



CITY OF LAWDALE

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

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

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up. You are still eligible to submit comment via the [Temporary eComment Policy for Public Meetings](#), the comments will be read verbatim into the record.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can now observe the meeting in person, with limited capacity, while strictly adhering to the [City Facilities Entry Protocols](#). Members of the public are still be able to view the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

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

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

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute and Inspiration)
- C. **PUBLIC SAFETY REPORT**
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**
- F. **CONSENT CALENDAR**

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

- 1. **Ricoh Copiers One (1) Year Lease Agreement (Extension)**
Recommendation: that the City Council approve a one (1) year Lease Agreement with Ricoh USA, Inc. for five (5) leased copiers/printers, for an amount not to exceed \$18,149.76.

2. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2107-030, authorizing the payment of certain claims and demands in the amount of \$3,766,257.85
3. **Minutes of the Lawndale City Council Regular Meeting – June 21, 2021**
Recommendation: that the City Council approve.
4. **Minutes of the Lawndale City Council Special Meeting – June 28, 2021**
Recommendation: that the City Council approve.

G. ADMINISTRATION

5. **Revision to Personnel Summary for Fiscal Year 2021-22 Budget**
Recommendation: that the City Council approve the change in the Personnel Summary by Program and Personnel Summary by Division for the 0.48 Full Time Equivalent (FTEs) for the Office Assistant in Public Works Administration.
6. **2021 League of California Cities – Annual Conference**
Recommendation: that the City Council select a delegate and an alternate to represent the City at the 2021 League of California Cities Annual Conference.

H. CITY MANAGER'S REPORT

I. ITEMS FROM CITY COUNCILMEMBERS

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

J. CLOSED SESSION

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

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, August 2, 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 July 19, 2021 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



CITY OF LAWDALE

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

July 19, 2021

TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *[Signature]*
PREPARED BY: Matthew Ceballos, Assistant City Clerk *[Signature]*
SUBJECT: Ricoh Copiers One (1) Year Lease Agreement (Extension)

BACKGROUND

The City of Lawndale has leased copiers from Ricoh USA, Inc. ("Ricoh") since October 2013. The City has piggybacked off of Ricoh's pre-bid State pricing. This has allowed the City to take advantage of the lowest pricing and highest level of service.

On June 5, 2017 the City Council unanimously approved a new four-year Ricoh lease agreement which was for 4 of the existing 5 copiers currently in service and cumulatively kept the current estimated monthly payment the same as it had been, at \$2,782.68 per month, for 5 copiers and printing.

On July 17, 2017 the City Council approved a revised four-year Ricoh lease agreement, keeping all terms and amounts the same.

STAFF REVIEW

The lease agreement for 4 Ricoh Copiers is set to expire on August 31, 2021. The lease agreement for 1 Ricoh copier has been expired since February 28, 2021. The proposed one (1) Year Lease Agreement would place all of the leased copiers on the same schedule and provide stable pricing, at a reduced rate.

Due to the length of prior lease agreement with Ricoh, a Request for Proposals will be issued during the proposed 1 year lease period. This is to ensure the City is getting the best rate and service possible for our reprographic needs.

LEGAL REVIEW

The City Attorney's office has reviewed the one (1) Year Lease Agreement and has approved it to form.

FISCAL IMPACT

In the Fiscal Year 21-22 budget, General Operation funding of \$37,000 was anticipated for the Equipment Rental (Lease & maintenance agreements for copiers) and the appropriation budget was established in the General Fund - General Operation (160.520.500).

City Council Meeting – April 5, 2021

Updating City Council Policy No. 77-04 (Records and Information Management), Annual Review and Updates for FY 2020-21

There will be a reduction in our monthly payment from \$1,894.94 to \$1,513.18, providing a savings of \$4,581.12 for Fiscal Year 21-22.

RECOMMENDATION

Staff recommends that the City Council approve a one (1) year Lease Agreement with Ricoh USA, Inc. for five (5) leased copiers/printers, for an amount not to exceed \$18,149.76.

Attachments: Ricoh Copiers one (1) Year Lease Agreement (Extension)

RICOHRicoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341**Lease Agreement**

Number: _____

This Lease Agreement (this "Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer," "you" or "your," we are referring to you, our Customer. When we use "we," "us" or "our," we are referring to Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

CUSTOMER INFORMATION

CITY OF LAWNSDALE				Robert Pullen-Miles			
Full Legal Name				Billing Contact Name			
14717 BURIN AVE				14717 BURIN AVE			
Equipment Location Address				Billing Address (if different from location address)			
LAWNSDALE		LOS ANGELES	CA	90260-1497	LAWNSDALE		LOS ANGELES CA 90260-1497
City	County	State	Zip	City	County	State	Zip
Federal Tax ID No. 00-0000000 <i>(Do Not Insert Social Security No.)</i>		Billing Contact Telephone No. (310)973-3200		Billing Contact Facsimile Number		Billing Contact E-Mail Address mceballos@lawnsdalecity.org	

EQUIPMENT DESCRIPTION

Qty	Equipment Description: Make & Model	Street Address/City/State/Zip
1	[NP] MP C6004EX C757M520208	14717 BURIN AVE, LAWNSDALE, CA, 90260-1497, US
1	[NP] MP C6004EX C757M520277	4722 MANHATTAN BEACH BLVD, LAWNSDALE, CA, 90260-2549, US
1	[NP] MP C4504EX C737M542042	14616 GREVILLEA AVE, LAWNSDALE, CA, 90260-1453, US
1	[XXXX] RICOH MP C6502SP E235CB00288	14700 BURIN AVE FL 2, LAWNSDALE, CA, 90260-1432, US
1	[NP]MP C6503 (120V) C067C600172	14717 BURIN AVE, LAWNSDALE, CA, 90260-1497, US

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>
12

Minimum Payment <i>(Without Tax)</i>
\$1,512.48

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other:

ADDITIONAL PROVISIONS (if any) are:

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum Attached: Yes (Check if yes and indicate total number of pages: ____)

TERMS AND CONDITIONS:

1. **Lease Agreement.** You agree to lease from us the equipment listed above ("Equipment"). **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Equipment Location" identified above is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The manufacturer of the tangible Equipment shall be referred to as the "Manufacturer." Our signature indicates our acceptance of this Lease.



2. Location of Equipment. You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the next page(s) of this Lease are hereby incorporated herein by reference.)

