best interest of the City.

A motion by Mayor Pullen-Miles to approve Urgency Ordinance No. 1166-19 temporarily prohibiting no-fault evictions for residential real properties within the City through December 31, 2019 was seconded by Mayor Pro Tem Osborne and carried by a vote of 4-0, Councilmember Reid being absent, following City Attorney Israel's reading of the title of Ordinance No. 1166-19.

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

Councilmember Kearney attended the ALADS dinner, the ribbon cutting ceremony at Target, the Field of Honor, the ribbon cutting ceremony for the Lawndale High School field, Sheriff's Liability Trust Fund Oversight Committee meeting, and the Mark Twain Elementary School national PTA award ceremony.

Councilmember Suarez attended the ribbon cutting ceremonies at Target.

Mayor Pro Tem Osborn attended the Field of Honor.

Mayor Pullen-Miles attended the ribbon cutting ceremonies at Target, Sanitation District board meeting, the ALADS dinner, and the Mark Twain Elementary School national PTA award ceremony.

J. CLOSED SESSION

At 7:40 p.m. the City Council entered into closed session.

11. Conference with Labor Negotiator

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

12. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to participate with an amicus brief in the City of Gardena v. Regional Water Quality Control Board – Los Angeles Region, et al., CA 4th District Court of Appeal Division 3 - Case No. G058540.

At 7:53 p.m. the City Council entered back into open session

City Attorney Tiffany Israel reported the City Council met in Closed Session to discuss the two items listed on the Closed Session agenda. The City Council was updated on item number 11 and there was no reportable action taken. On item number 12, the City Council unanimously voted, Councilmember Reid being absent, to participate with an amicus brief, to an amount not to exceed \$3,000, in the City of Gardena v. Regional Water Quality Control Board – Los Angeles Region, et al., CA 4th District Court of Appeal Division 3 - Case No. G058540.

K. ADJOURNMENT

There being no further business to conduct, the mayor adjourned the meeting at 7:53 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

Approved: 12/2/2019



CITY OF LAWDALE

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

DATE: December 2, 2019

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager *RF*

PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/ City Treasurer *Marla L. Pendleton, CPA*

SUBJECT: Award of Professional Auditing Service Contract

BACKGROUND

On April 6, 2015, Lance, Soll and Lunghard was awarded through competitive bidding practices the annual audit contract for the City of Lawndale for a three year period, with the option to renew two additional years. With the fiscal year 2018-19 audit currently ongoing, this is the fifth and final year of the current audit contract. Therefore, to ensure independence and competitive practices, a Request for Proposal (RFP) for Professional Auditing Services was issued on August 27, 2019, to solicit a qualified public accounting firm to audit the City of Lawndale's financial statements for the fiscal year ending June 30, 2020, and four subsequent fiscal years thereafter. The scope of work includes auditing the Schedule of Expenditure of Federal Awards, if the annual expenditures meet or exceed the \$750,000 audit threshold to perform a Single Audit and optional services to perform Transient Occupancy Tax audits (two year period for two hotels annually). The RFP was directly mailed to nine certified public accounting firms known to perform audits of local governments and was published on the City's website. Four firms responded timely to the proposal; Harshwal and Company, Rogers, Anderson, Malody and Scott (RAMS), Lance, Soll and Lunghard (LSL) and White Nelson Diehl Evans (WNDE).

STAFF REVIEW

The four submitted proposals were evaluated based on understanding of the scope of work and time period for audit performance, experience and knowledge of engagement team and firm, specific experience in auditing Federal and State assistance programs and grants and proposed cost. All four firms demonstrated an understanding of the scope of work and three specifically demonstrated knowledge of the time requirement to perform the audits. For technical expertise in the area of government local audits, one firm's experience was primarily with Special District's, tribal governments and tax returns, therefore, not meeting the specific expertise desired in our RFP. The other three firms specialized in auditing government entities and had been in practice for over 70 years each; however, one firm was the most impressive with their technical knowledge and government expertise. Eighty percent of Rogers, Anderson, Malody and Scott (RAMS) audits are municipalities and three of their management staff are Technical Government Finance Officers (GFOA) Program Reviewers (this program sets the high standards for State and Local government financial reporting standards). RAMS reviews their clients financial reports to the highest technical standards to ensure achievement of the GFOA award for financial reporting excellence. RAMS was the most responsive bidder with their high level of expertise. The total contract costs was lower than the other two responsive bids, and therefore,

is recommended for the audit contract award. By changing auditors, this will allow a fresh look at Lawndale's financial statements and ensure independence.

LEGAL REVIEW

The City Attorney has approved the contract services agreement and approved it as to form.

FISCAL IMPACT

Appropriations will be budgeted in the General Fund- Finance Department-Contract Services budget (100-160-530.100) on an annual basis beginning with year one service to be performed and paid in Fiscal Year 2020-21.

RECOMMENDATION

1. Staff recommends the City Council to approve the Contract Services Agreement for Professional Auditing Services with Rogers, Anderson, Malody & Scott, LLP, and authorize the Mayor to execute the agreement on behalf of the City.

Attachments: Contract Services Agreement for Professional Auditing Services
Request for Proposal for Professional Auditing Services

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL AUDITING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 2nd day of December, 2019, by and between the City of Lawndale, a municipal corporation ("City"), and Rogers, Anderson, Malody & Scott, LLP, a California limited liability partnership ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this

Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of two hundred twenty-six thousand six hundred dollars (\$226,600) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of

the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin thirty days after execution and continue in full force and effect until completion of the services no later than June 30, 2025, or after the fifth audited fiscal year is completed, whichever is later.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Terry Shea, Partner, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

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

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the

Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

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

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

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, 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, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without

liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is

formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONSULTANT:
Rogers, Anderson, Malody & Scott, LLP
a California limited liability partnership

By: _____
Name: Terry P. Shea, CPA
Title: Partner

By: _____
Name: Scott W. Manno, CPA, CGMA
Title: Partner

Address: 735 E. Carnegie Drive, Suite 100
San Bernardino, CA 92408

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform audit services of the City of [redacted] for the fiscal year ending June 30, 2020 and four subsequent fiscal years thereafter, for a total of five fiscal years. These services are to include:

1. An audit of the City's Comprehensive Annual Financial Report (CAFR) in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. The audit includes:
 - a. Assisting the City's Finance Department in the preparation of the financial statements, notes to the financial statements, and the Required Supplemental Information (RSI).
 - b. Rendering an opinion on the basic financial statements, including both the Government-Wide and Fund Financial Statements.
 - c. Applying limited procedures on the Management's Discussion and Analysis and the RSI and analyzing data relationships to determine reasonableness of information on the combining and individual fund financial statements and supporting schedules.
2. If the Schedule of Expenditures of Federal Awards (SEFA) meets or exceeds the \$750,000 audit threshold for the fiscal year:
 - a. Perform a Single Audit in order to render an opinion as to the compliance of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Procedures will include data relationship tests between the audited financial statements (CAFR) and the SEFA.
 - b. Prepare data collection form and required information to file with the Federal Audit Clearinghouse on behalf of the City of Lawndale.
3. Prepare report on the Gann Appropriation Spending Limit Calculation.
4. If requested, perform a Transient Occupancy Tax (TOT) audit of two hotels/motels for a two year period and prepare a report on the results.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 6.3 shall be replaced to read as follows:

"Section 6.3 Ownership of Documents

All audit workpapers created by the Consultant, its employees, subcontractors and agents during the performance of the Consultant's duties under this Agreement, including related electronic media and copies of City supplied documentation, is the property of the Consultant to the extent authorized by law. Any original documentation provided by the City will be returned to the City prior to completion of the required services. Any final financial statements created by Consultant in the performance of its duties along with the opinion from the Consultant will become the property of the City upon completion of the required services by the Consultant and payment by the City of all amounts owed to the Consultant."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Compensation for each year's fiscal audit and related reporting requirements shall be based on the following table, subject to the specific audits performed (i.e. Single Audit performance and fee are based on the Schedule of Expenditures of Federal Awards meeting or exceeding the \$750,000 audit threshold for the fiscal year and performance of the Transient Occupancy Tax audit is at the City's discretion).

Year	Audit Period	CAFR	Single Audit	TOT Audit	Total
1	7/1/19 – 6/30/20	\$38,000	\$3,500 +	\$2,500	\$44,000
2	7/1/20 – 6/30/21	38,000	3,500 +	2,500	44,000
3	7/1/21 – 6/30/22	40,000	3,500 +	2,700	46,200
4	7/1/22 – 6/30/23	40,000	3,500 +	2,700	46,200
5	7/1/23 – 6/30/24	40,000	3,500 +	2,700	46,200

+ Single Audit fee is for one major program per year, each additional Major Program will be \$2,500.^[T12]

Consultant may request monthly periodic progress payments based on actual work performed (in 15 minute increments) for each of the audits. ^[T13]^[MP4] An amount equal to ten percent (10%) of each payment request shall be retained until the City's acceptance of the reports for the particular audit. The City may withhold payment in the amount of ten (10%) of the total annual audit fee should Consultant fail to fulfill the audit requirements stated in the Request for Proposal^[T15]^[MP6].

Any adjustment to fees paid for audit services due to an increase in the number of funds or support accounts shall be subject to negotiations between the City and Consultant and will require a written amendment to this Agreement. The City shall have the final decision on any fee adjustment.

Consultant will not be reimbursed for travel time or expenses unless the expenses relate to an increase in audit scope and such extra cost is approved in writing by the City before the expenses are incurred.

The above compensation amount contracted includes attendance of Consultant at all related audit meetings, including presentation of the audit reports to City Council, as deemed necessary by the City.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Schedule for the 2019-20 Fiscal Year Audit (similar schedules will be developed in subsequent years). Each of the following should be **completed** by the Consultant **no later than** the dates indicated:

1. Entrance conference May 25, 2020

The purpose of this meeting will be to discuss any prior audit problems and the interim work to be performed. This meeting will also be used to establish an overall liaison for the audit and to make arrangements for workspace and other needs of the Consultant. The Consultant shall also provide both a detailed audit plan and a list of all schedules to be prepared by the City for interim fieldwork.

