CITY OF LAWNDALE
AGENDA OF THE LAWNDALE
CITY COUNCIL REGULAR MEETING

Monday, December 16, 2024, 6:30 PM
14717 Burin Ave
Lawndale, CA 90260

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

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

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

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

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff's Department Update

D. PRESENTATIONS

2. Recognition of Outgoing City Council Member Rhonda Hofmann Gorman

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items G.3 through G.7 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

3. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

— Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

4. Accounts Payable Register

— Recommendation: that City Council adopts Resolution No. CC-2412-108 authorizing the payment of certain claims and demands in the amount of $925,221.78.

5. Minutes of the Lawndale City Council Regular Meeting – December 2, 2024

— Recommendation: that the City Council approve the minutes.

6. Approve the Second Amendment to Contract Services Agreement for Lawndale Security Improvement Project

— Recommendation: that the City Council approve the Second Amendment to the Lawndale Security Improvement Project Agreement with Am-Tec Total Security Inc. to extend the term for an additional three months for a new expiration date of March 31, 2025 with no increase to the current project amount.

7. Approve the First Amendment to Contract Services Agreement for FY 23/24 Citywide Sign Replacement Project

— Recommendation: that the City Council approve the First Amendment to the FY 2023/24 Citywide Sign Replacement Project Agreement with J&E Asphalt Maintenance to extend the term for an additional three months for a new expiration date of March 31, 2025 with no increase to the current project amount.

H. ADMINISTRATION

8. City of Lawndale General Municipal Election 2024 Declaration of Results

— Recommendation: that the City Council adopt Resolution No. CC-2412-109 reciting the fact of the General Municipal Election held on November 5, 2024.

9. Installation of Elected Officials

— The newly elected members of the City Council will receive the Oath of Allegiance and be seated.

10. Annual Reorganization of the City Council

— Recommendation: that the City Council appoint one of its members to serve as Mayor Pro Tem for a term beginning on January 1, 2025, and ending on December 31, 2025.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

11. Report of Attendance at Meetings

K. ADJOURNMENT

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

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

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on December 16, 2024, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Palomo

Yvette Palomo, Assistant City Clerk

Date Posted: December 12, 2024

CITY OF LAWNDALE

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

DATE:	December 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Diane Parsley, Executive Assistant
SUBJECT:	**Recognition of Outgoing City Council Member Rhonda Hofmann Gorman**

BACKGROUND

We are recognizing Council Member Rhonda Hofmann Gorman for her service to the City of Lawndale.

Attachments

2024.12.16_Presentations to outgoing Councilmember Rhonda Hofmann Gorman.pdf

ATTACHMENT A

Presentation

December 16, 2024

City Council Meeting

Rhonda Hofmann Gorman

Lawndale City Council Member
December 2020 to December 2024

Lawndale City Clerk
June 2016 – December 2020

Council Member Rhonda Hofmann Gorman was born and raised in Lawndale. A lifelong resident, Rhonda graduated from Lawndale High School. She married her husband Joseph Gorman (now deceased) and raised their children in Lawndale.

Rhonda's family has a long record of service to Lawndale. Her father, Harold E. Hofmann, served the City for 33 years; 10 years as a council member, and the remaining 23 years as Mayor until his passing in November 2013. On May 19, 2014, the Community Center (constructed in 2012) was renamed the Harold E. Hofmann Lawndale Community Center in her father's memory, recognizing his outstanding and distinguished public service to his hometown, Lawndale.

Rhonda's mother, Doris Hofmann, was bestowed the title "First Lady Emeritus" after Mayor Hofmann's passing; again, honoring the family commitment to Lawndale.

The long record of the Hofmann service to the city carried on in city service when there was an unplanned vacancy in the city clerk's elected position in 2016.

In June 2016, Rhonda Hofmann Gorman was unanimously selected by the city council members to fill the vacant seat of city clerk by special appointment until the next election would take place. In 2018, Rhonda successfully ran for the elected position of City Clerk and continued to serve in that capacity. In 2020, Rhonda successfully ran for an open Lawndale City Council seat and was elected

to the City Council. She has served as City Council Member from December 2020 until December 2024.

During her time on the Lawndale City Council, Ms. Hofmann Gorman served in various capacities, including city ad hoc and standing committees, as well as inter-governmental agencies as noted below.

City Clerk
June 20, 2016 - December 7, 2020

City Council Member
December 7, 2020 – December 16, 2024

City Ad Hoc and Standing Committees

- City/School Districts Standing Committee
- Caltrans Maintenance Standing Committee
- Billboard Ad Hoc Subcommittee
- Parking and Traffic Solutions Ad Hoc Subcommittee
- Fireworks Ad Hoc Subcommittee
- Metro C Line (Geen) Extension Ad Hoc Subcommittee

Governmental & Outside Agencies

- California Contract Cities Association
  Board of Directors Alternate

- California Contract Cities Association
  Legislative Committee Member

- California Joint Powers Insurance Authority
  Board of Directors Alternate

On behalf of the Lawndale City Council, we present you with this plaque in recognition and appreciation for your over 8 years of service and dedication to the City of Lawndale.

