



# CITY OF LAWNDALE

14717 Burin Avenue, Lawndale, California 90260  
Phone (310) 973-3200 – [www.lawndalecity.org](http://www.lawndalecity.org)

## AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, February 1, 2021 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

### How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting on [YouTube “Lawndale CityTV”](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

### How to submit Public Comment:

Members of the public may provide public comment by sending comments to the Clerk by email at [cityclerk@lawndalecity.org](mailto:cityclerk@lawndalecity.org). Please submit your written comments as early as possible, preferably prior to the start of the meeting or if you are unable to email, please call the City Clerk's Office at (310) 973-3213 by 5:30 p.m. on the date of the meeting. Email comments must identify the Agenda Item Number in the subject line of the email. The public comment period will close once the public comment time for the agenda item has concluded. The comments will be entered into the record and provided to the Council. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. Please see the [Temporary eComment Policy for Public Meetings](#).

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

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

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute)
- C. **PRESENTATIONS**
  - 1. **Retirement – Thomas M. Strickfaden II, Cable Television Supervisor**
  - 2. **Retirement – Chandra Phipps, Accounting Specialist**
- D. **PUBLIC SAFETY REPORT**
- E. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- F. **COMMENTS FROM COUNCIL**

**G. CONSENT CALENDAR**

Items 3 through 4, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

**3. Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2102-004, authorizing the payment of certain claims and demands in the amount of \$679,895.22.

**4. Minutes of the Lawndale City Council Regular Meeting – January 19, 2021**

Recommendation: that the City Council approve.

**H. ADMINISTRATION**

**5. Award Contract for Solid Waste Consulting Services**

Recommendation: that the City Council (a) award the contract for the Solid Waste Consulting Services to HF&H Consultants, LLC in the amount of \$293,097 for the 29 month service period from February 1, 2021 through June 30, 2023; (b) authorize an increase in AB939 contract services appropriations for Fiscal Year 2020-21 in the amount of \$44,289.

**6. Approval of City Attorney Services Agreement**

Recommendation: that the City Council (a) approve the Legal Services Agreement with Burke, Williams & Sorensen, LLP for providing City Attorney services; (b) appoint Gregory M. Murphy as the new City Attorney.

**I. CITY MANAGER'S REPORT**

**J. ITEMS FROM CITY COUNCILMEMBERS**

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

**K. CLOSED SESSION**

**8. Public Employee Performance Evaluation**

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

**L. ADJOURNMENT**

City Hall will be closed for the President's Day holiday on the next regular meeting date. Therefore, the next meeting of the City Council will be held at 6:30 p.m. on TUESDAY, February 16, 2021 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 February 1, 2021 was posted not less than 72 hours prior to the meeting.

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Matthew Ceballos, Assistant City Clerk

*Presented to*

**Thomas M. Strickfaden II**

Administrative Services Department  
Cable Television

*On the Occasion of Your Retirement*

**32 Years of Service**

October 10, 1988 to December 31, 2020



We Thank You for Your 32 Years  
of Dedication and Service to the  
City

**Presented by the Lawndale City Council**

City Council Presentation  
Monday, February 1, 2021

## ***Thomas “Tom” Strickfaden II***

Administrative Services Department/ Cable Television Division

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Tom began working for the City in October 1988 as a part-time Cable TV Production Assistant. At the time, Tom had just completed his Bachelor's degree in Communications Broadcast Journalism/ Business Administration from California State University, Dominguez Hills and was interested in the City's production of high school sports. Tom's passion for public access television continued to grow. When the then Cable Television Supervisor left, Tom was promoted to full-time Cable Television Supervisor.

During Tom's tenure with the City, he has played an integral part in building the City's Cable Television to its star award status. Tom has been responsible for all of the video production and programming for the Lawndale CityTV and Lawndale Community Television.

Over the last 32 years, Tom has been responsible for the production of City Council meetings, high school sports, local events and public service announcements. Tom has trained, developed and mentored over 40 division staff members who have moved on to having very successful careers in various areas of television production and filming.

Tom's professionalism, technical expertise and dedication to the community is inspirational. We are so pleased to have had the pleasure of working with Tom. His accomplishments and contributions to the City are beyond acclaim.

**On behalf of the Lawndale City Council we are pleased to recognize you for your 32 years of service to the City and your retirement.**

*Presented to*  
**Chandra Phipps**  
Finance Department

*On the Occasion of Your Retirement*

**24 Years of Service**  
December 9, 1996 to December 30, 2020



We Thank You for Your 24 Years  
of Dedication and Service to the City

**Presented by the Lawndale City Council**

City Council Presentation  
Monday, February 1, 2021

## ***Chandra P. Phipps***

Finance Department

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Chandra began working for the City in December 1996 as an Office Assistant in the City Manager's Office. During this assignment, Chandra provided customer service and confidential office support. Chandra resigned from her position in January 1998, but returned to her position in April 1998.

In August 1999, Chandra was placed in an acting assignment as Accounting Technician and later applied and was promoted to the position of Business License Technician with the Finance Department in December 1999.

During Chandra's tenure with the City, she has provided training to users on accounts payable, accounts receivable, business licensing, and cashiering, while also attending school to obtain certificates and an Associate degree in Liberal Arts. Most recently, Chandra was instrumental in the implementation team for the City's first online collection system involving business licensing.

Chandra is always eager to assist customers and remain composed. This fact can be verified by the commendations and accolades from residents regarding her excellent customer service and her polite, professional and positive demeanor.

Chandra's integrity and dutiful desire to do great work for the City, while serving residents and the City alike is why Chandra remains to be a valuable employee.

On behalf of the Lawndale City Council we are pleased to present you with this City Plaque and Service Pin recognizing your retirement and 24 years of service to the City.

**RESOLUTION NO. CC-2102-004**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$679,895.22**

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

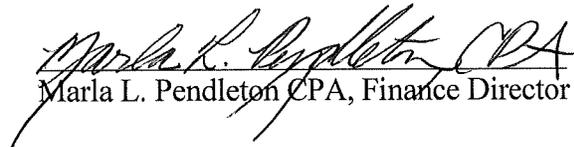
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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 200750 through 200814 for the aggregate total of \$679,895.22 are hereby authorized.

Effective Date: February 1<sup>st</sup>, 2021

Certified by:

  
Marla L. Pendleton CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 1<sup>st</sup> day of February, 2021.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2102-004 at a regular meeting of said Council held on the 1<sup>st</sup> day of February, 2021, by the following roll call vote:

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

\_\_\_\_\_  
Erica Harbison, City Clerk

**City of Lawndale**  
**Summary of Audited Claims and Demands**

**Claims and Demands Paid By Check:**

Check Date	Beginning	Check Number	Ending	Aggregate Total
1/14/2021	200750	200787	200787	598,479.45
1/21/2021	200788	200814	200814	81,415.77
<b>Total Checks</b>				<b>679,895.22</b>

**Claims and Demands Paid By Electronic ACH Transfer:**

Date	Name of Payee	Description	Amount
<b>Total ACH Payments</b>			<b>0.00</b>
<b>Total Audited Claims and Demands Paid</b>			<b>679,895.22</b>

Check Register Report

Date: 01/14/2021  
 Time: 2:23 pm  
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
200750	01/14/2021	Printed		0115	AT & T	LONG DISTANCE SERVICES	14.99
200751	01/14/2021	Printed		7194	BAVCO BACKFLOW & APPARATUS	BACKFLOW VALVE INSPECTIONS	185.00
200752	01/14/2021	Printed		0613	BERICOM IT & DESIGN	INFORMATION AND TECH SERVICES	11,902.00
200753	01/14/2021	Printed		7737	ANGELA CORDOVA	REFUND FEES-2020	25.00
200754	01/14/2021	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINT NOV 20	4,136.41
200755	01/14/2021	Printed		7738	TAMMY DUONG	PLANNING DEPOSIT REFUND	30.77
200756	01/14/2021	Printed		7739	ERIC FISHKIN	PLANNING DEPOSIT REFUND	643.32
200757	01/14/2021	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	204.76
200758	01/14/2021	Printed		0255	GOVERNMENT FINANCE OFFICERS	CERTIFICATE OF ACHIEVEMENT	1,060.00
200759	01/14/2021	Printed		3377	H F & H CONSULTANTS, LLC	SOLID WASTE MANAGEMENT CONSULT	7,471.50
200760	01/14/2021	Printed		4639	INSIGHT PUBLIC SECTOR INC	COMPUTER EQUIPMENT COUNCIL	3,050.59
200761	01/14/2021	Printed		7562	KOFF & ASSOCIATES INC	RECRUITMENT	2,000.00
200762	01/14/2021	Printed		0329	L.A. COUNTY ASSESSOR'S OFFICE	MAP-11/01-11/30/20	5.00
200763	01/14/2021	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE BENEFITS	89.87
200764	01/14/2021	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
200765	01/14/2021	Printed		6445	MICHAEL BAKER INTL, INC	PROFESSIONAL SVS-P/E-9/27/20	4,388.00
200766	01/14/2021	Printed		6428	MINUTEMAN PRESS OF GARDENA	OFFICE SUPPLIES	398.47
200767	01/14/2021	Printed		1050	UFFE MOLLER	PLANNING COMMISSION STIPEND	50.00
200768	01/14/2021	Printed		7047	PRECISION AUTO CARE, INC	VEHICLE MAINTENANCE	123.13
200769	01/14/2021	Printed		7241	CARLA L ROSE-PRYOR	PLANNING COMMISSION STIPEND	50.00
200770	01/14/2021	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
200771	01/14/2021	Printed		3094	SOUTH BAY CENTER FOR DISPUTE	QTY OPERATION FEE	1,461.00
200772	01/14/2021	Printed		4533	SOUTH BAY LANDSCAPING INC	TREE TRIMMING SERVICES	33,483.00
200773	01/14/2021	Printed		0346	SPARKLETTS	BOTTLE WATER SVCS-DEC 2020	209.38
200774	01/14/2021	Printed		2002	THE STANDARD, UNIT 22	EMPLOYEE BENEFITS	1,491.90
200775	01/14/2021	Printed		4142	TIME WARNER CABLE	INTERNET SERVICES	1,938.46
200776	01/14/2021	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	1,840.79
200777	01/14/2021	Printed		6790	U.S. BANK-GLOBAL CORPORATE	AGREEMENT#CIEDB-02-029	18,775.64
200778	01/14/2021	Printed		6790	U.S. BANK-GLOBAL CORPORATE	FACILITY LEASE#CIEDB-BC04-090	7,393.07
200779	01/14/2021	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	2,454.71
200780	01/14/2021	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	2,350.27
200781	01/14/2021	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	29.98
200782	01/14/2021	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	463.30
200783	01/14/2021	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	3,106.48
200784	01/14/2021	Printed		2883	UNDERGROUND SERVICE ALERT SC	12/20 DIS ALERT TICKETS & MT FEE	280.90
200785	01/14/2021	Printed		0479	VISION SERVICE PLAN	EMPLOYEE BENEFITS	21.49
200786	01/14/2021	Printed		4912	WELLS FARGO BANK	TRUSTEE FEES 2009 TABS	2,500.00
200787	01/14/2021	Printed		6795	WELLS FARGO CTS DEBT SERVICE	ACCOUNT#LAWNDALE09TA	484,758.27

