



CITY OF LAWNDALE

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

AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, October 7, 2019 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

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

Copies of this agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of staff reports or other written documentation relating to each agenda item are available for public inspection in the Lawndale City Hall foyer and the public library. Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

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

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

The consent calendar, agenda items 1 through 10, will be considered and acted upon under one motion unless a councilmember removes individual items for further council consideration or explanation.

1. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**
Recommendation: that the City Council approve.
2. **Memorandum of Understanding between the City and the American Federation of the State, County and Municipal Employees (AFSCME), Local 1895, Council 36 and the Citywide Pay Schedule for Fiscal Year 2019-2020**
Recommendation: that the City Council (1) adopt Resolution No. CC-1910-047, approving the 2019-2020 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees (AFSCME), Local 1895, Council 36; and (2) adopt Resolution No. CC-1910-048, approving the 2019-2020 Citywide Salary and Pay Schedule.

3. **Agreement for Geographic Information System (GIS) Services with Digital Map Products, Inc. (GovClarity)**
Recommendation: that the City Council approve the agreement with Digital Map Products, Inc. for GIS Services, for a three year subscription total of \$48,510.
4. **Professional Services Agreement with Michael Baker International for Community Development Block Grant (CDBG) Administration and Labor Compliance Services**
Recommendation: that the City Council approve the Professional Services Agreement with Michael Baker International for CDBG Administration and Labor Compliance Services, for a not-to-exceed total amount of \$32,160 for Fiscal Year 2019-20.
5. **Land Surveying Agreement with Case Land Surveying and Pavement Engineering Services Agreement with Twining Inc. for the Redondo Beach Boulevard Pavement Rehabilitation Project from Prairie Avenue to Artesia Boulevard**
Recommendation: that the City Council approve the agreements for the engineering services in the total amount of \$41,064 (Case Land Surveying total of \$24,230 and Twining, Inc. total of \$9,990), including the twenty percent (20%) contingency fee.
6. **Joining a Coalition of Public Agencies Opposing a Petition to the FCC**
Recommendation: that the City Council authorize the City of Lawndale to join the coalition of public agencies in acting in opposition to the petition filed with the FCC; joining this public agency coalition will require a one-time flat fee of \$3,500.
7. **Quarterly Investment Report for the Quarter Ended September 30, 2019**
Recommendation: that the City Council receive and file the Quarterly Investment Report for the Quarter ended September 30, 2019.
8. **Amendment to Council Policy No. 62-01 - Use of City Seal/Logo**
Recommendation: that the City Council adopt Resolution No. CC-1910-046, amending City Council Policy No. 62-01 – Use of City Seal/Logo.
9. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-1910-045 authorizing the payment of certain claims and demands in the amount of \$850,120.57.
10. **Minutes of the Lawndale City Council Regular Meeting – September 3, 2019**
Recommendation: that that the City Council approve.

G. ADMINISTRATION

11. **Asset Disposal at Auction and Replacement with Hybrid Vehicle to be Used by the Municipal Service Department**
Recommendation: that the City Council approve Asset 469 (2007 Ford Escape) to be sold at auction and the budget adjustment to increase appropriations of \$28,000 for the purchase of a replacement Hybrid Vehicle.

12. Amending Lawndale Municipal Code Section 10.12.020, updating the Prima Facie Speed Limits by eliminating 147th Street from Inglewood to Grevilla and 147th Street from Hawthorne Boulevard to Prairie

Recommendation: that the City Council approve the first reading to introduce Ordinance No. 1165-19, that amends Lawndale Municipal Code Section 10.12.020, Prima Facie Speed Limits by excluding the following street segments: (a) 147th Street from Inglewood to Grevilla and (b) 147th Street from Hawthorne Boulevard to Prairie.

13. Award Contract for Fiscal Year 18/19 Annual Street Improvement Project Grevillea Avenue CDBG Project NO.601966-18 and SB1 Fiscal Year 18/19

Recommendation: that the City Council (a) award a construction contract in the amount of \$849,999 to Kalban Inc.; and (b) approve a twenty percent (20%) contingency in the amount of \$170,000.

14. Amending Lawndale Municipal Code Chapter 8.80, Residential Property Report Requirements in the City of Lawndale

Recommendation: that the City Council (a) determine that Ordinance No. 1164-19 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and (b) approve the first reading to introduce Ordinance No. 1164-19, amending Chapter 8.80 of the Municipal Code, modifying the Residential Property Report requirements from mandatory to voluntary.

H. ITEMS FROM COUNCILMEMBERS

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

I. CLOSED SESSION

16. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one (1) case.