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: <u>Robert Pullen-Miles</u></p> <p>Title: _____ Date: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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Attest: _____ Erica Harbison, City Clerk

PERSONAL GUARANTY In consideration of Ricoh USA, Inc. entering into the above Lease, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that Ricoh USA, Inc. or its Assignee may modify the Lease or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Lease. I agree that Ricoh USA, Inc. or its Assignee need not notify me of any default under the Lease and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse Ricoh USA, Inc. or its Assignee, as applicable, for any costs or reasonable attorneys' fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X _____ Date: _____
Guarantor Signature

Home Address

City State Zip

() _____
Home Phone

(Printed Name of Guarantor - Do Not Include Title)

- Ownership of Equipment: Assignment. We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Lease without notice to you even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.
- Software or Intangibles. To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as defined below).
- Taxes and Origination Fee. In addition to the payments under this Lease, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment. If we are required to file and pay property tax, you agree at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Lease. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of this Lease, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Lease to reflect our increased cost of administration, and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of this Lease and not as a lump sum at Lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us. In connection with this Lease, you agree to pay us an origination fee of \$75.00 on the first payment date.
- Uniform Commercial Code ("UCC") Filing. To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
- Warranties. We transfer to you, without recourse, for the term of this Lease, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. However, if you enter into a Maintenance Agreement with the Servicer



- with respect to any Equipment, no provision, clause or paragraph of this Lease shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against the Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE THE EQUIPMENT "AS-IS."
8. **Maintenance of Our Equipment.** You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies, which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
 9. **Indemnity, Liability and Insurance.** To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Equipment, except to the extent caused by our gross negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
 10. **Renewal and Return of Equipment.** After the Minimum Term or any extension, this Lease will automatically renew on a month-to-month basis unless either party notifies the other in writing at least thirty (30) days, but not more than one hundred twenty (120) days, prior to the expiration of the Minimum Term or extension; provided, however, that at any time during any month-to-month renewal, we have the right, upon thirty (30) days notice, to demand that you return the Equipment to us in accordance with the terms of this Section 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Lease, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Lease, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
 11. **Lease Payments.** Payments will begin on the Equipment delivery and acceptance date ("Effective Date") or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay \$25 for each check returned for insufficient funds or any other reason. You agree that you will remit payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
 12. **Default and Remedies.** Each of the following is a "Default" under this Lease: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease is false or incorrect and/or you do not perform any of your other obligations under this Lease and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-licence the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
 13. **Business Agreement and Choice of Law.** YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.



14. No Waiver or Set Off. You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON.
15. Entire Agreement; Delivery & Acceptance Certificate. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE REPRESENT THE ENTIRE AGREEMENT BETWEEN US AND YOU AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.
16. Counterparts; Facsimiles. This Lease may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Lease to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Lease, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers and/or dates in this Lease. You agree that the facsimile or other electronic transmission of this Lease containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Lease containing your manual signature.
17. Miscellaneous. It is the intent of the parties that this Lease shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Lease by any representation or warranty not expressly set forth in this Lease. This Lease is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities will survive the termination of this Lease. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease and make your own determination of the proper accounting treatment of this Lease. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of leasing the Equipment to you under this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

Initial



RICOH**ORDER AGREEMENT**

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: CITY OF LAWNSDALE		
Address Line 1: 14717 BURIN AVE		Contact: Robert Pullen-Miles
Address Line 2:		Phone: (310)973-3200
City: LAWNSDALE		E-mail: mceballos@lawnsdalecity.org
ST/Zip: CA/90260-1497	County: LOS ANGELES	Fax:

Check all that apply:

- PO Included PO#
 TS PO# (if applicable)
 Sales Tax Exempt (Attach Valid Exemption Certificate)
 Syndication
 Add to Existing Service Contract #
- PS Service (Subject to and governed by additional Terms and Conditions)
 IT Service (Subject to and governed by additional Terms and Conditions)
 Fixed Rate Service Term

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: CITY OF LAWNSDALE			
Address Line 1: 14717 BURIN AVE		Contact: Robert Pullen-Miles	
Address Line 2:		Phone: (310)973-3200	
City: LAWNSDALE		E-mail: mceballos@lawnsdalecity.org	
ST/Zip: CA/90260-1497	County: LOS ANGELES	Fax:	
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
12	QUARTERLY	QUARTERLY	SILVER

SHIP TO INFORMATION					
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax	
CITY OF LAWNSDALE	14616 GREVILLEA AVE	LAWNSDALE CA/90260-1453 LOS ANGELES	Robert Pullen-Miles	(310)973-3200 mceballos@lawnsdalecity.org	
PRODUCT INFORMATION					
Product Description	QTY	Service Level	Total B/W Allowance B/W Ovg	Total Color Allowance Color Ovg	Service Base QUARTERLY
[NP] MP C4504EX C737M542042	1	SILVER	QUARTERLY 0 0.0061	QUARTERLY 0 0.0439	\$0.00

SHIP TO INFORMATION



Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax			
CITY OF LAWNSDALE	14700 BURIN AVE FL 2	LAWNSDALE CA/90260-1432 LOS ANGELES	Robert Pullen-Miles	(310)973-3200 mceballos@lawnsdalecity.org			
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance <i>QUARTERLY</i>	B/W Ovg	Total Color Allowance <i>QUARTERLY</i>	Color Ovg	Service Base <i>QUARTERLY</i>
[XXXX] RICOH MP C6502SP E235CB00288	1	SILVER	0	0.0061	0	0.0439	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax			
CITY OF LAWNSDALE	4722 MANHATTAN BEACH BLVD	LAWNSDALE CA/90260-2549 LOS ANGELES	Robert Pullen-Miles	(310)973-3200 mceballos@lawnsdalecity.org			
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance <i>QUARTERLY</i>	B/W Ovg	Total Color Allowance <i>QUARTERLY</i>	Color Ovg	Service Base <i>QUARTERLY</i>
[NP] MP C6004EX C757M520277	1	SILVER	0	0.0061	0	0.0439	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax			
CITY OF LAWNSDALE	14717 BURIN AVE	LAWNSDALE CA/90260-1497 LOS ANGELES	Robert Pullen-Miles	(310)973-3200 mceballos@lawnsdalecity.org			
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance <i>QUARTERLY</i>	B/W Ovg	Total Color Allowance <i>QUARTERLY</i>	Color Ovg	Service Base <i>QUARTERLY</i>
[NP]MP C6503 (120V) C067C600172	1	SILVER	0	0.0061	0	0.0439	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax			
CITY OF LAWNSDALE	14717 BURIN AVE	LAWNSDALE CA/90260-1497 LOS ANGELES	Robert Pullen-Miles	(310)973-3200 mceballos@lawnsdalecity.org			
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance <i>QUARTERLY</i>	B/W Ovg	Total Color Allowance <i>QUARTERLY</i>	Color Ovg	Service Base <i>QUARTERLY</i>
[NP] MP C6004EX C757M520208	1	SILVER	0	0.0061	0	0.0439	\$0.00



ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name: Robert Pullen-Miles	Printed Name:
Title:	Title:
Date	Date

Attest: _____ Erica Harbison, City Clerk

TERMS AND CONDITIONS MAINTENANCE SERVICE ONLY

Customer may acquire maintenance services ("Services") for equipment, software and/or hardware products from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance.