Presented To

Rhonda Hofmann Gorman

Lawndale City Council Member

In Recognition and Gratitude of
Your Outstanding Service, Commitment
and Dedication to the City of Lawndale

City Council Member
December 2020 – December 2024

City Clerk
June 2016 to December 2020

Presented by the Lawndale City Council
December 16, 2024

Additional presentations have been scheduled for Council Member Rhonda Hofmann Gorman by the following:

Congresswoman Maxine Waters, 43rd District
United States House of Representatives
Presented by Congresswoman Maxine Waters

California State Assemblymember Tina S. McKinnor, District 61
Presented by Assemblymember Tina S. McKinnor

Supervisor Holly J. Mitchell, 2nd District
Los Angeles County Board of Supervisors
Presented by Ara An, Deputy of Constituent Engagement

Los Angeles County Sheriff's Department
Presented by Captain Nicole Palomino, South Los Angeles Station

Los Angeles County Fire Department

CITY OF LAWNDALE

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

DATE:	December 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
SUBJECT:	**Motion to read by title only and waive further reading of all ordinances listed on the Agenda**

BACKGROUND
California Government Code reads, in part, as follows:

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

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

CITY OF LAWNDALE

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

DATE: December 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: **Accounts Payable Register**

RECOMMENDATION

Staff recommends that City Council adopts Resolution No. CC-2412-108 authorizing the payment of certain claims and demands in the amount of $925,221.78.

Attachments

A. CC-2412-108 - AP Resolution - Dec. 16, 2024.pdf

ATTACHMENT A

RESOLUTION NO. CC-2412-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $925,221.78

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

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

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

SECTION 3. That the claims and demands paid by check numbers 206837 through 206889 for the aggregate total of $925,221.78 are hereby authorized.

Effective Date: December 16th, 2024

Approved by:

Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 16th day of December 2024.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2412-108 at a regular meeting of said Council held on the 16th day of December 2024, by the following roll call vote:

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

_____

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Check Number Beginning	Ending	Aggregate Total
11/27/2024	206837	206861	120,266.61
12/5/2024	206862	206889	804,955.17
	Total Checks		**925,221.78**

Check# 206888 is a reissuance of previously approved check# 206427.

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			**925,221.78**

Check Register Report

Date: 11/26/2024
Time: 3:37 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206837	11/27/2024	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	17,200.90
206838	11/27/2024	Printed		6369	AM-TEC TOTAL SECURITY INC.	ALARM SERVICES Q4 2024	925.52
206839	11/27/2024	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	FILTER REPLACEMENT - COFFEE	107.93
206840	11/27/2024	Printed		8209	ATHANS ICE HOUSE	ANGEL TREE LIGHTING 2024	8,664.06
206841	11/27/2024	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - OCT. 2024	59,319.55
206842	11/27/2024	Printed		7818	CHILL ENTERTAINMENT	POP-UP SKATING RINK -	2,949.50
206843	11/27/2024	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	NOV. 2024-INS PRE-TAX/POST TAX	2,238.06
206844	11/27/2024	Printed		8237	CRE8TIVE WEDDINGS & EVENTS	BALANCE - ENTERTAINMENT -	2,250.00
206845	11/27/2024	Printed		0216	DELTA DENTAL	NOV. 2024 DENTAL PREMIUM	1,907.92
206846	11/27/2024	Printed		0389	DELTA DENTAL INSURANCE COMPANY	NOV. 2024 DENTAL PREMIUM	311.20
206847	11/27/2024	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING APPS(3)-	96.00
206848	11/27/2024	Printed		8150	HEALTH AND HUMAN RESOURCE	NOV. 2024 EMPLOYEE ASSIST	72.90
206849	11/27/2024	Printed		7733	MARIA'S GARDEN CENTER &	TOPPER FERTILIZER FOR	238.14
206850	11/27/2024	Printed		7402	SEAN MOORE	FY24/25 TUITION REIMBURSEMENT	1,800.00
206851	11/27/2024	Printed		8397	SOUND CONTROL	DJ SERVICE - ANGEL TREE	600.00
206852	11/27/2024	Printed		1899	SOUTH BAY 25 CLUB	SANTA SLEIGH - POPCORN MACHINE	400.00
206853	11/27/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	110.30
206854	11/27/2024	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	10,450.00
206855	11/27/2024	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,646.65
206856	11/27/2024	Printed		8121	TRAVEL SERVERS INC.	TRAVEL CLUB - DEPOSIT -	150.00
206857	11/27/2024	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - XMAS WITH	4,480.00
206858	11/27/2024	Printed		4662	CLARENCE A. ULRICH	ENTERTAINER - SENIOR LUNCHEON	400.00
206859	11/27/2024	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL SUPPLIES	648.71
206860	11/27/2024	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM NOV. 2024	1,132.22
206861	11/27/2024	Printed		8375	WHISKEY RED'S	EMPLOYEE RECOG.& HOLIDAY PARTY	2,167.05
			Total Checks: 25			**Checks Total (excluding void checks):**	**120,266.61**
			Total Payments: 25			**Bank Total (excluding void checks):**	**120,266.61**
			Total Payments: 25			**Grand Total (excluding void checks):**	**120,266.61**

