



CITY OF LAWDALE

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

AGENDA
LAWDALE CITY COUNCIL REGULAR MEETING
Monday, April 19, 2021 - 6:30 p.m.
Lawndale City Hall Council Chamber
14717 Burin Avenue

*** COVID-19 NOTICE ***

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. 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. **PRESENTATION**
 - 1. **Government Finance Officers Association – Certificate of Achievement for Excellence in Financial Reporting**
- D. **PUBLIC SAFETY REPORT**
- E. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- F. **COMMENTS FROM COUNCIL**
- G. **CONSENT CALENDAR**

Items 2 through 7, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

2. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
3. **Parks, Recreation and Social Services Commission (PRSSC) Fireworks Stand Location**
Recommendation: that the City Council receive and file this report announcing the location of the 2021 PRSSC Fireworks Fundraising Program as the Lawndale Performing Arts Center Parking Lot located on the campus of Lawndale High School at 14901 S. Inglewood Ave.
4. **Contract Services Agreement for Cable Television Consultation and Technical Support Services**
Recommendation: that the City Council (a) approve and authorize the City Manager to execute the attached contract services agreement with Darren P. Doerschel, Systems Integration Consultant, for cable television consulting and technical support services for an amount not to exceed \$34,200, in a form approved by the City Attorney; and (b) direct the Director of Finance/City Treasurer to transfer budget salary savings in the General Fund Cable Television budget to contract services in the same budget.
5. **Quarterly Investment Report for the Quarter ended March 31, 2021**
Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended March 31, 2021.
6. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2104-018, authorizing the payment of certain claims and demands in the amount of \$1,606,458.21.
7. **Minutes of the Lawndale City Council Regular Meeting – April 5, 2021**
Recommendation: that the City Council approve.

H. ADMINISTRATION

8. **South Bay Workforce Investment Board (SBWIB) Appointment to the Lawndale Business Private Sector Seat**
Recommendation: that the City Council (a) review the submitted information from Mr. Roderick D. Edison, as supported by the SBWIB; (b) re-affirm the SBWIB 's nomination of Mr. Roderick D. Edison as the City of Lawndale' s SBWIB representative on the Business Private Sector seat, filling the remaining term from July 1, 2020 to June 30, 2024, and direct staff to provide that name to the SBWIB for the Inglewood Chamber of Commerce's final approval; **or** (c) Direct staff to open up nominations for additional applications including advertising the opening on the City's website and social media platforms; and (d) bring the nomination applications to an upcoming City Council meeting and provide direction to staff to provide a name to the SBWIB for the Inglewood Chamber of Commerce's final approval, to fill the upcoming vacancy on the City of

Lawndale's SBWIB Business Private Sector seat, filling the remaining term of July 1, 2020 to June 30, 2024.

9. Award of Citywide Information Technology Services Contract

Recommendation: that the City Council approve the Contract Services Agreement for Information Technology Services with Bericom IT & Design for a three year period beginning July 1, 2021, renewable for an additional (2) one-year periods, for an annual amount not to exceed \$142,800, including annual Consumer Price Index Increases in years 2 through 5 of the contract and subject to annual budget availability.

10. Amendment to Section 8.12.120 of Chapter 8.12 of the Lawndale Municipal Code Pertaining to Illegal Fireworks Violations (1st Reading)

Recommendation: that the City Council introduce and approve the first reading of Ordinance No. 1180-2, amending Section 8.12.120 of Chapter 8.12 of the Lawndale Municipal Code pertaining to illegal fireworks violations

I. CITY MANAGER'S REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

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

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, May 3, 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 April 19, 2021 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Lawndale
California**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

Christopher P. Morill

Executive Director/CEO



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

9/24/2020

Marla Pendleton
Director of Finance / Treasurer
City of Lawndale, California

Dear Ms. Pendleton:

Congratulations!

We are pleased to notify you that your CAFR for the fiscal year ended June 30, 2019 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2020 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent CAFR. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). If receiving a plaque, it should arrive in approximately ten weeks; if receiving a medallion, it should arrive in approximately two weeks.

As an award-winning government, we would like to invite one or more appropriate members of your CAFR team to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own comprehensive annual financial reports; achieve professional recognition; and provide valuable input that helps other local

governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.


Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive style with a large initial "M".

Michele Mark Levine
Director, Technical Services



CITY OF LAWNDALE
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
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DATE: April 19, 2021
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk 
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

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

RECOMMENDATION

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



CITY OF LAWNDALE

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April 19, 2021

TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *[Signature]*
PREPARED BY: Mike Estes, Director of Community Services *(ME)*
SUBJECT: Parks, Recreation and Social Services Commission Fireworks Stand Location

BACKGROUND

Each year since 2005, with the exception of 2016, 2017, 2018 and 2020, the Parks, Recreation and Social Services Commission (PRSSC) has undertaken an annual fund-raising effort by volunteering to operate a fireworks sales stand. With the exception of 2019, the PRSSC has used the formerly City-owned property located at 15801 Hawthorne Boulevard (southwest corner of Hawthorne and Manhattan Beach Boulevards).

STAFF REVIEW

In February 2021, the City distributed a Request for Proposal (RFP) to the only two licensed pyrotechnic vendors in California – TNT Fireworks and Phantom Fireworks. The main purpose of the RFP was to solicit available properties in Lawndale for the PRSSC Fireworks stand in 2021. As a result, the City did not receive any RFP responses due to the fact that there are no available properties in Lawndale that have proven to be successful in terms of sales in the past. In addition, the most successful and desirable properties in Lawndale are under multiple-year agreements and are not available to the City at this time.

Knowing that this was a possibility when the RFP was sent out, City staff has been communicating with the Centinela Valley Union High School District (CVUHSD) about potentially using the Performing Arts Center Parking Lot located on the Lawndale High School campus. Although the City has had previous discussions with CVUHSD about using that property in years past, CVUHSD is offering the City a “community” rate at a much lesser cost to the City than the rate offered in the past.

At this time the City has no confirmation what percentage of the rate will be paid by the City’s vendor of choice, TNT Fireworks, and the PRSSC for the community rate being offered by CVUHSD. However, it is suspected that the rate may be a 50-50 split for each hour the property is being used while the fireworks stand is open for business.

The Lawndale Municipal Code (LMC) Section 8.12.060 (E), Conditional award by city council, states the following as it pertains to the selection of a property by the PRSSC:

E. “In addition to the eight fireworks booths authorized pursuant to this section, the parks, recreation and social services commission for the city of Lawndale is authorized to operate a ninth booth. The city

City Council Meeting – April 19, 2021
Parks, Recreation and Social Services Commission Fireworks Stand Location

council shall announce the location of this ninth booth no later than the second council meeting in April.”
(Ord. 974-06 §§ 1, 2; Ord. 957-05 § 1)

COMMISSION REVIEW

The PRSSC discussed CVUHSD’s proposal offering a community rate to the City at its April 12th, 2021, regularly scheduled meeting. After various discussions by the members, the PRSSC determined by a vote of 4-0 that the Lawndale Performing Arts Center Parking Lot located at 14901 S. Inglewood Avenue will be used as the PRSSC fireworks stand location for its fireworks sales stand fundraising program beginning June 28, 2021, at 12:00 p.m. through July 4, 2021 at 11:59 p.m.

In addition, the PRSSC selected TNT Fireworks as opposed to Phantom Fireworks as the vendor for the 2021 PRSSC Fireworks Stand Fundraising Program based on the following support: 1) TNT Fireworks pricing for common items offered by both vendors is approximately 29% lower than Phantom Fireworks, 2) TNT Fireworks has had a long-lasting presence in Lawndale and services a vast majority of eligible entities with fireworks permits issued by the City; 3) TNT Fireworks has superior customer service, more responsive re-order policies and faster delivery of such; and 4) TNT Fireworks has superior marketing materials and volunteer training programs as compared to Phantom Fireworks.

LEGAL REVIEW

None.

FISCAL IMPACT

There will be no immediate financial impact to the City. However, once property costs and the number of hours the stand will be operational in 2021 has been determined, the City may be responsible for a share in the property costs. In addition, once a contract has been agreed upon and approved by the City Council at a future meeting, any shared property costs, product costs and other miscellaneous costs will be deducted from the City’s proceeds for the sale of fireworks that take place at the PRSSC fireworks stand in June and July, 2021

RECOMMENDATION

Staff recommends that the City Council receive and file this report announcing the location of the 2021 PRSSC Fireworks Fundraising Program as the Lawndale Performing Arts Center Parking Lot located on the campus of Lawndale High School at 14901 S. Inglewood Avenue.

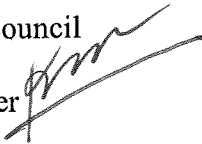




CITY OF LAWDALE


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DATE: April 19, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Raylette Felton, Assistant to the City Manager/Human Resources Director 
Marla L. Pendleton, Director of Finance/City Treasurer  CPA

SUBJECT: **Approval of Contract Services Agreement for Cable Television Consultation and Technical Support Services** 

BACKGROUND

Beginning in 2016, the Lawndale City Council approved several projects to upgrade and replace the City's government access television audio and video programming systems and equipment in response to advancements in technology and failing electronic elements. In efforts to ensure the City's systems are maintained and functional, staff recommends the approval of an agreement with a video systems integration consultant to provide operational and technical support services.

STAFF REVIEW

Darren Doerschel is an expert in Public, Education, and Government (PEG) access video systems integration and equipment. Mr. Doerschel is very familiar with the City's current operations and broadcast equipment since the City selected Mr. Doerschel to work with staff to plan, develop, design, manage and implement the City's systems upgrades and replacement projects, to include: the City Council Chamber Control Room upgrades in 2017 and the replacement of the City's Video Production Van in 2018.

Mr. Doerschel's knowledge, experience and technical expertise will be essential to the ongoing success of the City's cable television systems and allow for uninterrupted and continuous broadcast operations and programming. As needed, Mr. Doerschel will provide technical guidance, maintenance support, troubleshooting, training and recommendations regarding the City's audio and video programming systems, operations, equipment and facilities.

LEGAL REVIEW

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

FISCAL IMPACT

Salary savings related to the vacancy of the Cable Television Supervisor position will cover the anticipated contract costs not to exceed \$34,200 in the current fiscal year. The below General Fund

City Council Meeting – April 19, 2021
Cable TV Consultation and Technical Support

budget adjustment is required to properly classify available appropriations with no effect to General Fund appropriations:

Decrease Appropriations:		
100-170-501.100	GF Cable Television - Salaries Full Time	\$ 34,200
Increase Appropriations:		
100-170-530.100	GF Cable Television – Contract Services	<u>\$ 34,200</u>
	Net Change	<u>\$ -0-</u>

RECOMMENDATION

Staff recommends that the City Council:

1. Approve and authorize the City Manager to execute the attached contract service agreement with Darren P. Doerschel, Systems Integration Consultant, for cable television consulting and technical support services for an amount not to exceed \$34,200, in a form approved by the City Attorney.
2. Direct the Director of Finance/City Treasurer to transfer budget salary savings in the General Fund Cable Television budget to contract services in the same budget.

Attachment: Contract Service Agreement with Darren P. Doerschel, Systems Integration Consultant.

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
CABLE TV CONSULTATION AND TECHNICAL SUPPORT

This Contract Services Agreement (“Agreement”) is made and entered into this 19th day of April, 2021, by and between the City of Lawnsdale, a municipal corporation (“City”), and Darren P. Doerschel, Systems Integration Consultant, a Sole Proprietor (“Consultant”).

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. Consultant will perform the work or services set forth in the “Scope of Services” attached as *Exhibit “A”* and incorporated herein by reference in compliance with all of the terms and conditions of this Agreement. Consultant warrants that all work or services will be performed in a competent, professional, and satisfactory manner. Additional terms and conditions of this Agreement, if any, are set forth in the “Special Requirements” attached 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 *Exhibit “B”* will govern.

1.2 Compliance With Law. All work and services rendered under this Agreement will be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant will obtain, at its sole cost and expense, all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the “Schedule of Compensation” attached as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of thirty-four thousand and two hundred dollars (\$34,200) (“Contract Sum”).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant will be paid upon receipt and verification of invoices for services rendered by Consultant to the City. Invoices shall be submitted to the Administrative Services Department in a form satisfactory to the Finance Department.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Darren P. Doerschel is designated as the Consultant’s representative authorized to act on its behalf with respect to this Agreement and to

make all decisions necessary in connection with this Agreement. Consultant may designate a substitute representative by providing written notice to City's Contract Officer.

3.2 Contract Officer. The City's City Manager is designated as the City's representative authorized to act on its behalf with respect to this Agreement and to make all decisions in connection this Agreement ("Contract Officer"). The City may designate a substitute Contract Officer by providing written notice to Consultant.

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

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

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant 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 \$1,000,000.00 per accident for all covered

losses. However, this requirement will not apply if Consultant has no employees and Consultant provides the letter signed under penalty of perjury as described in Section 1.2.

(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's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement will 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 4.1.

4.2 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 agrees to indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

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

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on April 19, 2021 and continue in full force and effect until termination by either party.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction.