Services. (a) This Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term of the Service engagement, the location at which Services shall be performed and the applicable Service Charges for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) Ricoh will repair or replace in accordance with the terms and conditions of this Order and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Order. Ricoh may terminate its Service obligations under this Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.



Service Calls. Unless otherwise specified in this Order, service calls will be made during 9:00am - 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Order.

Service Charges. (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Order shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term (defined below) of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to 0% of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term; Early Termination. This Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Order for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Order for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

Payment; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

Title; Risk of Loss. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

Default. In addition to any other rights or remedies which either party may have under this Order or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Order as incorporated into the Order, and such failure or breach shall continue



un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Order and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Order, no refund or credit will be given for any early termination of this Order or this Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

Use of Recommended Supplies; Meter Readings. (a) It is not a condition of this Order that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the Internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

Connectivity and Professional Services. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in this Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under this Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

Insurance. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Order.

Indemnification. Each party (Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of



this Order, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Order. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS ORDER, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS ORDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Returns; Damaged Products. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Order nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

Non-Solicitation; Independent Contractors. Customer agrees that during the Term of this Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

Electronic Signatures. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signatures.

Advice of Counsel. Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Order and thereby executes this Order knowingly and willingly after receiving such legal advice.



Governing Law; Entire Agreement. This Order shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Order. The Uniform Computer Information Transactions Act shall not apply to this Order. This Order constitutes the entire agreement between the parties with respect to the subject matter contained in this Order, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Order, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Order shall be given no force or effect. Purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Order, shall: (i) be subject to this Order; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Order. The delay or failure of either party to enforce at any time any of the provisions of this Order shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Order. If any provision of this Order is held to be invalid or unenforceable, this Order shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon this order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Order in delivering Products and Services. This Order may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Order should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Initials



RESOLUTION NO. CC-2107-030

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$3,766,257.85**

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 201351 through 201483 for the aggregate total of \$3,766,257.85 are hereby authorized.

Effective Date: July 19th, 2021

Certified by:

 KEVIN CHAN
Mike Estes, Acting City Manager

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

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2107-030 at a regular meeting of said Council held on the 19th day of July, 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	Check Number		Aggregate Total
	Beginning	Ending	
6/17/2021	201351	201377	139,489.50
6/24/2021	201378	201409	596,887.56
6/30/2021	201410	201441	1,360,547.51
7/1/2021	201442	201450	710,660.39
7/8/2021	201451	201483	958,672.89
Total Checks			3,766,257.85

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 **3,766,257.85**

Check Register Report

Date: 06/17/2021
 Time: 7:41 am
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
201351	06/17/2021	Printed		0472	AMERINAT	MONTHLY SERVICE FEES	8.50
201352	06/17/2021	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	1,713.67
201353	06/17/2021	Printed		0142	BOULEVARD FLORIST	MEMORIAL DAY WREATH	147.18
201354	06/17/2021	Printed		7395	CASE LAND SURVEYING INC	PLAN CHECK & PARCEL MAP FEE	1,500.00
201355	06/17/2021	Printed		0615	CLEANSTREET	STREET SWEEPING CITYWIDE	18,243.50
201356	06/17/2021	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINTENANCE	38,273.94
201357	06/17/2021	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	16,749.88
201358	06/17/2021	Printed		0283	HINDERLITER, DE LLAMAS & ASSOC	CONTRACT/AUDIT SVCS SALES TAX	4,254.91
201359	06/17/2021	Printed		7786	THINH DUC HOANG	SECURITY DEPOSIT REFUND	1,875.00
201360	06/17/2021	Printed		7662	ITERIS INC	PROFESSIONAL ENGINEERING SVCS-	1,560.00
201361	06/17/2021	Printed		0308	LOS ANGELES COUNTY	TRAFFIC ENFORCEMENT	17,006.50
201362	06/17/2021	Printed		7787	MINGUIA'S ROOFING COMPANY	SECURITY DEPOSIT REFUND	1,226.89
201363	06/17/2021	Printed		6809	NATIONAL TRENCH SAFETY	COLD MIX FOR STREET REPAIRS	915.88
201364	06/17/2021	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	556.62
201365	06/17/2021	Printed		4457	Q PRESS	LAWDALIAN SUMMER 2021 ISSUE	5,871.57
201366	06/17/2021	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING MAINTENANCE SERVIC	18,575.00
201367	06/17/2021	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	1,143.20
201368	06/17/2021	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES	6,265.00
201369	06/17/2021	Printed		5956	SUPERCO SPECIALTY PRODUCTS	GRAFFITI SUPPLIES	302.65
201370	06/17/2021	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	484.60
201371	06/17/2021	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	151.87
201372	06/17/2021	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,258.67
201373	06/17/2021	Printed		2883	UNDERGROUND SERVICE ALERT SC	CALIFORNIA STATE FEE	80.31
201374	06/17/2021	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	95.19
201375	06/17/2021	Printed		3373	VERIZON WIRELESS	CELL PHONE SERVICES	664.32
201376	06/17/2021	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	514.65
201377	06/17/2021	Printed		7231	VOLUNTEER FIREFIGHTER ALLIANCE	DONATION FROM P. KEARNEY	50.00