Checks Total (excluding void checks): 598,479.45

Bank Total (excluding void checks): 598,479.45

Grand Total (excluding void checks): 598,479.45

Total Checks: 38

Total Payments: 38

Total Payments: 38

Check Register Report

Date: 01/28/2021  
 Time: 1:57 pm  
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
200788	01/21/2021	Printed		2615	A-THRONE CO., INC	PORTABLE RESTROOM RENTAL	95.11
200789	01/21/2021	Reconciled		0372C	AT & T - CALNET3	PHONE CHARGES	1,941.76
200790	01/21/2021	Reconciled		1056	AT&T GLOBAL SERVICES, INC.	TELEPHONE SYSTEM REPAIR	2,306.34
200791	01/21/2021	Reconciled		0142	BOULEVARD FLORIST	GET WELL FLOWERS	68.91
200792	01/21/2021	Printed		4333	CALIF BLDG STANDARDS COMMISSIO	SURCHARGE QTR ENDING 12-31-20	92.00
200793	01/21/2021	Reconciled		7223	CHRISTINA CARROLL	PRSSC MTG STIPEND	50.00
200794	01/21/2021	Reconciled		1105	CDW GOVERNMENT, INC.	COMPUTER EQUIPMENT	10,518.97
200795	01/21/2021	Printed		0169	CENTINELA YOUTH SERVICES	DONATION	2,000.00
200796	01/21/2021	Printed		4796	ERICA HARBISON	PRSSC MTG STIPEND	50.00
200797	01/21/2021	Printed		2773	L. A. CNTY DEPT PUBLIC WORKS	TRAFFIC SIGNAL REPAIR	14,148.85
200798	01/21/2021	Reconciled		0308	LOS ANGELES COUNTY	HEARING OFFICER FEES	160.00
200799	01/21/2021	Reconciled		5560	MITSUBISHI ELECTRIC & ELECT, I	MAINTENANCE ELEVATOR SVCS	616.46
200800	01/21/2021	Reconciled		0367	OFFICE DEPOT	OFFICE SUPPLIES	1,606.89
200801	01/21/2021	Reconciled		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SVCS	180.76
200802	01/21/2021	Printed		5068A	QUADIENT FINANCE USA INC	POSTAGE METER REFILL-JAN 2021	500.00
200803	01/21/2021	Reconciled		5895	RICOH USA INC	COPIER LEASED SERVICE	520.48
200804	01/21/2021	Reconciled		7575	ROGERS, ANDERSON, MALODY &	AUDIT SERVICES	25,500.00
200805	01/21/2021	Printed		6698	SHIRLEY RUDOLPH	PRSSC MTG STIPEND	50.00
200806	01/21/2021	Printed		2051	MADONNA SITKA	PRSSC MTG STIPEND	50.00
200807	01/21/2021	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	ELECTRICITY	10,499.10
200808	01/21/2021	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	1,622.37
200809	01/21/2021	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL AD	269.50
200810	01/21/2021	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE	403.34
200811	01/21/2021	Printed		0444	SPCA LA	ANIMAL SHELTERING SVCS	6,265.00
200812	01/21/2021	Reconciled		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	1,219.67
200813	01/21/2021	Reconciled		3373	VERIZON WIRELESS	CELL PHONE SERVICES	630.26
200814	01/21/2021	Reconciled		6697	DANIEL T WOODS	PRSSC MTG STIPEND	50.00

Total Checks: 27      Checks Total (excluding void checks): 81,415.77

Total Payments: 27      Bank Total (excluding void checks): 81,415.77

Total Payments: 27      Grand Total (excluding void checks): 81,415.77

**MINUTES OF THE  
LAWNDALE CITY COUNCIL REGULAR MEETING  
January 19, 2021**

**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 Pat Kearney, Councilmember Bernadette Suarez, Councilmember Rhonda Hofmann-Gorman, Councilmember Sirley Cuevas

Other Participants: Newly Appointed City Clerk Erica Harbison, City Manager Kevin M. Chun, 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, Public Works Director Julian Lee

**B. CEREMONIALS**

Councilmember Bernadette Suarez led the flag salute.

**C. PUBLIC SAFETY REPORT**

Captain Duane Allen summarized the recent law enforcement activities.

Mayor Robert Pullen-Miles commended the enforcement officers for handling the situation he witnessed on Sunday morning.

**D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA**

Dr. Howard Ho, Leuzinger High School Principal, provided an update on distance learning.

**E. COMMENTS FROM COUNCIL**

No comments provided.

**F. CONSENT CALENDAR**

**1. Quarterly Investment Report for the Quarter Ended December 31, 2020**

Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended December 31, 2020.

**2. Disposal of Surplus Property – Community Services Department 2006 Saturn Vue Hybrid Minivan**

Recommendation: that the City Council approve the sale of the 2006 Saturn Vue Hybrid Minivan via public auction to be facilitated by Ken Porter Auctions in Carson, California.

3. **First Amendment to the CleanStreet Sweeping Service Agreement**  
Recommendation: that the City Council approve the First Amendment to the Sweeping Service Agreement with CleanStreet to revise the contract term to three years for a contract expiration date of February 28, 2023.
4. **Statement of Costs for Property located at 14412 Mansel Ave.**  
Recommendation: that the City Council receive and file the report.
5. **Accounts Payable Register**  
Recommendation: that the City Council adopt Resolution No. CC-2101-001, authorizing the payment of certain claims and demands in the amount of \$1,656,131.34.
6. **Minutes of the Lawndale City Council Regular Meeting – December 7, 2020**  
Recommendation: that the City Council approve.
7. **Minutes of the Lawndale City Council Special Meeting – January 11, 2021**  
Recommendation: that the City Council approve.

**A motion by Mayor Pro Tem Kearney to approve the consent calendar was seconded by Councilmember Cuevas and carried by a vote of 5-0.**

**G. PUBLIC HEARING**

8. **Selection of Projects for the Fiscal Year 2021-2022 (47th Program Year) of the Community Development Block Grant Program (CDBG)**  
Recommendation: that the City Council (a) conduct a Public Hearing to receive testimony regarding the Community Development Block Grant Program (CDBG); (b) adopt the Fiscal Year 2021-2022 budget for the CDBG Program; (c) adopt Resolution No. CC-2102-002, approving the City's participation in the Fiscal Year 2021-2022 CDBG Program

Community Development Director Sean Moore reported on the selection of projects for the Fiscal Year 2021-2022 (47th Program Year) of the Community Development Block Grant Program (CDBG)

Mayor Pro Tem Pat Kearney inquired about the \$1,500 surplus.

Community Development Director Sean Moore responded it will be applied to the following year.

Mayor Pullen-Miles opened and closed the public hearing immediately at 6:43 p.m., there being no one wishing to testify.

**A motion by Mayor Pro Tem Kearney to adopt the Fiscal Year 2021-2022 budget for the CDBG Program and adopt Resolution No. CC-2102-002, approving the City's participation in the Fiscal Year 2021-2022 CDBG Program, was seconded by Councilmember Cuevas and carried by a vote of 5-0.**

## **H. ADMINISTRATION**

### **9. City of Lawndale Website Redesign**

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

Assistant City Clerk Matthew Ceballos presented the City of Lawndale Website Redesign.

Councilmember Cuevas inquired if reports of the request for services can be exported or downloaded.

Assistant City Clerk Matthew Ceballos responded yes and that he would confirm.

Councilmember Suarez inquired if the service request can be submitted with a photo attached.

Assistant City Clerk Matthew Ceballos responded he will look further into that and follow up.