2. Interim work May 2020
3. Progress conference Scheduled after Interim
4. Detailed Audit Plan August 3, 2020

The Consultant shall provide both a detailed audit plan and a list of all schedules to be prepared by the City for final fieldwork.

5. Entrance conference to commence
Year-end audit work October 12, 2020
6. Fieldwork October 12, 2020
7. Exit conference October 22, 2020

The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

8. Draft Reports November 9, 2020

The Consultant shall have drafts of the audit reports and recommendations to City management available for review by the City's Accounting Manager by this date.

9. Final Reports

Photo-Ready CAFR	November 25, 2020
Redevelopment Agency Report	November 25, 2020
Management Letter Comments	November 25, 2020
Report on the Gann Limit Calculation	November 25, 2020
Single Audit Report	February 22, 2021

CITY OF LAWNSDALE

Request for Proposal For Professional Auditing Services

For the fiscal years ending June 30, 2020, 2021, 2022, 2023 & 2024

Submitted by:

ROGERS, ANDERSON, MALODY & SCOTT, LLP

Certified Public Accountants

License #2596

FEIN 95-2662063

735 E. Carnegie Drive, Suite 100
San Bernardino, California 92408
(909) 889-0871

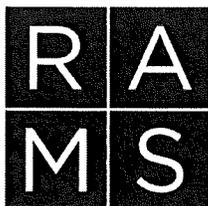
October 9, 2019

CONTACT: TERRY SHEA, PARTNER

terry@ramscpa.net

ALTERNATE CONTACT: SCOTT MANNO, PARTNER

smanno@ramscpa.net



**ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948**

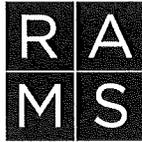
CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Table of Contents

	<u>Page</u>
Transmittal Letter	i
Technical Proposal	
Independence	1
License to practice	1
Firm qualifications and experience	1
<i>About our firm</i>	
<i>CAFR preparation</i>	
<i>Housing Authority and Successor Agency experience</i>	
<i>Single audit experience</i>	
<i>Governmental Audit Quality Center</i>	
<i>Range of services</i>	
<i>Engagement quality control</i>	
<i>External quality control review</i>	
<i>Disciplinary action</i>	
<i>Equal Opportunity Employer</i>	
Partner, supervisory and staff qualifications	5
<i>Partner and supervisory staff involvement</i>	
<i>Staff continuity</i>	
<i>Continuing professional education</i>	
<i>Assigned personnel</i>	
<i>Engagement team resumes</i>	
Prior engagements with the City of Lawndale	14
Similar engagements with other government entities	14
Specific audit approach.....	15
<i>Services to be provided</i>	
<i>Engagement approach</i>	
<i>Audit approach and proposed audit segmentation</i>	
<i>Level of staff and approximate number of hours assigned to each segment</i>	
<i>Sample sizes</i>	
<i>Audit technology</i>	
<i>Analytical procedures</i>	
<i>Understanding of internal control over financial reporting</i>	
<i>Approach in determining applicable laws and regulations</i>	
<i>Approach in drawing samples for compliance testing</i>	
<i>Proposed audit timing</i>	
Identification of anticipated potential audit problems	25

Attachment A: Government Clients Served



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

October 9, 2019

735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408
909 889 0871 T
909 889 5361 F
ramscca.net

City of Lawndale
Finance Department
Attention: Marla L. Pendleton, CPA
14717 Burin Avenue
Lawndale, CA 90260

PARTNERS

Brenda L. Odle, CPA, MST
Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradferd A. Welebir, CPA, MBA, CGMA
Jay H. Zercher, CPA (Partner Emeritus)
Phillip H. Waller, CPA (Partner Emeritus)
Kirk A. Franks, CPA (Partner Emeritus)

DIRECTORS

Jenny Liu, CPA, MST

MANAGERS / STAFF

Charles De Simoni, CPA
Gardenya Duran, CPA
Brianna Schultz, CPA
Jingjie Wu, CPA
Evelyn Morentin-Barcelona, CPA
Jin Gu, CPA, MT
Veronica Hernandez, CPA
Tara R. Thorp, CPA, MSA
Laura Arvizu, CPA

MEMBERS

American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

*Employee Benefit Plan
Audit Quality Center*

California Society of
Certified Public Accountants



A Worldwide Alliance of Independent
Accounting, Law and Consulting Firms

Dear Evaluation Committee:

I am pleased to respond, on behalf of Rogers, Anderson, Malody & Scott, LLP, (RAMS) to your request for a proposal regarding professional auditing services. As a recognized industry leader, and innovator, our goal for the past 71 years has been to provide honest, accurate, objective results to all of our clients, including governmental organizations such as yours. Our success in this effort is witnessed by both the growth of our firm and the list of long-term clients who trust us.

At RAMS, we are committed to achieving the highest quality audit possible. We understand the complexity of performing governmental audits and that's why we have a *dedicated team of auditors* that possess the specialized knowledge and experience to help ensure compliance with changes in regulations that may impact your organization. We plan and execute our audits in a way that maximizes audit efficiency and effectiveness and provides you the highest quality services.

We are aware that the City of Lawndale (the City) has other proposals to consider. We believe that RAMS would be the appropriate choice for the audit engagement for the following reasons; which are provided in more detail in our proposal. Our firm:

- Utilizes *Teammate Analytics*, a suite of more than 150 Computer Aided Audit Tools (CAATs). This software empowers our audit teams with the ability to perform powerful, meaningful data analysis which builds upon our other value added services. *Teammate Analytics* also helps to identify specific transactions which may be indicative of fraud.
- Using our CAAT, performs a risk based audit which enables us to focus on key audit areas allowing us to become more efficient resulting in lower audit fees.
- Provides auditing services to over 50 governmental agencies and not-for-profit organizations, including over 20 cities, most of which have enterprise activities.
- Understands that the audit process, as a whole, can be a stressful experience for you and your staff; we understand that you will have other commitments and your regular workloads during the audit period. We make every effort to ensure the audit process, from the interim fieldwork to the preparation of the required financial reports, will be as trouble-free as possible for you and your staff. We accomplish this through comprehensive planning of the audit and utilizing our staff in the most efficient and effective manner while keeping disruptions and miscommunications to a minimum.

- Has an established reputation in the governmental and not-for-profit accounting and auditing community by providing excellent, timely service and high quality reporting to our clients.
- Has audit team members that are professional and approachable. Through open and responsive communication with all parties involved in the audit process, we work to have the most efficient audit possible by minimizing operational distractions of your staff, while maximizing quality service and products.
- Provides extensive training and continuing education to all of our audit staff through a combined use of in-house instruction and third-party providers. Our audit team members are experienced with and receive regular training in performing Single Audits in accordance with Federal OMB Uniform Guidance.
- Is committed to helping you meet all reporting/auditing deadlines, resolving any issues encountered during your audit (e.g. accounting or auditing, new pronouncements, etc.), and providing you with quality audit services.
- Has an extensive internal quality control review process to ensure your financial reports meet the highest standards. In addition to the preparation of financial reports by the engagement team and review by the engagement manager, *each report is also examined by 2 partners and 1 professional proofreader.*
- Has assisted many of our clients with the preparation of their Comprehensive Annual Financial Reports, and all of our clients that have submitted their reports for the Government Finance Officers Association (GFOA) or California Society of Municipal Finance Officers (CSMFO) awards have received the awards. Our participation as a GFOA reviewer also indirectly benefits our clients in the quality review process.
- Is a full service firm, with specialists in auditing, reviews and compilations, tax planning and preparation, as well as business consulting. The diverse experience and accessibility of the professionals in these areas help us to provide a comprehensive approach to a wide variety of needs.
- Believes that our fee estimate and arrangement provides a fair and reasonable cost, commensurate with the experience of the audit team members, to perform the annual audit services for the City.

Rogers, Anderson, Malody & Scott, LLP is licensed to practice in California, including all of the assigned professional staff to the engagement. Mr. Shea, Partner and Mr. Manno, Partner are authorized to represent the firm, are empowered to submit the bid and authorized to sign a contract with the City. We understand the scope of work as listed in the section of this proposal titled *Services to be provided*. In addition, we will be committed to meeting any agreed upon time frames. This proposal is a firm and irrevocable offer for ninety (90) days.

We can agree to the terms and conditions in the City's Contract Service Agreement.

We can be reached at: 735 E. Carnegie Drive, Suite 100, San Bernardino, CA 92408, (909) 889-0871, terry@ramscpa.net or smanno@ramscpa.net.

Thank you for the opportunity to present our proposal qualifications and to serve as independent auditors to the City. We will be committed to exceeding your expectations of an auditor and believe this proposal provides you with information about our firm, the service team members and our customized audit approach. We look forward to having a long and mutually beneficial relationship with the City. Please contact us if you have any questions regarding this proposal.

Respectfully yours,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Terry P. Shea, CPA
Partner

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Independence

Rogers, Anderson, Malody & Scott, LLP is independent of the City of Lawndale, and any component units, as defined by general standard number two of the generally accepted auditing standards.

We are also independent of the City of Lawndale, and any component units, as defined by the second general standard for government auditing in the U.S. Government Accountability Office's *Government Auditing Standards* (2011).

We have had no professional relationships with the City or its component units within the last five (5) years.

License to practice

Rogers, Anderson, Malody & Scott, LLP is licensed to practice in the State of California. The key professional staff, which includes the partners, managers, and supervisors, are all certified public accountants licensed to practice in the State of California and are in compliance with all applicable Board of Accountancy standards.

Firm qualifications and experience

About our firm



RAMS was founded in 1948 and is located at 735 E. Carnegie Drive, Suite 100, San Bernardino, California and offers the full range of services expected of a full service accounting firm. We are one of the oldest and most trusted and respected CPA firms in Southern California, with over 71 years of public practice experience, specializing in governmental agency and not-for-profit organization auditing, accounting and management advisory services. Over *nineteen thousand hours per year* are devoted to this area of our practice, which includes cities, redevelopment successor agencies, water districts, other special districts, not-for-profit corporations and joint power authorities. We

do not use our government accounting and auditing practice as "fill work" for the firm, it is a primary focus of it.