Total Checks: 27 **Checks Total (excluding void checks): 139,489.50**

Total Payments: 27 **Bank Total (excluding void checks): 139,489.50**

Total Payments: 27 **Grand Total (excluding void checks): 139,489.50**

Check Register Report

Date: 06/24/2021
 Time: 10:28 am
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
201378	06/24/2021	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES - MAY 2021	9,014.75
201379	06/24/2021	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	PEST CONTROL SERVICES	125.00
201380	06/24/2021	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	COFFEE/TEA SERVICES- JUNE2021	143.56
201381	06/24/2021	Printed		2207	ASAP SIGN & BANNER	VIDEO SURVEILLANCE SIGNS	154.35
201382	06/24/2021	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	2,112.71
201383	06/24/2021	Printed		1056	AT&T GLOBAL SERVICES, INC.	TELEPHONE SYSTEM LEASE, MAINTENANCE	865.67
201384	06/24/2021	Printed		7788	CASTRO'S RUFFING INC	SECURITY DEPOSIT REFUND	210.00
201385	06/24/2021	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	JUNE 2021-INS PRE-TAX/POST TAX	2,516.04
201386	06/24/2021	Printed		7595	DBX, INC.	TRAFFIC SIGNAL INSTALLATION/MO	71,153.15
201387	06/24/2021	Printed		0216	DELTA DENTAL	JUNE 2021 DENTAL INSURANCE-REG	2,051.14
201388	06/24/2021	Printed		0389	DELTA DENTAL INS	JUNE 2021 DENTAL PREMIUM	150.28
201389	06/24/2021	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	358.72
201390	06/24/2021	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	732.62
201391	06/24/2021	Printed		7790	MICHAEL JARICK	PLANNING DEPOSIT REFUND	982.12
201392	06/24/2021	Printed		2773	L. A. CNTY DEPT PUBLIC WORKS	TRAFFIC SIGNAL ACCIDENT REPAIR	1,242.87
201393	06/24/2021	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES	494,322.29
201394	06/24/2021	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE ASSIST PROGRAM	89.87
201395	06/24/2021	Printed		0572	ONE WAY PHOTOGRAPHY	PHOTOGRAPHY SERVICES	500.49
201396	06/24/2021	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR	75.00
201397	06/24/2021	Printed		5216	POWERSTRIDE BATTERY	EQUIPMENT #500 BATTERY	128.83
201398	06/24/2021	Printed		5068A	QUADIENT FINANCE USA INC	POSTAGE USAGE FOR CITY HALL	1,000.00
201399	06/24/2021	Printed		5068	QUADIENT LEASING USA, INC	MAIL MACHINE LEASING SERVICES	712.16
201400	06/24/2021	Printed		5895	RICOH USA INC	LEASE AND USAGE CHARGES FOR CO	1,447.61
201401	06/24/2021	Printed		7789	FARIS SOUMI	SECURITY DEPOSIT REFUND	1,260.00
201402	06/24/2021	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	877.56
201403	06/24/2021	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	63.16
201404	06/24/2021	Printed		5641	SUPERIOR SOUTHBAY PRINTING	11,000 #10 ENVELOPES PRINTED	782.78
201405	06/24/2021	Printed		0456	THE PIN CENTER	(300) CITY LOGO LAPEL PINS	347.00
201406	06/24/2021	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM	1,527.15
201407	06/24/2021	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	908.39
201408	06/24/2021	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	212.25
201409	06/24/2021	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM JUNE 2021	820.04

Total Checks: 32 Checks Total (excluding void checks): 596,887.56

Total Payments: 32 Bank Total (excluding void checks): 596,887.56

Total Payments: 32 Grand Total (excluding void checks): 596,887.56

Check Register Report

Date: 06/30/2021
 Time: 12:57 pm
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
201410	06/30/2021	Printed		1938	ADAPT CONSULTING, INC.	RECYCLED PLASTIC PINT FUNNELS	997.79
201411	06/30/2021	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CITY HALL & MSD - QUARTERLY SVC	815.00
201412	06/30/2021	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	612.16
201413	06/30/2021	Printed		7564	COLANTUONO, HIGHSMITH, &	LEGAL SERVICES - PERSONNEL	5,500.00
201414	06/30/2021	Printed		7793	ROBERT-CONSTANT	REFUND FOR OVERPAYMENT	10.00
201415	06/30/2021	Printed		4734	COUNTY OF LOS ANGELES	REFUNDABLE CLEANING DEPOSIT	250.00
201416	06/30/2021	Printed		7438	DEPARTMENT OF PUBLIC HEALTH	PRORATED ANNUAL FEE- JANE ADAM	68.50
201417	06/30/2021	Printed		7782	DOCULYNX OPERATIONS LLC	PDF Conversion and Indexing of	3,556.92
201418	06/30/2021	Printed		6530	GENERAL INDUSTRIAL TOOL & SUPP	DRIVER/DRILL COMBO KIT	283.61
201419	06/30/2021	Printed		1954	JANICE GIVENS	REIMBURSE EXPENSE SUPPLIES	239.79
201420	06/30/2021	Printed		6231	GREENLAND SUPPLY INC.	IRRIGATION SUPPLIES	818.29
201421	06/30/2021	Printed		0673	HI-WAY SAFETY, INC	STREET SIGNS	826.25
201422	06/30/2021	Printed		0325	LIEBERT CASSIDY WHITMORE	EMPLOYEE INVESTIGATE SVCS	4,121.50
201423	06/30/2021	Printed		7733	MARIA'S GARDEN CENTER &	PLANTS & MATERIALS	2,648.15
201424	06/30/2021	Printed		6428	MINUTEMAN PRESS OF GARDENA	BUSINESS CARDS FOR 7 STAFFS	264.89
201425	06/30/2021	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE-COMMUNITY	616.46
201426	06/30/2021	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	1,259.36
201427	06/30/2021	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR	50.00
201428	06/30/2021	Printed		4931	PERRY MAILING SERVICES	MAILING & LETTER SHOP SVCS	1,408.55
201429	06/30/2021	Printed		5216	POWERSTRIDE BATTERY	2 NEW BATTERIES FOR #482	531.20
201430	06/30/2021	Printed		6499	RJS CONSTRUCTION SUPPLIES	NO PARKING SIGNS AND BROOMS	248.43
201431	06/30/2021	Printed		7792	ADRIAN SANDOVAL	MILEAGE-OPENINGS/CLOSING PARK	279.44
201432	06/30/2021	Printed		6896	SEQUEL CONTRACTORS INC	SB1 FY 2019/2020 STREET	1,332,122.65
201433	06/30/2021	Printed		6379	SHI	RV160W WIRELESS-AC VPN ROUTER	196.81
201434	06/30/2021	Printed		6349	STEAMX, LLC - SIGNAL HILLS	PRESSURE WASHER PARTS	109.67
201435	06/30/2021	Printed		5956	SUPERCO SPECIALTY PRODUCTS	GRAFFITI SUPPLIES	423.72
201436	06/30/2021	Printed		0458	THE SALVATION ARMY	MEALS FOR BEACH CITIES	74.00
201437	06/30/2021	Printed		2883	UNDERGROUND SERVICE ALERT SC	CALIFORNIA STATE FEE	29.06
201438	06/30/2021	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	95.19
201439	06/30/2021	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL SUPPLIES	525.42
201440	06/30/2021	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	616.70
201441	06/30/2021	Printed		7794	W.G. ZIMMERMAN ENGINEERING INC	TRAFFIC CONTROL PREPARATION	948.00