Councilmember Hofmann Gorman requested the Sheriff's department be included in the gang related graffiti reports sent through the service request system.

Assistant City Clerk Matthew Ceballos responded it is currently assigned to staff email and will look further to add additional recipients of the service requests.

City Manager Kevin Chun commended all staff who handled the website migration and design.

**The Council reached a unanimous consensus to receive and file the report and demonstration.**

### **10. Authorize the Purchase and Installation of Touchless Automatic Sliding Doors at Various City Facilities**

Recommendation: that the City Council (a) authorize the purchase of touchless automatic sliding doors from Vortex Industries for an amount not-to-exceed \$34,000 (\$33,243.92 proposed cost plus \$756.08 contingency); and (b) authorize the General Fund budget appropriation transfer of \$34,000 from County Sheriff's Department Services to Building Improvements.

Public Works Director Julian Lee reported on the authorization to purchase and install touchless automatic sliding doors at various City Facilities.

Mayor Pro Tem Pat Kearney inquired if the Sheriff's Department continues to monitor "Project Roomkey" residents and what is the cost.

City Manager Kevin M. Chun responded the officers are no longer closely monitoring the hotels as there have been no disorder therefore there's been no cost.

Mayor Pro Tem Pat Kearney inquired the timeline of the door installations and which departments are included.

Public Works Director Julian Lee and City Manager Kevin Chun responded City Hall, Municipal Services and Public Works buildings will have the sliding doors but not the Community Services building due to electrical constraints which would require great electrical rewiring however the handicap button can be used.

**A motion by Councilmember Sirley Cuevas to authorize the purchase of touchless automatic sliding doors from Vortex Industries for an amount not-to-exceed \$34,000 (\$33,243.92 proposed cost plus \$756.08 contingency) and authorize the General Fund budget appropriation transfer of \$34,000 from County Sheriff's Department Services to Building Improvements, was seconded by Mayor Pro Tem Pat Kearney and carried by a vote of 5-0.**

**11. City Council Subcommittees**

Recommendation: that the City Council review the list of subcommittees and direct staff on their dissolution, continuation due the need to complete outstanding or future tasks, modify the focus or scope of the current subcommittee, and where appropriate appointment, replacement, or modification of members.

Assistant City Clerk Matthew Ceballos presented the City Council Subcommittees review.

A lengthy dialogue ensued between the City Council and staff regarding the differences in ad hoc committee and Standing and Subcommittees' subject to Brown Act.

The following appointments were made:

**Standing Committees (Brown Act Body)**

- Business Revitalization Standing Committee (Mayor Robert Pullen-Miles & Councilmember Bernadette Suarez)
- City/School District Standing Committee (Mayor Pro Tem Kearney & Councilmember Hofmann Gorman)

**Subcommittees (Ad Hoc):**

- Billboard Subcommittee {project specific} (Mayor Pro Tem Kearney & Councilmember Hofmann Gorman)
- City/School District Park Maintenance and Joint Use Subcommittee (Mayor Pro Tem Kearney & Councilmember Cuevas)
- FY 21-22 Budget Subcommittee (Mayor Pro Tem Kearney & Councilmember Cuevas)

**Public Comment**

Betsy Hamilton, Superintendent Lawndale Elementary School District, proposed a meeting with City Council subcommittee, the School District and board members for a partnership.

The appointments to the subcommittees and standing committees were approved with unanimous consensus of the Council, without objection.

**12. Safe and Sane Fireworks Sales**

Recommendation: that the City Council discuss the future of safe and sane fireworks sales in Lawndale and provide direction to staff as appropriate.

Public Comment

Rebecca Mendez, Iglesia Casa de Refugio, spoke in opposition of banning fireworks and expressed the profits of selling legal fireworks support the needs of the community.

Marc Gebauer, Lawndale Resident, spoke about his concerns regarding the misuse of fireworks and is in favor of banning all fireworks.

George Pelzl, Lawndale Resident, spoke in opposition of banning legal fireworks.

Dyan M. Davis, Executive Director of the Lawndale Chamber of Commerce, spoke in favor of continuing to allow safe and sane legal fireworks.

Randal Abram, Lawndale Resident, spoke about the sale plus the use of safe and sane fireworks contributions to the use of illegal fireworks and was in favor of banning all fireworks.

John Kelly, TNT Fireworks Vice President, spoke in support of use and sales of safe and sane fireworks.

Pam London, Lawndale Resident, spoke in favor of banning all fireworks.

Johnny London, Lawndale Resident, spoke of safety concerns with fireworks and believes non-profit organizations can raise community funds beyond fireworks.

Johnny Martinez, Lawndale Resident, spoke in support of safe and sane fireworks to aid the Lawndale Little League.

A lengthy dialogue ensued between the City Council and staff regarding not penalizing the safe and sane fireworks over the illegal fireworks and will later discuss how to ban illegal firework use.

**The Council reached a unanimous consensus to continue with safe and sane fireworks in Lawndale.**

**13. Filling the Vacancy in the Office of City Clerk**

Recommendation: that the City Council (a) interview the applicants and determine who to appoint to the Office of City Clerk (b) direct staff to fill in the blank in Resolution No. CC-2101-03 Filling a Vacancy in the Office of City Clerk by Appointment with the appointees' name and (c) adopt the Resolution as amended.

Assistant City Clerk Matthew Ceballos presented the vacancy in the office of City Clerk.

City Council interviewed applicants Erica Harbison and Jessica Martinez.

**A motion by Councilmember Hofmann-Gorman to appoint Erica Harbison to the Office of City Clerk was seconded by Mayor Pro Tem Pat Kearney and carried by a vote of 5-0**

Assistant City Clerk Matthew Ceballos administered the oath of allegiance to appointed City Clerk Erica Harbison.

**I. CITY MANAGER'S REPORT**

City Manager Kevin Chun formally introduced the new Public Works Director Julian Lee.

**J. ITEMS FROM CITY COUNCILMEMBERS**

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

Councilmember Suarez had nothing to report

Councilmember Sirley Cuevas participated in a meeting call with South Bay City Council of Government Health Department discussing South Bay possibly holding a Health Department apart from Los Angeles County, attended a virtual meeting with California Contract Cities Association, was present for the Southern California Association of Governments public hearing then commended Director of Community Development Sean Moore for greatly representing Lawndale. Ms. Sirley went on welcoming the newest Public Works director.

Councilmember Rhonda Hofmann-Gorman had nothing to report.

Councilmember Kearney attended the Library Trust and Oversight Committee meeting, requested staff place a performance elevation review for City Manager on 02/01/2021 Council Meeting.

Mayor Pullen-Miles attended two County Sanitation District No 5 of Los Angeles County meetings, attended the South Bay Council of Government legislative breakfast. Mr. Pullen-Miles mentioned he had seen a great deal of graffiti around the City and requested that it be looked into.

**K. CLOSED SESSION**

At 9:17 p.m. the City Council entered into closed session.

**15. Conference with Legal Counsel – Existing Litigation**

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d) (1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: Lawndale vs. Metropolitan Transportation Authority; Case Number 20STCP02875; L.A. County Superior Court.

**16. Public Employee Appointment**

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), to consider the appointment of an employee to the position of City Attorney.

At 10:27 p.m. the City Council entered back into open session.

**City Attorney Tiffany Israel reported that the City Council met in Closed Session to discuss the two items listed on the Closed Session agenda. The City Council was updated on both items and there was no reportable action taken.**

**L. ADJOURNMENT**

There being no further business to conduct, the Mayor adjourned the meeting at 10:27 p.m.

ATTEST:

\_\_\_\_\_  
Erica Harbison, City Clerk

Approved: 02/01/2021

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

DRAFT



# CITY OF LAWNDALE

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

DATE: February 1, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KMC*

PREPARED BY: Julian Lee, Director of Public Works/City Engineer  
Marla Pendleton, Director of Finance *Marla L. Pendleton, CPA*  
Grace Huizar, Administrative Analyst

**SUBJECT: Award of Contract for Solid Waste Consulting Services**

## BACKGROUND

The City's agreement for solid waste consulting services with HF&H Consultants, LLC expired on December 31, 2020. The solid waste consulting services consist of franchise management; coordinate, promote, and monitor recycling programs; analyze all reports from Republic Services; and conduct a biennial audit. The consultant is also responsible for preparing all public education and outreach materials required for the mandatory commercial recycling and organics recycling programs. Lastly, the Consultant will manage the tasks to amend existing ordinances and municipal codes as required by California's Department of Resources Recycling and Recovery (CalRecycle) for all waste and recycling programs.

CalRecycle released several Senate and Assembly bills that require jurisdictions to adopt ordinances, and or revise certain Municipal Codes in order to be in compliance as well as develop public education and outreach materials. A brief summary of each requirement is described below:

### **Senate Bill (SB) 1383**

The Short-Lived Climate Pollutants (SLCP) bill was signed into law in 2016 establishing a statewide effort to reduce emissions of SLCP, such as methane, in various sectors of the economy. Methane emissions resulting from the decomposition of organic waste in landfills are a significant source of greenhouse gas (GHG) emissions contributing to global climate change. Food waste alone accounts for approximately 18% of total landfill disposal. The bill requires jurisdictions to conduct education and outreach on organics recycling to all residents, businesses, and local food recovery organizations. In addition, the City is to conduct business site visits, identify food rescue organizations, and develop a food donation tracking system in an effort to comply with specific programmatic requirements by January 1, 2022.