We understand that organizations desire that its auditors have a thorough understanding of the complex accounting and compliance issues confronting Cities such as yours. Our firm has a long history of governmental accounting and auditing. Over the years, we have gained valuable experience, acquired in-depth knowledge, and obtained the technical expertise needed for governmental accounting and auditing. This expertise has enabled us to provide exceptional, high quality service and to provide solutions at fees we feel represent our value to our clients. In addition, we use our participation in various industry associations to continuously update our knowledge with respect to issues relating to governmental accounting, auditing and operations. Any insight we gain is immediately passed on to our clients if we feel they will benefit from it.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

Our firm has a total staff of thirty-four people, which includes fifteen certified public accountants. The staff consists of five partners, one director, four managers, eight supervisors/senior accountants, eleven staff accountants and five support staff. The audit staff consists of twenty-one members who devote over 80% of their time to municipal engagements. The engagement team assigned to the City's engagement will consist of the following full-time staff: one audit partner, one audit manager, one audit supervisor/senior and two to three staff auditors. All personnel are located in our San Bernardino office.

CAFR preparation

We have extensive experience in the preparation of Comprehensive Annual Financial Reports (CAFR). For the fiscal year ended June 30, 2017 and 2018, our staff prepared over 15 CAFR's, and each entity received the Certificate of Achievement for Excellence in Financial Reporting from the GFOA. For the fiscal year ended June 30, 2019, again, our staff will have prepared over 20 CAFR's for our clients for their submittal to the GFOA. In addition, we have helped many cities and special districts develop their first year's report for submittal. Two of our audit partners and one of our managers are technical reviewers for the GFOA CAFR award program. **In addition, we review all of the CAFR's for compliance with the GFOA certificate program checklist and also prior year comments if applicable to insure they have been addressed.**

Housing Authority and Successor Agency experience

Over the past five fiscal years, the firm has audited the Housing Authorities and Successor Agencies for the following entities:

City of South Pasadena	City of Redondo Beach
City of Thousand Oaks	City of La Verne
City of San Marcos	City of San Jacinto
City of Moorpark	City of Twentynine Palms
City of Fillmore	City of La Mesa
City of Sierra Madre	City of Rosemead
City of El Cajon	City of Hawthorne
Town of Yucca Valley	City of West Covina
City of Poway	City of Claremont

Single audit experience

Most of our city clients, and some of our other governmental and not-for-profit clients, have been subject to an audit in accordance with *Uniform Guidance*. We recently performed single audits for the following entities:

City of Thousand Oaks	City of La Mesa
City of El Cajon	City of Claremont
City of San Marcos	City of West Covina
City of Poway	City of Twentynine Palms
City of Fillmore	University Enterprises Corporation at CSUSB
City of Rosemead	Elsinore Valley Municipal Water District
City of Hawthorne	City of La Verne

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

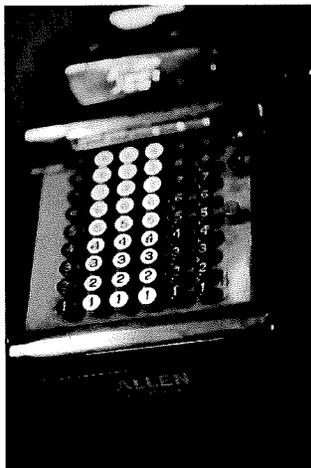
Governmental Audit Quality Center

As a member of the American Institute of CPAs *Governmental Audit Quality Center* (Center), we are committed to adhering to the highest quality standards by voluntarily agreeing to the Center membership requirements, which include designating a partner responsible for the quality of our governmental and not-for-profit audit practice, establishing quality control programs, performing annual internal inspection procedures, and making our peer review report findings publicly available. At RAMS, our goal is to continue to enhance our quality initiatives within our governmental and not-for-profit audit practice to deliver the highest quality audit services possible.

In addition, the Governmental Audit Quality Center provides access to comprehensive resources that will assist us in further enhancing the quality of your audit. The Center membership provides us with timely information on a variety of technical, legislative and regulatory subjects that we can in turn apply to your audit to help ensure compliance with the appropriate standards and changes in regulations which we pass on to our clients.

Range of services

Our firm provides various other services in addition to auditing services to governmental and not-for-profit entities, including:



- Finance director and accounting support services
- Study and evaluation of financial condition and fiscal policies
- Transient Occupancy Tax Agreed Upon Procedures
- Franchise (refuse, cable) Agreed Upon Procedures
- Accounting policies and procedures
- Capital improvement program procedures and policies
- Cash management studies
- Financing and public bond offering assistance
- Franchise agreement assistance (ambulance, cable, television, refuse, etc.)

In addition, the firm provides accounting, auditing, attest and consulting services to for profit and not-for-profit entities. We also provide tax preparation and tax consulting services to individuals, corporations and partnerships. **We provide our municipal audit clients tax consultation at no extra charge.**

Engagement quality control

We have an extensive internal quality control review process to ensure your audit meets the highest standards. In addition to the preparation of financial reports by the senior member of the engagement team, each report is reviewed by the engagement manager and is also examined by the engagement partner and the technical review partner, and is proofread by one professional staff. In addition, all audit workpapers are reviewed by the in-charge auditor and the partner in-charge of the engagement.

CITY OF LAWDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

External quality control review

As a member of the AICPA Private Companies Practice Section, our firm has participated in "Peer Review" since 1993 and has been examined every three years since that date. Participation in this program ensures that all of our engagements meet the standards of the AICPA, the Yellow Book and the California State Board of Accountancy. Throughout our participation in this program, the firm has received pass ratings from the peer reviewers. The latest review below included reviews of specific governmental entities.

During the current review, an independent firm reviewed our policies and procedures and then inspected a representative sample of engagement workpapers and reports, including governmental entities and engagements subject to OMB A-133. For the year ended November 30, 2017, our firm received a rating of *pass* which indicates our auditing practice is suitably designed and complied with to provide reasonable assurance of performing and reporting in conformity with applicable standards. The results provide confirmation that the custom audit approach and procedures we use are technically sound and in compliance with applicable standards.

The firm is not aware of any federal or state desk reviews or field reviews of its audits during the last three years.

Disciplinary action

The firm **has never** had any disciplinary action taken or pending against it with state regulatory bodies or professional organizations, nor has it ever had any pending or settled litigation, civil or criminal investigations.

Our firm does not have a record of substandard work.

In addition to the external quality control review, our firm performs in-house peer reviews over our audit and attest engagements annually.

Equal Opportunity Employer

Our firm is an equal opportunity employer and is committed to providing employment opportunities to all qualified persons regardless of race, color, sex, religion, national origin or handicap. Our staff represents a wide range of cultures and ethnic backgrounds. We provide opportunities for advancement for all staff based on ability, skill and desire to advance.

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

May 15, 2018

To the Partners of Rogers, Anderson, Malody & Scott, LLP and the Peer Review Committee of the California Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

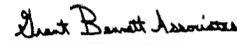
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiencies* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.



GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



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Princeville, HI 96722
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CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications

The quality of service you receive is dependent on the capabilities of the individuals assigned to the engagement, and the manner in which those personnel resources are organized to efficiently focus their abilities on providing you with the requested audit services. These professionals are highly trained and knowledgeable and have a thorough understanding of the environment in which governmental and not-for-profit entities operate. This experience is a critical component in providing the City with an effective and efficient audit.

Our engagement team will provide significant experience coupled with an extensive, practical understanding of governmental and not-for-profit accounting and auditing along with a broad business perspective. Each member will have access to a wide range of technical resources and knowledge bases which will enable them to provide the City with practical observations and effective solutions.



CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)

Partner and supervisory staff involvement

All partners and supervisory staff are working professionals and are actively and continually involved in all aspects of their engagements. We believe that partner and supervisory staff involvement in all areas of the audit is a key aspect of the overall audit process. This involvement includes being on-site for interim and year-end fieldwork, thus facilitating a proper, efficient and effective audit, with minimal disruption of your staff. In addition, the time spent on-site by the partners and supervisory staff ensures they gain an understanding of the entire City's accounting processes and procedures. This understanding will enable them to evaluate and develop opportunities for efficiency as well as offer practical and functional advice for improving your accounting processes and procedures.

All professionals on this engagement have worked on audits similar in nature to the City's, therefore, the City will not have to train our engagement team.

Staff continuity

Continuity of audit staff is a principal concern with our firm. In order to retain our staff, we offer extremely competitive wages, opportunities for advancement, generous medical packages, a retirement plan, bonus opportunities, as well as educational benefits. Even with the benefits we provide, we realize we may lose staff at any given time. Knowing this, we plan to provide staff continuity from year to year, which is in the best interest of the City and our firm. Continuity ensures an orderly, efficient, and less disruptive audit experience. Since we cannot guarantee staff will remain with us, principal supervisory and management staff, including engagement partners, managers, other supervisory staff, and specialists, may be changed if those personnel leave the firm or are promoted. **However, the City reserves the right to accept or reject replacements.**

We believe that due to the significant involvement of the partners on all of our engagements, any staff transition would have a minimal effect on the audit efficiency and effectiveness of subsequent years.

Continuing professional education

Our team of auditor specialists stays current in this highly technical practice area by adhering to the continuing professional education requirements of *Government Auditing Standards* as well as the State Board of Accountancy guidelines. All professionals at our firm participate in continuing professional education (CPE) programs, which are sponsored by various organizations including the Government Finance Officers Association, the American Institute of Certified Public Accountants, the California State Society of Certified Public Accountants, the California Society of Municipal Finance Officers and the Association of Government Accountants. Participation in these programs helps us to ensure that our clients are serviced with the best trained and most proficient government and not-for-profit auditors and accountants available. In addition, we provide in-house training taught by our partners and senior level staff using published resources. All staff are required to attend fraud and ethics training. It is our goal to provide our professional staff continuing education which exceeds the minimum standard of 80 hours over two years.

In accordance with our firm's Quality Control document and *Government Auditing Standards (GAS)*, all staff members who work on audits subject to GAS are required to complete CPE in accordance with GAS standards which require 24 hours directly related to governmental accounting and auditing.