6.0 MISCELLANEOUS

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

6.2 Non-liability of City Officers and Employees. No officer, employee, or agent of the City will be personally liable to the Consultant, or any successor in interest, in the

event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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

CITY:
City of Lawndale,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONSULTANT:
Darren P. Doerschel, Systems Integration
Consultant, a sole proprietor

By: _____
Darren P. Doerschel

Address: 2307 32nd Street, #3
Santa Monica, CA 90405

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide maintenance, systems design services, troubleshooting, installation, and general technical support for the City's Cable TV and City Council Chamber systems, equipment and facilities as needed, and as requested by the Administrative Services Department Director or City Manager.

Consultant shall review and provide maintenance, support, training, advisement and/or recommendations regarding the City's Cable TV and City Council Chamber systems and operations, to include, but not limited to: On-Air Playback Automation System; Camera Control and Robotics System; Graphics and Character Generator System; Video Production Switcher; Sound Reinforcement System; AV Control System; Video and Audio Routing Systems; Distribution and Monitoring Systems; Post-Production Systems; Mobile Video Production Van/Truck; On-air Master Control Systems; Playback Operations; any other general TV Production and operational subsystems.

Consultants tasks shall include:

- Recommend objectives and training tasks to be performed offsite and onsite with City designated staff
- Assess and evaluate current operational needs and discuss basis for improvements
- Review and Troubleshoot issues related to any and all technical systems related to TV Production Operations or TV Station related work tasks
- Develop any required training objectives and/or a list of tasks as a part of any training sessions
- Evaluate identified functional performance issues related to AV or TV Production workflows
- Provide technical support and offsite assistance by phone when necessary
- Assist City with contacting manufacturers or Warranty Servicicers as needed
- Report on completed tasks, training performed or recommendations after troubleshooting

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 4.1 (b) – Workers' Compensation Insurance – This requirement shall not apply if Consultant has no employees and Consultant provides the letter signed under penalty of perjury confirming that s/he has no employees in lieu of Worker's Compensation Insurance and agreeing to indemnify the City and its parties against any claims relating to Consultant's failure to maintain Worker's Compensation Insurance.

Section 4.1 (c) – Automotive Insurance – A policy of comprehensive automobile liability insurance written on a per occurrence basis shall not be required as Consultant is not required to use an automobile in connection with the services hereunder. However, Consultant understands that automobile insurance and/or financial responsibility is required on any vehicle operated or parked on California roadways. Consultant agrees that s/he will carry evidence of automobile insurance and/or financial responsibility in her/his vehicle at all times and that proof of same must be provided as specified: when requested by law enforcement; when renewing vehicle registration; when the vehicle is involved in a traffic collision. Accordingly, Consultant agrees that if s/he will be driving a vehicle to commute to the classes provided pursuant to the Agreement or other activities in connection therewith, Consultant shall comply with the following:

- Minimum liability insurance requirements for private passenger vehicles (per California Insurance Code Section 11580.1b):
 - \$15,000 for injury/death to one person;
 - \$30,000 for injury/death to more than one person; and
 - \$5,000 for damage to property.
- Liability insurance compensates a person other than the policy holder for personal injury or property damage. Comprehensive or collision insurance does not meet vehicle financial responsibility requirements. The following are acceptable types of insurance/financial responsibility:
 - A motor vehicle liability insurance policy;
 - A cash deposit of \$35,000 with DMV;
 - A DMV issued self-insurance certificate; or
 - A surety bond for \$35,000 from a company licensed to do business in California.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Darren Doerschel, Systems Integration Consultant, shall be paid at an hourly rate of \$95 (ninety five dollars) in connection with the services provided pursuant to the terms of this Agreement.

The City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, of one hour and may not seek reimbursement for mileage or other out of pocket costs. Consultant shall not be paid for travel to and from the worksite.

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, 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.

December 9th, 2020

To: Tom Strickfaden
Cable TV Supervisor
Lawndale Government Access Station, CityTV
Re: Proposal for periodic Cable TV General Operations Consultation and Technical Support

Mr. Strickfaden:

Thank you for allowing me the opportunity to provide you with this proposal. It is my understanding that the City is need of continued operational and technical support related to the newly installed AV Systems and TV Systems supporting the Council Chamber operations as well as the general TV Production, Post-Production and Mobile Production Facilities and operations.

Besides as-needed technical assistance and consultation, monthly onsite visits to meet and review updates to the operation and maintenance support are an aspect of the Scope of Services described below.

Proposal

The following services to be provided are based on estimated hourly onsite or offsite consulting hours based on the City's need for any maintenance, design services, installation, troubleshooting and any general Municipal Government TV Station consultations.

The major systems to be reviewed and targeted for operational training or maintenance support include the On-Air Playback Automation System, the Camera Control and Robotics System, the Graphics and Character Generator System, the Video Production Switcher, the Sound Reinforcement System, the AV Control System, the Video and Audio Routing Systems, the Distribution and Monitoring Systems, Post-Production Systems, Mobile Production Truck, On-air Master Control Systems, Playback Operations and general TV Production advisement and recommendations and any other operational or technically related subsystems.

Proposed Tasks

Recommended objectives and training tasked to be performed offsite and onsite with City designated staff include:

- Assess and Evaluate current operational needs and discuss basis for improvements
- Review and Troubleshoot issues related to any and all technical systems related to TV Production Operations or TV Station related work tasks
- Develop any required training objectives and/or a list of tasks as a part of any training sessions
- Evaluate identified functional performance issues related to AV or TV Production workflows
- Provide technical support and offsite assistance by phone when necessary
- Assist City with contacting manufacturers or Warranty Servicers as needed
- Report on completed tasks, training performed or recommendations after troubleshooting

Darren P. Doerschel, Systems Integration Consultant
2307 32nd Street #3 Santa Monica, CA 90405

VOICE: 310.350.8399
EMAIL: sdoerschel@socal.rr.com

Consultant Cost Estimates

Description of Services on Quarterly Basis	Monthly Units	Annual Units
Monthly General Consultation Meeting, Assessment, Training, Maintenance Support and related onsite requirements	10 hours	120 hours
Onsite/Offsite As-Needed Tasks, Repair or Phone Support (Floating hours)	5 hours	60 hours
Totals		180 hours
Total Estimated Range for 2 Years		360 hours
Annual Cost at 95/hr.		\$17,100
Total 2-year Cost		\$34,200

These are only estimates based on the current understanding of the City's needs. The cost proposal includes estimated hours to complete various tasks listed, however no minimum hours will be billed to the City if no hours are used or requested by the City throughout the year.

Please contact me with any changes you wish to make regarding this proposal. Thank you for the opportunity, I look forward to assisting the City of Lawndale on support of the ongoing success of their Government Access Channel and TV Station Operations on as-needed basis.

Sincerely,

Darren P. Doerschel
Systems Integration Consultant
 310.350.8399
 2307 32nd Street #3
 Santa Monica CA 90405

▷ Darren P. Doerschel - TV and AV Systems Integration Design and Engineering Consultant

With over 30 years of experience with TV Stations, municipalities and school districts in the design, installation, oversight, operation and project management of newly developed television production and AV facilities and technologies, Mr. Doerschel has been a TV Production and AV technical consultant responsible for many of the Los Angeles area's most notable installation projects for some of the largest municipalities in California. He has also successfully provided consultation and system integration designs for many of the private and public colleges and school districts in southern California as well as providing troubleshooting services and maintenance of both TV and AV technical facilities and systems.

Most recently Mr. Doerschel has provided consulting services, general technical advisement and/or systems design and integration for several municipalities, colleges and television production entities including:

- LA County—Design Consulting, Design Engineering and Project Management of Video Control Rooms, Video Conferencing solutions, "On-Air" Master Control System, AV Presentation Systems of Press Room, Board Chambers and several areas in the Hall of Administration Building
- Beverly Hills School District— District Representative (owners rep), AV Design Engineering and Consulting, Construction Trade, Low-voltage design and installation oversight, Project Planning, Assess/Feasibility Analysis
- City of Santa Monica—Building Technology Infrastructure Design, Systems Design Engineering, Master Specifications and Project Management of a \$5 million TV Production Studio Facilities, Council Control Room, Television Mobile Production Truck, Library AV Technical Systems
- City of Long Beach—2019 TV and AV Design Consulting on \$533 million new City Hall, City Library and Port Authority Building, Master Specification Development; including Rebuild and Repair of TV Master Control Room, Multi-Channel Fiber Distribution Systems, design and installation of Studio Control Room, Closed-Captioning, Web-streaming, Skype & SAP Systems
- Anaheim Union High School District—Design, Project Management and Commissioning of District Modernization Effort to rebuild Audio Reinforcement and Theatre Audio System for the Kennedy Center for the Performing Arts
- City of LA—Consultation, Systems Coordination of a new Council Chambers Technology and Production Control Rooms, Commission site upgrades, Closed Caption and Streaming Technology; build out of TV Flight Packs
- Ventura County—Design Engineering and Consulting, Project Planning, Assessment and Feasibility Analysis on BOS TV and AV Technology upgrades including various HOA Board Chambers

Current and past projects with other Municipalities, Media Companies and Learning institutions include:



- City of Santa Clarita, KVCR-PBS, City of Pacific Grove, NBC, Rose Bowl, LAFC, UCLA, USC, Torrance Police Department, AQMD, El Camino College, City of Irvine, Columbia College of Hollywood, City of Santa Barbara, City of Calabasas, City of Hawthorne, City of Lawndale, Golden West College, Tustin High School, Cathedral City High School, City of Moorpark, City of Simi Valley, City of Beverly Hills, Palos Verdes Estates, City of Orange, Anaheim Unified School District, Davis Media Corporation and Culver City (more upon request).

Mr. Doerschel provides expertise in many other areas of technology implementation projects including project oversight auditing of production service providers, oversight of technical trades during construction, project management services, assessment and evaluation of production processes, workflow analysis, technical feasibility studies, studio and theatre lighting design, AutoCAD design, troubleshooting and maintenance of all broadcast and AV equipment, AV infrastructures and TV production system design, creation of RFP's, comprehensive oversight of competitive bid process and document creation, equipment list build and other bid documents; user and engineering training, project coordination of related technical fields, system integrators, installers and performed project close out procedures and tasks.



CITY OF LAWDALE

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

DATE: April 19, 2021
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager 
PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/ City Treasurer 
SUBJECT: Quarterly Investment Report for the Quarter Ended March 31, 2021

BACKGROUND

The attached Quarterly Investment Report for the quarter ended March 31, 2021 is provided to City Council per the City of Lawndale's Investment Policy and State of California's Government Code Section 53646.

STAFF REVIEW

As of March 31, 2021, the City had total cash and invested funds (cost basis) of \$27,126,537 plus \$825,675 held with a trustee from the Lawndale Redevelopment Agency's Tax Allocation Bond 2009 issue, \$805,504 maintained in two retirement enhancement plans, and \$1,150 in petty cash.

Federal Reserve interest rates continue to range from 0-.25%. Since March 15, 2020, the City's long-term US Government Agency Securities portfolio and medium-term investments have been called due to the decline in interest rates, which have significantly depleted our investment portfolio. Rather than reinvesting and locking in low rates, 68% of our funds are held in the Local Agency Investment Fund (LAIF), which has generated higher yields; however, LAIF rates are also declining. LAIF's quarter-to-date rates are down 0.11% from 0.52% for the quarter-ending December 3, 2020 to 0.41% for the quarter ending March 31, 2021. During the past quarter, the liquidity of our portfolio has increased 2.3%, from 84.0% to 86.3%, in on-demand accounts. The remainder of the portfolio includes 3.6% short-term (maturing in less than one year), 5.5% medium-term (one to three years maturity) and 4.6% long-term (maturing from three to five years) investments.



**CITY OF LAWDALE
INVESTMENT REPORT
Summary of Investments
For Quarter Ended March 31, 2021**

	<u>Adjusted Cost Basis</u>	<u>Category Total</u>	<u>Percent of Portfolio</u>
<u>On Call Deposits</u>			
Checking Accounts	4,958,582		
LAIF State Pool	<u>18,450,955</u>	23,409,537	86.30%
<u>Short-Term Investments (1 Year or Less)</u>			
Time Deposits FDIC Insured	<u>990,000</u>	990,000	3.65%
<u>Medium-Term Investments (1 to 3 Years)</u>			
Time Deposits FDIC Insured	<u>1,484,000</u>	1,484,000	5.47%
<u>Long-Term Investments (3 to 5 Years)</u>			
Time Deposits FDIC Insured	1,243,000		
US Government Agency Securities	<u>0</u>	1,243,000	4.58%
Total Cash and Investments		<u>27,126,537</u>	100.00%

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff recommends that the City Council receive and file the Quarterly Investment Report for the quarter ended March 31, 2021.

Attachment: Quarterly Investment Report for the quarter ended March 31, 2021.