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206862	12/05/2024	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	963.71
206863	12/05/2024	Printed		8045	ART PRINTING SERVICE	FOAMBOARD POSTER - EMPLOYEE	59.54
206864	12/05/2024	Printed		6802	BARDEN ELECTRIC, INC	ELECTRICAL PANEL REPAIR @	350.00
206865	12/05/2024	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,565.82
206866	12/05/2024	Printed		0163	CAPITAL OF SOUTH BAY INC.	LIGHTS, BALLAST, WALL ANCHOR	108.53
206867	12/05/2024	Printed		8398	ARTURO CARACHURE	CONS & DEMO DEPOSIT REFUND	1,200.00
206868	12/05/2024	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,855.05
206869	12/05/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE- OCT 2024	16,589.34
206870	12/05/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	193.31
206871	12/05/2024	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	254.77
206872	12/05/2024	Printed		0283	HINDERLITER, DE LLAMAS & ASSOC	CONTRACT/AUDIT SVCS SALES TAX	1,285.75
206873	12/05/2024	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASTICS	1,687.50
206874	12/05/2024	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	630,972.06
206875	12/05/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	271.72
206876	12/05/2024	Printed		6815	OOH LA-LA FACE PAINTING	FACE PAINTERS - ANGEL TREE	930.00
206877	12/05/2024	Printed		1140	PACIFIC TIRE OF LAWNDALE	1 NEW TIRE - VEH#506	290.00
206878	12/05/2024	Printed		7047	PRECISION AUTO CARE, INC	VALVE BODY REPLACEMENT &	2,089.78
206879	12/05/2024	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY COVERALL CHARGES	208.85
206880	12/05/2024	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,756.86
206881	12/05/2024	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	13,400.00
206882	12/05/2024	Printed		6349	STEAMX, LLC	PRESSURE WASHER SWIVEL HOSE	121.99
206883	12/05/2024	Printed		7132	SUPER BIRTHDAY INC	MINI EXPRESS TRAIN - ANGEL	1,225.00
206884	12/05/2024	Printed		5319A	THREE BROTHERS PARTY RENTALS	BALLOONS FOR HOLIDAY	125.00
206885	12/05/2024	Printed		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	102,859.74
206886	12/05/2024	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	3,244.62
206887	12/05/2024	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	6,563.27
206888	12/05/2024	Printed		8368	VASAM INVESTMENTS INC.	PERMIT FEES - REFUND	151.74
206889	12/05/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	2,631.22

Total Checks: 28 **Checks Total (excluding void checks): 804,955.17**

Total Payments: 28 **Bank Total (excluding void checks): 804,955.17**

Total Payments: 28 **Grand Total (excluding void checks): 804,955.17**

Council Meeting 12/16/2024
Details of US Bank Credit Card Charges

Date	Vendor	Description	Amount
Vendor# 3672-PWD			
10/22/2024	Trash Cans Warehouse	Recycling Basket with Hanging Waste Basket	242.40
10/21/2024	The Home Depot	Lysol, scour pad, heavy duty scour pads, Scrub Daddy Sponge, non scratch sc	213.36
10/21/2024	The Home Depot	Soft soap	7.41
10/23/2024	Amazon	WIFI adapter for admin	50.87
10/23/2024	In The Yard	LA County sandbags	510.13
10/24/2024	Amazon	File folder wall rack	246.34
10/23/2024	The Home Depot	Swing top trash can, broom & dustpan, air wick, surge protector, disinfectant	161.36
10/23/2024	The Home Depot	Tube lights, LED tube lights	73.82
10/25/2024	VIP Detail Services	Car wash for vehicle # 521	38.74
10/25/2024	O'Reilly	Seal tire repair kit	11.01
10/25/2024	Amazon	Cutlery	11.90
10/25/2024	Amazon	wall file, toaster, coffee stir acrylic holder, file holders, desk organizer	114.62
10/26/2024	Amazon	letter storage organizer, magnetic dry erase calendar, water bottle storage rack	113.01
10/28/2024	Amazon	stainless steel stick on wall hooks, folding foot stool, plastic storage bins	187.72
10/29/2024	Amazon	2 pack laminated P-Touch tape	26.68
10/30/2024	The Webstaurant Store Inc	23 Gallon lime slim compost receptacle	954.37
10/30/2024	ULINE	Paper bags	958.76
10/30/2024	ULINE	2 folding tables, 4 folding chairs	486.15
10/31/2024	Amazon	Magnetic glass unframed dry erase whiteboard	336.17
10/31/2024	Amazon	Two step stool	74.73
11/3/2024	Amazon	Large magnetic dry erase calendar whiteboard	70.55
10/31/2024	The Home Depot	lumber, tape measure, caution tape, Incandescent stem mount electronic phot	88.46
11/5/2024	Amazon	Refund: Returned two-step stool	(40.29)
11/8/2024	The Home Depot	Nylon rope, clamp set, extra large broom	57.47
11/13/2024	Amazon	Refund: Returned magnetic glass unframed dry erase whiteboard	(336.17)
11/14/2024	Smartsheet Inc	Annual Smartsheet subscription	894.00
11/14/2024	SQ American Smog Check	Smog check for vehicle # 491	70.00
11/15/2024	SQ American Smog Check	Smog check for vehicle # 502	70.00
11/17/2024	Amazon	Shark Vacuum	220.49
11/17/2024	Amazon	Wall clocks for PWD	30.80

11/15/2024	The Home Depot	Multi cleaner	13.21
11/19/2024	RJS Construction Supplies	2 scoops of DG sand	156.56
11/19/2024	Costco	cutlery	14.98
11/20/2024	Amazon	Vinyl Letters	7.06
11/20/2024	Amazon	Classification folders	357.12
11/21/2024	VIP Detail Services	Car wash for vehicle # 517	34.74
11/21/2024	VIP Detail Services	car wash for vehicle # 515	34.74
Check Date 12/05/2024; Check# 206887			**$ 6,563.27**

Petty Cash

*No petty cash replenishment during this period.

CITY OF LAWNDALE

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

DATE:	December 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Vanesa Alvarez, Administrative Assistant Yvette Palomo, Assistant City Clerk
SUBJECT:	**Minutes of the Lawndale City Council Regular Meeting – December 2, 2024**

RECOMMENDATION

Staff recommends that City Council approve the minutes.

Attachments

Minutes.pdf

ATTACHMENT A

DRAFT MINUTES

City Council Regular Meeting

December 2, 2024

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

Other Participants: City Manager Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Palomo, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Captain Nicole Palomino, Los Angeles County Fire Department Chief Ramon Valdoria, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Public Works Director Lucho Rodriguez, Interim Planning Manager MBI Consultant Peter Kann

B. CEREMONIALS (Flag Salute and Inspiration)

Councilmember Cuevas led the flag salute. Pastor Matthew Harbison of Lawndale Wesleyan Church provided the inspiration.