Total Checks: 32 Checks Total (excluding void checks): 1,360,547.51

Total Payments: 32 Bank Total (excluding void checks): 1,360,547.51

Total Payments: 32 Grand Total (excluding void checks): 1,360,547.51

Check Register Report

Date: 07/01/2021
 Time: 11:48 am
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
201442	07/01/2021	Printed		3228	ALLIANT INSURANCE SERVICES	21/22 ACIP CRIME ANNUAL PREM	1,381.00
201443	07/01/2021	Printed		2891	ASCAP	ANNUAL LICENSING FEES	369.00
201444	07/01/2021	Printed		0158	CALIFORNIA JPIA	2021/22 PROPERTY INSURANCE	664,282.00
201445	07/01/2021	Printed		0321	LEAGUE OF CALIFORNIA CITIES	2022 MEMBERSHIP DUES	1,149.75
201446	07/01/2021	Printed		7392	ONLINE SOLUTIONS LLC	ANNUAL BILLING - CITIZENSERVE	28,800.00
201447	07/01/2021	Printed		3915	QUALITY CODE PUBLISHING LLC	2021/22 WEBSITE MAINT/STORAGE	780.00
201448	07/01/2021	Printed		5895	RICOH USA INC	LEASE/USAGE CHARGES FOR	2,142.66
201449	07/01/2021	Printed		0442	SO CALIF ASSOC OF GOVERNMENTS	MEMBERSHIP FEES FY 2021/22	3,784.00
201450	07/01/2021	Printed		4444	TYLER TECHNOLOGIES INC	ACCOUNTING SOFTWARE MAINT SVCS	7,971.98

Total Checks: 9

Checks Total (excluding void checks):

710,660.39

Total Payments: 9

Bank Total (excluding void checks):

710,660.39

Total Payments: 9

Grand Total (excluding void checks):

710,660.39

Check Register Report

Date: 07/08/2021
 Time: 10:11 am
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
201451	07/08/2021	Printed		1938	ADAPT CONSULTING, INC.	SHOP TOWELS FOR USED OIL	900.01
201452	07/08/2021	Printed		6369	AM-TEC SECURITY	ALARM SYSTEM AND MONITORING	925.50
201453	07/08/2021	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL-COMTY SVS	125.00
201454	07/08/2021	Printed		0115	AT & T	LONG DISTANCE SERVICES	15.95
201455	07/08/2021	Printed		7796	RON BENTLEY	PLANNING DEPOSIT REFUND	506.61
201456	07/08/2021	Printed		7785	BERICOM DESIGN	NTWK MAINT & COMPUTER SUPPORT	11,902.00
201457	07/08/2021	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - MAY 2021	30,195.31
201458	07/08/2021	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES	46,925.62
201459	07/08/2021	Printed		0217	DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SERVICES	143.74
201460	07/08/2021	Printed		7795	DICK WAGONER MUJFFLER & AC	AC EVAPORATOR & RECHARGE	685.00
201461	07/08/2021	Printed		5876	DUTHIE POWER SERVICES	GASOLINE FOR CITY HALL	1,305.49
201462	07/08/2021	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	208.66
201463	07/08/2021	Printed		3377	H F & H CONSULTANTS, LLC	SOLID WASTE CONSULTING SERVICE	26,849.75
201464	07/08/2021	Printed		6996	VILMA HALL	MILEAGE REIMB. - APR-JUNE2021	131.60
201465	07/08/2021	Printed		0673	HI-WAY SAFETY, INC	STREET SIGNS	171.70
201466	07/08/2021	Printed		4629	L.A COUNTY AUDITOR CONTROLLER	2021/2022 LAFCO FEES	559.94
201467	07/08/2021	Printed		0338	MANERI SIGN COMPANY	YELLOW ARROW SIGNS	162.25
201468	07/08/2021	Printed		6445	MICHAEL BAKER INTL, INC	CDBG Consulting Services from	6,478.50
201469	07/08/2021	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	348.66
201470	07/08/2021	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR	30.00
201471	07/08/2021	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	308.03
201472	07/08/2021	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	9.36
201473	07/08/2021	Printed		0346	SPARKLETTIS	BOTTLE WATER SERVICE -MAY 2021	454.51
201474	07/08/2021	Printed		4142	TIME WARNER CABLE	SPECTRUM ENTERPRISE TV	1,938.41
201475	07/08/2021	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	5,796.93
201476	07/08/2021	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	386.39
201477	07/08/2021	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	5.74
201478	07/08/2021	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	287.93
201479	07/08/2021	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	125.18
201480	07/08/2021	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL SUPPLIES	278.26
201481	07/08/2021	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	289.95
201482	07/08/2021	Printed		6795	WELLS FARGO CTS DEBT SERVICE	2021/22 DEBT SERVICE PAYMENT	819,760.91
201483	07/08/2021	Printed		6120	YESCO SIGNS LLC	ELECTRICAL PANEL & BREAKER	460.00

Checks Total (excluding void checks): 958,672.89

Total Checks: 33

Bank Total (excluding void checks): 958,672.89

Total Payments: 33

Grand Total (excluding void checks): 958,672.89

**MINUTES OF THE
LAWDALE CITY COUNCIL REGULAR MEETING
June 21, 2021**

A. CALL TO ORDER AND ROLL CALL

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

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

Other Participants: 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, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos, Public Works Director Julian Lee

B. CEREMONIALS

Councilmember Bernadette Suarez led the flag salute and Pastor George Magdalany, Hope Chapel Hawthorne, provided the inspiration.

C. PUBLIC SAFETY REPORT

Captain Duane Allen summarized the recent law enforcement activities.

A lengthy dialogue ensued between the City Council and Captain Duane Allen regarding illegal fireworks and enforcement.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Pam London, Resident, spoke about City staff, the City's management and operations.

Randall Abram, Resident, spoke of the illegal suppression plan and annual regulatory fee for fireworks suppliers

Sandra Falcon, Resident, spoke briefly about fireworks, involuntary tobacco smoke in multi-unit housing and illness from 2nd and 3rd hand smoke.

Clint Child, Resident, spoke about the regulation and policy on parkways.

Deena Sopka, Resident, spoke about fireworks and the Sheriff's lack of response.

E. COMMENTS FROM COUNCIL

The City Council responded generally to the comments. The Council reached a consensus with no objection to revisit the parkway policy and to have staff gather more information on a preventing tobacco use in multi-family housing.