In addition to the required CPE, we also use the following to increase our technical knowledge: view the Governmental Audit Quality Center Annual Webcast Update and other relevant seminars and review monthly publications from the AICPA, the GFOA, and various other resources. We also attend conferences and seminars sponsored by the GFOA, California Society of Municipal Finance Officers and the California Special District Association.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)

Assigned personnel

It is our goal to provide you with capable, competent, and personable individuals who offer an extensive background, not only in governmental and not-for-profit accounting and auditing, but also in general business practices. We offer practical solutions, as well as provide technical support. This enables you to stay at the forefront of governmental and not-for-profit accounting and provides you with the support you need in dealing with the complex issues confronting entities such as yours.

In addition, our engagement team has the managerial and supervisory experience to provide the City with a comprehensive audit of the highest quality, while still focusing on personal service. The resumes of the key engagement personnel assigned to the audit are presented near the end of this proposal. The following individuals will be assigned to the engagement for the entire contract period:

Terry Shea, CPA - Partner, Engagement Partner

Terry is a municipal audit partner with the firm and will be the engagement partner. He is licensed to practice as a certified public accountant in the State of California. He has been in public accounting for 38 years specializing in serving local governments such as yours. As the engagement partner, he will be responsible for overall engagement quality, as well as ensuring that the engagement is performed in the most effective and efficient manner. Terry will directly oversee all engagement staff while assisting in planning and performing the engagement as well as reviewing all work-papers prepared during the engagement, in addition to all required reports. Terry is a working partner and will be actively and continually involved in all aspects of the engagement.

Scott W. Manno, CPA, CGMA - Partner, Concurring Partner

Scott is also a municipal audit partner with the firm. He is licensed to practice as a certified public accountant in the State of California. Scott has over 24 years of public accounting experience and has provided accounting, auditing, and consulting services for municipalities, special districts, water agencies, and various not-for-profit organizations. As the concurring partner, Scott will work directly with Terry in planning and performing the engagement. In addition, he will provide technical consultation for the engagement team.

Brad A. Welebir, CPA, CGMA, MBA - Partner, Quality Control Reviewer

Brad will be the Quality Control Reviewer. He is licensed to practice as a certified public accountant in the State of California. He has over 15 years of practical, governmental accounting and auditing experience. Brad will be responsible for the final quality control review of all released reports.

Gardenya Duran, CPA, CGMA - Engagement Manager

Gardenya is an audit manager with the firm. She is licensed to practice as a certified public accountant in the State of California. Gardenya has over 9 years of public accounting experience and has provided accounting, auditing, and consulting services for municipalities, special districts, water agencies, and various not-for-profit organizations. Gardenya will work directly with Terry and Scott while supervising the engagement team during all phases of the engagement. In addition, she will oversee the preparation of any required reports.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)

Evelyn Morentin-Barcena, CPA - Audit Senior

Evelyn is an Audit Senior with the firm. She is licensed to practice as a certified public accountant in the State of California. She has over 4 years' experience in providing accounting and auditing services for municipalities, special districts and various not-for-profit organizations. As an audit senior, Evelyn will work closely with the engagement partner and manager and be responsible for planning the audit, supervising the staff assigned to the engagement, and performing reviews of all work-papers prepared for the engagement. In addition, she will also be responsible for the preparation of any required reports.

Senior and staff level accountants

All staff employed by us and working on governmental audits are qualified to perform governmental audits. Each staff member is encouraged to take on increased responsibility for engagements previously worked on. This enables our staff to grow on each engagement and allows them to continue to gain the skills and knowledge required to perform the audits.

In summary, we want to emphasize the credentials of the above professionals who will be directly responsible for the quality of service that you will receive. Additionally, our audit team has another attribute that is very important, even though it is intangible -- the professionals assigned to the audits have previously worked together as a multi-disciplined team, thus ensuring a smooth, efficient and effective audit. We are committed to allocating the necessary resources to ensure that we provide continuity of personnel throughout the term of our relationship with the City.

Our firm is an equal opportunity employer and is committed to providing employment opportunities to all qualified persons regardless of race, color, sex, religion, national origin or handicap. Our staff represents a wide range of cultures and ethnic backgrounds. We provide opportunities for advancement for all staff based on ability, skill and desire to advance.

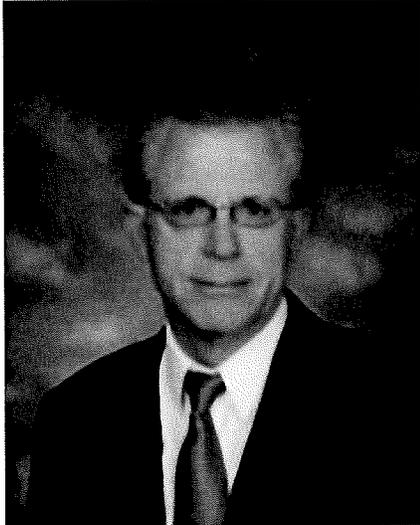
Full engagement team resumes are provided as follows.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)

Engagement team resumes



Terry P. Shea, CPA
Engagement Partner

Professional experience

Mr. Shea began his career with Thomas, Byrne and Smith in 1981. He spent five years with the firm primarily working on audits of municipalities, special districts, redevelopment and other governmental agencies. He joined Rogers, Anderson, Malody & Scott, LLP in 1987 where he has completed governmental audits including municipalities and provided financial consulting services for various cities.

Education/licenses

Bachelor of Arts degree from California State University, Fullerton
Certified Public Accountant - State of California

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of La Mesa*	City of Loma Linda*	City of Riverside*
City of Grand Terrace*	City of San Jacinto*	City of El Cajon*
City of Twentynine Palms	City of Palm Desert*	City of Indian Wells
City of Corona*	City of Coachella	City of Fillmore
City of Norco*	City of Goleta	City of Redondo Beach*
City of Indio*	City of Mission Viejo*	City of Poway
City of Fontana*		City of San Marcos

Mr. Shea served as the Interim Finance Director for the City of Perris from July 1998 to October 2001. He currently serves as the Contract Finance Director for one Riverside County city and one Los Angeles County city.

Continuing professional education

Mr. Shea has completed over 120 hours of continuing professional education courses in the past three years, of which, the following select courses are relevant to this engagement:

- ◆ American Institute of Certified Public Accountants, *Foundations in Governmental Accounting*
- ◆ American Institute of Certified Public Accountants, *Governmental and Not-for-Profit Conference*
- ◆ California Society of CPAs Education Foundation, *Governmental Auditing Skills*
- ◆ Thomson Reuters, *Audits of State and Local Governments*

Professional affiliations

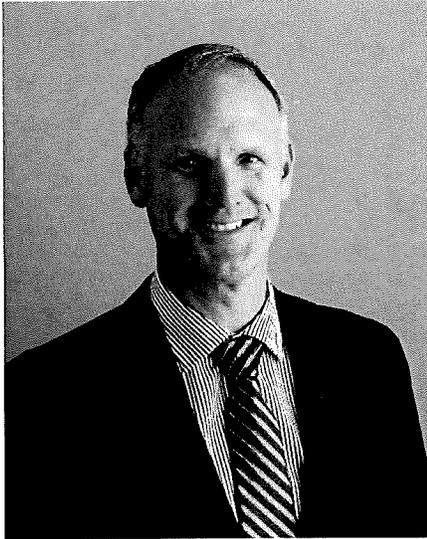
Mr. Shea is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)



Scott W. Manno, CPA, CGMA
Concurring Partner

Professional experience

Mr. Manno began his career with Thomas, Bigbie and Smith in 1995 after serving in the United States Army. He spent six years with the firm primarily working on audits of municipalities, special districts and redevelopment agencies as well as various not-for-profit organizations. He joined Rogers, Anderson, Malody & Scott, LLP in July 2001. Currently, Mr. Manno serves as a technical reviewer for the GFOA CAFR Award program. Since 2010, Mr. Manno has been serving as a technical volunteer on the California Special Districts Association Audit Committee and is now a member of the Association's fiscal committee providing accounting and fiscal program guidance. Also, Mr. Manno has done presentations on fraud.

In addition, he is part of the California State Society of Certified Public Accountants Governmental Accounting and Auditing Committee which meets periodically to discuss current events, pronouncements, etc., including the implementation of GASBS 68/75.

Education/licenses

Bachelor of Science degree from California State University, San Bernardino
Certified Public Accountant - State of California
Chartered Global Management Accountant - American Institute of Certified Public Accountants

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of El Cajon*	City of Sierra Madre*	City of Blythe*	City of Fillmore*
City of Twentynine Palms	City of San Jacinto*	City of Rosemead	Town of Yucca Valley
City of La Mesa*	City of Ontario*	City of Moorpark*	City of Lake Elsinore*
City of Woodlake*	City of Exeter*	City of Loma Linda*	City of La Verne

Mr. Manno has completed over 220 hours of continuing professional education courses over the past three years of which the following select courses are relevant to this engagement:

- ◆ Association of Certified Fraud Examiners, *Fraud Related Internal Controls*
- ◆ Association of Certified Fraud Examiners, *Fighting Fraud in Government*
- ◆ Checkpoint Learning, *Audits of State and Local Governments*

Professional affiliations

Mr. Manno is a member of the following organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Association of Certified Fraud Examiners (ACFE)
- ◆ Association of Government Accountants (AGA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Special Districts Association (CSDA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)



Brad A. Welebir, CPA, CGMA, MBA
Quality Control Partner

Professional experience

Mr. Welebir joined Rogers, Anderson, Malody & Scott, LLP in January 2004. He works primarily on audits of governmental agencies, small to mid-sized businesses, and not-for-profit organizations. Mr. Welebir serves as a technical reviewer for the GFOA CAFR Award program.