CITY OF LAWNDALE
DETAIL OF INVESTMENTS
 For Quarter Ended March 31, 2021

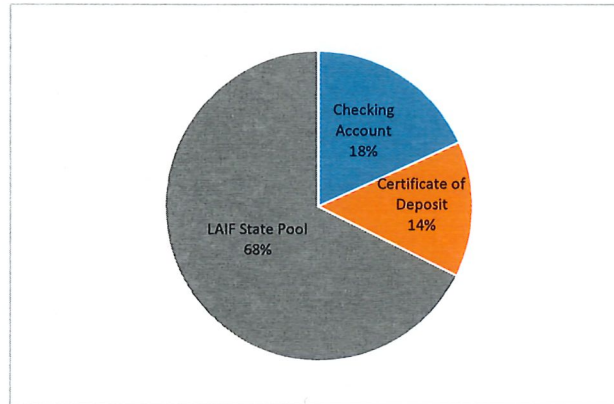
	Par Value	Coupon Rate	Moody's/ S&P Rating	Purchase Date	Maturity/ Called Date	Days to Maturity	Yield to Maturity	Cost Basis	Category total	(memo only) Market Value
On Call Deposits										
Checking Account- Wells Fargo	4,918,598	N/A	N/A		Demand	1	None	4,918,598		4,918,598
Municipal Investment Account - US Bank	39,984	N/A	N/A		Demand	1	None	39,984		39,984
Local Agency Investment Fund- City of Lawndale	18,449,506	N/A	N/A		Demand	1	0.46%	18,449,506		18,449,506
Local Agency Investment Fund- Lawndale Housing Authority	1,449	N/A	N/A		Demand	1	0.46%	1,449		1,449
On Call Deposits	23,409,537								23,409,537	
Short-Term Investments (1 Year or Less)										
<i>Time Deposits:</i>										
Ally Bank Utah	247,000	2.10%	FDIC	7/19	7/12/2021	103	2.10%	247,000		250,006
TIAA Bank Jacksonville	247,000	2.05%	FDIC	7/19	7/12/2021	103	2.05%	247,000		249,933
Discover Bank	248,000	1.50%	FDIC	8/16	8/10/2021	132	1.50%	248,000		250,431
Private Bank & Trust Co	248,000	1.50%	FDIC	9/16	8/30/2021	152	1.50%	248,000		250,549
Short-Term Investments (1 Year or Less)	990,000								990,000	1,000,919
Medium-Term Investments (1 to 3 Years)										
<i>Time Deposits:</i>										
Sallie Mae Bank Sall Lake	247,000	2.20%	FDIC	7/19	7/15/2022	461	2.20%	247,000		255,181
Goldman Sachs Bank	247,000	2.10%	FDIC	7/19	7/11/2022	467	2.10%	247,000		254,872
First Source Bank	247,000	2.00%	FDIC	7/19	9/12/2022	530	2.00%	247,000		255,265
Enerbank USA	247,000	1.80%	FDIC	9/19	3/13/2023	712	1.80%	247,000		256,267
Morgan Stanley Bank NA	247,000	2.20%	FDIC	7/19	7/11/2023	832	2.20%	247,000		259,976
Century Next Bank	249,000	2.00%	FDIC	7/19	7/17/2023	888	2.00%	249,000		260,853
Medium-Term Investments (1 - 3 Years)	1,484,000								1,484,000	1,542,415
Long-Term Investments (3 to 5 Years)										
<i>Time Deposits:</i>										
Morgan Stanley Private Bank	247,000	2.30%	FDIC	7/19	7/11/2024	1,198	2.30%	247,000		265,087
Merrick Bank	249,000	2.10%	FDIC	7/19	7/12/2024	1,199	2.10%	249,000		265,462
Commercial Bank Harrogate Tenn	249,000	2.00%	FDIC	7/19	7/15/2024	1,202	2.00%	249,000		264,603
Washington Federal	249,000	1.95%	FDIC	8/19	8/28/2024	1,246	1.95%	249,000		264,567
First Bank Puerto Rico	249,000	1.90%	FDIC	9/19	9/16/2024	1,255	1.90%	249,000		264,190
	1,243,000									1,323,909
Long-Term Investments (3 to 5 Years)	1,243,000								1,243,000	1,323,909
Total Cash and Investments	27,126,537								27,126,537	27,276,779



CITY OF LAWDALE
INVESTMENT REPORT
 Portfolio Statistics
 For Quarter Ended March 31, 2021

Portfolio Composition

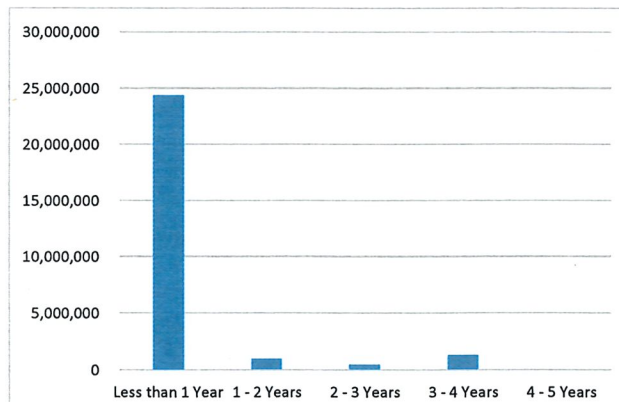
<u>Investment Type</u>	<u>Market Value</u>
Checking Account	4,958,582
Certificate of Deposit	3,867,242
LAIF State Pool	18,450,955
TOTAL	27,276,779



Portfolio Liquidity

<u>Aging Interval *</u>	<u>PAR Value</u>
Less than 1 Year	24,399,537
1 - 2 Years	988,000
2 - 3 Years	496,000
3 - 4 Years	1,323,909
4 - 5 Years	-
TOTAL	27,207,445

* Age to maturity; doesn't include call date.



RESOLUTION NO. CC-2104-018

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$1,606,458.21**

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

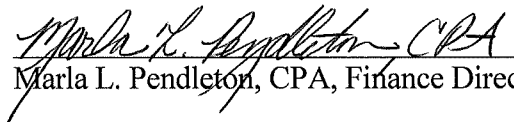
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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 201071 through 201125 for the aggregate total of \$1,606,458.21 are hereby authorized.

Effective Date: April 19th, 2021

Certified by:


Marla L. Pendleton, CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 19th day of April, 2021.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2104-018 at a regular meeting of said Council held on the 19th day of April, 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
4/1/2021		201071	201091	1,046,294.90
4/8/2021		201092	201125	560,163.31
Total Checks				1,606,458.21

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00

Total Audited Claims and Demands Paid 1,606,458.21

Check Register Report

Date: 04/01/2021
 Time: 10:20 am
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
201071	04/01/2021	Printed		7263	ACCOUNTING PRINCIPALS INC	TEMP SVCS W/E 3-21-21	1,124.16
201072	04/01/2021	Printed		0472	AMERINAT	MONTHLY SERVICE FEES	8.50
201073	04/01/2021	Printed		7520	BEST LUBE AND TUBE PLUS	OIL CHANGE	45.19
201074	04/01/2021	Printed		0163	CAPITAL OF SOUTH BAY INC.	LIGHT FIXTURE	87.04
201075	04/01/2021	Printed		7223	CHRISTINA CARROLL	PRSSC MEETING STIPEND	50.00
201076	04/01/2021	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL TIMING	1,838.11
201077	04/01/2021	Printed		4241	CSMFO	2021 CSMFO MEMBERSHIP DUES	110.00
201078	04/01/2021	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	85.69
201079	04/01/2021	Printed		7228	GARDENA AUTO BODY PLUS	TUNE-UP & SENSOR REPAIR	446.65
201080	04/01/2021	Printed		7760	DAVID GLASS	PRSSC MEETING STIPEND	50.00
201081	04/01/2021	Printed		7763	JAMIE LOPEZ	PLANNING DEPOSIT REFUND	1,084.11
201082	04/01/2021	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY	1,032,905.08
201083	04/01/2021	Printed		7308	JESSICA MARTINEZ	PRSSC MEETING STIPEND	50.00
201084	04/01/2021	Printed		2984	MEDIA CONTROL SYSTEMS	TIGHTROPE ANNL SOFTWARE MAINT	2,800.00
201085	04/01/2021	Printed		7762	SONIA PULLIAM	PLANNING DEPOSIT REFUND	423.99
201086	04/01/2021	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	7.48
201087	04/01/2021	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	256.58
201088	04/01/2021	Printed		4142	TIME WARNER CABLE	INTERNET SERVICES-3/20-4/19/21	1,938.41
201089	04/01/2021	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	2,903.93
201090	04/01/2021	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	29.98
201091	04/01/2021	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
Total Checks: 21						Checks Total (excluding void checks):	1,046,294.90
Total Payments: 21						Bank Total (excluding void checks):	1,046,294.90
Total Payments: 21						Grand Total (excluding void checks):	1,046,294.90

Check Register Report

Date: 04/08/2021
 Time: 1:06 pm
 Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
201092	04/08/2021	Printed		7263	ACCOUNTING PRINCIPALS INC	TEMP SVCS W/E DATE 4/1/21	1,826.77
201093	04/08/2021	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	PEST CONTROL SERVICES	1,155.00
201094	04/08/2021	Printed		0613	BERICOM IT & DESIGN	INFORMATION AND TECH SERVICES	11,902.00
201095	04/08/2021	Printed		2829	BEKIM BERISHA	REIMBURSEMENT FOR SOFTWARE	350.00
201096	04/08/2021	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES	20,181.00
201097	04/08/2021	Printed		6459	CASC ENGINEERING & CONSULTING	SOLID WASTE MANAGEMENT CONSULT	870.00
201098	04/08/2021	Printed		7765	COBURN ROOFING CO	CDDP DEPOSIT REFUND	240.00
201099	04/08/2021	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES	45,404.40
201100	04/08/2021	Printed		7595	DBX, INC.	TRAFFIC SIGNAL INSTALLATION/MO	375,011.88
201101	04/08/2021	Printed		0217	DEPT OF ANIMAL CARE & CONTROL	ANIMAL CARE/CONTROL SERVICES	343.90
201102	04/08/2021	Printed		7666	DOGS FOR LAW ENFORCEMENT	COUNCILMEMBER DONATION	50.00
201103	04/08/2021	Printed		7761	GOVINVEST INC	Pension Module - Annual Fee	5,500.00
201104	04/08/2021	Printed		6051	INFANTE BROS LAWNMOVER SHOP	TOOL REPAIR	550.60
201105	04/08/2021	Printed		2773	L. A. CNTY DEPT PUBLIC WORKS	TRAFFIC SIGNAL ACCIDENT REPAIR	8,716.17
201106	04/08/2021	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
201107	04/08/2021	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING SERVICES	3,187.50
201108	04/08/2021	Printed		5560	MITSUBISHI ELECTRIC & ELECT, I	ELEVATOR MAINTENANCE SERVICE	616.46
201109	04/08/2021	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR	70.00
201110	04/08/2021	Printed		6975	PRECISION CONSTRUCTION & PAINT	CDDP DEPOSIT REFUND	3,700.00
201111	04/08/2021	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	100.00
201112	04/08/2021	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	212.70
201113	04/08/2021	Printed		5229	REGISTRAR RECORDER COUNTY CLRK	NOV. 3, 2020 PRESIDENTIAL	49,065.99
201114	04/08/2021	Printed		5895	RICOH USA INC	COPIER LEASE AND USAGE	2,196.00
201115	04/08/2021	Printed		6499	RJS CONSTRUCTION SUPPLIES	IRRIGATION REPAIR SUPPLIES	33.06
201116	04/08/2021	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	100.00
201117	04/08/2021	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	100.00
201118	04/08/2021	Printed		4533	SOUTH BAY LANDSCAPING INC	EMERGENCY IRRIGATION REPAIR	6,668.00
201119	04/08/2021	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	18,673.14
201120	04/08/2021	Printed		0462	TODD PIPE & SUPPLY-HAWTHORNE	WATER TANK REPLACEMENT	46.28
201121	04/08/2021	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	389.57
201122	04/08/2021	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	236.43
201123	04/08/2021	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	923.94
201124	04/08/2021	Printed		2883	UNDERGROUND SERVICE ALERT SC	CALIFORNIA STATE FEE	29.06
201125	04/08/2021	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	1,613.46

Total Checks: 34

Checks Total (excluding void checks): 560,163.31

Total Payments: 34

Bank Total (excluding void checks): 560,163.31

Total Payments: 34

Grand Total (excluding void checks): 560,163.31

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
April 5, 2021**

A. CALL TO ORDER AND ROLL CALL

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

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Pat Kearney, Councilmember Bernadette Suarez, Councilmember Rhonda Hofmann-Gorman, Councilmember Sirley Cuevas

Other Participants: City Clerk Erica Harbison, City Manager Kevin M. Chun, City Attorney Gregory M. Murphy, 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 Rhonda Hofmann-Gorman led the flag salute.

C. PUBLIC SAFETY REPORT

Captain Duane Allen summarized the recent law enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

- Judith Martinez, Resident, spoke of food waste ending in landfills and encouraged composting or a food waste drop-off location in Lawndale.
- Randall Abram, Resident, spoke of the noise ordinance during the 4th of July holiday and additional enforcement costs to be covered by the fireworks booths and manufacturers.

E. COMMENTS FROM COUNCIL

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

F. CONSENT CALENDAR

1. National DMV/ Donate Life Month Proclamation

Recommendation: that the City Council receive and file report.