F. CONSENT CALENDAR

1. Fiscal Year 2021-2022 Budget List of Projects Road Repair and Accountability Act of 2017- Senate Bill (SB) 1

Recommendation: that the City Council (a) adopt Resolution No. CC-2106-024 approving the project list of streets in Exhibit A and (b) direct staff to include the additional funding necessary for these projects in the Fiscal Year 2021-2022 budget.

2. Telecom Law Firm - Second Amendment to Agreement

Recommendation: that the City Council (a) approve the Second Amendment to the agreement with Telecom Law Firm PC for an additional fee no to exceed \$25,0000 increasing the total contract sum to \$74,500 and (b) extend the agreement term to June 30, 2022.

3. Parks, Recreation and Social Services Commission Appointments to Fill Vacancies

Recommendation: that the City Council (a) approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2106-025; and (b) the City Council adopt the resolution as amended.

4. Beautification Committee Appointment to Fill a Vacancy

Recommendation: that the City Council (a) approve the Mayor's appointment by directing staff to insert the appointee's names in Section 1 of Resolution No. CC-2106-026; and (b) the City Council adopt the resolution as amended.

5. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2106-023, authorizing the payment of certain claims and demands in the amount of \$628,485.83.

6. Minutes of the Lawndale City Council Regular Meeting – June 7, 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. ADMINISTRATION

7. Letter Agreement for Continuing Operation of City Parks at School District Sites

Recommendation: that the City Council review the draft letter agreement for continuing operation of City parks at Lawndale Elementary District sites and authorize the Mayor to execute it.

City Attorney Gregory M. Murphy reported on the Letter Agreement for Continuing Operation of City Parks at School District Sites

Mayor Pro Tem Pat Kearney inquired about the date the Lawndale Elementary District will sign the Letter Agreement. City Attorney Gregory M. Murphy responded accordingly.

A motion by Councilmember Suarez to approve letter agreement for continuing operation of City parks at Lawndale Elementary District sites and authorize the Mayor to execute it, was seconded by Councilmember Cuevas and carried by a vote of 4-0, Councilmember Kearney abstained.

H. CITY MANAGER'S REPORT

City Manager Kevin Chun commended and thanked all staff for the hard work during the pandemic. City Manager Chun announced that tonight is the last night for e-comments to be received and read by staff during a City Council meeting but still welcome to receive and record. City Manager Chun went on and spoke about the upcoming special budget meeting(s) which may be on Monday, June 28th and/or June 30th. City Manager Chun added a reminder of the July 6th City Council meeting cancelled.

I. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Suarez attended a virtual meeting with the South Bay Cities Council of Government Steering committee and the farewell celebration for the superintendent, Dr. Gregory O'Brien, of the Centinela Valley Union High School District.

Councilmember Cuevas attended a Newly Elected Official Academy and Lawndale's Pet Licensing and Vaccination Fair.

Councilmember Hofmann Gorman attended Lawndale's Pet Licensing and Vaccination Fair, commended Municipal Services Director Michael Reyes and staff for the good turnout and asked staff to improve communication next year. Councilmember Hofmann Gorman went on wishing everyone a Happy 4th of July.

City Manager Kevin Chun added that the Public Works Department and Finance Department also were part of the success of the Pet fair.

Mayor Pro Tem Kearney attended the Sherriff's Liability Trust and Oversight Committee and the farewell celebration for the outgoing superintendent, Dr. Gregory O'Brien, of the Centinela Valley Union High School District. Councilmember Kearney requested the Vax App to be announced on the City's website and Social Media account. City Manager Chun responded he would look into it.

Mayor Pullen-Miles attended a meeting with the Sanitation District of Los Angeles County and the farewell celebration for the superintendent, Dr. Gregory O'Brien. The Mayor went on to report on his attendance of the Lawndale High School Class of 2021 graduation and a food drive

with L.A. County Supervisor Holly Mitchell and Restoration of Life Church. The Mayor added well wishes for Independence Day.

J. CLOSED SESSION

At 7:32 p.m. the City Council entered into Closed Session.

9. Conference with Labor Negotiator

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

At 8:31 p.m. the City Council entered back into open session.

City Attorney Gregory M. Murphy reported that the City Council met in Closed Session to discuss the item listed on the Closed Session agenda. The City Council was updated on the item and there was no reportable action taken.

K. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 8:33 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 07/19/2021

**MINUTES OF THE
LAWNDALE CITY COUNCIL SPECIAL MEETING
June 28, 2021**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:32 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, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Community Services Director Mike Estes, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos, and Interim Finance Director Michael Matsumoto

B. CEREMONIALS

Councilmember Sirley Cuevas led the flag salute.

C. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Jean Wiltfong, Resident, requested City of Lawndale join other cities of Los Angeles County for a vote of no confidence for District Attorney George Gascon.

D. COMMENTS FROM COUNCIL

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

E. CONSENT CALENDAR

1. Annual Investment Policy - Fiscal Year 2021-22

Recommendation: that the City Council adopt Resolution CC-CC-2106-027, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits.

REDEVELOPMENT SUCCESSOR AGENCY

2. Minutes of the Successor Agency Meeting – June 3, 2020

Recommendation: that the Board approves.

LAWNDALE HOUSING AUTHORITY

3. Minutes of the Housing Authority Regular Meeting – June 3, 2020

Recommendation: that the Commissioners approve.

LAWNDALE CABLE USAGE CORPORATION

4. Minutes of the Cable Usage Corporation Board of Directors Meeting – June 3, 2020

Recommendation: that the Directors approve.

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

F. ADMINISTRATION

5. Fiscal Year 2021-2022 Appropriations Limit

Recommendation: that the City Council adopt Resolution No. CC-2106-028, approving the Appropriations Limit for Fiscal Year 2021-22.

Interim Finance Director Michael Matsumoto reported on the Fiscal Year 2021-2022 Appropriations Limit.

A motion by Councilmember Suarez to adopt Resolution No. CC-2106-028, approving the Appropriations Limit for Fiscal Year 2021-22, was seconded by Councilmember Cuevas and carried by a vote of 5-0.

6. Fiscal Year 2021-2022 Budget Workshop

Recommendation: that the City Council (a) receive and file the budget presentation; and (b) review the proposed budget and direct staff as appropriate.

Interim Finance Director Michael Matsumoto provided a PowerPoint presentation on the proposed Fiscal Year 2021-2022 Budget. A lengthy dialogue ensued between Council and staff regarding the Fiscal Year 2021-2022 Budget.