City Council Meeting – February 1, 2021  
Award of Contract for Solid Waste Consulting Services

At a minimum, the City will have to amend the existing ordinances listed below to address the SB 1383 requirements:

- Mandatory recycling/organics ordinance for all generators
- Self-haul reporting ordinance
- Edible food recovery ordinance
- CalGreen building standards ordinance for the Construction & Demolition Recycling Program
- Enforcement ordinance
- Hauler regulation ordinance
- Procurement policies for organics waste products

**Assembly Bill (AB) 341**

AB 341 (Statutes of 2011) is focused on reducing GHG emissions by diverting commercial solid waste to recycling efforts. Therefore, the City is required to ensure that a recycling program is in place at all commercial businesses and public entities that generate 4 cubic yards or more of waste per week.

**Assembly Bill (AB) 1826**

AB 1826 (Statutes of 2014) is a mandatory commercial organic waste recycling requirement for businesses and multi-family complexes, with five (5) or more units, that generate 2 cubic yards or more of solid waste per week to make arrangements for organics collection services.

**Assembly Bill (AB) 827**

AB 827 (Statutes of 2014) is intended to educate and involve consumers in achieving the state’s recycling goals. This bill requires businesses that generate 4 cubic yards or more of waste per week to provide customers with recycling and organics bins to collect the recyclable material generated from products purchased on the premises. This bill exempts full-service restaurants with wait staff.

STAFF REVIEW

Staff issued a request for proposals (RFP) for solid waste consulting services on December 3, 2020 with a deadline for submission of January 5, 2021. The City sent the RFP to seven well known companies in the solid waste industry and received proposals from three: Go2Zero Strategies (Go2Zero), HF&H Consultants (HF&H), and MSW Consultants, Inc. (MSW).

Staff examined and reviewed the submitted proposals based on several factors including technical knowledge, the proposed team's experience, scope of work and qualifications, and fee schedule. The evaluation by staff ranked the proposals as follows:

Ranking	Consultant	Proposed Fee	Biennial Audit Fee	Fee Schedule
1	HF&H	\$293,097	\$70,000	\$223,097
2	Go2Zero	\$220,678	\$7,935	\$212,743
3	MSW	\$365,370	\$30,000	\$335,370

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The Biennial Audit Fee corresponds to a contractual task in the current agreement with Republic Services. The audit will occur in 2021 and will be based on the reports and records for calendar year 2020. Republic Services will reimburse to the City the cost of the audit up to \$70,000. The proposed fee difference between HF&H and Go2Zero is \$72,419, however, when the biennial audit fee is deducted from the proposed fee, only the amount of \$10,354 will be overall difference to the City. Staff contacted HF&H to reduce the fee schedule by \$10,354 after evaluation of all proposals. However, the reduction in the fee schedule will also require the elimination of some of the important tasks which are critical for the compliance with the CalRecycle programs. Therefore, staff recommends awarding the consulting services agreement to HF&H with the proposed cost.

While all three proposers are qualified to perform the services requested, HF&H is uniquely qualified due to their familiarity with the City and with the current solid waste hauling agreement with Republic Services. Their institutional knowledge and industry expertise will afford the City the ability to plan programs and procedures with maximum efficiency, and ensure continued regulatory compliance for the City.

LEGAL REVIEW

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

FISCAL IMPACT

Solidwaste consulting services is an eligible expenditure for AB 939 fees. The Fiscal Year 2020-21 adopted budget included only six months of contract consulting services: (July 1 through December 31, 2020). Therefore, a budget adjustment for the contract period through June 30, 2021 is requested for the remainder of the fiscal year. Funding is available to cover current year appropriation in the amount of \$44,289. The remaining two fiscal years on the proposed contract will be included in the annual budgets for those years. Below is the recommended budget increase utilizing AB939 fund balance:

Increase appropriations:

276-310-530.100	AB939 – Contract Services	\$ 44,289
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RECOMMENDATION

Staff recommends that the City Council:

1. Award the contract for the Solid Waste Consulting Services to HF&H Consultants, LLC in the amount of \$293,097 for the 29 month service period from February 1, 2021 through June 30, 2023.
2. Authorize an increase in AB939 contract services appropriations for Fiscal Year 2020-21 in the amount of \$44,289.

**CITY OF LAWNSDALE**  
**CONTRACT SERVICES AGREEMENT FOR**  
**SOLID WASTE CONSULTING SERVICES**

This Contract Services Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of February, 2021, by and between the City of Lawndale, a municipal corporation ("City"), and HF&H Consultants, LLC, a California limited liability corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of two hundred ninety-three thousand ninety seven dollars (\$293,097) ("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 on February 1, 2021 and continue in full force and effect until completion of the services no later than June 30, 2023.

### 4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Laith Ezzet 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 and the City's Public Works Department are 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 must 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 include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

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

## 5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant must 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 must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and provides a letter stating so signed under penalty of perjury.

(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 must include coverage for owned, non-owned, leased and hired cars.

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

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City and 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. Each of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

The insurance required by this Agreement must 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 must require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

## 5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual

for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

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

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

## **7.0 ENFORCEMENT OF AGREEMENT**

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

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

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

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

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

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

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

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

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

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

## 9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

**CITY:**  
CITY OF LAWNSDALE,  
a municipal corporation

By: \_\_\_\_\_  
Robert Pullen Miles, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

**CONSULTANT:**  
HF&H Consultants, LLC,  
a limited liability company

By: \_\_\_\_\_  
Name: Robert C. Hilton  
Title: President

By: \_\_\_\_\_  
Name: Laith Ezzet  
Title: Senior Vice President

Address: 19200 Von Karman Avenue, Suite 360  
Irvine, CA 92612

## EXHIBIT "A"

### SCOPE OF SERVICES

#### **Part 1: Franchise Management**

Consultant will undertake monthly monitoring to assess increases/decreases in residential curbside recycling and organics diversion, and commercial/multi-family diversion on a monthly basis to measure the success of recycling efforts implemented by Republic.

Consultant will monitor the quantity and quality of public education pieces prepared by Republic, suggest topics for public education pieces, and will review public educational pieces for accuracy.

Consultant will also review Republic's annual rate increase to confirm the accuracy of Republic's calculations, in accordance with the allowable annual increase set forth in the franchise agreement, confirm compliance with the City's five-year Proposition 218 notice, and document recommended adjustments to the submittal, if applicable.

Consultant shall attend monthly meetings with City staff and Republic to monitor Republic's compliance with contractual requirements, and discuss the success of recycling programs and plans to improve waste diversion.

#### **Part 2: Maintenance Activities**

Consultant will assist with various waste management-related inquiries and miscellaneous tasks that arise from time to time. These tasks will include legislative research and reporting, monitoring the activities and objectives of the Los Angeles County Integrated Waste Management Task Force ("Task Force"), and providing general solid waste and recycling liaison assistance.

Consultant will:

- Track solid waste legislation, regulations, CalRecycle policy decisions, and other solid waste issues pertinent to the City;
- Provide legislative and regulatory updates and discuss significant items at face-to-face meetings;
- Provide solid waste liaison assistance to residents and businesses; and
- Monitor Task Force meetings and initiatives.

This task will also include communication with the City's CalRecycle representative to ensure ongoing compliance with state regulations such as CalGreen, AB 341, AB 827, AB 939, AB 1826, AB 2176 and SB 1383. Additionally, this task may require the development of new programs or the enhancement of existing diversion programs.

#### **Part 3: Coordinate, Promote and Monitor Recycling Programs**

Consultant will provide public education support for the commercial, multi-family, and single-family curbside recycling programs to increase the diversion rates in these sectors.

Consultant will:

- Monitor both the commercial/multi-family and the single family recycling programs throughout the year, including review of monthly tonnage and customer count reports submitted by the contractor, and attendance at monthly meetings with the City and the contractor.
- Prepare public education and outreach materials.
- Prepare articles for the Lawndalian and Recycle Today to promote environmental programs in all sectors.

#### **Part 4: Analyze Monthly and Quarterly Reports and Conduct Biennial Audit**

Consultant will use its excel-based program to analyze the monthly and quarterly reports submitted by Republic. Through the use of this program, Consultant will determine any irregularities and/or inaccuracies of the data submitted via Republic's reports. The program also tracks the progress of AB 939, AB 341, and AB 1826 compliance. Consultant will be updating this program to track certain aspects of SB 1383 compliance.

##### Conduct Biennial Audit

Section 8.2.7 of the franchise agreement between the City and Republic requires that Republic pay for a comprehensive biennial performance audit. The scope of the audit will be determined by the City and may include all items listed in section 8.2.7 of the franchise agreement. The audit will be performed in 2021 for the audit period of calendar year 2020.

The comprehensive performance audit is particularly important to ensure that all of the new contract enhancements have been properly implemented under the new terms of the agreement. The specific audit activities will be confirmed after the operating results for calendar year 2020 are reported and available. At that time the focus areas for audit testing can be reasonably determined. Consultant will develop the audit plan and timeline for City approval, gather and review financial and operating data reported to the City, obtain and review source documentation during an on-site visit at Republic's offices to verify the reported data, document findings, and report the results to the City. The audit costs to the City will then be reimbursed by Republic.

#### **Part 6: SB 1383 Implementation Assistance**

SB 1383 requires that jurisdictions adopt ordinances, or amend existing municipal codes to address a number of significant matters. Given the extent of these regulations, Consultant shall work with the City Attorney's office to draft the amendments required to comply with this new law in the first quarter of 2021, with final adoption of the ordinances by City Council by the end of the second quarter 2021. The ordinances/municipal code updates will be drafted to take into consideration future legislation which may delay the implementation date.