Education/licenses

Masters of Business Administration - Accounting Emphasis from California State University, Fullerton
Bachelor of Arts in Business Administration from La Sierra University
Certified Public Accountant - State of California
Chartered Global Management Accountant - American Institute of Certified Public Accountants

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of Poway	Town of Yucca Valley
City of Twentynine Palms	City of San Juan Capistrano
City of Loma Linda*	City of La Verne
City of San Bernardino*	City of Mission Viejo*
City of Sierra Madre*	City of Rosemead
City of San Jacinto*	City of Redondo Beach*
City of Moorpark*	City of Claremont
City of Fillmore*	City of San Marcos

Continuing professional education

Mr. Welebir has completed over 120 hours of continuing professional education courses in the past three years of which the following select courses are relevant to this engagement:

- ◆ California Society of CPAs Education Foundation, *Governmental Accounting and Auditing Update*
- ◆ American Institute of Certified Public Accountants, *OMB A-133 Single Audit Update*
- ◆ California Society of Municipal Finance Officers, *Annual Conference Sessions*
- ◆ Government Finance Officers Association, *GAAP Update*
- ◆ Thomson Reuters, *Yellow Book Update*

Professional affiliations

Mr. Welebir is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)
- ◆ California Special Districts Association (CSDA)

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)



Gardenya Duran, CPA, CGMA
Manager

Professional experience

Mrs. Duran joined Rogers, Anderson, Malody & Scott, LLP in June 2010. She works primarily on audits of governmental agencies, small to mid-sized businesses, and nonprofit organizations. Prior to joining our firm, she was an Information Systems Technician in the U.S. Navy for nine years.

Education/licenses

Bachelor of Science degree from California State University, San Bernardino
Certified Public Accountant – State of California
Chartered Global Management Accountant – American Institute of Certified Public Accountants

Related professional experience

Partial listing of governmental entities recently served (*includes enterprise fund accounting):

City of San Marcos*	United Water Conservation District*
City of La Mesa*	City of San Jacinto*
City of Capitola	City of Chino*
Western Municipal Water District*	City of Redondo Beach*
City of Grand Terrace	City of Eastvale
Vista Irrigation District*	San Bernardino Valley Municipal Water District*

Continuing professional education

Mrs. Duran has completed 120 hours of continuing professional education courses in the past three years of which the following select courses are relevant to this engagement:

- ◆ Thomson Reuters, *Audits of State and Local Governments*
- ◆ American Institute of Certified Public Accountants, *Foundations in Governmental Accounting*
- ◆ California Society of CPAs Education Foundation, *Governmental Accounting and Auditing Update*
- ◆ American Institute of Certified Public Accountants, *Applying A-133 to Nonprofit and Governmental Organizations*

Professional affiliations

Mrs. Duran is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

In addition, Mrs. Duran is the Governmental Auditing & Accounting Committee Chair for the Inland Empire Chapter of CalCPA.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory and staff qualifications (continued)



Evelyn Morentin-Barcena, CPA
Audit Senior

Professional Experience

Mrs. Morentin-Barcena is an Audit Senior with the firm. She has over 4 years' experience in providing accounting and auditing services for municipalities, special districts and various nonprofit organizations. As an audit senior, she will work closely with the engagement partner and manager and be responsible for planning the audit, supervising the staff assigned to the engagement, and performing reviews of all workpapers prepared for the engagement. In addition, she will also be responsible for the preparation of any required reports.

Education

Bachelor of Science degree from California State University,
San Bernardino
Certified Public Accountant – State of California

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

- | | |
|----------------------|-----------------------|
| City of Moorpark* | City of Sierra Madre* |
| City of Chino* | City of La Verne |
| City of Menifee | City of Claremont |
| Town of Yucca Valley | City of Aliso Viejo |
| City of West Covina* | City of Poway* |
| City of El Cajon* | City of Loma Linda* |

Professional affiliations

Mrs. Morentin-Barcena is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Prior engagements with the City of Lawndale

We have had no prior engagements with the City of Lawndale.

Similar engagements with other government entities

Entity: *City of Thousand Oaks*
Scope of work: Financial Audit/CAFR*/Successor Agency/Single Audit
Date: Year ending June 30, 2018 - to present
Engagement partner: Mr. Terry Shea
Total hours: Approximately 500 hours
Contact person: Ms. Elisa Magana, Accounting Manager, (805) 449-2216

Entity: *City of El Cajon*
Scope of work: City CAFR*/Successor Agency/Public Financing Authority/Single Audit/GANN limit/Measure O
Date: Years ending June 30, 2008 - to present
Engagement partner: Mr. Scott Manno
Total hours: Approximately 480 hours each year
Contact person: Ms. Victoria Danganan, Financial Operations Manager, (619) 441-1720

Entity: *City of Hawthorne*
Scope of work: Financial Audit/CAFR*/Successor Agency/Single Audit
Date: Year ending June 30, 2016 - to present
Engagement partner: Mr. Terry Shea
Total hours: Approximately 425 hours each year
Contact person: Ms. Felice Lopez, Finance Director, (310) 349-2923

* = received GFOA/CSMFO award.

See Attachment A for a listing of current and recent government clients served.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach

Services to be provided

The City's goal is to provide the public and its constituents with a comprehensive financial report that presents complete, accurate and understandable information about the City's financial condition. We will perform the following tasks:

- We will perform an audit of the financial statements of the City of Lawndale.
- The audit will be conducted in accordance with the auditing standards generally accepted in the United States of America, and *Government Auditing Standards* issued by the Comptroller of the United States of America.
- We will assist the finance department with the preparation of the financial statements, notes to the financial statements and the Required Supplemental Information (RSI) for the City's financial statements. We will provide an electronic copy and 10 bound copies of the CAFR each year.
- We will render opinions on the basic financial statements which will include both the Government-Wide Financial Statements and Fund Financial Statements.
- Apply certain limited procedures related to Management's Discussion and Analysis and Required Supplementary Information and provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules.
- Provide opinions as to the compliance with the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB Uniform Guidance). RAMS is to provide an "in-relation-to" report on the Schedule of Expenditures of Federal Awards based on the auditing procedures applied during the audit of the financial statements.
- We will prepare the Single Audit Report and provide an electronic format and 5 bound copies each year.
- We will complete the data collection form and required filing with the Federal Audit Clearinghouse and provide the City one electronic copy in PDF format of the data collection form each year.
- We will prepare the Report on the GANN Limit Calculation and provide an electronic format and 5 bound copies each year.
- If requested, we will prepare a separate report for the Transient Occupancy Tax audit.

Our audit(s) will be in accordance with:

- Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants, including requirements found in the new AICPA audit guide "Audits of State and Local Governments".
- *Government Auditing Standards* issued by the Comptroller of the United States of America.
- *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB *Uniform Guidance*), Single Audit.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

All working papers and reports will be retained (at our expense) for a minimum of seven (7) years, unless we are notified by the City of the need to extend that retention period. We will make the working papers available, upon request, to the City or other agencies as necessary. In addition, we will respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers related to matters of continuing accounting significance.

We will make an immediate, written notification of all irregularities and illegal acts or indication of illegal acts of which we become aware to the following: City Manager, City Attorney and the Director of Finance.

Engagement approach

Our engagement approach for your audit will be developed using established goals which will enable measurement of the audit process by the engagement partner and lead auditor. Our approach involves frequent communication between the partner and the engagement team to ensure that all audit objectives are achieved in accordance with the established goals and that any issues which may arise are communicated and dealt with on a timely basis. Our overall knowledge and expertise in governmental accounting and auditing has allowed us to identify key audit and accounting risks in the government environment. More importantly, the approach provides for a complete reassessment of the management and control environment in each year's audit and thus is capable of responding to changes and will ensure that deadlines are met in issuing the annual financial statements.

Our engagement approach has been developed and refined over many years. The backbone of our approach revolves around the following six constants:

- **Knowledge and experience.** We have been auditing governmental entities like the City, both large and small, for over 71 years. This experience has allowed us to gain in-depth knowledge of the governmental environment which in turn allows us to perform a more efficient and effective audit and enables us to perform detailed risk assessment procedures. These risk assessment procedures allow us to identify significant audit risk areas within the City.
- **Oversight.** Professional judgment is not developed overnight. Our partners, managers and supervisors have been deeply involved in governmental audits on a continuous basis for most of their professional careers. By having direct partner and manager oversight, we are able to design audit strategies that result in effective and efficient audits.
- **Timeliness.** Deadlines are not just "dates" to us, they are professional commitments. All required deadlines will be met.
- **Open communication.** Open lines of communication with all parties (the engagement team members and City Management and staff) throughout the audit process helps to eliminate "surprises." Proper planning and proper use of experienced engagement personnel tend to provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.
- **Availability.** All engagement team members are available throughout the year for any questions or additional consultation.
- **Cost effectiveness.** Our customized audit approach and procedures and our experienced auditors help to reduce your overall audit costs.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

As indicated in the next section of the proposal, the overall objective of the engagement with the City is to conduct an audit of the financial statements in accordance with required auditing standards and the expression of an opinion on those financial statements. Beyond that initial objective, we believe that our engagement approach provides certain other value added characteristics, at no additional cost, that will benefit the City over the long-term:

- All of our audits are designed to be performed in an efficient and effective way to minimize disruption to the office operations.
- We offer practical observations and recommendations relating to internal control issues, implementation of accounting standards and the policies and procedures regarding both.
- We identify opportunities for operating efficiencies which can be used to decrease operating costs of the City.

Audit approach and proposed audit segmentation

The following is a summary of the audit team's audit approach for the City's engagement. The audit will be divided into the following segments:

Segment 1 - Interim testing - planning, pre-audit administration and internal control testing

During this phase of the audit, our principal objectives will be to gather information about the City and its environment, including internal control over financial reporting.