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff’s Department Update

Captain Palomino summarized the recent law enforcement activities.

2. Los Angeles County Fire Department Update

Fire Chief Ramon Valdoria reported the recent fire department activities.

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

Andrew Blackney, Resident, commented on a traffic study recently conducted by the City, and referenced a handout he provided the City Council about setting speed limits.

Frank Talavera, Resident, thanked City Officials, first responders and his neighbors who offered him support during a recent incident he suffered.

Randall Abram, Resident, commented on the dangers of outdated and recalled electrical panels and referenced a handout he provided to the City Council about recalled electrical panels.

Matthew Harbison, Resident, thanked the City for hosting the Neighborhood Watch meetings and asked about community involvement in the Angel Tree Lighting event.

E. COMMENTS FROM COUNCIL

Councilmember Cuevas thanked everyone that attended tonight's meeting and that spoke, thanked Resident Abram for the information on recalled electrical panels and asked if the information can be made available on the City's webpage.

Councilmember Hofmann Gorman thanked everyone that attended tonight's meeting, thanked Resident Abram for the information on recalled electrical panels, asked if the information can be made available on the City's webpage, and commented in favor of the City hosting the Neighborhood Watch meetings.

City Manager Moore responded that information about recalled electrical panels will be made available on the City's webpage.

Councilmember Kearney thanked everyone that spoke at tonight's meeting, asked Resident Harbison to speak to staff about getting a booth at City events and commented that the handout about setting speed limits, provided by Resident Blackney, would be provided to Public Works staff.

Mayor Pro Tem Suarez thanked everyone that attended tonight's meeting, commented that she would review the handout about setting speed limits, congratulated Resident Talavera on his recent election to the City Council, and is glad to know that the community supported him during the incident.

Mayor Pullen-Miles thanked everyone that spoke at tonight's meeting, and Resident Blackney for providing the information on the traffic study He congratulated Resident Talavera on his recent election to the City Council, is relieved that everyone is doing well after the incident, and is glad that on one was injured.

Mayor Pro Tem commented in favor of the Neighborhood Watch meetings, and thanked Resident Abram for providing the information about recalled electrical panels.

F. CONSENT CALENDAR - CITY COUNCIL

A motion was made by Councilmember Kearney and seconded by Councilmember Cuevas to approve the Consent Calendar. The motion passed by a vote of 5-0.

3. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

-Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

4. Accounts Payable Register

-Recommendation: Staff recommends that City Council adopts Resolution No. CC-2412-105 authorizing the payment of certain claims and demands in the amount of $318,870.08.

5. Minutes of the Lawndale City Council Regular Meeting, November 18, 2024

-Recommendation: that City Council approve the minutes.

6. South Bay Workforce Investment Board Quarterly Summary Report

-Recommendation: that the City Council receive and file.

G. CONSENT CALENDAR - SUCCESSOR AGENCY

7. Minutes of the Lawndale Successor Agency Meeting, June 3, 2024

-Recommendation: that the Successor Agency approve the minutes.

A motion was made by Councilmember Cuevas and seconded by Councilmember Kearney to approve the Consent Calendar. The motion passed by a vote of 5-0.

H. ADMINISTRATION - CITY COUNCIL

8. Award of Purchase to All Traffic Solutions, Inc. for Construction and Delivery of Radar Trailers to be Used for Traffic Calming

-Recommendation: that the City Council approve this additional cost for the purchase of two (2) SpeedAlert 18 radar message signs and trailers.

Municipal Services Director Reyes provided the staff report.

A motion was made by Councilmember Cuevas and seconded by Councilmember Hofmann Gorman to approve this additional cost for the purchase of two (2) SpeedAlert 18 radar message signs and trailers. The motion passed by a vote of 5-0.

9. Purchasing Policy Reorganization and Amendment to Authorize City Manager Purchases in Specified Situations

-Recommendation: that the City Council review the proposed changes and adopt Resolution No. CC-2409-095 making the changes to the purchasing policy.

City Attorney Murphy presented the staff report.

In response to Mayor Pro Tem Suarez's and Councilmember Cuevas's questions, City Attorney Murphy commented that the policy will be revised to define emergency purchases, and clarified that micro purchase threshold's are based on Federal regulations.

By Consensus. the City Council directed staff to define emergency purchases on the City's Purchasing Policy.

10. Amendment to Agreement for Public Works and City Hall Facility Needs Project

-Recommendation: that the City Council approve the First Amendment to the Public Works and City Hall Facility Needs Project agreement with Developers General Contracting, Inc. to change the contractor's name and organization type, and extending the term of the agreement for a new expiration date of September 15, 2025, at no increase to the current project cost.

Public Works Director Rodriguez presented the staff report.

In response to Mayor Pullen-Miles's questions, City Attorney Murphy responded that the contractor changing from a Limited Liability Company designation to a Corporation does not affect the City's liability.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to approve the First Amendment to the Public Works and City Hall Facility Needs Project agreement with Developers General Contracting, Inc. to change the contractor's name and organization type, and extend the term of the agreement for a new expiration date of September 15, 2025, at no increase to the current project cost. The motion passed by a vote of 5-0.

I. ADMINISTRATION - SUCCESSOR AGENCY

11. Consideration of the Recognized Obligation Payment Schedule (ROPS) 2025-26 and the Administrative Budget for 2025-26

-Recommendation: that the Successor Agency 1.) Approve and direct staff to submit to the Los Angeles County Oversight Board and California Department of Finance the ROPS 25-26 and Administrative Budget FY 2025-26, and 2.) Authorize staff to make any changes requested by the California Department of Finance.

Interim Manager MBI Consultant Kann presented the staff report.