Tasks performed by Consultant shall include the following activities related to SB 1383:

1. Present SB 1383 regulations at a City Council meeting if requested by the City.

2. Consultant will review the City's existing ordinances related to solid waste to develop, in coordination with the City Attorney's office, a strategy for preparing revisions to comply with SB 1383 regulations and to identify specific municipal code sections that are impacted by SB 1383 regulations.

3. Consultant will coordinate with the City Attorney's office to prepare the draft of revisions to the City's municipal code. The revisions will pull language from the CalRecycle Model Ordinance to be integrated into the City's municipal code. Part of this effort will involve adding new definitions to integrate SB 1383-related definitions. The City will receive revisions presented in redline/track-change format.

4. As requested by the City Consultant will support City staff in the process of presenting the SB 1383 municipal code revisions to the City Council. Consultant will review and comment on a staff-prepared City Council report and presentation. Consultant will support City staff by attending a meeting with City Council and being available during that meeting to respond to questions.

5. Consultant will develop public education and outreach materials to all organic generators, tailored by sector (e.g., residential, commercial) and will prepare for, present, and participate in six community outreach meetings.

#### **Part 7: Monitor Construction and Demolition Program**

The next revision to the City's construction and demolition ordinance, Code is scheduled for 2021. In order to ensure the City's continued compliance, Consultant will: 1. Ensure the construction and demolition program requirements are up to date and in compliance with CalGreen requirements by updating the ordinance and collateral materials as necessary.

2. Assist with City inquiries regarding construction and demolition.

#### **Part 8: Annual AB 939 Fee Fund Reconciliation**

In order to ensure appropriate AB 939 expenditures, and to track the fund balance, Consultant will gather quarterly AB 939 remittance reports and fund balances from the City's Finance Department, and reconcile these documents to ensure that the AB 939 fees are allocated accurately. Consultant will document all findings in a memorandum to the City.

#### **Part 9: Recycling and Disposal Reporting System Reconciliation**

The Recycling and Disposal Facility Reporting System (RDRS) law requires certain businesses to report directly to CalRecycle on a quarterly basis on types, quantities, and destinations of materials that are disposed of, sold, or transferred inside or outside of the state. The RDRS will provide greater transparency of materials reported as originating from the City by these entities. Consultant will review the RDRS to ensure accuracy of the reporting. Consultant will do the following:

1. Compare Republic's, and permitted construction and demolition haulers', tonnage reports to the RDRS, identify discrepancies and mediate a solution.

2. Review facility reports which allocate tonnages to the City, and document inaccuracies.

3. Identify haulers from facility reports that do not have the authority to provide collection services in the City.
4. Prepare letters for the City to send to illegal haulers, requesting them to cease operations in the City.
5. Prepare documentation listing all errors found, forward the forms and all reference information to CalRecycle and include this information in the Electronic Annual Report.

**Part 10: CalRecycle Electronic Annual Report**

1. Consultant will prepare the City's Electronic Annual Report to CalRecycle which will include documentation of diversion program activities conducted throughout the specified year, as well as a calculation of numerical compliance with diversion mandates.
2. Consultant will assist with any additional reports required by CalRecycle.
3. Consultant will assist the City by responding to questions from CalRecycle, and prepare for and participate in the annual conference calls and meetings with CalRecycle.

EXHIBIT "B"  
SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City that are approved in advance in writing by the City such as mileage (at the IRS rate), copies, binding costs, postage, parking, travel, and lodging expenses. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

Estimated costs are included in the tables below and the detailed work plans, provided on the following pages. The work plans itemize hours by task and staff classification and are summarized in the table below. Hours may be shifted among tasks.

	5 Months February 2021 – June 2021	12 Months July 2021 – June 2022	12 Months July 2022 – June 2023
Tasks 1-9	\$44,289	\$88,578	\$90,230
Task 10 – Audit	N/A	\$70,000 <sup>(1)</sup>	N/A
<u>Total</u>	<u>\$44,289</u>	<u>\$158,578</u>	<u>\$90,230</u>

(1) \$70,000 is the not to exceed reimbursement amount included in the agreement with Republic for the first audit. The actual cost of the audit will be determined based on the audit objectives to be confirmed by the City at the time of the audit.

Hourly rates through June 30, 2021 are listed below. Rates will adjust each July 1 by 2%.

<u>Position</u>	<u>Rate</u>
President	\$305
Senior Vice President	\$295
Senior Project Manager	\$269
Project Manager	\$210 - \$235
Senior Associate	\$189 - \$209
Associate Analyst	\$159 - \$179
Administrative Staff	\$99 - \$110

## Detailed Workplans

The following pages present three detailed workplans. The workplans are broken out by time frame. The first detailed workplan covers February 21, 2021 through June 30, 2021. The second covers July 1, 2021 through June 30, 2022. Finally, the third detailed workplan covers July 1, 2022 through June 30, 2023.

February 1, 2021 through June 30, 2021						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
<b>1. Franchise Management</b>						
1A Monitor contractor compliance	2	6	-	-	6	14
1B Gather, review and analyze contractor's reports	Time included in Task 4					
1C Review and verify contractor's annual rate adjustment	To be completed in October 2021					
1D Review public education developed by contractor	-	2	-	-	4	6
1E Schedule and attend monthly meetings	-	6	-	-	6	12
1F Maintain and update action items	-	2	-	-	4	6
<b>Subtotal: Task 1 Hours</b>	<b>2</b>	<b>16</b>	<b>-</b>	<b>-</b>	<b>20</b>	<b>38</b>
<b>Task 1 Fees</b>	<b>590</b>	<b>4,304</b>	<b>0</b>	<b>0</b>	<b>3,180</b>	<b>8,074</b>
<b>2. Maintenance Activities</b>						
2A Track solid waste legislation, and policy decisions	-	4	-	-	-	4
2B Provide regulatory updates	-	2	-	-	-	2
2C Provide community liaison assistance	-	2	-	-	5	7
2D Prepare reports and documents	-	2	-	-	4	6
<b>Subtotal: Task 2 Hours</b>	<b>-</b>	<b>10</b>	<b>-</b>	<b>-</b>	<b>9</b>	<b>19</b>
<b>Task 2 Fees</b>	<b>\$ -</b>	<b>\$ 2,690</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,431</b>	<b>\$ 4,121</b>
<b>3. Coordinate, Promote and Monitor Recycling Programs</b>						
3A Monitor recycling programs	-	4	-	-	6	10
3B Prepare public education and outreach materials	-	2	-	-	4	6
3C Prepare articles for the Lawdalian and Recycle Today	-	2	-	-	8	10
<b>Subtotal: Task 3 Hours</b>	<b>-</b>	<b>8</b>	<b>-</b>	<b>-</b>	<b>18</b>	<b>26</b>
<b>Task 3 Fees</b>	<b>\$ -</b>	<b>\$ 2,152</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,862</b>	<b>\$ 5,014</b>
<b>4. Analyze Monthly &amp; Quarterly Reports; Conduct Biennial Audit</b>						
4A Receive and analyze contractor's reports	-	4	-	-	6	10
4B Track submittal of contractor reports	-	-	-	-	2	2
4C Review mathematical accuracy of gross receipts reports	-	2	-	-	4	6
4D Prepare excel document summarizing reports to City	-	-	-	-	6	6
4E Calculate ratio of gross receipts to tonnage	-	-	-	-	2	2
4F Conduct Biennial Audit	To be completed July 2021 - June 2022					
<b>Subtotal: Task 4 Hours</b>	<b>-</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>20</b>	<b>26</b>
<b>Task 4 Fees</b>	<b>\$ -</b>	<b>\$ 1,614</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,180</b>	<b>\$ 4,794</b>

February 1, 2021 through June 30, 2021						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
<b>5. Mandatory Commercial Recycling and Organics Regulation Compliance</b>						
5A Prepare public education and outreach materials	-	2	-	-	4	6
5B Review program participation	-	2	-	-	4	6
5C Brief City on program updates	-	2	-	-	-	2
<b>Subtotal: Task 5 Hours</b>	-	6	-	-	8	14
<b>Task 5 Fees</b>	\$ -	\$ 1,614	\$ -	\$ -	\$ 1,272	\$ 2,886
<b>6. SB 1383 Implementation Assistance</b>						
6A Present regulations to City Council	-	8	-	-	-	8
6B Amend existing ordinance or draft new ordinances	6	36	4	-	8	54
6C Prepare public education and outreach materials						To be completed July 2021 - June 2022
6D Provide implementation assistance						To be completed July 2021 - June 2022
<b>Subtotal: Task 6 Hours</b>	6	44	4	-	8	62
<b>Task 6 Fees</b>	\$ 1,770	\$ 11,836	\$ 900	\$ -	\$ 1,272	\$ 15,778
<b>7 Monitor Construction and Demolition Program</b>						
7A Update ordinance and collateral materials as needed	-	8	-	-	2	10
7B Assist with inquiries	-	4	-	-	-	4
<b>Subtotal: Task 7 Hours</b>	-	12	-	-	2	14
<b>Task 7 Fees</b>	\$ -	\$ 3,228	\$ -	\$ -	\$ 318	\$ 3,546
<b>8 Annual AB 939 Fee Reconciliation</b>						
8A Reconcile remittance reports to fund balances						To be completed July 2021 - June 2022
<b>Subtotal: Task 8 Hours</b>	-	-	-	-	-	-
<b>Task 8 Fees</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>9 Disposal Report Reconciliation</b>						
9A Compare contractor's tonnage to RDRS						To be completed July 2021 - June 2022
9B Identify haulers from RDRS not authorized to collect in City						To be completed July 2021 - June 2022
9C Prepare disposal report reconciliation coorespondence						To be completed July 2021 - June 2022
9D Prepare Disposal Modification Forms/submit to CalRecycle						To be completed July 2021 - June 2022
<b>Subtotal: Task 9 Hours</b>	-	-	-	-	-	-
<b>Task 9 Fees</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