2. Dispose of and Purchase Two Vehicles for Public Works Department

Recommendation: that the City Council (a) approve the purchase of two replacement vehicles, utilizing Air Quality Management District (AQMD) funding, from the National

Auto Fleet Group for the total price of \$52,897.54; (b) decrease the AQMD budget by \$90,000; and (c) approve the sale of the 2005 Chevrolet and 2008 Honda through our standard public auction process facilitated by Ken Porter Auctions in Carson, California.

3. Annual Review and Updates to the Citywide Records Retention Schedules for Fiscal Year 20-21

Recommendation: that the City Council adopt Resolution No. CC-2104-016, Updating City Council Policy No. 77-04 (Records and Information Management), Annual Review and Schedule Updates for FY 2020-21.

4. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2104-015, authorizing the payment of certain claims and demands in the amount of \$266,319.84.

5. Minutes of the Lawndale City Council Regular Meeting – March 15, 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

6. Adopting Updated User and Regulatory Fees (Master Fee Schedule)

Recommendation: that the City Council (a) conduct a public hearing and (b) adopt the proposed Resolution No. CC-2104-017, with updated fees to be effective July 1, 2021.

Finance Director Marla Pendleton and Terry Madison, president of ClearSource Financial Consulting, provided a detailed report on the Updated User and Regulatory Fees (Master Fee Schedule).

Mayor Pullen-Miles opened and closed the public hearing at 7:12 p.m., there being no one to testify.

A dialogue ensued between City Council and staff regarding the City fees and cost recovery.

City Council discussed and requested, without objection, to modify the snack bar fee per season for non-profit organizations and per day fee for non-qualifying users or organizations.

A motion by Councilmember Suarez adopt the Resolution No. CC-2104-017, with updated fees to be effective July 1, 2021, including the amendment to the snack bar fee to be charged per season for non-profit organizations and per day fee for non-qualifying users or organization, was seconded by Mayor Pro Tem Kearney and carried by a vote of 5-0.

H. ADMINISTRATION

7. Updated Illegal Fireworks Suppression Plan for 2021

Recommendation: that the City Council review and approve the proposed Illegal Fireworks Suppression Plan for 2021.

Municipal Services Director Michael Reyes provided a report on the updated Illegal Fireworks Suppression Plan for 2021.

Mayor Pro Tem Kearney inquired on the status of the JAG grant, Municipal Services Director Reyes responded that grant was approved but has not been awarded and he's followed up with Washington D.C.

A lengthy dialogue ensued between the Council and staff regarding the "Progressive Penalty", revisiting the penalty form time to time for offenses, compliance, and enforcement protocols.

Public Comment

Randall Abram, Resident, spoke in favor of the Fireworks Suppression Plan for 2021.

A motion by Councilmember Cuevas to approve the proposed Illegal Fireworks Suppression Plan for 2021, was seconded by Councilmember Hofmann-Gorman and carried by a vote of 5-0.

I. CITY MANAGER'S REPORT

City Manager Kevin Chun announced that the City was working with Providence Little Company of Mary on a COVID-19 vaccination clinic, a tentative date of Friday, April 16, 2021 had been set.

J. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Suarez attended the grand opening of Hirsh Pipe and Supply, the South Bay Cities Council of Government's General Assembly, the L.A. County Sheriff's Town Hall meeting.

Councilmember Cuevas attended the South Bay Cities Council of Government's General Assembly, the Lawndale General Plan and Hawthorne Specific Plan meeting, the L.A. County Sheriff's Town Hall meeting, Parks Subcommittee, "Stop Asian Hate" rally, "Women in Government" webinar.

Councilmember Hofmann-Gorman attended the California Contract Cities virtual meeting, the Lawndale General Plan and Hawthorne Specific Plan meeting, the L.A. County Sheriff's Town Hall meeting, and a meeting with L.A. County Supervisor Holly Mitchell.

Mayor Pro Tem Kearney attended L.A. County Sanitation District meeting, the California Contract Cities virtual meeting, he grand opening of Hirsh Pipe and Supply, and the Parks Subcommittee.

Mayor Pro Tem Kearney requested follow-up or agenized items on Project Room-Key and the potential motel buy-outs by the State, the reopening of City Hall, and bringing back a weekend graffiti team.

Mayor Pullen-Miles spoke about rent relief programs and attended the L.A. County Sheriff's Town Hall meeting, meeting with Congresswoman Maxine Waters regarding project funding, and the South Bay Cities Council of Government's General Assembly. The Mayor briefly spoke about measure H funding and how it is spent on homeless issues in Lawndale. The Mayor went on to explain that he also attended a meeting with L.A. County Supervisor Holly Mitchell.

K. ADJOURNMENT

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

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 04/19/2021



CITY OF LAWDALE

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

April 19, 2021

TO: Honorable Mayor and City Council

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

PREPARED BY: Diane Parsley, Executive Assistant *Dparsley*

SUBJECT: **South Bay Workforce Investment Board Appointment to the Lawndale Business Private Sector Seat**

BACKGROUND

In 1983, the City of Lawndale entered into a joint powers agreement with the cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, and Redondo Beach to establish an employment and training system under the federal Job Training Partnership Act. The agreement established a Business Private Industry Council consisting of representatives from (a) the private sector and (b) educational agencies, organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and the public employment service.

Each member city appoints representatives to the Business Private Sector Seat on the basis of the proportion of its respective share of funds received under the act. The City of Lawndale has two (2) Business Private Sector seats with the South Bay Workforce Investment Board (SBWIB).

On July 16, 2018, the City Council appointed Chris Patronas to one vacant position for a term that began on July 1, 2018 and continues to June 30, 2022.

The City's second seat was held by Mr. Frank Rodriguez, Sales Manager at Caliche Inc./Casa Bella Properties/Fast & Accurate Settlement Services for the term appointment of July 1, 2020 to June 30, 2024. Mr. Rodriguez resigned effective February 12, 2021 due to his inability to attend meetings.

Any business organization in the City can make a recommendation to the City Council for an individual's appointment to the Business Private Sector seat or the City Council can submit their own recommendation to the SBWIB. The SBWIB states that the business representative can be someone who has a business interest inside or outside of the City they represent.

The appointee must be available to attend eight (8) meetings per year, consisting of four (4) meetings of the quarterly SBWIB Board and four (4) quarterly committee meetings. The appointee will be assigned a committee during an orientation with Jan Vogel, SBWIB Executive Director/Chief Executive Officer, once the appointment process is completed. The completion of a Fair Political Practices Commission Statement of Economic Interest – Form 700 is also required.

STAFF REVIEW

The SBWIB has informed the City of Lawndale of a vacancy that will need to be filled due to the resignation of Mr. Frank Rodriguez prior to the end of his term.

The SBWIB has submitted a name for consideration, and supports the nomination of Mr. Roderick D. Edison from Max Out Inc., a general engineering contractor in the City of Lawndale. The Business Private Sector seat that was vacated early was for a term from July 1, 2020 to June 30, 2024. The City of Lawndale's appointee would fill the remaining time on this term, once the approval process with the SBWIB is completed.

The City of Lawndale's support of an applicant will be forwarded to the Inglewood Chamber of Commerce (via the SBWIB) for final approval within the SBWIB jurisdiction.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council:

- (a) Review the submitted information from Mr. Roderick D. Edison, as supported by the SBWIB;
- (b) Re-affirm the SBWIB's nomination of Mr. Roderick D. Edison as the City of Lawndale's SBWIB representative on the Business Private Sector seat, filling the remaining time on the term (vacated by Mr. Frank Rodriguez on February 12, 2021) from July 1, 2020 to June 30, 2024, and direct staff to provide that name to the SBWIB for the Inglewood Chamber of Commerce's final approval; or Options (c) and (d) below:
- (c) Direct staff to open up nominations for additional applications including advertising the opening on the City's website and social media platforms; and,
- (d) Bring the nomination applications to an upcoming City Council meeting and provide direction to staff to provide a name to the SBWIB for the Inglewood Chamber of Commerce's final approval, to fill the upcoming vacancy on the City of Lawndale's SBWIB Business Private Sector seat, filling the remaining time on the term of July 1, 2020 to June 30, 2024.

Attachments:

1. Email from the SBWIB regarding the available position
2. Bio information from Mr. Roderick D. Edison
3. SBWIB 2021 Board and Committee Meeting Schedules

Diane Parsley

Subject: FW: SBWIB Board Membership - Lawndale

-----Original Message-----

From: Jan Vogel <jvogel@sbwib.org>

To: RPMLawndale@aol.com <RPMLawndale@aol.com>; Robert.Pullen-Miles@asm.ca.gov <Robert.Pullen-Miles@asm.ca.gov>

Sent: Mon, Mar 15, 2021 3:58 pm

Subject: SBWIB Board Membership - Lawndale

Good Afternoon Mayor Pullen Miles,

Currently, there is one Lawndale Business Private Sector vacancy on the South Bay Workforce Investment Board (SBWIB), which needs to be filled. This seat was previously held by Mr. Frank Rodriguez, Sales Manager at Caliche, Inc/ Casa Bella Properties/ Fast & Accurate Settlement Services who resigned due to his inability to attend meetings. Mr. Roderick D. Edison, General Engineering Contractor for Max Out Inc. has expressed interest in joining the SBWIB as a business private sector representative for the City of Lawndale. The term of office for this seat, will be effective July 1, 2020, and will expire on June 30, 2024.

The SBWIB supports the nomination of Mr. Edison and respectfully requests that the City of Lawndale please initiate the process to appoint Mr. Edison or another business private sector representative to serve on the SBWIB at the City's next regularly scheduled City Council Meeting or at your earliest convenience.

If you have any questions or require assistance, please contact me, or my assistant, Sha'Ron Berry, at (310) 970-7700.

Thank you once again for your support of the South Bay Workforce Investment Board.

Thank you,

Jan Vogel

Executive Director

South Bay Workforce Investment Board

11539 Hawthorne Blvd, Suite 500

Hawthorne, CA 90250

(310) 970-7700

jvogel@sbwib.org

www.sbwib.org

noencrypt:

NoEncrypt

From: Roderick Edison [<mailto:redison@maxoutinc.biz>]

Sent: Friday, March 12, 2021 3:53 PM

To: Robert Chavez <rchavez@sbwib.org>

Cc: Sha'Ron Berry <sberry@sbwib.org>; Lazaro Inguanzo <inguanzo@SOUTHBAYWOR.serverdata.net>

Subject: RE: SBWIB Board Membership - Lawndale

Hello Mr. Chavez,

I received your email and would like to thank SBWIB for your interest in allowing me to be part of your Board. I look forward to meeting and working with everyone in the future.

Thanks Again,

Roderick D. Edison

Max Out Inc.

General Engineering Contractor

4048 Marine Ave.

Lawndale, Ca. 90260

Off.# 424-456-9352

Cell# 626-534-3319

Roderick Edison Sr.
President
Max Out Inc.

Roderick "Rod" Edison Sr. is the founder of Max Out Inc., a construction company based in Lawndale, California. A California native, Rod was born in Los Angeles in 1966 and graduated from Nogales High School in La Puente in 1984. He studied business in California and Oregon before returning to his hometown to begin his career. Rod currently resides in Gardena.

Education

- 1986-87 Attended Rio Hondo Junior College, Whittier, CA
 • Studied business and played football
- 1987-89 Attended Western Oregon State University, Monmouth, OR
 • Studied business management
- 2009 Obtained Class 'A' General Engineering Contractor's License, California

Professional Experience

- 1989 First Choice Securities, Los Angeles, CA
 • Assistant Stock Broker
- 1989-94 Sinclair Construction, Compton, CA
 • Time Keeper, managing employee time and material costs
- 1994 S&E Pipeline, Santa Fe Springs, CA
 • Laborer, natural gas pipeline installation
- 1994-96 Crossroads Construction, Compton, CA
 • Supervisor, Southern California paving operations
- 1996 Independent Real Estate Appraiser, Southern California
 • Appraiser, real estate transactions for more than twenty loan agents
- 1999-2001 HPD, Inc.
 • Supervisor, Orange County paving operations
- 2002-2007 NPL Construction Co., Phoenix, AZ
 • Supervisor, paving operations for California's Inland Empire
- 2001-2007 Max Out Inc.
 • Founder, automotive transportation company
- 2007-Present Max Out Inc.
 • Expanded business to include road construction

Max Out Inc. Bio

Max Out Inc., established in 2001, is a General Engineering Contractor based primarily in the City of Industry, California. Our objective is to become the contractor of choice by providing a quality service with integrity, humility and safety producing outstanding win-win results for all.

Our company specializes in Site work including but not limited to asphalt & concrete flat work, concrete curb & gutter, demolition, grading, masonry, slurry seal and striping trades. Our target client area includes Governmental agencies both State & Local, Public Works, Public Utilities, Commercial and some residential on per case basis. Aside from our focus trades we have also taken on several commercial renovations which included framing, carpentry, drywall, painting, plumbing and utility trenching.