A motion was made by Councilmember Kearney and seconded by Councilmember Cuevas to approve the ROPS 25-26 and Administrative Budget FY 2025-26, and directed staff to submit it to the Los Angeles County Oversight Board and California Department of Finance, and authorizes staff to make any changes requested by the California Department of Finance. The motion passed by a vote of 5-0.

J. CITY MANAGER REPORT

City Manager Moore deferred to Community Services Director Minter to make an announcment.

Community Services Director Minter announced the activities planned for the Angel Tree Lighting event scheduled to be held on December 6, 2024, 4:00 p.m. - 8:00 p.m. at City Hall and commented that the Tree Lighting will be at 5:15 p.m.

K. ITEMS FROM CITY COUNCILMEMBERS

12. Contractor Transparency

-Recommendation: that the City Council 1.) Consider the Contractor Transparency Policy and direct staff to update the City's forms to implement the policy; or 2.) Provide further direction to staff.

Interim Planning Manager MBI Consultant Kann presented the staff report.

In response to Mayor Pro Tem Suarez's questions, Interim Planning Manager MBI Consultant Kann responded that final investigation results would be reported.

Mayor Pullen-Miles commented that this new requirement is an added layer of protection for consumers.

A motion was made by Councilmember Cuevas and seconded by Mayor Pullen-Miles to direct staff to update the City's forms to implement the policy. The motion passed by a vote of 5-0.

13. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events- 7:19 PM

Councilmember Cuevas attended the California Contract Cities Association (CCCA) Board meeting, and asked if the Beautification Committee is hosting a holiday decorating contest.

Councilmember Hofmann Gorman attended the CCCA Board meeting, announced the Angel Tree Lighting event and commented that route information for Santa's Sleigh is available on the City's web page.

Councilmember Kearney attended the CCCA Board meeting, South Bay Cities Council of Governments (SBCCOG) Annual Volunteer Reception, and requested that a City Clerk salary discussion be agendized.

Mayor Pro Tem Suarez attended the SBCCOG Annual Volunteer Reception, and asked if a Homeless Solutions Ad Hoc meeting be scheduled.

Mayor Pullen-Miles attended the Swearing-In Ceremony for Los Angeles County Board of Supervisor Janice Hahn.

L. CLOSED SESSION

14. Conference with Legal Counsel – Anticipated Litigation

-The City Council will conduct a closed session pursuant to Government Code Section 54956.9(d)(4), to discuss the potential initiation of litigation: one (1) case.

15. Conference with Legal Counsel – Potential Litigation

-The City Council will conduct a closed session pursuant to Government Code Section 54956.9(d)(2), to confer with legal counsel regarding a significant exposure to litigation, the facts and circumstances of which are not known to the potential plaintiff.

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

The City Council convened into closed session at 7:28 p.m.

The City Council reconvened from closed session at 7:56 p.m.

City Attorney Murphy reported that there was no reportable action for Agenda Item L.14, Conference with Legal Counsel - Anticipated Litigation and Agenda Item L.15, Conference with Legal Counsel - Potential Litigation.

M. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 7:57 p.m.

_____

Robert Pullen-Miles, Mayor

ATTEST:

_____

Erica Harbison, City Clerk

Approved: December 16, 2024

CITY OF LAWNDALE

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

DATE:	December 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Lucho Rodriguez, Public Works Director Nabi Sidiqi, Assistant Engineer
SUBJECT:	**Approve the Second Amendment to Contract Services Agreement for Lawndale Security Improvement Project**

BACKGROUND

In January 2024, the City Council awarded the Lawndale Security Improvement Project to Am-Tec Total Security Inc. to perform the security system upgrades.

The project consists of installing the highest quality security cameras that will provide more memory for saving images, a wider field of vision, advanced resolution, and equipment that is able to be remotely controlled from a tablet or phone by authorized users. These upgrades add an additional layer of security to the Public Works, Municipal Services, City Hall, and Lawndale Sheriff Station departments. The project is substantially completed, with only a training session on the new system left to complete.

STAFF REVIEW

The current agreement is set to expire on December 31, 2024 however, the agreement allows for the option to extend upon request. Staff recommends that City Council approve the Second Amendment to the Lawndale Security Improvement Project Agreement to extend the agreement an additional three months through March 31, 2025. Furthermore, There is no change in the project cost.

LEGAL REVIEW

The City Attorney has reviewed the Staff Report and Second Amendment and approved as to form.

FISCAL IMPACT

The current FY 2024-25 budget will not be affected by extending the contract term, as there is no change to the project cost.

RECOMMENDATION

Staff recommends that the City Council approve the Second Amendment to the Lawndale Security Improvement Project Agreement with Am-Tec Total Security Inc. to extend the term for an additional three months for a new expiration date of March 31, 2025 with no increase to the current project amount.

Attachments

20241216 ATTACHMENT A - First Amendment to Am-Tec Security Agreement.pdf

EXECUTED AGREEMENT.pdf

ATTACHMENT A

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR LAWNDALE SECURITY IMPROVEMENT PROJECT

This SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "SECOND Amendment") is made and entered into this 16th day of December, 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Am-Tec Total Security, Inc., a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Lawndale Security Improvement Project" (the "Agreement") on or about January 16, 2024; and

WHEREAS, it is the desire of the City and the Contractor amending the Agreement with the Second Amendment to contract in order to correct the Term of the agreement to March 31, 2025 as set forth in the Second Amendment, effective as of December 16th, 2024.

AMENDMENT

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

2. SECTION 3.4. is amended to make the final date of the “Term” March 31, 2025.

MISCELLANEOUS PROVISIONS

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Second Amendment and to bind the parties to the performance of its obligations.