A lengthy dialogue ensued between City Council and staff regarding the city's operational and capital expenditures. The City Council made the following budget recommendations:

1. City Council division 110 – In Fund 100, Memberships/Dues (#510.610) – The Committee suggested excluding \$6,500 to the South Bay Cities Council of Governments (COG) planner position. The \$6,500 was removed at the request of the Committee, and the Committee recommends not adding this back. *Recommendation approved by City Council to not include the funding in the budget.*

2. City Clerk division 130 – In Fund 100, Contract Services (#530.100) – The Committee wanted to understand why software maintenance costs increased from \$1,000 to \$2,000. *After clarification on the expenditure it was approved by the City Council to include the funding in the budget.*

3. City Manager division 140 - In Fund 100, Contract Services (#530.100) – The Committee wanted the full City Council to decide whether to include or exclude \$40,000 for a Communications Consultant. The Committee did not make a recommendation one way or the other.

After dialogue regarding the consultant it was approved by the City Council to include the funding in the budget.

4. Administrative Services division 150 – In Fund 100, the following:

a. Citywide Staff Development (#510.605) – The Committee wanted the full City Council to decide whether to include or exclude \$10,000 for the Executive Leadership Training. The Committee did not make a recommendation one way or the other.

After dialogue regarding staff development it was approved by the City Council to include the funding in the budget.

b. Contract Services #530.100) – At the request of the City Manager, full City Council can decide whether to add \$30,000 for recruitment costs to replace the Finance Director position. The Committee did not make a recommendation one way or the other.

After dialogue regarding the Finance Director recruitment it was approved by the City Council to include the funding in the budget. Further direction was given to first conduct the recruitment “in-house” prior to using a recruiting firm.

5. Public Works Administration division 310, Fund 207 (Prop C)

a. The salaries and benefits for Prop C Administration were inadvertently omitted. The Committee and the Public Works Director recommend the City Council add \$237,751 to the Personnel budget for 2021-22.

After an explanation and dialogue regarding Prop C Administration funding it was approved by the City Council to include the funding in the budget.

b. Redondo Beach Boulevard (#700.277) – the proposed budget projects a deficit in Prop C in the amount of \$269,063, and the deficit will become \$506,814. The Budget Committee recommends reducing the budget for Redondo Beach Boulevard by \$600,000 to avoid overspending Prop C funds.

After an explanation and dialogue regarding Prop C Administration funding it was approved by the City Council to reduce the funding in the budget.

6. Community Development division 410 - In Fund 279, Professional Services (#530.200) – The Committee wanted to know why the budget was \$37,000, but the detail only shows \$28,000 (\$17,000 and \$11,000).

After clarification on the expenditure it was approved by the City Council to include the funding in the budget.

7. CDBG-CV division 440 – in fund 214, Professional Services (#530.200) – The Committee wanted to know why the amount increased from a budget of \$5,000 in 2020-21 to \$16,000 in 2021-22.

After clarification on the expenditure it was approved by the City Council to include the funding in the budget.

8. Community Services division 510

a. In Fund 206 (Prop A), the full-time salaries and benefits were inadvertently omitted. The Budget Committee recommends that \$155,000 be added to the 2021-22 budget to match the 2020-21 amended budget.

After an explanation and dialogue regarding Prop A funding it was approved by the City Council to include the funding in the budget.

b. Summer Day Camp and Travel Club programs – The Committee recommends a limit of staffing to five (5) part-time employees.

Recommendation approved by City Council to limit of staffing to five (5) part-time employees in the budget.

c. For an Unarmed Security Guard – The Committee wanted the full City Council to decide whether to include or exclude this in the 2021-22 budget. The Committee did not make a recommendation one way or the other.

After a lengthy explanation and dialogue regarding an Unarmed Security Guard funding it was approved by the City Council to include the funding in the budget.

9. Special Events division 550 – Blues Music Festival – The Committee wanted the full City Council to decide whether to have the Parks, Recreation, and Social Services Commission (PRSSC) pay for this event through their own funding, or if it should continue to be funded by the General Fund. The Committee did not make a recommendation one way or the other.

After dialogue regarding the Blues Music Festival it was approved by the City Council to not include the funding in the budget and request the Parks, Recreation, and Social Services Commission (PRSSC) pay for this event through their own funding.

10. Fund 274 SB1 is projected to have a deficit of \$95,578 – there are two annual street improvement projects totaling \$1,098,000 proposed. The Committee did not discuss this item, but the City Council could delay some of the projects until sufficient funding becomes available.

After an explanation and dialogue regarding the SB1 funding it was approved by the City Council to delay some of the projects until sufficient funding becomes available.

CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/LAWNDALE HOUSING
AUTHORITY/ LAWNDALE CABLE USAGE CORPORATION

7. Annual Budget for Fiscal Year 2021-2022

Recommendation: that the City Council (a) consider the proposed changes to the budget and decide on each item; and (b) adopt Resolution No. CC-2106-029, approving the budget for fiscal year 2021-22 as amended.

The City Council discussed the proposed budget, agenda item number 6 and agenda item 7 under agenda item 6.

Mayor Pro Tem Kearney inquired as to another budget change related to an increase of \$3,000 for National Night Out with the Los Angeles Sheriff's Department.

11. After dialogue regarding National Night Out it was approved by the City Council to reduce the proposed budget amount of \$4,500 to \$2,000, as line item 11.

Councilmember Suarez requested staff remove Cable Commissioners \$900 stipend due to it being dissolved.

12. It was approved by the City Council to remove the Cable Commissioners \$900 stipend from the budget, as line item 12.

A motion by Councilmember Cuevas to consider and approve items 1 through 12 as listed in the staff report and subsequently amended and added to by City Council, and

incorporated into the proposed budget, and direct staff as appropriate, and adopt Resolution No. CC-2106-029, approving and adopting the Annual Budget for Fiscal Year 2021-22 as amended based on direction provided by City Council in relation to items 1 through 12 as listed in the staff report, subsequently amended and added to by City Council, was seconded by Pro Tem Kearney and carried by a vote of 5-0.

G. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 8:10 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 7/19/2021



CITY OF LAWNSDALE

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

DATE: July 19, 2021
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *[Signature]*
PREPARED BY: Michael Matsumoto, Financial Consultant *mm*
SUBJECT: **Revision to Personnel Summary for Fiscal Year 2021-22**

BACKGROUND

The City Council approved the Fiscal Year 2021-22 budget at the June 28, 2021 City Council meeting. The Office Assistant part-time position in Public Works Administration (Division 310) was properly included in the budget in the amount of \$20,280; however, the Personnel Summary by Program and by Division schedules did not include the part-time Office Assistant.