February 1, 2021 through June 30, 2021						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
<b>10 CalRecycle Annual Report</b>						
10A Prepare and submit Electronic Annual Report						To be completed July 2021 - June 2022
<b>Subtotal: Task 10 Hours</b>	-	-	-	-	-	-
<b>Task 10 Fees</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Hours</b>	8	102	4	-	85	199
<b>Hourly Rate</b>	\$ 295	\$ 269	\$ 225	\$ 209	\$ 159	
<b>Subtotal</b>	\$ 2,360	\$ 27,438	\$ 900	\$ -	\$ 13,515	\$ 44,213
<b>Expenses</b>						\$ 76
<b>Total Fees and Expenses</b>						\$ 44,289
* Hours may be shifted among tasks						

Total fees and expenses for the period of February 1, 2021 through June 30, 2021 is \$44,289.



July 1, 2021 through June 30, 2022						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
<b>5. Mandatory Commercial Recycling and Organics Regulation Compliance</b>						
5A Prepare public education and outreach materials	-	2	-	-	8	10
5B Review program participation	-	2	-	-	6	8
5C Brief City on program updates	-	4	-	-	-	4
<b>Subtotal: Task 5 Hours</b>	-	8	-	-	14	22
<b>Task 5 Fees</b>	\$ -	\$ 2,184	\$ -	\$ -	\$ 2,268	\$ 4,452
<b>6. SB 1383 Implementation Assistance</b>						
6A Present regulations to City Council	Completed in February 2021 - June 2021					
6B Amend existing ordinance or draft new ordinances	Completed in February 2021 - June 2021					
6C Prepare public education and outreach materials	-	8	8	-	16	32
6D Provide implementation assistance	-	16	8	-	16	40
<b>Subtotal: Task 6 Hours</b>	-	24	16	-	32	72
<b>Task 6 Fees</b>	\$ -	\$ 6,552	\$ 3,680	\$ -	\$ 5,184	\$ 15,416
<b>7 Monitor Construction and Demolition Program</b>						
7A Update ordinance and collateral materials as needed	Completed in February 2021 - June 2021 - CalGreen updated every 3 years					
7B Assist with inquiries	-	8	-	-	-	8
<b>Subtotal: Task 7 Hours</b>	-	8	-	-	-	8
<b>Task 7 Fees</b>	\$ -	\$ 2,184	\$ -	\$ -	\$ -	\$ 2,184
<b>8 Annual AB 939 Fee Reconciliation</b>						
8A Reconcile remittance reports to fund balances	-	2	-	8	-	10
<b>Subtotal: Task 8 Hours</b>	-	2	-	8	-	10
<b>Task 8 Fees</b>	\$ -	\$ 546	\$ -	\$ 1,704	\$ -	\$ 2,250
<b>9 Disposal Report Reconciliation</b>						
9A Compare contractor's tonnage to RDRS	-	2	-	-	4	6
9B Identify haulers from RDRS not authorized to collect in City	-	-	-	-	4	4
9C Prepare disposal report reconciliation coorespondence	-	2	-	-	8	10
9D Prepare Disposal Modification Forms and submit to CalRecycle	-	2	-	-	4	6
<b>Subtotal: Task 9 Hours</b>	-	6	-	-	20	26
<b>Task 9 Fees</b>	\$ -	\$ 1,638	\$ -	\$ -	\$ 3,240	\$ 4,878

July 1, 2021 through June 30, 2022						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
<b>5. Mandatory Commercial Recycling and Organics Regulation Compliance</b>						
5A Prepare public education and outreach materials	-	2	-	-	8	10
5B Review program participation	-	2	-	-	6	8
5C Brief City on program updates	-	4	-	-	-	4
<b>Subtotal: Task 5 Hours</b>	-	8	-	-	14	22
<b>Task 5 Fees</b>	\$ -	\$ 2,184	\$ -	\$ -	\$ 2,268	\$ 4,452
<b>6. SB 1383 Implementation Assistance</b>						
6A Present regulations to City Council	Completed in February 2021 - June 2021					
6B Amend existing ordinance or draft new ordinances	Completed in February 2021 - June 2021					
6C Prepare public education and outreach materials	-	8	8	-	16	32
6D Provide implementation assistance	-	16	8	-	16	40
<b>Subtotal: Task 6 Hours</b>	-	24	16	-	32	72
<b>Task 6 Fees</b>	\$ -	\$ 6,552	\$ 3,680	\$ -	\$ 5,184	\$ 15,416
<b>7 Monitor Construction and Demolition Program</b>						
7A Update ordinance and collateral materials as needed	Completed in February 2021 - June 2021 - CalGreen updated every 3 years					
7B Assist with inquiries	-	8	-	-	-	8
<b>Subtotal: Task 7 Hours</b>	-	8	-	-	-	8
<b>Task 7 Fees</b>	\$ -	\$ 2,184	\$ -	\$ -	\$ -	\$ 2,184
<b>8 Annual AB 939 Fee Reconciliation</b>						
8A Reconcile remittance reports to fund balances	-	2	-	8	-	10
<b>Subtotal: Task 8 Hours</b>	-	2	-	8	-	10
<b>Task 8 Fees</b>	\$ -	\$ 546	\$ -	\$ 1,704	\$ -	\$ 2,250
<b>9 Disposal Report Reconciliation</b>						
9A Compare contractor's tonnage to RDRS	-	2	-	-	4	6
9B Identify haulers from RDRS not authorized to collect in City	-	-	-	-	4	4
9C Prepare disposal report reconciliation correspondence	-	2	-	-	8	10
9D Prepare Disposal Modification Forms and submit to CalRecycle	-	2	-	-	4	6
<b>Subtotal: Task 9 Hours</b>	-	6	-	-	20	26
<b>Task 9 Fees</b>	\$ -	\$ 1,638	\$ -	\$ -	\$ 3,240	\$ 4,878

July 1, 2021 through June 30, 2022						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
<b>10 CalRecycle Annual Report</b>						
10A Prepare and submit Electronic Annual Report	-	4	-	-	16	20
<b>Subtotal: Task 10 Hours</b>	-	4	-	-	16	20
<b>Task 10 Fees</b>	\$ -	\$ 1,092	\$ -	\$ -	\$ 2,592	\$ 3,684
<b>Total Hours</b>	24	178	16	224	315	757
<b>Hourly Rate</b>	\$ 301	\$ 273	\$ 230	\$ 213	\$ 162	
<b>Subtotal</b>	\$ 7,224	\$ 48,594	\$ 3,680	\$ 47,712	\$ 51,030	\$ 158,240
<b>Expenses</b>						\$ 338
<b>Total Fees and Expenses</b>						\$ 158,578
(1) \$70,000 for first biennial audit to be reimbursed by Republic Services						
* Hours may be shifted among tasks						

Total fees and expenses for the period of July 1, 2021 through June 30, 2022 is \$158,578.



July 1, 2022 through June 30, 2023						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
<b>5. Mandatory Commercial Recycling and Organics Regulation Compliance</b>						
5A Prepare public education and outreach materials	-	2	-	-	8	10
5B Review program participation	-	2	-	-	6	8
5C Brief City on program updates	-	4	-	-	-	4
<b>Subtotal: Task 5 Hours</b>	-	8	-	-	14	22
<b>Task 5 Fees</b>	\$ -	\$ 2,224	\$ -	\$ -	\$ 2,310	\$ 4,534
<b>6. SB 1383 Implementation Assistance</b>						
6A Present regulations to City Council						Completed in February 2021 - June 2021
6B Amend existing ordinance or draft new ordinances						Completed in February 2021 - June 2021
6C Prepare public education and outreach materials	-	8	8	-	16	32
6D Provide implementation assistance	-	16	8	-	16	40
<b>Subtotal: Task 6 Hours</b>	-	24	16	-	32	72
<b>Task 6 Fees</b>	\$ -	\$ 6,672	\$ 3,760	\$ -	\$ 5,280	\$ 15,712
<b>7 Monitor Construction and Demolition Program</b>						
7A Update ordinance and collateral materials as needed						Completed in February 2021 - June 2021 - CalGreen updated every 3 years
7B Assist with inquiries	-	8	-	-	-	8
<b>Subtotal: Task 7 Hours</b>	-	8	-	-	-	8
<b>Task 7 Fees</b>	\$ -	\$ 2,224	\$ -	\$ -	\$ -	\$ 2,224
<b>8 Annual AB 939 Fee Reconciliation</b>						
8A Reconcile remittance reports to fund balances	-	2	-	8	-	10
<b>Subtotal: Task 8 Hours</b>	-	2	-	8	-	10
<b>Task 8 Fees</b>	\$ -	\$ 556	\$ -	\$ 1,736	\$ -	\$ 2,292
<b>9 Disposal Report Reconciliation</b>						
9A Compare contractor's tonnage to RDRS	-	2	-	-	4	6
9B Identify haulers from RDRS not authorized to collect in City	-	-	-	-	4	4
9C Prepare disposal report reconciliation coorespondence	-	2	-	-	8	10
9D Prepare Disposal Modification Forms and submit to CalRecycle	-	2	-	-	4	6
<b>Subtotal: Task 9 Hours</b>	-	6	-	-	20	26
<b>Task 9 Fees</b>	\$ -	\$ 1,668	\$ -	\$ -	\$ 3,300	\$ 4,968