3. Counterparts, Facsimile or other Electronic Signatures. This Second Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Second Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

4. Severability. If any term, condition or covenant of this Second Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Second Amendment will not be affected and the Second Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:
CITY OF LAWNDALE,
A MUNICIPAL COPORATION

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
Am-Tec Total Security Inc.
A California Corporation

By: _____
Ruth Torok
President

By: _____
Jeff Torok
Vice President

Address: 4075 Schaefer Avenue,
Chino, CA 91710

Attachment B

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

LAWNDALE SECURITY IMPROVEMENT PROJECT

This Contract Services Agreement ("Agreement") is made and entered into this 16th day of January, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Am-Tec Total Security Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity or contractors performing contract services. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such

extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Hundred Seventy-Five Thousand and Two Hundred Seventy-Five dollars and Eighty-Eight cents ($175,275.88)** ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

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

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than May 31, 2024.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Ruth Torok is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $2,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

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

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

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

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

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

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services

hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
Am-Tec Total Security Inc.
a [California corporation]

By: _____
Name: Ruth Torok
Title: President

By: _____
Name: Jeff Torok
Title: Vice President

Address: 4075 Schaefer Avenue,
Chino, CA 91710

CITY OF LAWNDALE

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

DATE:	December 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Lucho Rodriguez, Public Works Director Nabi Sidiqi, Assistant Engineer
SUBJECT:	**Approve the First Amendment to Contract Services Agreement for FY 23/24 Citywide Sign Replacement Project**

BACKGROUND

In November 2023, the City Council awarded the FY 2023/24 Citywide Sign Replacement Project to J&E Asphalt Maintenance to upgrade the City's damaged signs and posts. Approximately 30% of the City's damaged signs and posts in the Right of Way remain to be completed.

STAFF REVIEW

The current agreement is set to expire on December 31, 2024. However, the agreement allows for the option to extend upon request. Staff recommends that City Council approve the First Amendment to the FY 2023/24 Citywide Sign Replacement Project Agreement to extend the agreement an additional three months through March 31, 2025. Furthermore, J&E Asphalt Maintenance has agreed to maintain the current project amount.

LEGAL REVIEW

The City Attorney has reviewed the Staff Report and First Amendment and approved as to form.

FISCAL IMPACT

The current FY 2024-25 budget will not be affected by this amendment as there is no change to the cost of the project.

RECOMMENDATION

Staff recommends that the City Council approve the First Amendment to the FY 2023/24 Citywide Sign Replacement Project Agreement with J&E Asphalt Maintenance to extend the term for an additional three months for a new expiration date of March 31, 2025 with no increase to the current project amount.

Attachments

20241216 ATTACHMENT 1 - First Amendment to J&E Asphalt Agreement.pdf

ATTACHMENT B EXECUTED AGREEMENT.pdf

ATTACHMENT A

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR FY 2023/24 CITYWIDE SIGN REPLACEMENT PROJECT

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "FIRST Amendment") is made and entered into this 16th day of December, 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and J&E Asphalt Maintenance, a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for FY 2023/24 Citywide Sign Replacement Project" (the "Agreement") on or about November 20, 2023; and

WHEREAS, it is the desire of the City and the Contractor amending the Agreement with the First Amendment to contract in order to correct the Term of the agreement to March 31, 2025 as set forth in the First Amendment, effective as of December 16th, 2024.

AMENDMENT

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

2. SECTION 3.4. is amended to make the final date of the “Term” March 31, 2025.

MISCELLANEOUS PROVISIONS

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.

3. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

4. Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:
CITY OF LAWNDALE,
A MUNICIPAL COPORATION

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
J&E Asphalt Maintenance
A California Corporation

By: _____
Jesse Frausto
President

By: _____
Jesse Frausto
Secretary

Address: 7101 Western Ave.,
Buena Park, CA 90620

Attachment B

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

FY 2023/24 CITYWIDE SIGN REPLACEMENT PROJECT

This Contract Services Agreement ("Agreement") is made and entered into this 13th day of November, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and J&E Asphalt Maintenance ("Contractor"). The term Contractor includes professionals performing in a consulting capacity or contractors performing contract services. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such

extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation, therefore.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Million Eight Hundred Eleven Thousand and Eight Hundred Ninety-Four dollars ($1,811,894)** ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

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

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 31, 2024.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Jesse Frausto is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $3,000,000 general aggregate.

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $3,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

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

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

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

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

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

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services

hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
J&E Asphalt Maintenance
a [California corporation]

By: _____
Name: Jesse Frausto
Title: President

By: _____
Name: Jesse Frausto
Title: Secretary

Address: 7101 Western Ave.,
Buena Park, CA 90260

CITY OF LAWNDALE

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

DATE:	December 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Yvette Palomo, Assistant City Clerk
SUBJECT:	**City of Lawndale General Municipal Election 2024 Declaration of Results**

BACKGROUND

At its meeting of June 3, 2024, the City Council adopted resolutions enabling the Assistant City Clerk to plan for, conduct, and oversee the results of the General Municipal Election held on November 5, 2024. The City of Lawndale General Municipal Election was conducted by the Los Angeles County Registrar-Recorder/County Clerk's (LACRRCC) Office on November 5, 2024, for the purpose of electing a Mayor and two Members of the City Council.

Pursuant to the Elections Code, the canvass of the election returns is complete and the results are presented in the attached Resolution No. CC-2412-109 "Exhibit A," which includes the LACRRCC's Certificate of the Canvass of the Election Returns and detailed results by precinct.

STAFF REVIEW

A Certificate of the Canvass of the Election Returns is presented to the City Council. A Certificate of the Canvass of the Election Returns includes the following: the whole number of votes cast in the City; the names of the persons voted for; for what office each person was voted for; the number of votes given at each precinct to each person; and the number of votes given in the City to each person. Resolution No. CC-2412-109 officially declares the results of the election and incorporates the above referenced certificate.