STAFF REVIEW

The hours or Full-Time Equivalents of 0.48 have been added to the Personnel schedules.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council ratify the change in the attached Personnel Summary by Program and Personnel Summary by Division for the 0.48 FTEs for the Office Assistant in Public Works Administration.

Attachments: 1) Personnel Summary by Program (Part-Time Positions)
2) Personnel Summary by Division (Part-Time)

Attachment 1

PERSONNEL SUMMARY BY PROGRAM

PART-TIME POSITIONS

	GENERAL (100)	GAS TAX (201)	PROP A (206)	CDBG (214)	RECREATION FUND (277)	TOTAL
<u>CABLE TV (170)</u>						
Cable TV Production Assistants	0.96					0.96
SUBTOTAL	0.96					0.96
<u>MUNICIPAL SERVICES (300)</u>						
Municipal Services Officer I	0.48					0.48
Code Enforcement Officer I	0.48					0.48
SUBTOTAL	0.96					0.96
<u>PUBLIC WORKS ADMINISTRATION (310)</u>						
Office Assistant	0.48					0.48
SUBTOTAL	0.48					0.48
<u>PUBLIC WORKS GROUNDS (320)</u>						
Maintenance Worker I	0.48					0.48
SUBTOTAL	0.48					0.48
<u>PUBLIC WORKS STREETS (330)</u>						
Maintenance Worker I		0.48				0.48
SUBTOTAL		0.48				0.48
<u>COMMUNITY SERVICES ADMINISTRATION (510)</u>						
Transit Driver			0.47			0.47
Recreation Leader				1.20	4.68	5.88
Senior Recreation Leader					0.88	0.88
SUBTOTAL			0.47	1.20	5.56	7.23
GRAND TOTAL ALL POSITIONS:	2.88	0.48	0.47	1.20	5.56	10.59

NOTE: 1 = 40 hours per week

Attachment 2

PERSONNEL SUMMARY BY DIVISION (PART-TIME)

POSITION	2020-2021 Amended	2021-2022 Adopted	Change from Prior Year
<u>CABLE TV (170)</u>			
Cable TV Production Assistants	0.96	0.96	0.00
SUBTOTAL	0.96	0.96	0.00
<u>MUNICIPAL SERVICES (300)</u>			
Code Enforcement Officer I	0.00	0.48	0.48
Municipal Services Officer II	0.00	0.48	0.48
SUBTOTAL	0.00	0.96	0.96
<u>PUBLIC WORKS ADMINISTRATION (310)</u>			
Office Assistant	0.00	0.48	0.48
SUBTOTAL	0.00	0.48	0.48
<u>PUBLIC WORKS GROUNDS (320)</u>			
Maintenance Worker I	0.00	0.48	0.48
SUBTOTAL	0.00	0.48	0.48
<u>PUBLIC WORKS STREETS (330)</u>			
Maintenance Worker I	0.00	0.48	0.48
SUBTOTAL	0.00	0.48	0.48
<u>COMMUNITY SERVICES ADMIN. (510)</u>			
Transit Driver	0.47	0.47	0.00
Recreation Leaders	5.38	5.88	0.50
Senior Recreation Leaders	0.47	0.88	0.41
SUBTOTAL	6.32	7.23	0.91
TOTAL PART-TIME POSITIONS	7.28	10.59	3.31

Note: 1 = 40 hours per week



CITY OF LAWNDALE

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

July 19, 2021

TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *[Signature]*
PREPARED BY: Matthew Ceballos, Assistant City Clerk
SUBJECT: **2021 League of California Cities Annual Conference**

BACKGROUND

The League of California Cities annual conference will be held from September 22-24, 2021. During the annual business meeting/luncheon on Friday, September 24, the general assembly will consider and act upon resolutions that establish policy for the coming year. Pursuant to the League's bylaws, to vote on the resolutions, each city council must formally designate a delegate and up to two alternates to represent their respective cities at this meeting. This year, the League advises that member cities take action on their voting delegates no later than Tuesday, August 31. The voting delegate/alternate form must be completed and returned by Wednesday, September 15.

STAFF REVIEW

Designation of Delegate/Alternates: League procedures allow each city council to designate its voting delegate and alternate(s) via resolution or minute action. In the past, the Mayor has polled the City Council to determine which members wished to attend the conference. The City Council then designated a delegate and alternate(s) by minute action. Staff recommends the same process.

The City's most recent delegates have been the following:

Year	Delegate	Alternate(s)
2020	Councilmember Suarez	Mayor Pro Tem Kearney
2019	Councilmember Kearney	Mayor Pullen-Miles, Mayor Pro Tem Osborne
2018	Councilmember Osborne	Mayor Pullen-Miles
2017	Mayor Pullen-Miles	None
2016	Mayor Pullen-Miles	Councilmember Osborne

Conference Resolutions: Any elected or appointed city official, individual city, division, department, policy committee, or the board of directors may submit a resolution for consideration at the annual business meeting. Resolutions should focus on direct municipal issues of statewide

importance and must be accompanied by written documentation of concordance by at least five cities. The City Council may wish to take a position on a resolution and give direction to the City's delegate in accordance with that position. Should that occur, City Councilmembers should request that an item be placed on a special meeting agenda. Staff recommends that such requests be forwarded to the City Manager as soon as possible.

Conference Registration and Expenses: Each delegate and alternate must register for the conference; single day registration for the Friday voting meeting is acceptable. Registration for the full conference is \$600. Single day registration can be purchased for \$325. Full conference registration will cover a reception on Wednesday evening, and luncheons on Thursday and Friday. Other reimbursable travel expenses might include mileage, parking and meals.

Hotel accommodations have been included in the budget for this conference, due to the conference being hosted in Sacramento this year and if approved will be booked in accordance with the travel policy No. 42-97 - Travel and Lodging.

FISCAL IMPACT

The Council's travel and meetings account is budgeted for \$3,200 for Fiscal Year 2021-22, sufficient funding for two elected officials to attend this conference as the designated voting delegate and voting alternate. No additional funding is requested.

RECOMMENDATION

Staff recommends that the City Council select a delegate and an alternate to represent the City at the 2021 League of California Cities Annual Conference.

Attachment: 2021 League of California Cities Annual Conference Voting Delegate/Alternate Form



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@cacities.org
Phone: (916) 658-8254



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

DATE: July 19, 2021
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk 
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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



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

DATE: July 19, 2021

TO: Honorable Mayor and City Council

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

SUBJECT: Conference with Labor Negotiator - Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees

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