Max Out Inc., has worked in the public works arena for every city in both Orange & Los Angeles County, in fact, we have an office located in the City of Lawndale. Max Out Inc. is very familiar with the requirements of all cities in these areas as well as having built strong relationships with inspectors in these area. The list of projects we have worked on include:

So. Cal Gas Company Paving Contract

County of Los Angles

Whittier Narrows Recreational Area

Inland Empire Utility Agency Street Installation

City of Gardena – Budlong St. & 178th St. Improvements

City of Chino Hills Eagle Canyon roadway repairs.

Skanska - Metro Expo II LRT & Bikeway Projects

Clark Construction - UCLA Engineering VI Phase 2

Fast Track Construction - Manhattan Beach Strand Wall Repair & Enhancement Project

We are members of SCMSDC & NAMAC. We hold the following: certifications DBE/SBE/MBE thru the CUCP, CPUC, Metropolitan Transportation Authority, Metropolitan Water & Port of Los Angeles.

Max Out Inc.

Certifications:

SBE, MBE, DBE

License No: 931074

Class: A

In Business Since 2001

Bond Capacity

\$500K

Notable Projects:

Southern California Gas Co.

Paving

\$2.8MM

City of Los Angeles,

Skanska, Expo II

Bikeway and LTR

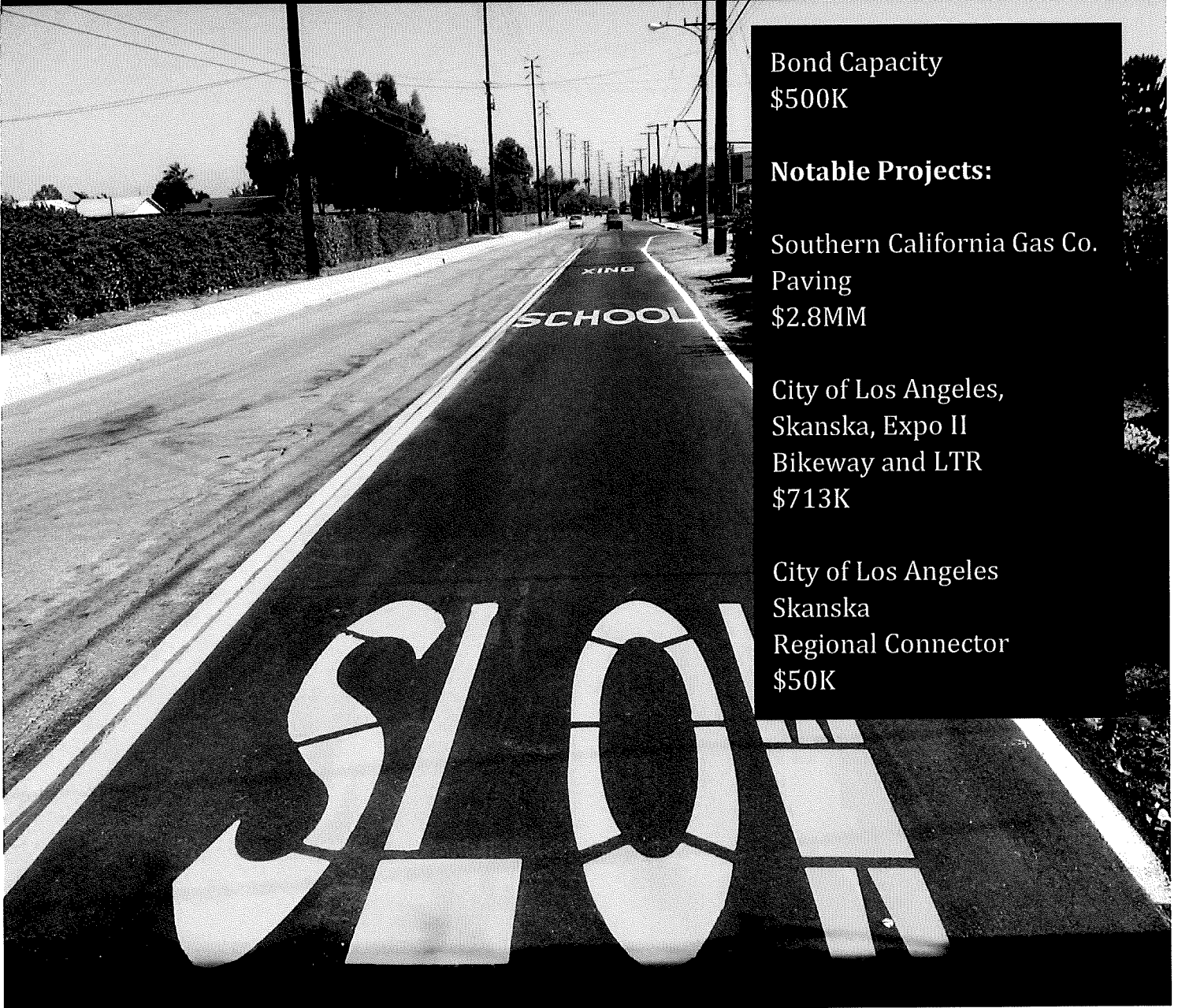
\$713K

City of Los Angeles

Skanska

Regional Connector

\$50K



Howard St. & Benson Ave., County of San Bernardino, City of Montclair



Max Out Inc.
General Engineering Contractor

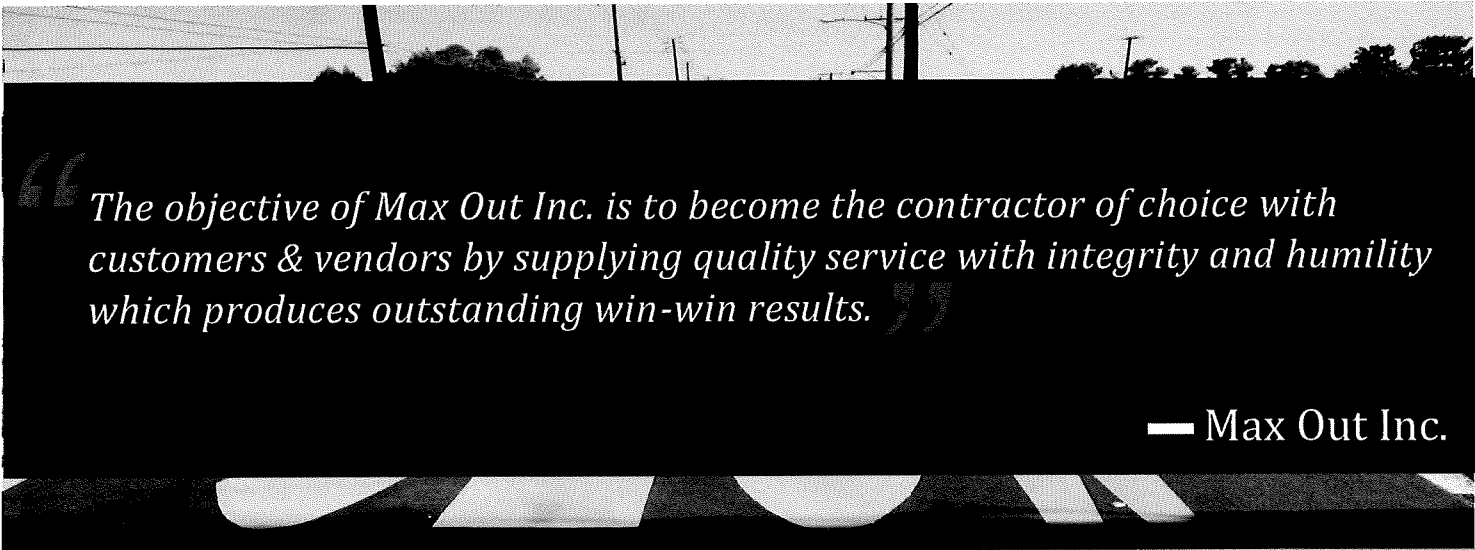
Contact:

Rod Edison

4048 Marine Ave.

Lawndale, Ca. 90260

626-534-3319



“The objective of Max Out Inc. is to become the contractor of choice with customers & vendors by supplying quality service with integrity and humility which produces outstanding win-win results.”

— Max Out Inc.

Max Out, Inc.

Max Out Inc. is a general engineered contractor, established in 2001, who specializes in providing demolition, site work, grading, asphalt and concrete paving and masonry services in the residential, commercial and governmental industries. Max Out Inc., is also capable of performing street sign installation and striping. Additionally, with holding a general engineering license it gives us the flexibility of expanding into diverse construction trades as we grow.

From Solutions to Service

Our goal as a general engineering contractor is to view all plans and spec's before the project begins in order to identify any changes of the site conditions which may impede the overall progress of the project. By identifying these issues upfront it shows the customer that we are looking out for their best interest by saving them time and money. Our product is to supply a quality product at a savings to our customer.

Clients

- Government both State and Local contracting
- Public Works contract providers
- Public Utilities
- Supplier diversity contract providers
- Construction management prime contractor
- Subcontractor and Private industry

Our Services Include:

Construction Management
Asphalt Paving
Concrete Site Work (Sidewalk/ C&G
Potholing
Masonry
Earth Work and Excavation
Clear and Grubbing

Highlighted Projects:

SKANSKA:

Metro - EXPO II Bikeway & LRT
Metro - Regional Connector

KIEWIT:

Edward C. Little Water Treatment
Facility

INLAND EMPIRE UTILITY AGENCY:

Chino & Ontario Facility Paving

CITY OF GARDENA:

Budlong Ave & 178th St.
Improvements

COUNTY OF LOS ANGELES:

Whittier Narrows Recreational Park

NAICS Codes:

237310 – Highway, street and Bridge
Construction
238110 – Pour Concrete Foundation
and Structure
238140 – Masonry Contractors

SOUTH BAY WORKFORCE INVESTMENT BOARD
 11539 Hawthorne Blvd., Suite 500, Hawthorne, CA 90250
 (2 blocks South of Imperial Hwy - Entrance on 116th Street)
 Office 310-970-7700 * Fax 310-970-7711

2021 Meeting Schedule

<u>Entity</u>	<u>Scheduled Dates</u>
South Bay Workforce Investment Board Wayne Spencer, Chair Meets Quarterly on the 3 rd Thursday at 9:00 a.m.	January 21, 2021 April 15, 2021 July 15, 2021 October 21, 2021
SBWIB Inc. Board/SBWIB Executive Committee Wayne Spencer, Chair Meets Monthly on Thursdays at 9:00 a.m. SBWIB, Inc. Board of Directors meeting begins at 9:00 a.m. followed by the SBWIB Executive Committee at 9:30 a.m.	January 14, 2021 February 11, 2021 March 11, 2021 April 8, 2021 May 13, 2021 June 10, 2021 July 8, 2021 August 12, 2021 September 9, 2021 October 14, 2021 November 4, 2021* December 9, 2021
Business, Technology and Economic Development Committee Mohammad Naser, Chair Meets Quarterly on the 1 st Wednesday at 9:00 a.m.	January 6, 2021 April 7, 2021 July 7, 2021 October 6, 2021
Performance and Evaluation Committee Glenn Mitchell, Chair Meets quarterly on Tuesday's at 9:00 a.m.	February 16, 2021 May 18, 2021 August 17, 2021 November 16, 2021
One Stop Policy Committee Maria Camacho, Chair Meets Quarterly on Wednesday's at 9:00 a.m.	February 17, 2021 May 19, 2021 August 18, 2021 November 17, 2021
Youth Development Council Committee Patricia Donaldson, Chair Meets Quarterly on the 1 st Tuesday at 9:00 a.m.	February 2, 2021 May 4, 2021 August 3, 2021 November 2, 2021

*=Changed due to holiday
 10/21/2020



CITY OF LAWDALE

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

DATE: April 19, 2021

TO: Honorable Mayor and City Council

FROM: Kevin Chun, City Manager *Kevin Chun*

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

SUBJECT: Award of Citywide Information Technology Services Contract

BACKGROUND

The City of Lawndale fully outsources the Information Technology support services function. Since 2001, Bericom Design has provided consistent professional information and technology services to the City of Lawndale. Due to the twenty year duration of the existing contract, staff felt it was in the interest of the City to solicit proposals for information and technology services to ensure competitive costs and services were obtained for City services. A one-year extension of the existing contract was requested and approved by City Council on June 15, 2020 to provide continuity in services during Fiscal Year 2020-21 and allow time to develop, solicit and review service proposals. The current contract will expire on June 30, 2021.

A Request for Proposal (RFP) was issued on February 25, 2021 to solicit a qualified firm/contractor to provide Information Technology support services. Minimum services requested in the RFP included desktop application support, server administration, network administration, security, strategic planning for City technology issues, provide end-user training, onsite support, 24/7/365 help desk support, maintaining computer inventory, City website support and telephone system support.

The RFP was published on the City's website. Five firms responded timely to the March 25, 2021 2:00 p.m. RFP deadline; including Bericom IT & Design, Intelesys, Netsync Network Solutions ("Netsync"), Maestro Technologies, Inc and SDI Presence LLC.