In order to achieve the desired objectives of this phase of the audit, we will:

- Meet with the City's staff in order to determine convenient dates in which we can begin our audit, and to discuss the assistance to be provided by the City's staff.
- Hold brainstorming sessions with engagement team members to discuss the susceptibility of the City's financial statements to material misstatement and fraud.
- Review and evaluate the City's accounting and reporting processes by reviewing the prior year's audit workpapers, any City-prepared documents such as budgets, in-house financial reports, policies and procedures manuals, minutes of board meetings, etc., and by using various analytical procedures. Analytical procedures will enhance our understanding of the City and will help us identify areas that may need further assessment and additional testing.
- Review and retain copies of any pertinent local, state and federal statutes, regulations, or charters that apply to the City.
- Evaluate the design of controls that are relevant to the audit by obtaining a thorough understanding of the City's internal controls over financial reporting and compliance by documenting key internal control components, utilizing questionnaires, walkthroughs, inquiring of the City's personnel, and observing and reviewing key supporting documentation (a more thorough explanation of this process is discussed later in the technical proposal).
- Test controls, if control risk is assessed below the maximum, by selecting a sample of transactions within the audit area being tested and reviewing supporting documentation, and evaluating the completeness of the documentation tested, as well as the adequacy of support and approvals as they appear on the support.
- Document and review with management, any findings noted during the testing of internal controls and provide a preliminary management letter that will include our recommendations for improving any weaknesses in operations. The letter will also include suggestions for improving the efficiency of the City's operations.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Audit approach and proposed audit segmentation

In addition, we will perform the following procedures related to IT General Controls that “touch” financial data:

- *Security access (including physical) controls:* evaluate the general system security settings and password parameters; evaluate the process for adding, deleting and changing security access; and evaluate the access capabilities of various types of users; evaluate access controls to networks and financial applications; evaluate access controls related to data files; and evaluate physical access to networks, servers, etc.
- *Computer operations:* Evaluate backup and recovery processes; and review processes of identifying and handling operational problems.
- *System development and system changes:* Evaluate processes related to system development and system changes (if applicable).
- *Application testing:* We will determine if the testing of application controls is deemed necessary based on our professional judgment in the planning stages of the engagement. If deemed appropriate, application control testing might consist of the following:
 - Interview key personnel, inquire of testing processes (quality assurance and end user testing) for application changes, review the chain of relevant documents (end user acceptance report);
 - Observe attempts to input incorrect data, determine who can override controls;
 - If table driven, determine who can change edits and tolerance levels;
 - Conduct tests based on user access rights;
 - Test access privileges for each sensitive function or transaction;
 - Review access rights that set and amend configurable approval and authorization limits;
 - Observe transmission reports and error reports;
 - Observe validity and completeness parameters and settings;
 - Review access to set and amend configurable parameters on file transfers; and
 - Review process for validation and test operation.

This phase of the engagement for the audit will be performed by the audit senior and two to three staff accountants with direct supervision by the audit manager and partner.

Segment 2 - Year-end testing - substantive testing

During this phase of the audit, our principal objectives will be to assess the risk of material misstatement at the financial statement level and specific assertions, design overall responses to assessed risks and further audit procedures, perform substantive tests, as needed, and complete the audit and evaluate audit findings, if applicable.

In order to achieve the desired objectives of this phase of the audit, we will:

- Determine whether our testing supports the assessed level of risk initially assigned at the financial statement level and at the assertion level.
- Identify significant risks.
- Develop a detailed audit plan.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

- Design substantive tests of account balances, designed and modified specifically for the District's operations and assessed level of risk. Substantive procedures could, depending on our risk assessment, consist of the following (the list below is not all inclusive):
 - Confirmation of cash and investment balances, testing of cash and investment reconciliations, fair value level, etc. and testing for compliance with the City's investment policy
 - Testing of interest income allocations to the various funds
 - Analytical review and subsequent receipt testing of significant receivables
 - Evaluate if receivables are valued properly and perform tests of balances in conjunction with the testing of revenues
 - Testing of significant inventory and other asset accounts
 - Testing of additions and deletions to capital assets, including CIP accounts
 - Perform a search for unrecorded liabilities
 - Testing of significant liability and accrued liability accounts
 - Evaluate the support for compensated absences
 - Review the valuation of claims and judgments
 - Testing of long-term debt balances and debt covenants (including pension and OPEB)
 - Analytical review of interest expense
 - Testing of net position/fund balance classifications
 - Testing of revenues through either analytical procedures and/or detailed testing
 - Testing of expenses through either analytical procedures and/or detailed testing
 - Payroll testing for compliance with approved salary schedules
 - Review the minutes of the board meetings
 - Review significant contracts, debt issuances, leases and other agreements
 - Review of subsequent events after year end (through the completion of our audit)
 - Testing for significant commitments to be disclosed in the financial statements
 - Confirm with legal counsel any significant legal matters affecting the City

This phase of the engagement for the audit will be performed by the senior accountant and two to three staff accountants with direct supervision by the audit manager and partner.

Segment 3 - Reporting - report preparation/audit conclusion (workpaper review)

During this phase of the audit, our principal objectives will be to evaluate whether the financial statements, taken as a whole, are free from material misstatement and form an opinion(s) and issue our report.

In order to achieve the desired objectives of this phase of the audit, we will:

- Determine whether, based on our substantive testing and other procedures, the financial statements, taken as a whole, are free of material misstatement. This will provide the basis for our opinion(s).
- Review all audit workpapers to ensure that the audit was performed in accordance with the required standards (GAAS, GAGAS, etc.).
- Prepare drafts of all required reports by the agreed-upon dates.
- Conduct an independent review of the financial statement draft by the engagement's quality control partner.
- Issue all reports by the agreed-upon dates.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

This phase of the engagement will be performed by the audit senior and one staff accountant with direct supervision by the audit manager and partner. In addition, the engagement's quality control partner will perform a detailed quality control review of the financial statements.

The above procedures are a general list of procedures to be performed. After our initial review of the City and our detailed risk assessment, we will customize the engagement and gear it towards the needs of the City and the audit itself. In doing so, we will determine which procedures to perform relative to our risk assessment. All of our audits are customized to each entity, helping to ensure a complete, effective, and efficient audit. The foundation of the above approach is based on open communication coupled with a strong knowledge of the City's operations and detailed planning at the initial stages of the audit.

Our firm is dedicated to performing a timely audit engagement. Prior to the start of the audit, we will meet with City staff and decide on adequate timeframes, agreed upon by both the City and us, for the performance of the audit and the release of the financial statements. *We will dedicate the necessary resources to meet any agree upon time frames.*

Level of staff and approximate number of hours assigned to each segment:

<u>Segment</u>	<u>Partner</u>	<u>Manager</u>	<u>Senior</u>	<u>Staff</u>	<u>Total</u>
Segment 1	4	6	63	45	118
Segment 2	9	10	105	75	199
Segment 3	4	4	42	30	80
Totals	<u>17</u>	<u>20</u>	<u>210</u>	<u>150</u>	<u>397</u>

Sample sizes

Our sample sizes will be determined in accordance with the AICPA's *Audit and Accounting Guide, Audit Sampling*, and will be selected using professional judgment as permitted by Statement on Auditing Standards. Our methods are designed to provide the most audit coverage without expending excess time. Our sample sizes will depend upon our preliminary assessment of control risk, our planned substantive testing and analytical procedures as well as our professional judgement.

We utilize our Computer Aided Audit Tools (CAAT) software, Teammate Analytics, to draw our audit samples. The software allows us to generate random samples, systematic samples, stratified samples, attributes samples as well as monetary unit samples (also called probability-proportional-to-size or dollar unit sampling).

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Audit technology

Using our powerful audit software (Engagement and Teammate Analytics), all audit team members are linked to each other using a local router which enables them to share information at an almost real-time speed. Below are benefits of our audit software:

- ***We utilize Teammate Analytics, a suite of more than 150 dynamic Computer Aided Audit Tools (CAATs). Using data received directly from the Department, we can perform the following: search for duplicate checks, detect transactions occurring on holidays/weekends or during unusual hours, perform Benford's Law analysis, and identify instances when a vendor has issued multiple invoices with sequential references along with many other tests. The software empowers our audit teams with the ability to perform powerful, meaningful data analysis which will build upon our other value added services.***
- We can create our own analytical schedules allowing for easy analysis of current balances to prior year balance, current vs budget balance, thus reducing significant Department staff time.
- Once your trial balances and financial statements are entered into our software, we are able to observe your statements in the field allowing us to notice any variances and address them at your office.
- We link the financial statement schedules directly to our audit software trial balances, and as a result, we can provide the Department with fund financial statements almost immediately after importing the trial balances.
- We can provide the Department with our audited trial balances which show the coding of the financial statement schedules for ease of review for Department staff. These reports show each account coded to a specific financial statement line item as well as journal entries posted during the audit.

Analytical procedures

In order to properly utilize analytical procedures, industry background and knowledge are needed. With our firm's long history and qualified staff, we believe we have the necessary knowledge and experience to effectively apply analytical procedures. We will utilize analytical review procedures throughout our audit of the City. During the *interim* phase of our audit, we will compare current and prior year unadjusted balances to determine areas that may need additional analysis; we will also compare current year actual amounts to the City's annual budget. During the *final* phase of our audit, we will perform procedures similar to those mentioned above, as well as compare certain financial ratios for current and prior years. We will also conduct certain "reasonableness" tests. Any significant variances are investigated further through inquiry and other substantive testing as deemed necessary until resolved to our satisfaction. Finally, after we have completed our fieldwork, we will compare current and prior year audited balances, keeping in mind expected relationships obtained from our knowledge of the City and various other entities. In addition, we may choose to use various other analytical techniques such as trend analysis, etc.

Unlike many other firms, we use analytical procedures to supplement our substantive testing, not supplant them.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Understanding of internal control over financial reporting

Our approach to obtaining an understanding of the City's internal control over financial reporting will be performed in accordance with professional standards as promulgated by the American Institute of Certified Public Accountants -- our understanding will include the *Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring*. We will use customized procedures which we have developed internally to evaluate your internal control systems. By combining our customized procedures and our detailed knowledge of the City and its environment, we will be able to provide constructive feedback in areas we feel need improvement. In addition to our customized procedures, we will also perform the following:

Control Environment. Through inquiry of the City's personnel, prompted by questionnaires, personal knowledge, and review of the minutes of the City's board meetings, we will obtain an understanding of management's and the City Council's attitudes, awareness and actions concerning the control environment, focusing on the substance of the controls rather than their form.

Risk Assessment. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the City's risk assessment process to understand how management considers risks relevant to financial reporting objectives and decides upon actions to address those risks. This will include understanding how management identifies risks, estimates the significance of these risks, assesses the likelihood of their occurrence, and relates them to financial reporting.