LEGAL REVIEW

The City Attorney's Office has reviewed Resolution No. CC-2412-109 and has approved it as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2412-109 reciting the fact of the General Municipal Election held on November 5, 2024.

Attachments

Attachment A Resolution No. CC-2412-109 Election Results 2024

ATTACHMENT A

RESOLUTION NO. CC-2412-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, ACCEPTING THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK'S OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FOR THE CONSOLIDATED MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, AND DECLARING THE RESULTS THEREOF

WHEREAS, on April 17, 2017, the City Council adopted Ordinance No. 1135-17 which changed the date of the City's general elections from April to November of even-numbered years, beginning in 2018, and requesting the elections to be consolidated with the Los Angeles County Registrar-Recorder/County Clerk commencing with the November 6, 2018, state-wide general election; and

WHEREAS, the consolidated General Municipal Election was held and conducted in the City of Lawndale, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, in all respects the election was held and conducted as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and certified the results to the City Council, and those results are received, attached, and made a part hereof as "Exhibit A."

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

SECTION 1. The vote totals for the Consolidated Municipal Election held on November 5, 2024, in the City of Lawndale, as certified by the Los Angeles County Registrar-Recorder/County Clerk are as follows: The whole number of ballots cast in all precincts, except vote by mail voter ballots, was 2,884, and the whole number of vote by mail voter ballots cast in the city was 6,849. The total number of ballots cast in the City was 9,733.

SECTION 2. The City Council does declare and determine that:

(a) The names of persons voted for at the election for Mayor are as follows:

Wanza Tolliver
Robert Pullen-Miles
Bernadette Lourdes Suarez

(b) The names of persons voted for at the election for Member of the City Council are as follows:

Francisco M. Talavera
Rhonda Hofmann Gorman
Sirley Cuevas

SECTION 3. That the number of votes given at each precinct to each person and the number of votes given in the City to each person for the respective offices are listed on Exhibit "A," attached.

SECTION 4. The City Council does declare and determine that:

(a) Robert Pullen-Miles was elected as Mayor for the full term of two years; and

(b) Francisco M. Talavera and Sirley Cuevas were elected as Members of the City Council for the full term of four years.

SECTION 5. The Assistant City Clerk shall immediately make and deliver to each of the persons elected a Certificate of Election, administer the Oath of Office, and shall have each person subscribe to it and file it in the office of the City Clerk. All of the persons so elected shall then be inducted into the office to which they have been elected.

PASSED, APPROVED AND ADOPTED this 16th day of December, 2024.

_____
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2412-109 at a regular meeting of said Council held on the 16th day of December, 2024, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT “A”

Los Angeles County Registrar-Recorder/County Clerk

CERTIFICATE OF THE CANVASS

OF THE ELECTION RETURNS

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

Lawndale City

at the General Election, held on the 5th day of November, 2024.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

Dean C Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

LAWNDALE CITY GENERAL MUNICIPAL ELECTION Mayor

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	WANZA TOLLIVER	R PULLEN-MILES	B L SUAREZ
LAWNDALE - 3650001A		695	57	354	208
VOTE BY MAIL SERIAL 0408		1,700	99	949	502
TOTAL	3,947	2,395	156	1,303	710
LAWNDALE - 3650002J*		2	0	1	0
VOTE BY MAIL SERIAL 6728		2	0	2	0
TOTAL	10	4	0	3	0
LAWNDALE - 3650004A		559	49	277	161
VOTE BY MAIL SERIAL 0409		1,210	72	656	364
TOTAL	3,091	1,769	121	933	525
LAWNDALE - 3650005B*		61	11	34	5
VOTE BY MAIL SERIAL 6729		111	9	72	19
TOTAL	285	172	20	106	24
LAWNDALE - 3650015A		537	63	265	149
VOTE BY MAIL SERIAL 0410		1,308	102	689	382
TOTAL	3,147	1,845	165	954	531
LAWNDALE - 3650018B		546	53	257	157
VOTE BY MAIL SERIAL 0411		1,351	80	722	385
TOTAL	3,243	1,897	133	979	542
LAWNDALE - 3650022A		484	35	246	131
VOTE BY MAIL SERIAL 0412		1,167	77	648	296
TOTAL	2,687	1,651	112	894	427

LAWNDALE CITY GENERAL MUNICIPAL ELECTION Mayor

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	WANZA TOLLIVER	R PULLEN-MILES	B L SUAREZ
PRECINCT TOTAL		2,884	268	1,434	811
VBM TOTAL		6,849	439	3,738	1,948
GRAND TOTAL	16,410	9,733	707	5,172	2,759

LAWNDALE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	F M TALAVERA	R HOFMANN GORMAN	SIRLEY CUEVAS
LAWNDALE - 3650001A		695	293	230	271
VOTE BY MAIL SERIAL 0408		1,700	637	627	747
TOTAL	3,947	2,395	930	857	1,018
LAWNDALE - 3650002J*		2	0	1	1
VOTE BY MAIL SERIAL 6728		2	0	0	2
TOTAL	10	4	0	1	3
LAWNDALE - 3650004A		559	230	175	219
VOTE BY MAIL SERIAL 0409		1,210	440	465	484
TOTAL	3,091	1,769	670	640	703
LAWNDALE - 3650005B*		61	24	23	17
VOTE BY MAIL SERIAL 6729		111	46	41	36
TOTAL	285	172	70	64	53
LAWNDALE - 3650015A		537	254	147	221
VOTE BY MAIL SERIAL 0410		1,308	484	490	524
TOTAL	3,147	1,845	738	637	745
LAWNDALE - 3650018B		546	233	182	182
VOTE BY MAIL SERIAL 0411		1,351	503	510	507
TOTAL	3,243	1,897	736	692	689
LAWNDALE - 3650022A		484	181	162	186
VOTE BY MAIL SERIAL 0412		1,167	390	473	444
TOTAL	2,687	1,651	571	635	630