STAFF REVIEW

The five submitted proposals were evaluated based on experience and knowledge of staff performing work, specific experience in government agency information technology support services, compatibility with end-users and City staff needs, and proposed cost. Four of the five proposals offered remote or hybrid approach support consisting of City staff submitting work requests through helpdesk tickets or logged phone calls where requests would be assigned and managed by their internal staff. Of these four proposals, standard requests would primarily be responded to remotely within two to twenty-four hours.

The lowest bid offered onsite technical assistance of 42 hours per month, Monday – Friday, 8am – 5pm with additional hourly rates for after hour/emergency assistance. The second to the lowest bidder also had additional costs for services outside the weekday, 8 pm – 4:30 am time; was located in New Jersey and currently had no offices in California, but proposed opening an office in California. The fourth to

the lowest bidder had too many limitation on services which would require additional unknown fees to be incurred for services. The fifth bidder was outside our budget for consideration. The third bidder offered onsite service 8 hours per workday, including City Council meeting and other needs of the City; including 24/7 support when off site. There was no delayed response time or addition costs associated with contract services.

Based on our evaluation of the proposals, staff determined remote help desk support could be disruptive to City operations delaying staff's ability to perform vital functions in a timely manner. In addition, some proposals limited services in which they were willing to provide, leaving the City at risk for budget overruns due to undisclosed costs. The only bidder with fixed costs, onsite services and no delay in response time is our existing contractor, Bericom IT & Design. Therefore, staff recommends awarding the contract to Bericom IT & Design, operating in Torrance, California.

Below are the cost proposals in order from lowest to highest:

Firm	Annual Cost	Cost Adjustments
Intelesys	\$119,200	Annual Increase Year 3 – 5 NTE 3.5%
Maestro Technologies, Inc	\$ 128,612	+ \$79/hour o/s 8 – 4:30 weekdays
Bericom IT & Design	\$142,800	Annual CPI Increase Year 2 - 5
Netsync Network Solutions	\$ 145,782	Plus Additional Costs For Various Services Above Set Caps
SDI Presence LLC	\$ 275,560	

LEGAL REVIEW

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

FISCAL IMPACT

Information Technology Services are General Fund supported in the Information Systems Department under Contract Services (100-180-530.100), and the \$142,800 contract amount (which is the same annual cost in previous years) will be included in the Fiscal Year 2021-22 budget, subject to budget availability.

RECOMMENDATION

Staff recommends that the City Council approve the Contract Services Agreement for Information Technology Services with Bericom IT & Design for a three year period beginning July 1, 2021, renewable for an additional (2) two one-year periods, subject to annual budget availability and annual Consumer Price Index increase in years 2 through 5 of the contract.

Attachments:

1. Contract Services Agreement for Information Technology Services
2. Request for Proposals for Citywide Information Technology Services

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 19th day of April, 2021, by and between the City of Lawnsdale, a municipal corporation ("City"), and Bericom IT & Design, Inc. ("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 seven-hundred fourteen thousand dollars, excluding annual Consumer Price Index increases (\$714,000.00 plus annual Consumer Price Index increases in accordance with *Exhibit "A"*) ("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 July 1, 2021 and continue in full force and effect until completion of the services no later than June 30, 2026 (three-year contract, renewable for an additional two one-year periods).

4.0 COORDINATION OF WORK

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

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

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$2,000,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall

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

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

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

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

5.2 Indemnification.

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

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which

Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor


ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONSULTANT:
BERIMCOM IT & DESIGN
Sole Proprietor

By:  _____
Name: Bekim Berisha
Title: IT Administrator

Address: 24424 Neece Avenue
Torrance, CA 90505

EXHIBIT "A"

SCOPE OF SERVICES

In compliance with all terms and conditions of this Agreement, Consultant shall provide the minimum information technology services specified below. Consultant warrants that all work or services will be performed in a competent, professional and satisfactory manner.

1. Desktop Applications Support

Perform basic support functions including installation of computers, tablets and telephone setup, printers and software installation, and upgrades. Diagnose and resolve desktop application problems; configure computers, tablets, and cell phones for standard applications. Identify and resolve hardware problems performing advance troubleshooting. Provide computer support on applications as deemed appropriate by the Director of Finance. Make recommendations and obtain bids for computer hardware, software, and supply purchases, and other related services as needed. Work closely with any third party hardware/software vendor in regards to technical support and warranty issues.

2. Server Administration Services

Manage City's computer network infrastructure and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance and back up for equipment is promptly performed; develop back-up and disaster recovery plans and procedural documentation for archive backup.

Confidentiality of the information is vital. The selected contractor, and any employees assigned to work at the City, will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. All vendor employees with access to the City network will be required to undergo a fingerprint background check at the contractor's expense.

3. Network Administration Services

Scope of activity includes all City network equipment including switches, firewalls, routers, hubs, cabling, data circuits, collaboration with phone system vendor, and other security devices. Manage backup and disaster recovery systems. The scope also includes primary installation and maintenance of printers, network copiers/ scanners, group policy, software updates, etc., as deem necessary. Monitor network performance and capacity management services. Maintain city- wide network diagram.

4. Security

Maintenance of virus/ malware detection and spam reduction programs on City servers, email and all other City computers, laptops, and tablets. Perform security audits as requested and notify City personnel immediately of suspected breaches of security.

Provide record back-up, maintain and retrieval of requested data from City surveillance systems.

Maintain and issue security access key cards for employees to access City facilities.

5. Strategic Planning

Provide technical leadership for all technology issues. Work closely with City staff to develop long-term IT goals and objectives. Keep City up to date on new technology changes and uses that will enable the City to increase efficiency and reduce costs. Provide support in evaluating computer applications and support City staff with the implementation of new IT projects and solutions as specified by the City. Assist with policy formulation and application in the area of IT.

6. End User Training

Provide training for various technology as needed. This would normally be for common software or hardware used in a business setting or new equipment installed. This can be at the request of the City or when a need is identified by the vendor.

7. Onsite Support

Provide dedicated onsite routine support Monday – Thursday from 7:00 a.m. to 4:00 p.m. to address city-wide and/or departmental hardware and software issues. Additional onsite support will be needed on City Council meeting dates (1st and 3rd Monday of each month) and may be needed for special or major projects.

8. Help Desk Support

End user support must be timely, friendly, and professional. Urgent and emergent support must be available 24/7/365.

9. Computer Inventory and Disposal

Vendor must provide biannual hardware inventory reporting, including proper and legal electronic disposal of surplus electronic equipment.

10. City Website

Assist in the maintenance and updating of the City's website through coordination with the website designer and City staff.

11. Telephone System Support

Provide first-line support for City telephone systems, serving as a liaison between City and telephone service provider, as needed to resolve technical matters. (Note: The telephone equipment is currently being reviewed for system upgrade).

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 4.1 (c) – Automotive Insurance – A policy of comprehensive automobile liability insurance written on a per occurrence basis shall not be required as Consultant is not required to use an automobile in connection with the services hereunder. However, Consultant understands that automobile insurance and/or financial responsibility is required on any vehicle operated or parked on California roadways. Consultant agrees that s/he will carry evidence of automobile insurance and/or financial responsibility in her/his vehicle at all times and that proof of same must be provided as specified: when requested by law enforcement; when renewing vehicle registration; when the vehicle is involved in a traffic collision. Accordingly, Consultant agrees that if s/he will be driving a vehicle to commute to the classes provided pursuant to the Agreement or other activities in connection therewith, Consultant shall comply with the following:

- Minimum liability insurance requirements for private passenger vehicles (per California Insurance Code Section 11580.1b):
 - \$15,000 for injury/death to one person;
 - \$30,000 for injury/death to more than one person; and
 - \$5,000 for damage to property.
- Liability insurance compensates a person other than the policy holder for personal injury or property damage. Comprehensive or collision insurance does not meet vehicle financial responsibility requirements. The following are acceptable types of insurance/financial responsibility:
 - A motor vehicle liability insurance policy;
 - A cash deposit of \$35,000 with DMV;
 - A DMV issued self-insurance certificate; or
 - A surety bond for \$35,000 from a company licensed to do business in California.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall submit monthly invoices to the City of Lawndale Finance Department indicating the number of hours worked in the calendar month being billed. The Director of Finance will review and approve each invoice prior to submission for payment.

Annual compensation will be as follows:

Year 1: July 1, 2021 – June 30, 2022	\$142,800
Year 2: July 1, 2022 – June 30, 2023	\$142,800 + CPI
Year 3: July 1, 2023 – June 30, 2024	\$142,800 + CPI (Year 2 & 3)
Year 4*: July 1, 2024 – June 30, 2025	\$142,800 + CPI (Year 2, 3 & 4)
Year 5*: July 1, 2025 – June 30, 2026	\$142,800 + CPI (Year 2, 3, 4 & 5)

*If option to renew an additional one-year period is exercised.

Consumer Price Index (CPI) increase shall be based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Long Beach-Anaheim, CA, 12-month percent change from February to February. The rate change may not exceed five percent (5%) in any twelve-month period.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall provide dedicated technically qualified IT Administrator to support the City of Lawndale's information technology support service needs during business hours, Monday through Thursday, 7 a.m. to 4:00 p.m.; City Council meetings (evening of 1st and 3rd Monday of each month) and as needed for special or major projects. Estimated annually hours are as follows:

43 weeks X 32 hours/ week	1,376
9 weeks X 28 hours/ week	<u>252</u>
Annual Maximum Hours	<u>1,628</u>

In addition to onsite support, remote on-call support shall be provided year-around 24 hours day/ 7 days a week to trouble shoot and assist as may be needed by the City.



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

PROPOSAL FORM


The City of Lawndale is soliciting proposals for a citywide information technology services as outlined in the *Request for Proposal* dated February 25, 2021. After contract award, services are expected to begin July 1, 2021. To be considered, two copies of your proposal must be received at the below address prior to **5:00 PM on Thursday, March 25, 2021**. All proposals must include this form completed and submitted by the deadline. Late submissions will not be accepted. Postmarks will not be accepted as meeting the submittal deadline.

City of Lawndale
Matthew Ceballos, Assistant City Clerk
14717 Burin Avenue
Lawndale, California 90260

INFORMATION TECHNOLOGY SUPPORT SERVICES PROPOSAL

1. Name of Firm/ Contact Person: Bericom IT & Design, Inc.
2. Total Cost for five years: \$714,000 + CPI, (See Schedule A on next page)
3. List of Three References From Like-Cities:

	Business Name/ Address	Contact Name/ Title	Phone Number
1	City of Lawndale 14717 Burin Ave Lawndale, CA 90260	Marla Pendleton Finance Director	(310) 973-3241
2	Motorola Solutions State of Iowa Public Safety Network 6165 NW 86 th Street Johnston, IA	Melvin Mercado Program Manger	(815) 670-1480
3	City of Madison 1120 Sayle Street Madison, WI 53715	Austin J Scheib Communications Operations Supervisor	(608) 266-4768

4. Name of official authorized to bind firm to terms of submittal: Bekim Berisha
5. Original signature of authorized official: 
6. Date submittal executed by firm: 3/24/2021

SCHEDULE A:

Total Cost:

Year 1: \$142,800

Year 2: \$142,800 + CPI (Consumer Price Index) Yr 2

Year 3: \$142,800 + CPI Yr 2 & 3

Year 4: \$142,800 + CPI Yr 2, 3, & 4

Year 5: \$142,800 + CPI Yr 2, 3, 4, & 5

Total: \$714,000 + CPI

Information Technology Support Services Proposal

Prepared for

City of Lawndale

Submitted on

March 25, 2021

Prepared by:



BERICOM IT & DESIGN
INFORMATION TECHNOLOGY AND DESIGN SOLUTIONS

Contact Information:

Bericom Design
Bekim Berisha,
IT Administrator

24424 Neece Avenue, Torrance, CA 90505

Telephone: 909-731-4616

Email: bekim@bericom.com

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1. Proposal Objective

Bericom IT and Design is pleased to present this proposal to City of Lawndale. The purpose of this proposal is to provide City of Lawndale with professional services as it relates to the maintenance needs and functions of Information Systems.

Bericom IT and Design will provide a technically and professionally qualified on-site Systems Coordinator to administer the functions of the Information Systems at the City of Lawndale. Bericom Design's personnel will also be on call 24 hours a day. Remote support will be provided 24 hours a day, 365 days a year as needed.

2. Company Profile

Name: **Bericom IT & Design, Inc.**
Address: 24424 Neece Avenue
Torrance, CA 90505
Phone: (909) 731-2878
Email: bekim@bericom.com

Bericom IT & Design is an Information Technology and Design Solution provider serving customers worldwide. The company combines an effective mix of strategic planning, technology, and quality design to help our clients reach their Technology objectives.

Bericom IT & Design is committed to providing a high level of customer care by understanding our customers' businesses and providing customized services to meet their specific needs.

Since its inception in 2001 Bericom's primary focus has been in supporting Information Technology needs of government institutions and telecom providers. Its personnel have led in designing, implementing, and supporting IT and Telecom networks from the smallest to the largest. The following are some examples to name a few:

- City of Lawndale IT Infrastructure Maintenance – in contract since 2001
- State of Iowa Statewide Emergency Operations Network – in contract since 2019 via Motorola Solutions
- City of Madison, Wisconsin MPLS Network Operations
- Upland Police Department
- City of Upland
- Ontario Police Department
- Montebello Police Department
- City of Westminster
- Verizon Wireless Core Network
- AT&T Cell Site Network

3. Staffing Personnel

Bericom has highly trained and experienced personnel with history of deploying and maintaining IT infrastructures and telecom networks for a variety of local and state government institutions and telecom providers.