Control Activities. Certain control procedures will be documented during our analysis of the control environment and the accounting system. However, many specific control procedures will still need to be documented that will focus primarily on the City's major transaction cycles. As mentioned above, we will test the City's control procedures on which we intend to rely on for safeguarding assets from unauthorized use or disposition and detecting/preventing unauthorized transactions. Any flow charts, organizational charts and any other manuals, programs, and financial and management information systems will be analyzed during this process.

Information and Communication. Through inquiry of the City's personnel, we will identify the major types of transactions engaged in by the City. We will become familiar with the treatment of those transactions, including how the transactions are initiated, the related accounting records, and the manner of processing the transactions. Finally, we will obtain an understanding of the City's financial reporting process used to prepare financial reports, including the approaches used in making accounting estimates and disclosures.

Monitoring. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the major types of activities the City uses to monitor internal control over financial reporting. We will also determine how those activities are used to initiate corrective actions.

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Approach in determining applicable laws and regulations

We understand the importance of laws and regulations in planning an audit of a local government or not-for-profit entity and design all of our audits to ensure we test transactions for compliance. As part of our audit process, our audit team will obtain an understanding of the laws and regulations that will have a direct and material effect on the City's financial statements. In determining which laws and regulations are applicable to the City's financial statement audit, we will consult the following sources:

- AICPA Audit and Accounting Guide, *Audits of State and Local Governments*
- California Government Code (investments, GANN limit requirements, etc.)
- U.S. Government Accountability Office's *Government Auditing Standards* (The Yellow Book), 2011 Revision (for the 2021 audit we will follow the 2018 Revision)
- Applicable contracts/grants of the City
- *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB Uniform Guidance)

After consulting the applicable sources, we will design our audit to provide reasonable assurance of detecting material instances of noncompliance while continuing to refer back to the applicable compliance guideline to ensure changes in compliance are not missed.

Approach in drawing samples for compliance testing

Our approach to be taken in drawing audit samples for purposes of tests of compliance will depend on the number of transactions, the amounts of financial assistance provided (as applicable), and the City's internal controls over the respective programs. Our audits are designed to ensure we will select samples that will provide sufficient evidence of the City's compliance with the laws and regulations that will have a material effect on compliance with laws and regulations.

As previously mentioned, we utilize our CAAT software, *Teammate Analytics*, to draw our audit samples. The software allows us to pull random samples, systematic samples, stratified samples as well as monetary unit samples (also called probability-proportional-to-size or dollar unit sampling).

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Proposed audit timing

Below is the *proposed* timing of the audit. The table will be adjusted to meet the current needs of the City on an as needed basis.

<u>Audit segments</u>	<u>Proposed timing</u>
Auditor Transition Schedule to meet with your prior auditor to review their working papers.	May 2020
Segment 1 - Planning, pre-audit administration and internal control testing Entrance Conference to meet with management for pre-audit planning.	May 2020
Obtain an understanding of systems, internal controls, and current-year issues. Perform interim audit fieldwork and tests of internal controls.	May 2020
Detailed audit plan - provide management with a detailed listing of items needed to perform the audit, including the timing of when items are needed.	July 2020
Segment 2 - Substantive testing Send confirmations of cash, investment, and other accounts as deemed necessary.	July 2020
Perform substantive audit fieldwork.	October 2020
Preliminary fund balance figures.	October 2020
Segment 3 - Report preparation/audit conclusion (workpaper review) We will have draft financial statements, reports, and recommendations to management.	November 2020
Financial Statements and Single Audit Reports complete.	November 2020

CITY OF LAWNSDALE

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Identification of anticipated potential audit problems

One potential problem could be the implementation of any future Governmental Accounting Standards Board Statements. Our approach to resolving this issue would be during our interim audit procedures to make sure the City has received the appropriate guidance to ensure a smooth implementation.

Below is a summary of the most significant recent pronouncements:

GASB Statement No. 83 - Certain Asset Retirement Obligation: This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities, related to its tangible capital assets should recognize a liability based on the guidance in this Statement. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018.

GASB Statement No. 84 - Fiduciary Activities: The Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018.

GASB Statement No. 87 - Leases: This Statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019.

GASB Statement No. 88 - Certain Disclosures Related to Debt: The primary objective of this Statement is to improve the information that is disclosed in notes to government financial statements related to debt, included direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018.

GASB Statement No. 89 - Accounting for Interest Cost Incurred before the End of a Construction Period: This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019.

GASB Statement No. 90 - Majority Equity Interests: The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018.

GOVERNMENT CLIENTS SERVED

<u>Government Client</u>	<u>Years Served</u>	<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
City of El Cajon	06/30/07 to 06/30/18	Yes	Yes	Yes
City of Fillmore	06/30/08 to 06/30/18	Yes	Yes	Yes
City of Exeter	06/30/17 to 06/30/18			
City of Woodlake	06/30/17 to 06/30/18			
Town of Yucca Valley	06/30/08 to 06/30/18	Yes	Yes	Yes
City of San Juan Capistrano	06/30/11 to 06/30/15	Yes	Yes	Yes
City of La Verne	06/30/11 to 06/30/18	Yes	Yes	Yes
City of San Jacinto	06/30/11 to 06/30/18		Yes	Yes
City of Twentynine Palms	06/30/11 to 06/30/18	Yes	Yes	Yes
City of Chino	06/30/11 to 06/30/16	Yes	Yes	Yes
City of La Mesa	06/30/11 to 06/30/18		Yes	Yes
City of Rosemead	06/30/11 to 06/30/17	Yes	Yes	Yes
City of Moorpark	06/30/12 to 06/30/17	Yes	Yes	Yes
City of Mission Viejo	06/30/12 to 06/30/15	Yes	Yes	Yes
City of Menifee	06/30/14 to 06/30/18	Yes		
City of San Marcos	06/30/14 to 06/30/18	Yes	Yes	Yes
City of Capitola	06/30/12 to 06/30/17	Yes	Yes	Yes
City of Redondo Beach	06/30/12 to 06/30/16	Yes	Yes	Yes
City of Loma Linda	06/30/13 to 06/30/18	Yes	Yes	Yes
City of Poway	06/30/14 to 06/30/18	Yes	Yes	Yes
City of Sierra Madre	06/30/12 to 06/30/18	Yes	Yes	Yes
Successor Agency to the County of SB	06/30/14 to 06/30/18			
-City of Hawthorne	06/30/16 to 06/30/18	Yes	Yes	Yes
City of West Covina	06/30/16 to 06/30/18	Yes	Yes	Yes
City of Aliso Viejo	06/30/16 to 06/30/18	Yes	No	No
City of Claremont	06/30/16 to 06/30/18	Yes	Yes	Yes
City of Thousand Oaks	06/30/18	Yes	Yes	Yes
City of South Pasadena	06/30/18		Yes	Yes
City of Rolling Hills Estate	06/30/19	Yes	No	No
Crestline Village Water District	04/30/96 to 04/30/18			
Crestline-Lake Arrowhead Water	06/30/98 to 06/30/18			
San Bernardino Valley Muni Water District	06/30/04 to 06/30/18			
Elsinore Valley Municipal Water District	06/30/15 to 06/30/18	Yes		
Ventura Regional Sanitation District	06/30/07 to 06/30/18	Yes		
Saticoy Sanitary District	06/30/07 to 06/30/18			
Helendale Community Services District	06/30/10 to 06/30/18			
Pine Cove Water District	06/30/10 to 06/30/18			
Western Municipal Water District	06/30/11 to 06/30/16	Yes		
WRCRWA	06/30/11 to 06/30/16			
Vista Irrigation District	06/30/11 to 06/30/16	Yes		
Idyllwild Water District	06/30/11 to 06/30/18			
Vallecitos Water District	06/30/15 to 06/30/18	Yes		
29 Palms Water District	06/30/12 to 06/30/15			
Big Bear Area Regional Wastewater	06/30/12 to 06/30/18	Yes		
Beaumont Basin Watermaster	06/30/13 to 06/30/18			

GOVERNMENT CLIENTS SERVED (continued)

<u>Government Client</u>	<u>Years Served</u>	<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
Mojave Water Agency	6/30/2018			
Costa Mesa Sanitary District	06/30/15 to 06/30/17	Yes		
Beaumont Cherry Valley Water District	12/31/17	Yes		
United Water Conservation Agency	06/30/15 to 06/30/18	Yes		
Inland Empire Resource Cons. District	06/30/04 to 06/30/16			
Rosamond Community Services District	06/30/15 to 06/30/18			
Rossmoor Community Services District	06/30/05 to 06/30/18			
Rim of the World Park & Rec. District	06/30/06 to 06/30/18			
Ventura County Regional Energy	06/30/07 to 06/30/18			
Heartlands Communications Fac Auth	06/30/07 to 06/30/18			
Heartlands Fire Training Authority	06/30/07 to 06/30/18			
Consolidated Fire Agencies	06/30/14 to 06/30/18			
Riverside County Habitat Con. Agency	06/30/15 to 06/30/18			
Santa Ana Watershed Association	12/31/09 to 12/31/18			
SB Fire Training Authority	06/30/10 to 06/30/15			
Capistrano Bay Community Services District	06/30/13 to 06/30/18			
Ventura County Public Fin Authority	06/30/12 to 06/30/18			
Nipomo Community Services District	06/30/16 to 06/30/18	Yes		
SBIAA	06/30/17 to 06/30/18			
West Valley San Bernardino Water District	06/30/17 to 06/30/18			
WRCOG	06/30/17 to 06/30/18	Yes		
San Diego Workforce Partnership	06/30/16 to 06/30/18			
Rubidoux Community Services District	06/30/16 to 06/30/18			
CSUSB - Student Union	06/30/05 to 06/30/18			
CSUSB - Associated Students Inc.	06/30/10 to 06/30/18			
CSUSB - Philanthropic Foundation	06/30/11 to 06/30/18			
CSUSB - University Enterprise Corp.	06/30/11 to 06/30/18			
Running Springs Water District	Accounting support			
Phelan Pinon Hills Community Services District	Accounting support			



14717 BURIN AVENUE - LAWDALE, CALIFORNIA 90260 – (310) 973-3200 – FAX (310) 644-4556

PROPOSAL FORM

The City of Lawndale is soliciting proposals for professional auditing services as outlined in the *Request for Proposal* dated August 20, 2019. Audit services will begin with the fiscal year ending June 30, 2020. To be considered, five copies of your proposal must be received at the below address prior to **5:00 PM** on **Wednesday, October 9, 2019**. All proposals must include this form completed and submitted by the deadline. Late submissions will be not be accepted. Postmarks will not be accepted as meeting the submittal deadline.