July 1, 2022 through June 30, 2023						
Task Description	Sr. Vice President	Sr. Project Manager	Project Manager	Sr. Associate	Associate	Total Hours
<b>10 CalRecycle Annual Report</b>						
10A Prepare and submit Electronic Annual Report	-	4	-	-	16	20
<b>Subtotal: Task 10 Hours</b>	-	4	-	-	16	20
<b>Task 10 Fees</b>	\$ -	\$ 1,112	\$ -	\$ -	\$ 2,640	\$ 3,752
<b>Total Hours</b>	2	150	16	24	234	426
<b>Hourly Rate</b>	\$ 307	\$ 278	\$ 235	\$ 217	\$ 165	
<b>Subtotal</b>	\$ 614	\$ 41,700	\$ 3,760	\$ 5,208	\$ 38,610	\$ 89,892
<b>Expenses</b>						\$ 338
<b>Total Fees and Expenses</b>						\$ 90,230
* Hours may be shifted among tasks						

Total fees and expenses for the period July 1, 2022 through June 30, 2023 is \$90,230.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The Consultant will provide services as requested by the City for a cost not to exceed the Contract Sum authorized above.



# CITY OF LAWDALE

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

DATE: February 1, 2021  
TO: Honorable Mayor and City Council  
FROM: Kevin M. Chun, City Manager   
SUBJECT: **City Attorney Legal Services Agreement and City Attorney Appointment**

## BACKGROUND

On October 28, 2019, at the direction of the City Council, staff prepared and sent a request for proposal (RFP) to qualified law firms as part of a process for selecting a City Attorney. After receiving proposals from 11 firms, the field was narrowed and a subcommittee of the City Council conducted interviews with 6 of these firms on February 26, 2020. The subcommittee then selected and recommended 3 finalist firms to interview with the City Council. This interview was originally scheduled for March 30, 2020, but was postponed because of the COVID-19 pandemic. The City Council finally conducted interviews on January 11, 2021, and selected the firm of Burke, Williams & Sorensen, LLP (“Burke”) with Gregory M. Murphy as the new City Attorney.

## STAFF REVIEW

Following the selection of Burke, the City Council directed staff to negotiate an agreement with Mr. Murphy. In addition, the City Council agreed with a staff suggestion to have the draft agreement reviewed by a third-party attorney to ensure that all necessary provisions are included and are proper. The General Counsel for the California Joint Powers Insurance Authority assisted with this review and has validated the agreement for the City Council’s consideration.

The final draft agreement is attached and staff recommends its approval.

## LEGAL REVIEW

At the City’s request, the California Joint Powers Insurance Authority assisted by having their General Counsel provide a courtesy review of the agreement. Comments suggesting clarification and correction were offered, and revisions were made to the agreement.

## FISCAL IMPACT

The hourly rate and cost structure for Burke is different from Aleshire & Wynder (the City’s current City Attorney firm), however, the overall cost for City Attorney services is expected to be substantially similar. Also, the budget for City Attorney services is not expected to change significantly.

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Approve the Legal Services Agreement with Burke, Williams & Sorensen, LLP for providing City Attorney services; and
2. Appoint Gregory M. Murphy as the new City Attorney.

Attachment:

Burke, Williams & Sorensen, LLP, Legal Services Agreement, January 28, 2021

January 28, 2021

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

**Re: Legal Services Agreement: City Attorney and General Counsel**

Dear Messrs. Pullen-Miles and Chun:

This letter is a written legal services agreement (“Agreement”) containing the terms under which Burke, Williams & Sorensen, LLP (“Burke”) has been retained by the City of Lawndale (“City”) as its City Attorney (as described herein) and by any and all other corporations, districts, agencies and authorities formed or controlled by City (“Related Entities”) to serve as their General Counsel. The City and Related Entities are collectively referred to herein as “Client.”

California Business and Professions Code Section 6148 requires a written fee agreement between attorneys and their clients setting forth the scope of services and fees to be charged. When executed by City’s Mayor below and delivered to Burke, this Agreement shall satisfy the requirements of Section 6148.

1. Scope of Representation for the City. By this agreement, Burke, Williams & Sorensen LLP, has undertaken responsibility to represent the City as its City Attorney. Gregory Murphy shall be the City’s designated City Attorney and Christina Burrows shall be the City’s designated Assistant City Attorney. Any change to the designation of the City Attorney or Assistant City Attorney shall require the written approval of the Mayor or City Manager, respectively. Burke retains authority to assign from time to time such of its attorneys, paralegals and law clerks as may be necessary to perform any of the other services provided for in this Agreement. In the absence of the City Attorney, the Assistant City Attorney may act on behalf of the City Attorney.

The scope of Burke’s representation of the City as City Attorney shall include without limitation the following “Basic” and “Special” legal services:

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
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a. General Municipal Legal Services. These services are routine legal services that may be accomplished during office hours, or in preparation for a Council or Planning Commission meeting, or adequately addressed in a short phone conversation:

- Attend all regular and special meetings of the City Council and Planning Commission, and by special arrangement attend such other meetings of Related Entities as may be directed.
- Review agendas and staff reports for meetings of the City Council, Planning Commission and Related Entities of the City.
- Provide office hours at City Hall on days of the City Council and Planning Commission Meetings as requested.
- Review resolutions and ordinances initiated by the City.
- Preparation, review, and approval as to legal form consultant services agreements and similar form contracts and agreements for the City.
- Review and prepare advisory opinions regarding conflict of interest issues arising under California law and prepare advisory memoranda.
- Provide legal advice on Brown Act, California Public Records Act, and related municipal law issues.
- Update the City Manager and Council regarding new laws and regulations as are relevant to the operation of the City.
- Provide legal advice and opinions on all matters affecting the City, except when prevented from doing so by a conflict of interest.
- Respond to routine legal inquiries by the Council, City Manager, and Department Heads by telephone, e-mail or similar medium.

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
Page 3

b. Special Services. These services, which are to be pre-authorized by the City Manager or designee before work is undertaken, are legal services not defined as “Basic” legal services above. They include, but are not limited to:

- Preparation and review of complex legal documents related to complex land use entitlements processed by the City.
- Preparation of contracts, agreements and other documents between the City and other parties for public works or projects initiated by the City.
- Representation of the City in processing affordable housing applications and transactions related to affordable housing.
- Provide litigation services of all kinds to protect and advance the City’s interests.
- Provide advice and options regarding, and represent the City in all employment, disciplinary, labor and similar matters.
- Other duties as assigned by the City Manager or City Council.

c. Code Enforcement Services. Code enforcement services, whether advisory or litigation, are included as a separate category of work for purposes of the setting of fees pursuant to Section 5 hereof and must be pre-authorized by the City Manager or a designee before work may be undertaken.

2. Scope of Representation for the Related Entities. By this Agreement, Burke has undertaken responsibility to represent any and all Related Entities, if any, as their General Counsel. Gregory Murphy shall be designated as the General Counsel and Christina Burrows shall be designated as the Assistant General Counsel. Any change to the designation of the General Counsel or Assistant General Counsel shall require the written approval of the Chair or Executive Director of such Related Entity. Burke retains authority to assign from time to time such of its attorneys, paralegals and law clerks as may be necessary to perform any of the other services provided for in this Agreement. In the absence of the General Counsel, the Assistant General Counsel may act on behalf of the General Counsel.

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
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3. Training. Burke will make available at client's request both "building block" training sessions as well as individualized training sessions. Each session is conducted by an experienced attorney familiar with the subject matter.

a. Building Block Training. Each year Burke will provide Client with no-cost, on-request building block training. We provide the materials for the City to print in-house.. Each session is 2 hours and the size of the training class is unlimited. We provide the materials for the City to print in-house. Building block training includes AB 1234 training, focused training on the Brown Act, focused training on conflicts of interest, focused training on public ethics, Land Use 101 training, training on basic contract drafting and administration, training on public document retention and destruction, basic CEQA training, basic code enforcement training, and training on compliance with the California Public Records Act.

b. Individualized Training. Upon request Burke will prepare an individualized training program to suit your specific needs or to address a particular area of the law in which you require training outside of the "building block" training or an area of law into which you desire a depth of training not generally provided in the "building block" program. There is no obligation to the City to request such training. Burke will charge no more than \$2,000 per each 2 hour individualized training session. The cost includes all work related to preparation and presentation of the training. We will again provide the materials for the City to print in-house.

4. Client's Obligations. Client agrees to be truthful, to cooperate, and to keep Burke advised of information and developments pertaining to this engagement. Client also agrees to keep Burke informed of Client's current address and telephone number and to pay the fees, costs and other sums incurred when due.