The following are the key personnel that will be assigned to perform the Citywide Information Technology services either in direct or supporting roles:

Bekim Berisha – IT Administrator

Designated as primary point of contact for City of Lawndale.

Area of Expertise: Deploying and Maintaining IT network infrastructures for local government and public safety institutions. Bekim has an MBA in Business Administration, and has over 20 years of experience in the IT industry. Besides successfully managing the IT operations of the City of Lawndale for the last 15 years, Bekim has also performed IT operations with other institutions like Ontario Police Department, City of Montebello, and City of Monterey Park.

Besim Berisha – Principal Technologist

Area of Expertise: Architecting, deploying, and maintaining IT and network infrastructures for local government and public safety institutions and telecom providers. Besim has a degree in Computer Science and has over 20 years of experience in the IT and Telecom industry. Besides supporting IT operations of the City of Lawndale, Besim has also performed IT work with other government institutions like Ontario Police Department, Upland Police Department, City of Westminster, and Ontario Fire Department. Additionally, Besim has extensive experience in building large telecom networks that span across large geographies. The following are to name a few: State of Iowa state-wide MPLS network in support of Public Safety services for emergency operations like E911, Dispatch, Fire etc., AT&T Nationwide network for backhaul of cell site LTE traffic, Verizon Wireless Core Network Operations Analytics, etc.

Visar Klllokoqi – IT/Network Manager

Area of Expertise: IT/Network Routing and Security. Visar has extensive experience in building networks of different sizes from the smallest to the largest. Some of the projects he is engaged on are as follows: City of Madison MPLS Network and State of Iowa Public Safety network.

4. City of Lawndale Experience and Accomplishments

We believe Bericom IT and Design is in the best position to offer City of Lawndale with professional services as they relate to the operation of the City's IT infrastructure. Besides the expertise of its personnel mentioned above, Bericom has intimate knowledge of City's network and can ensure continued operations from Day 1. Many of the systems that are in place today have been implemented and maintained by Bericom's personnel during its tenure as the IT Contractor for City of Lawndale.

Bericom has an extensive list of accomplishments with the City of Lawndale. The following are to name a few:

Proposal for Information Technology Services - City of Lawndale

- Successfully maintained City's IT operations with 99.99% uptime
- Implemented and maintained City's Security Firewall infrastructure
- Implemented and maintained City networking and routing infrastructure
- Implemented and maintained City's Email system
- Implemented and maintained City's user management and file management systems
- Implemented and maintained City's City View Building Permit System
- Implemented and maintained City's Fund Balance system
- Implemented and maintained backup systems for continued operations
- Implemented and maintained City's website through two iterations of its design
- Implemented and maintained the Computer Lab in the Community Services
- Integrated multiple offsite offices into the City network infrastructure via fiberoptic connectivity and other services
- Maintained City's telephone system
- Overhauled City's telephone accounts with AT&T which resulted in yearly savings of approximately \$90,000, primarily due to reduction of the yearly bill from \$120,000 down to \$30,000

Additionally, in volunteer basis, Bericom has provided computer training for City's senior citizens for over six years.

5. Scope of Services

Based on the City of Lawndale needs, as part of this proposal Bericom IT and Design will provide the following minimum services to City of Lawndale:

5.1 Desktop Applications Support

Perform basic support functions including installation of computers, tablets and telephone setup, printers and software installation, and upgrades. Diagnose and resolve desktop application problems; configure computers, tablets, and cell phones for standard applications. Identify and resolve hardware problems performing advance troubleshooting. Provide computer support on applications as deemed appropriate by the Director of Finance. Make recommendations and obtain bids for computer hardware, software, and supply purchases, and other related services as needed. Work closely with any third-party hardware/software vendor regarding technical support and warranty issues.

5.2 Server Administration Services

Manage City's computer network infrastructure and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance and back up for equipment is promptly performed; develop back-up and disaster recovery plans and procedural documentation for archive backup.

Confidentiality of the information is vital. Bericom IT and Design, and any employees assigned to work at the City, will sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. All employees with access to the City network will be undergo a fingerprint background check at the desire of City's administration.

5.3 Network Administration Services

Scope of activity includes all City network equipment including switches, firewalls, routers, hubs, cabling, data circuits, collaboration with phone system vendor, and other security devices. Manage backup and disaster recovery systems. The scope also includes primary installation and maintenance of printers, network copiers/ scanners, group policy, software updates, etc., as deemed necessary. Monitor network performance and capacity management services. Maintain city-wide network diagram.

5.4 Security

Maintenance of virus/ malware detection and spam reduction programs on City servers, email and all other City computers, laptops, and tablets. Perform security audits as requested and notify City personnel immediately of suspected breaches of security. Provide record back-up, maintain and retrieval of requested data from City surveillance systems. Maintain and issue security access key cards for employees to access City facilities.

5.5 Strategic Planning

Provide technical leadership for all technology issues. Work closely with City staff to develop long-term IT goals and objectives. Keep City up to date on new technology changes and uses that will enable the City to increase efficiency and reduce costs. Provide support in evaluating computer applications and support City staff with the implementation of new IT projects and solutions as specified by the City. Assist with policy formulation and application in the area of IT.

5.6 End User Training

Provide training for various technology as needed. This would normally be for common software or hardware used in a business setting or new equipment installed. This can be at the request of the City or when a need is identified by the vendor.

5.7 Onsite Support

Provide dedicated onsite routine support Monday – Thursday from 7:00 a.m. to 4:00 p.m. to address city-wide and/or departmental hardware and software issues. Additional on-site support will be needed on City Council meeting dates (1st and 3rd Monday of each month) and may be needed for special or major projects.

5.8 Help Desk Support

Provide end user support timely, friendly, and professional. Urgent and emergent support shall be available 24/7/365.

5.9 Computer Inventory and Disposal

Vendor must provide biannual hardware inventory reporting, including proper and legal electronic disposal of surplus electronic equipment.

5.10 City Website

Assist in the maintenance and updating of the City’s website through coordination with the website designer and City staff.

5.11 Telephone System Support

Provide first-line support for City telephone systems, serving as a liaison between City and telephone service provider, as needed to resolve technical matters. (Note: The telephone equipment is currently being reviewed for system upgrade).

6. Service Sites

Services will be provided at City’s facilities and remotely.

7. Schedule of Services

Bericom IT & Design will have a technically qualified IT Administrator available to support City’s IT needs both onsite and remotely as appropriate. Remote support in on-call basis will be provided year-round. The date of services will commence once it is agreed upon with City of Lawndale, currently targeted for July 1st 2021, and a Purchase Order for the services has been issued.

8. Services Time Estimate

Task	Time Approximation/Estimate Only	
1. IT Operations Support	43 Weeks X 32 Hours/ Week	1,3761
	<u>9 Weeks X 28 Hours/ Week</u>	<u>252</u>
	Annual Maximum Hours	1,628

9. Services Cost Estimate

Task	Cost Estimate
1. Network Maintenance and Support:	
	Year 1: \$142,800
	Year 2: \$142,800 + CPI Yr 2
	Year 3: \$142,800 + CPI Yr 2 & 3
	Year 4: \$142,800 + CPI Yr 2, 3, & 4
	Year 5: \$142,800 + CPI Yr 2, 3, 4, & 5

This estimate is based upon the experience of Bericom IT & Design and is our best effort at being as accurate as possible. There could be extenuating circumstances that could affect this estimate in either direction.

If Bericom IT & Design will exceed the Estimated Contract Cost by more than 10%, a request will be submitted to City of Lawndale for approval.

This estimate is valid for a period of sixty (60) days from the date it was prepared as stated on the cover page of this *Proposal for Information Technology Services*.



City of Lawndale
Request for Proposals
For
Citywide Information Technology Services

City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
Phone: (310) 973-3241
Fax: (310) 970-2183

Date of Issuance: February 25, 2021
Proposal Deadline: March 25, 2021

City of Lawndale
REQUEST FOR PROPOSALS
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City of Lawndale
REQUEST FOR PROPOSALS

I. INTRODUCTION

A. The City of Lawndale

The City of Lawndale is located in the South Bay region of the Greater Los Angeles County, approximately 15 miles southwest of downtown Los Angeles and five miles east of the Pacific Ocean. The City's population is approximately 34,000 residents.

The City has 53 full-time employees, and part-time employees working at four locations within the city that require support. In addition, we have five councilmembers and five planning commissioners that require remote assistance and direct assistance when public meetings are hosted in City Hall. Also, the City Hall customer kiosk and Community Services computer lab require support, as needed. Below is a breakdown of the City information systems:

System	Quantity	Make	Operating System
Desktop	64	HP/ Lenovo	Windows 10
Notebook Computers	11	Lenovo	Windows 10
Com Srvs Computer Lab	18	HP/ Lenovo	Windows 7
Tablets	4	Apple	OSx
City Servers (Exchange, Application (2), & Data)	3	Lenovo	Windows 12 R2
Surveillance Cameras/ DVR/ NVR	7	Various	
Network Firewall	1	Cisco	
Network Switches	6	Netgear/ Cisco	

B. Purpose of the Request for Proposal

The City of Lawndale is soliciting Information Technology support services from a qualified firm/contractor. The qualified firm will maintain and improve information technology (IT) effectiveness, enhance its quality of services, minimize down time and support costs, ensure security of data, and maximize return on investment in IT. The City does not have internal IT staff. The contractor will perform this function, as the main point of contact for the general city infrastructure, equipment, security, monitoring, and accessing employee needs related to hardware, software, backup, security and other IT requirements as deemed necessary.

I. INTRODUCTION (Continued)

C. Contact Person

All inquiries, correspondence and other contact with the City of Lawndale shall be directed to:

Marla L. Pendleton, CPA, Director of Finance/City Treasurer
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
(310) 973-3241
mpendleton@lawndalecity.org

D. Proposal Submittal

To be considered, applicants must complete the Proposal Form included in the Request for Proposals. No substitutes to the form will be accepted. Any additional information, beyond that required on the form, which the applicant may wish to provide may be included as an attachment with the Proposal Form.

All submittals must be signed by an official who is authorized to bind the contractor to the terms and provisions of the submittal. All submittals, associated costs and agreements shall remain valid for a period of sixty (60) days following the deadline for submittals. All submittals become the property of the City upon receipt.

There is no expressed or implied obligation for the City of Lawndale to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

E. Pre-Proposal Questions/Requests for Additional Information

All questions regarding information provided in this Request for Proposal shall be directed to the contact person indicated in Section I (C). Questions should be limited to clarifying points in the Proposal, which may not be understood.

F. Liability

The selected firm shall be required, as part of the written contract of engagement to be entered into as a result of this Request for Proposal, to indemnify and hold harmless the City of Lawndale and its officers and employees from any actions and/or judgments against the City which results from the firm's errors, omissions or misrepresentations.

I. INTRODUCTION (Continued)

G. Bid Submittal Deadline

To be considered, two (2) hard copies of the proposal with original signature, as well as one (1) electronic copy in PDF format saved on USB flash drive must be delivered in person, by US Postal Service, or by courier service, such as Federal Express or UPS, and received no later than Thursday, March 25, 2021, 2:00 pm PST, at the address listed below:

City of Lawndale
Matthew Ceballos, Assistant City Clerk
14717 Burin Avenue
Lawndale, California 90260

In addition, the envelopes must be clearly labeled on the cover: "INFORMATION TECHNOLOGY SUPPORT SERVICES PROPOSAL."

Verbal, emailed or facsimile proposals received after the deadline date will not be accepted. All proposals received after the stated time will be rejected. Postmarks will not be accepted as meeting the submittal deadline. The City assumes no responsibility for errors or delays by private or governmental firms in delivering proposals.

The City of Lawndale reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lawndale and the firm selected.

H. Rejection of Submittals

The City of Lawndale will generally notify rejected applicants within sixty (60) days of the proposal deadline.

I. Interviews

During the evaluation process, the City of Lawndale reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the City's discretion, the personnel of contractor's submitting proposals may be requested to make oral presentations as part of the evaluation process.

I. INTRODUCTION (Continued)

J. Selection and Approval

The City of Lawndale Director of Finance/City Treasurer shall, in her sole and unfettered discretion, through the City Manager, shall recommend to the City Council the firm to be selected to administer the Information Systems at the City of Lawndale. The selection criteria to be utilized will include, but not be limited to the following:

1. Experience, educational background, demonstrated capability, and availability of qualified full-time key technical and management personnel who will be assigned to provide service.
2. Familiarity and experience in providing governmental agencies with information technology support services.
3. Compatibility with end users and City staff needs.
4. Satisfaction of clients/ end users
5. Cost.

II. WORK PERFORMANCE

A. General Requirements

The contractor selected to perform, provide and conduct services shall be required to complete the City's standard professional services contract (attached). Any exceptions to this standard practice shall be expressed in the proposal.