City of Lawndale
Finance Department
Attention: Marla L Pendleton, CPA
14717 Burin Avenue
Lawndale, California 90260

1. Name of Firm/ Contact Person: Rogers, Anderson, Malody & Scott, LLP/Terry Shea, CPA, Partner
2. Cost Per Audit/ Total Cost by Year

Year	Audit Period	CAFR	Single Audit	TOT Audit	Total
1	7/1/19 – 6/30/20	\$38,000	\$3,500*	\$2,500	\$44,000
2	7/1/20 – 6/30/21	\$38,000	\$3,500*	\$2,500	\$44,000
3	7/1/21 – 6/30/22	\$40,000	\$3,500*	\$2,700	\$46,200
4	7/1/22 – 6/30/23	\$40,000	\$3,500*	\$2,700	\$46,200
5	7/1/23 – 6/30/24	\$40,000	\$3,500*	\$2,700	\$46,200

3. List of Three References From Like-Cities:

	Business Name/ Address	Contact Name/ Title	Phone Number
1	City of Thousand Oaks	Ms. Elisa Magana, Accounting Manager	(805) 449-2216
2	City of El Cajon	Ms. Victoria Danganan, Financial Operations Manager	(619) 441-1720
3	City of Hawthorne	Ms. Felice Lopez, Finance Director	(310) 349-2923

*Single Audit Fee is for one Major Program, each additional Major Program will be \$2,500.

City of Lawndale
Proposal Form
Page Two

4. Name of official authorized to bind firm to terms of submittal: Terry Shea, CPA, Partner/Scott Manno, CPA, Partner _____
5. Original signature of authorized official:  _____
6. Date submittal executed by firm: November 8, 2019



CITY OF LAWNDALE

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

DATE: December 2, 2019

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager *RF*

PREPARED BY: Matthew Ceballos, Assistant City Clerk *MC*

SUBJECT: Los Angeles County West Vector and Vector-Borne Disease Control District Trustee Appointment

BACKGROUND

Since 1944, the Los Angeles County West Vector and Vector-Borne Disease Control District has conducted programs for the surveillance, prevention, abatement and control of mosquitoes and other vectors which carry diseases such as St. Louis encephalitis, West Nile virus, Lyme disease and Dengue hemorrhagic fever. Lawndale is part of the district, along with unincorporated areas in Los Angeles County, a portion of Los Angeles city, and 22 other cities. The district is governed by a board of trustees. Each of the cities and the county that comprise the district is entitled to have one trustee represent its specific interests. The term of Lawndale's last appointed trustee will end on December 31, 2019.

STAFF REVIEW

To qualify for appointment as a trustee, a person must be a resident and an elector of the city. Only one trustee can be appointed – California Mosquito Abatement and Vector Control District law does not provide for alternate representatives.

The most recently appointed trustee was Councilmember James H. Osborne. Because he has already served previous terms as a trustee, regulations allow for additional terms to last either two years or four years. Once appointed, a trustee cannot be removed from office by the City Council. The appointee will serve until the term expires unless he/she resigns or cannot physically continue to serve. According to district staff, cities customarily choose to re-appoint a trustee for two two-year terms.

Once appointed, the trustee will attend six regular board meetings each year – on the second Thursday of odd-numbered months in Culver City. He/she will receive a \$100 stipend for each meeting attended. The trustee will be required to file an annual Statement of Economic Interest (FPPC Form 700) with the district while in office. A newly appointed trustee will also be required to file an assuming office Form 700 within 30 days of attending his/her first meeting.

In addition, California Code of Regulations Section 18702.5 requires the City to identify on its website the appointed position, the salary or stipend, the name of the trustee, and the term of the position.

We recommend that Mayor Pullen-Miles make an appointment to the LA County West Vector Control District board of trustees. If Councilmember Osborne is reappointed, he may serve a term of either two years or four years. If a new trustee is appointed, the term must be two years. Resolution No. CC-1912-058 is presented in draft form and, if it is revised to fill in the appointee's name and term of office and approved by the City Council, it will memorialize the appointment.

LEGAL REVIEW

City Attorney Tiffany Israel reviewed the resolution and approves it as to form.

FUNDING

None.

RECOMMENDATION

Staff recommends that the Mayor appoint a trustee to the LA County West Vector Control District, that the City Council confirm the appointment by directing staff to amend Section 1 of Resolution No. CC-1912-058 by inserting the name of the appointee and completing the expiration date, and that the City Council adopt the resolution as amended.

Attachments: Resolution No. CC-1912-058

RESOLUTION NO. CC-1912-058

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
CONFIRMING THE APPOINTMENT OF A TRUSTEE TO
THE LOS ANGELES COUNTY WEST
VECTOR & VECTOR-BORNE DISEASE CONTROL DISTRICT**

WHEREAS, pursuant to California Mosquito Abatement and Vector Control District Law, special districts may be formed to protect the public health, safety and welfare from vectors which spread diseases such as St. Louis encephalitis, West Nile virus, Lyme disease, and Dengue hemorrhagic fever; and

WHEREAS, the Los Angeles County West Vector & Vector-Borne Disease Control District (“District”) was formed in 1944 to conduct programs for the surveillance, prevention, abatement and control of mosquitoes and other vectors; and

WHEREAS, the District includes unincorporated territory of the County of Los Angeles, the westerly portion of the City of Los Angeles, and 22 cities, including Lawnsdale; and

WHEREAS, the District is governed by a Board of Trustees comprised of one representative from each city and county within its boundaries; and

WHEREAS, each trustee must be a resident and an elector of the city from which he/she is appointed; and

WHEREAS, on February 1, 2016, the Mayor appointed and City Council confirmed James H. Osborne to serve as trustee to the District for a term to terminate on December 31, 2019.

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

SECTION 1. The Mayor, with the approval of the City Council, does hereby appoint _____ to serve as trustee to the Los Angeles County West Vector & Vector-Borne Disease Control District for a term to commence January 1, 2020 and to terminate on *December 31, 2021 or December 31, 2023*.

SECTION 2. The City Clerk is directed to update FPPC Form 806 posted on the city’s website to reflect this appointment.

PASSED, APPROVED AND ADOPTED this 2nd day of December, 2019.

Robert Pullen-Miles, Mayor



CITY OF LAWNDALE

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www.lawndalecity.org

DATE: December 2, 2019
TO: Honorable Mayor and City Council
FROM: Raylette Felton, Acting City Manager *RF*
PREPARED BY: Matthew Ceballos, Assistant City Clerk *MC*
SUBJECT: Annual Reorganization of the City Council

BACKGROUND

Since 1982, Lawndale has had a Mayor who is directly elected by the voters and a Mayor Pro Tem who is selected by the City Council. It is the City Council's policy that the office of Mayor Pro Tem be rotated insofar as possible among the members of the City Council and that the Mayor Pro Tem shall serve a term of one year or until a successor is appointed. (LMC Sec. 2.04.080). On December 17, 2018, the City Council nominated and approved Councilmember Osborne as Mayor Pro Tem, for a year term to begin on January 1, 2019 and set to expire on December 31, 2019.

STAFF REVIEW

Rotation: As stated above, it is the City Council's policy to appoint members in rotation. Therefore, council should be mindful of the recent history of office holders, which is as follows:

2011-12 James H. Osborne	2015-16 Larry Rudolph
2012-13 Larry Rudolph	2016-17 Pat Kearney
2013-14 Pat Kearney	2017-2018 Daniel Reid
2014-15 James H. Osborne	2019 James H. Osborne

It is also notable that the Council Meeting Procedures specify where each Councilmember sits on the dais and the seating arrangement is based on the selection of the Mayor Pro Tem each year. The arrangement suggests that the Councilmember seated on the Mayor's left hand side is next in line to be Mayor Pro Tem.

Term: The municipal code establishes a term of one year for the office of Mayor Pro Tem; however, Lawndale has changed its election date to November of even-numbered years beginning in 2018. Since the results of the 2018 general election have been declared, the Mayor Pro Tem will now be selected at a meeting in December and would serve a term of one year. We recommend that the City Council select one of its members to serve as Mayor Pro Tem beginning on January 1, 2020, and ending on December 31, 2020.

Selection Procedure: The selection of Lawndale's Mayor Pro Tem begins with the Mayor calling for nominations from the floor. Nominations do not require a second. If Councilmembers nominate more than one person, Council should then vote on each nominee individually and in the order nominated. Each Councilmember may vote for only one nominee.

FUNDING

None.

RECOMMENDATION

Staff recommends that the City Council appoint one of its members to serve as Mayor Pro Tem for a term beginning on January 1, 2020 and ending on December 31, 2020.



CITY OF LAWDALE

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

DATE: December 2, 2019
TO: Honorable Mayor and City Council
FROM: Raylette Felton, Acting City Manager *RF*
SUBJECT: Possible Cancellation of the December 16, 2019 City Council Meeting

BACKGROUND

The Christmas Eve and Christmas Day Holiday will be observed on Tuesday, December 24th and Wednesday, December 25th. As such, the City Council may wish to cancel the December 16th City Council meeting.

STAFF REVIEW

A review of the upcoming agenda items by the department heads found no pressing agenda items for the December 16, 2019, meeting. As such, cancelling the December 16th City Council meeting will not present any impacts to the operations or business of the City.

LEGAL REVIEW

N/A.

FUNDING

N/A.

RECOMMENDATION

It is recommended that the City Council discuss the cancellation of the December 16, 2019 City Council meeting and provide director to staff.



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PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: December 2, 2019

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *mc*

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

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



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DATE: December 2, 2019

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *MRC*

SUBJECT: Conference with Legal Counsel – Anticipated Litigation (Metropolitan Transportation Authority (Metro) relating to the I-405 Improvement Project)

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