LAWNDALE CITY GENERAL MUNICIPAL ELECTION Member of the City Council

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	F M TALAVERA	R HOFMANN GORMAN	SIRLEY CUEVAS
PRECINCT TOTAL		2,884	1,215	920	1,097
VBM TOTAL		6,849	2,500	2,606	2,744
GRAND TOTAL	16,410	9,733	3,715	3,526	3,841

CITY OF LAWNDALE

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

DATE: December 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Installation of Elected Officials**

BACKGROUND

The consolidated General Municipal Election was held and conducted in the City of Lawndale on November 5, 2024, and is concluded. The installation of the elected officials will take place at this time.

STAFF REVIEW

The Certificates of Election and Oaths of Allegiance are hereby presented to the newly elected members of the City Council.

LEGAL REVIEW

The City Attorney has reviewed and approved this staff report.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the newly elected members of the City Council receive the Oath of Allegiance and be seated.

Attachments

Attachment A Certificates of Election & Oaths of Allegiance

ATTACHMENT A

United States of America

Certificate of Election

State of California
County of Los Angeles } *SS.*

I, Yvette Palomo, Assistant City Clerk of the City of Lawndale, State of California, certify that at a general municipal election held in the City on the 5th day of November, 2024,

Robert Pullen-Miles
was elected to the office of

Mayor

for a full term of two years, as appears by the official returns of the election and the statement of votes cast now on file in my office.



I affix my hand and official seal this 16th day of December, 2024.

Yvette Palomo, Assistant City Clerk

United States of America

Certificate of Election

State of California
County of Los Angeles } *SS.*

I, Yvette Palomo, Assistant City Clerk of the City of Lawndale, State of California, certify that at a general municipal election held in the City on the 5th day of November, 2024,

Francisco M. Talavera
was elected to the office of

Member of the City Council

for a full term of four years, as appears by the official returns of the election and the statement of votes cast now on file in my office.



I affix my hand and official seal this 16th day of December, 2024.

Yvette Palomo, Assistant City Clerk

United States of America

Certificate of Election

State of California
County of Los Angeles } *SS.*

I, Yvette Palomo, Assistant City Clerk of the City of Lawndale, State of California, certify that at a general municipal election held in the City on the 5th day of November, 2024,

Sirley Cuevas
was elected to the office of

Member of the City Council

for a full term of four years, as appears by the official returns of the election and the statement of votes cast now on file in my office.



I affix my hand and official seal this 16th day of December, 2024.

Yvette Palomo, Assistant City Clerk

OATH OR AFFIRMATION OF ALLEGIANCE FOR PUBLIC OFFICERS AND EMPLOYEES

State of California,
County of Los Angeles,
City of Lawndale } SS.

The Execution of this Oath is Required by Article XX, Section 3, of the Constitution of the State of California.

I, Robert Pullen-Miles, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me this
16th Day of December, 2024.



_____
Signature of Officer Administering Oath

_____
Title of Officer Administering Oath

_____
Signature of Person Taking Oath

OATH OR AFFIRMATION OF ALLEGIANCE FOR PUBLIC OFFICERS AND EMPLOYEES

State of California,
County of Los Angeles,
City of Lawndale } SS.

The Execution of this Oath is Required by Article XX, Section 3, of the Constitution of the State of California.

I, Francisco M. Talavera, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me this
16th Day of December, 2024.



_____
Signature of Officer Administering Oath

_____
Title of Officer Administering Oath

_____
Signature of Person Taking Oath

OATH OR AFFIRMATION OF ALLEGIANCE FOR PUBLIC OFFICERS AND EMPLOYEES

State of California,
County of Los Angeles,
City of Lawndale } SS.

The Execution of this Oath is Required by Article XX, Section 3, of the Constitution of the State of California.

I, Sirley Cuevas, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Subscribed and sworn to before me this
16th Day of December, 2024.



Signature of Officer Administering Oath

Title of Officer Administering Oath

Signature of Person Taking Oath

CITY OF LAWNDALE

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

DATE:	December 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Vanesa Alvarez, Administrative Assistant Yvette Palomo, Assistant City Clerk
SUBJECT:	**Annual Reorganization of the City Council**

BACKGROUND

Since 1982, Lawndale has had a Mayor who is directly elected by the voters and a Mayor Pro Tem who is selected by the City Council. It is the City Council's policy that the office of Mayor Pro Tem be rotated to such an extent as possible among the members of the City Council and that the Mayor Pro Tem shall serve a term of one year or until a successor is appointed. (LMC Sec. 2.04.080).

On December 18, 2023, the City Council nominated and approved Councilmember Bernadette Suarez as Mayor Pro Tem for a one-year term to begin on January 1, 2024, and set to expire on December 31, 2024.

STAFF REVIEW

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

2020 Bernadette Suarez
2021 Pat Kearney
2022 Rhonda Hofmann Gorman
2023 Sirley Cuevas
2024 Bernadette Suarez

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

The municipal code establishes a term of one year for the office of Mayor Pro Tem. Staff recommends that the City Council select one of its members to serve as Mayor Pro Tem beginning on January 1, 2025, and ending on December 31, 2025.

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

LEGAL REVIEW

The City Attorney has reviewed and approved this staff report.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council appoint one of its members to serve as Mayor Pro Tem for a term beginning on January 1, 2025, and ending on December 31, 2025.