The RFP schedule is tentatively set as follows:

Request for proposal issued	February 25, 2021
Bidders' Conference *	March 11, 2021
Due date for proposals	March 25, 2021
Selected firm notified	May 25, 2021

* If necessary

II. WORK PERFORMANCE (Continued)

B. Scope of Services

The City of Lawndale fully outsources the IT function. The following details are the minimum services to be provided to the City in the area of information services:

1. Desktop Applications Support

Perform basic support functions including installation of computers, tablets and telephone setup, printers and software installation, and upgrades. Diagnose and resolve desktop application problems; configure computers, tablets, and cell phones for standard applications. Identify and resolve hardware problems performing advance troubleshooting. Provide computer support on applications as deemed appropriate by the Director of Finance. Make recommendations and obtain bids for computer hardware, software, and supply purchases, and other related services as needed. Work closely with any third party hardware/software vendor in regards to technical support and warranty issues.

2. Server Administration Services

Manage City's computer network infrastructure and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance and back up for equipment is promptly performed; develop back-up and disaster recovery plans and procedural documentation for archive backup.

Confidentiality of the information is vital. The selected contractor, and any employees assigned to work at the City, will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law. All vendor employees with access to the City network will be required to undergo a fingerprint background check at the contractor's expense.

3. Network Administration Services

Scope of activity includes all City network equipment including switches, firewalls, routers, hubs, cabling, data circuits, collaboration with phone system vendor, and other security devices. Manage backup and disaster recovery systems. The scope also includes primary installation and maintenance of printers, network copiers/ scanners, group policy, software updates, etc., as deem necessary. Monitor network performance and capacity management services. Maintain city-wide network diagram.

II. WORK PERFORMANCE (Continued)

4. Security
Maintenance of virus/ malware detection and spam reduction programs on City servers, email and all other City computers, laptops, and tablets. Perform security audits as requested and notify City personnel immediately of suspected breaches of security.

Provide record back-up, maintain and retrieval of requested data from City surveillance systems.

Maintain and issue security access key cards for employees to access City facilities.
5. Strategic Planning
Provide technical leadership for all technology issues. Work closely with City staff to develop long-term IT goals and objectives. Keep City up to date on new technology changes and uses that will enable the City to increase efficiency and reduce costs. Provide support in evaluating computer applications and support City staff with the implementation of new IT projects and solutions as specified by the City. Assist with policy formulation and application in the area of IT.
6. End User Training
Provide training for various technology as needed. This would normally be for common software or hardware used in a business setting or new equipment installed. This can be at the request of the City or when a need is identified by the vendor.
7. Onsite Support
Provide dedicated onsite routine support Monday – Thursday from 7:00 a.m. to 4:00 p.m. to address city-wide and/or departmental hardware and software issues. Additional onsite support will be needed on City Council meeting dates (1st and 3rd Monday of each month) and may be needed for special or major projects.
8. Help Desk Support
End user support must be timely, friendly, and professional. Urgent and emergent support must be available 24/7/365.
9. Computer Inventory and Disposal
Vendor must provide biannual hardware inventory reporting, including proper and legal electronic disposal of surplus electronic equipment.

II. WORK PERFORMANCE (Continued)

10. City Website
Assist in the maintenance and updating of the City's website through coordination with the website designer and City staff.
11. Telephone System Support
Provide first-line support for City telephone systems, serving as a liaison between City and telephone service provider, as needed to resolve technical matters. (Note: The telephone equipment is currently being reviewed for system upgrade).

C. Work Area and Equipment

The City of Lawndale will provide the contractor with reasonable workspace, desks and chairs. While at the City facilities, the contractor will also be provided with access to telephone lines, photocopying facilities and fax machines subject to the following restrictions:

- Personal use
- Other Client work within reason

Note: City works a 4/40 work schedule Monday – Thursday 7:00 am – 6:00 pm.

IV. AGREEMENT AND TERMS

A. Agreement Requirement

The contractor selected to perform contract Information Technology support services pursuant to this Request for Proposal shall be required to enter into a written agreement for services with the City of Lawndale. This agreement shall be drafted on the City's standard professional services contract (sample attached) and shall include the incorporation of the specific requirements stated in this Request for Proposals. Any concerns or requests for modifications to that standard template should be addressed in the proposal.

B. Term of Agreement

The City anticipates a three-year contract beginning July 1, 2021, renewable for an additional (2) two one-year periods, subject to annual budget availability. Renewal of the contract will require City Manager authorization. All fees should be set for an annual term and clearly stated in the proposal.

IV. AGREEMENT AND TERMS (Continued)

C. City Taxation

The selected contractor will be required to obtain a City of Lawndale Business License.

D. Fee Payment Schedule

The selected contractor shall submit monthly invoices to the City's Finance Department for actual service provided prior to the invoice date and approved by the Director of Finance.

E. Agreement Termination

The City shall reserve the right to terminate the agreement entered into with the selected contractor, with or without cause, after having provided thirty (30) days written notice to the contractor of such termination.

V. PROPOSAL FORMAT

A. Submission of Proposals

All submittals must be signed by an official who is authorized to bind the contractor to the terms and provisions of the submittal. All submittals, associated costs and agreements shall remain valid for a period of sixty (60) days following the deadline for submittals. Submittals become the property of the City of Lawndale upon receipt.

B. Number of Copies

Two (2) hard copies of the proposal with original signature, and one (1) electronic copy in PDF format saved on USB flash drive must be delivered in person, by US Postal Service, or by courier service, such as Federal Express or UPS, shall be provided to the City of Lawndale.

C. Proposal Form Information

The following information shall be included on the Proposal Form:

1. Name of Firm/Contact Person.
2. List of three references from like-cities.
3. Name of official authorized to bind firm to terms of submittal.
4. Original signature of authorized official.
5. Date on which the submittal is executed by contractor.

VI. PROPOSAL FORMAT (Continued)

D. Company Profile

The Proposal shall include a profile of the contractor including:

1. Company overview and history.
2. Number of employees.
3. Location of Office(s).
4. Local government clients.

E. Staffing Personnel

Each proposal shall include the name(s) of key personnel assigned to perform the Citywide Information Technology services. Background information on personnel experience and qualifications with information technology support services must be provided.

F. Proposal Submittal

To be considered, completed proposals must be submitted by 2:00 PM on Thursday, March 25, 2021 to the following address:

City of Lawndale
City Clerk
14717 Burin Avenue
Lawndale, California 90260



CITY OF LAWNDALE

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

DATE: April 19, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *[Signature]*

PREPARED BY: Michael Reyes, Director of Municipal Services *[Signature]*
Greg Murphy, City Attorney

SUBJECT: **Ordinance No. 1180-21 Amending Section 8.12.120 of Chapter 8.12 of the Lawndale Municipal Code Pertaining to Illegal Fireworks Violations**

BACKGROUND

The City of Lawndale, like many municipalities is challenged in the days and months before and after the July 4th holiday with an onslaught of illegal fireworks usage which create noise and air pollution, health and safety issues, and a general disturbance for the community. While the City Council wishes to continue the use and sales of legal, safe and sane fireworks, it has also expressed their strong desire to limit the amount of illegal fireworks being used each year, and take stringent enforcement action against those causing such disturbances in the community.

STAFF REVIEW

At the April 5, 2021 City Council meeting, the City Council approved the Illegal Fireworks Suppression Plan which introduced several new techniques for suppressing the sale and use of illegal fireworks this July 4th holiday season. One new element of that plan was to amend Chapter 8.12, Section 8.12.120 of the Lawndale Municipal Code (LMC) which pertains to the sale and use of illegal fireworks in the City. This section has been amended in its entirety to now consist of five subsections (A through E) which provide new guidelines and clarify the rules regarding illegal fireworks possession and usage, and also strengthen the ability of Sheriff's deputies and City staff to enforce these rules.

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

8.12.120 Violation – Penalty

- A. States that any person violating these provisions is guilty of a misdemeanor and punishable by fine, imprisonment, or both.
- B. States that administrative citations will be issued to a reasonable person for violating these rules, and that a reasonable person may include the property owner not present at the time the violation occurred. This section further states that deputies may issue administrative citations to property owners if they witness illegal fireworks being used on their private property.

City Council Meeting – April 19, 2021

Ordinance No. 1180-21 Amending Section 8.12.120 of Chapter 8.12 of the Lawndale Municipal Code Pertaining to Illegal Fireworks Violations

- C. States a reasonable person in possession of 25 pounds of illegal fireworks or less shall be subject to citation.
- D. States that citations issued pursuant to these violations shall receive citations in the amount of \$1,000 for the first violation and \$2,000 for the second and all subsequent violations within a five year period of the most recently issued citation.
- E. States that the responsible party cited shall be required to pay this amount, and surrender all illegal fireworks to law enforcement officials.

LEGAL REVIEW

The City Attorney has been consulted in the development of this plan and approves the implementation of these strategies.

FISCAL IMPACT

City staff does not expect any increased costs as a result of this new ordinance, and as it may increase the amount of revenue resulting from the issuance of Administrative Citations than in previous years, staff does expect to generate sufficient fine revenue to pay for related expenses. Staff further acknowledges that while this new ordinance may create more revenue than in previous years, the goal of this ordinance is to prevent the use of illegal fireworks.

RECOMMENDATION

Staff recommends that the City Council introduce and approve the first reading of Ordinance No. 1180-21 amending Section 8.12.120 of Chapter 8.12 of the Lawndale Municipal Code pertaining to illegal fireworks violations.

ORDINANCE NO. 1180-21

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LAWDALE, CALIFORNIA, AMENDING SECTION
8.12.120 OF CHAPTER 8.12 OF THE LAWDALE
MUNICIPAL CODE PERTAINING TO FIREWORK
VIOLATIONS**

SUMMARY: This ordinance updates the penalty and enhances the enforcement of fireworks-related violations.

WHEREAS, the City of Lawndale has received complaints and concerns with the use of illegal fireworks in the City; and

WHEREAS, fireworks may lead to hazardous situations, injuries, personal property loss, and fires, which jeopardize the safety of the public and increase the cost of law enforcement and fire protection; and

WHEREAS, enhanced enforcement of fireworks-related violations of the Municipal Code will serve to abate the hazardous situations, injuries, personal property loss, and fires, which jeopardize the safety of the public by decreasing the amount of illegal fireworks usage in the City; and

WHEREAS, the City desires to amend Section 8.12.120 of the Lawndale Municipal Code to further discourage illegal fireworks use by enhancing the enforcement of fireworks-related violations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWDALE
ORDAINS AS FOLLOWS:

SECTION 1: Section 8.12.120 of Chapter 8.12 of the Lawndale Municipal Code is amended in its entirety to read as follows:

“8.12.120 Violation – Penalty.

- A. Any person who violates any of the provisions of this chapter or who knowingly or intentionally misrepresents to any officer or employee of the city any material fact in procuring the license or permit provided for in this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than two thousand dollars or by imprisonment in the County Jail for a period of not more than six months, or by both such fine and imprisonment. Any person, who may otherwise be charged with a misdemeanor as a result of a violation of this chapter, may be charged, at the discretion of the prosecuting authority, with an infraction.

- B. In addition to any other remedies set forth in this code, administrative penalties may be imposed against any responsible person for violating any of the requirements set forth in this chapter. Responsible person means a person who causes a code violation to occur, or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the County's latest equalized property taxes assessment rolls, and a lessee of a residential parcel each has notice of any violation existing on said property. For purposes of this chapter, there may be more than one (1) responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen (18) years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

- C. Each responsible person who is found to possess, use, store, sell and/or display dangerous fireworks in the amount of twenty-five (25 lbs) pounds or less shall be subject to an administrative citation, as set forth herein.

- D. Citations issued pursuant to this chapter shall carry administrative fines in the following amounts:
 - 1. \$1,000.00 for the first violation; and
 - 2. \$2,000.00 for the second and subsequent violations within a five year period.

- E. Administrative fine(s) issued pursuant to this chapter shall be due and payable in accordance with Chapter 1.11, and the cited person shall be required to abate the violation, and surrender all dangerous fireworks to the police officer or code enforcement officer, immediately. For penalties not paid in full within that time, a late charge in the amount set by resolution of the city council may be imposed and must be paid to the City by the cited person."

SECTION 2: The City Council declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this Ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action will not affect the validity of the remaining section or portions of the Ordinance or part thereof. The City Council declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this Ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 3: The City Council finds that this Ordinance is not subject to environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15305 (Minor Alterations to Land Use Limitations), 15060(c)(2), 15061(b)(3) and 15378 because the Ordinance involves general policy and procedures concerning minor alterations to land use limitations and existing uses within certain zones, and it can be seen with certainty that the Ordinance has no possibility of a significant effect on the environment.

SECTION 4: The City Clerk shall certify to the passage and adoption of this Ordinance and to its approval by the Mayor and shall cause the same to be published according to law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 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 duly introduced the foregoing Ordinance No. 1180-21 at its regular meeting held on the ___ day of ___, 2021, and duly approved and adopted said ordinance at its regular meeting held on the ___ day of ___, 2021, by the following roll call vote:

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

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney



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

DATE: April 19, 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.