5. Fees. Fees for this engagement are computed on an hourly basis in accordance with the rates assigned to the particular attorneys performing the work.

a. Initial Fee Schedule. The rates of the attorneys for this engagement will be as set forth on the attached Exhibit A.

b. Fee Increases. The firm's billing rates are subject to revision annually at the beginning of Client's fiscal year, starting July 1, 2022. Burke will annually notify Client no later than April whether a rate increase will be requested in that calendar year. Burke shall generally limit requests for increases to the Consumer Price Index for the prior 12 months, but may seek an increase of up to 5% in a calendar year

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
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if Burke has foregone a rate increase in previous years. No increase shall go into effect without Client's consent.

c. City Attorney Reviews. Client and the designated City Attorney shall conduct reviews of Burke's performance on an every-six-month basis for the first eighteen (18) months of Burke's representation of client. Such reviews shall include evaluation of Burke's work, effectiveness, efficiency, and the value provided to Client in light of Burke's fee structure. Subsequent to the first eighteen (18) months of the representation, performance reviews may be schedule by the City Council at its discretion.

d. Travel Time. Burke will not charge Client for City Attorney or Assistant City Attorney time spent traveling to or from City Hall or other locations as the City may direct. Travel time for other attorneys and special matters will be charged at the rate applicable to the matter as more fully set out in Exhibit A.

6. Costs. Burke will bill Client for authorized costs and expenses incurred in connection with this engagement as set forth in Burke's proposal dated December 9 2019. Client preauthorizes routine costs including postage, copying charges, and court, county, recording and other filing fees. In addition Client agrees to reimburse Burke for automobile mileage at the standard rate for business use as announced from time to time by the Internal Revenue Service to and from the City, or other locations as the City may direct from residence or office as the case may be, and as more fully detailed in Exhibit A. Reimbursement for mileage will not include miles accrued by the City Attorney or Assistant City Attorney. Burke will seek prior approval from the City Manager before incurring charges for courier services, facsimile, computer or on-line research, cost of producing and reproducing photographs, as well as non-routine costs and expenses to be incurred for or on-behalf Client that will be reimbursed to Burke, including but not limited to, expenses away from the office on Client's behalf, the actual cost of other travel, expert witness expenses, and similar expenses.

7. Billing. Burke's attorneys bill in 1/10<sup>th</sup> of one hour increments. The firm's billing cycle typically runs from the first day of the month to the last day of the month. The City and the Related Entities will each receive separate statements each month for services rendered and costs incurred during the immediately prior month. Bills are due and payable within thirty (30) days of presentation. Payment is not contingent upon any aspect of this engagement.

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
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8. Experts. Should Burke deem it necessary to engage an expert in any matter, Client will be directly responsible for the hiring and payment of all fees for such expert services. Burke will not undertake to engage any such expert without prior consultation with Client and then only with Client's consent.

9. Attorney's Lien. Client agrees that Burke may deduct all fees and costs not previously paid from any sums coming into Burke's possession by way of settlement, judgment, execution or otherwise.

10. Conflicts. The California Rules of Professional Conduct, as promulgated by the California State Bar, require that an attorney receive informed written consent from a client prior to undertaking work where there is a potential for conflicts between existing or future clients (Rule 1-7). Burke represents numerous cities, school districts and public agencies which from time to time may be adverse to Client. By signing below, Client represents that it is fully informed regarding the potential conflict of interests between it and existing and future clients of the firm, and it waives all rights regarding such conflicts and consents to the firm's representation in this regard. Client agrees that the City Manager may waive future conflicts when informed written consent is required and Burke provides sufficient information for such consent to be given.

11. Document Retention. Client is entitled upon written request to any files in our possession relating to the legal services performed by us for Client, excluding our internal accounting records and other documents not reasonably necessary to your representation, subject to our right to make copies of any files withdrawn by you. Once your matter is concluded, we will close your file, and you will receive notice thereof. Your physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. Thus, we recommend that you request the return of your file at the conclusion of your matter. Please be advised, that firm may, with prior notice to Client, to afford Client an opportunity to request any documents it may wish to preserve, destroy Client's files at three years after this matter is closed, unless other arrangements are made with Client, and Client hereby authorizes the firm to do so. Burke will maintain and not destroy any and all documents for which the City does not have a separate copy, and will work with Client to provide or preserve any documents that may be subject to the Public Records Act.

The firm and the Client agree that all Client-supplied materials and all attorney end product (referred to generally as "client material") are the property of the Client. The firm and the Client agree that attorney work product is the property of the firm. Attorney work product includes, for example, drafts, notes, internal memoranda and

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
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electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials. Final products of materials Client has requested may be retained and used by Client for its business related purposes.

12. Fee Disputes. If a dispute between Client and Burke arises over fees or other amounts charged to Client for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, Sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party in such arbitration attorney's fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

13. Termination of Representation. Client has the right to terminate Burke's services upon written notice at anytime. Burke also has the right to terminate this engagement to Client upon written notice in the event Client fails to make any payment when due, or to cooperate on a reasonable request, or in the event that Burke determines that to continue services to Client would be unethical, impractical, or improper.

14. Notices. Any notices required under this agreement shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended or if delivered at or sent by registered or certified mail, or overnight courier service with signature required from the receiving party, to the residential or business address of the party for whom intended, provided that notices to Client may be sent to Client's last known address as shown on Burke's records.

15. Miscellaneous. The effective date of this agreement shall be the date that this agreement is approved by the City Council. This agreement shall be governed by the laws of the State of California, without regard to the doctrine of conflicts of law. The terms of this engagement agreement are not set by law but are the result of negotiation between the parties. Client has the right to consult with another attorney regarding this agreement before signing it. This agreement constitutes the entire agreement between the parties.

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
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We are pleased that the City and the CRA have decided to retain our firm and we look forward to serving you. Please contact Gregory Murphy or the undersigned if, at any time, you have questions.

Very truly yours,

BURKE, WILLIAMS & SORENSEN, LLP



JOHN J. WELSH  
MANAGING PARTNER

I/we have read and understand the foregoing terms and provisions and agree to same as of \_\_\_\_\_, 2021.

CITY OF LAWNSDALE

By: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Robert Pullen-Miles, Mayor  
 Kevin Chun, City Manager  
 January 28, 2021  
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Exhibit A

Fees for General Municipal Legal Services:

For General Municipal Services to City and Related Entities, Burke will charge the rates identified below, in increments defined in Section 7 of the Agreement and subject to periodic adjustment as provided for in Section 5 of the Agreement.

City Attorney, Assistant City Attorney, Designated Deputy City Attorneys (up to 2)	\$250 per hour
Other Attorneys	\$280 per hour
Paralegals	\$120 per hour

The City Attorney and Assistant City Attorney will not bill for travel time or mileage to or from meetings at City Hall or other City Facilities. Other Burke attorneys will bill for mileage but not travel time.

Fees for Special Services:

For Special Services to City and Related Entities, Burke will charge the rates identified below, in increments defined in Section 7 of the Agreement and subject to periodic adjustment as provided for in Section 5 of the Agreement.

City Attorney, Assistant City Attorney, Designated Deputy City Attorneys (up to 2)	\$250 per hour
Partners	\$325 per hour
Associates	\$275 per hour
Paralegals	\$120 per hour

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
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The City Attorney and Assistant City Attorney will not bill for travel time or mileage to or from meetings at City Hall or other City Facilities. Other Burke attorneys working on non-litigation Special Services will bill for mileage but not travel time. Burke attorneys working on litigation matters will bill for mileage and travel time.

Fees for Code Enforcement Services

For Code Enforcement services to City, whether advisory or litigation, Burke will charge the rates identified below, in increments defined in Section 7 of the Agreement and subject to periodic adjustment as provided for in Section 5 of the Agreement.

Partners	\$260 per hour
Associates	\$240 per hour
Paralegals	\$120 per hour

The City Attorney and Assistant City Attorney will not bill for travel time or mileage to or from meetings at City Hall or other City Facilities. Other Burke attorneys working on non-litigation Code Enforcement matters will bill for mileage but not travel time. Burke attorneys working on litigation matters will bill for mileage and travel time.

Fees for Reimbursable Services

For work to be reimbursed to the City by a third party, including but not limited to review of land use approval documents and California Environmental Quality Act compliance documents, litigation matters involving development projects, and related entitlement matters, Burke will charge the rates identified below, in increments defined in Section 7 of the Agreement and subject to periodic adjustment as provided for in Section 5 of the Agreement.

Partners	\$375 per hour
Associates	\$325 per hour
Paralegals	\$120 per hour

Robert Pullen-Miles, Mayor  
Kevin Chun, City Manager  
January 28, 2021  
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The City Attorney and Assistant City Attorney will not bill for travel time or mileage to or from meetings at City Hall or other City Facilities. Other Burke attorneys working on reimbursable matters will bill for mileage and travel time.

Fees for Competitive Services

For work subject to competition with third party law firms due to its complexity or scope, should Burke decide to submit a proposal in the competition, Burke will charge the rates identified below, in increments defined in Section 7 of the Agreement and subject to periodic adjustment as provided for in Section 5 of the Agreement.

Partners	\$375-475 per hour
Associates	\$275-325 per hour
Paralegals	\$120 per hour

The City Attorney and Assistant City Attorney will not bill for travel time or mileage to or from meetings at City Hall or other City Facilities. Other Burke attorneys working on competitive services matters will bill for mileage and travel time.

JJW



**CITY OF LAWDALE**  
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: February 1, 2021  
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.



**CITY OF LAWNDALE**  
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: February 1, 2020  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*  
SUBJECT: Public Employee Performance Evaluation – City Manager

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