J. ADJOURNMENT - IN MEMORIAM OF CHRISTOPHER WILSON

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, October 21, 2019 in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

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

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on October 7, 2019 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



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

DATE: October 7, 2019
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *mc*
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

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

RECOMMENDATION

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





CITY OF LAWNDALE

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

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director 

SUBJECT: ADOPTION AND APPROVAL OF (1) MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE AMERICAN FEDERATION OF THE STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895 AGREEMENT AND (2) CITYWIDE PAY SCHEDULE FOR FISCAL YEAR 2019-2020

BACKGROUND

On September 3, 2019, City Council adopted Resolution No. CC-1909-044, approving the tentative agreement between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36 (AFSCME), the Majority Representative Employee Organization, representing two bargaining groups (Lawndale Professional Mid-Management Employees and Lawndale Classified Employees), to replace and update the existing Memorandum of Understanding (MOU) which expired on June 30, 2019.

Attached for City Council's consideration is Resolution No. CC-1910-047 adopting the successor Memorandum of Understanding (MOU) between the City and AFSCME, for the period of July 1, 2019, to June 30, 2020, and Resolution No. CC-1910-048 adopting City-wide Salary/ Pay Schedule for all City position titles and pay rates/ranges for fiscal year 2019-2020.

STAFF REVIEW

The attached successor MOU, jointly prepared by the labor negotiation parties, has been modified to include amendments to specific terms and conditions of employment outlined in the Tentative Agreement as approved by City Council on September 3, 2019. Once this MOU is approved and adopted by City Council, this one (1) year agreement will replace the existing MOU and the Tentative Agreement. The adoption of the successor MOU would also trigger the need to approve the City-wide Salary/ Pay Schedule for Fiscal Year 2019-2020, to reflect changes approved by City Council, in compliance with applicable sections of the California Government Code.

LEGAL REVIEW

The City Attorney's Office has reviewed resolutions and approves it as to form.

FUNDING

There will be no additional cost to the General Fund to cover the implementation of this agreement. The salary increases for full-time and part-time employees have been included and approved in the budget for Fiscal Year 2019-2020.

RECOMMENDATION

Staff recommends that the City Council: 1) adopt Resolution No. CC-1910-047, approving the 2019-2020 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36; and 2) adopt Resolution No. CC-1910-048, approving the 2019-2020 City-wide Salary and Pay Schedule.

- Attachment (s):
- 1). Resolution No. CC-1910-047- Adopting the 2019-2020 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees
 - 2). Resolution No. CC-1910-048- Adopting City-wide Salary and Pay Schedule for Fiscal Year 2019-2020

ATTACHMENT 1

Resolution No. CC-1910-047

Resolution of the City Council of the City of Lawndale, California Adopting the 2019-2020 Memorandum of Understanding Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, with attachments

RESOLUTION NO. CC-1910-047

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
ADOPTING THE 2019-2020 MEMORANDUM OF UNDERSTANDING
WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895**

WHEREAS, the City of Lawndale is a general law city and a public agency as defined in Government Code Section 3501(c) ("City"); and

WHEREAS, the American Federation of State, County and Municipal Employees, Council 36, Local 1895 ("AFSCME"), is the joint, majority representative employee organization for both of the City's previously recognized employee bargaining units, the Lawndale Professional and Mid-Management Employees Unit and the Lawndale Classified Employees Unit and is a recognized employee organization within the meaning of Government Code Section 3501(b); and

WHEREAS, the previous two-year Memorandum of Understanding between the City and AFSCME had an effective date of July 1, 2017, and expired on June 30, 2019; and

WHEREAS, representatives of the City and representatives of AFSCME met and conferred in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505, by and between the City and members of AFSCME for fiscal years 2019-2020; and

WHEREAS, on August 22, 2019, members of AFSCME ratified the 2019-2020 Memorandum of Understanding prepared to memorialize the deal points agreed upon by the parties.

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

SECTION 1. That, pursuant to Government Code Section 3505.1, as the terms of the "Memorandum of Understanding Between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2019 – June 30, 2020" ("2019-2020 Memorandum of Understanding"), attached hereto and incorporated herein as Exhibit "A", were reached by representatives of the City and AFSCME, representatives of the City and AFSCME have jointly prepared the 2019-2020 Memorandum of Understanding, which agreement is not binding until approved by the City Council of the City and the members of AFSCME.

SECTION 2. That the 2019-2020 Memorandum of Understanding, which has been approved by AFSCME, is hereby adopted by the City of Lawndale for fiscal years 2019-2020.

SECTION 3. That all provisions contained in the 2019-2020 Memorandum of Understanding attached hereto shall, where any conflict exists, supersede all previously adopted memoranda of understanding between AFSCME and the City.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1910-047 at a regular meeting of said Council held on the 7th day of October, 2019, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

EXHIBIT "A"

Memorandum of Understanding between the City of Lawndale and the Council 36,
Local 1895, American Federation of State, County and Municipal Employees,
AFL-CIO July 1, 2019 – June 30, 2020"

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAWNSDALE AND
LOCAL 1895, COUNCIL 36, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
JULY 1, 2019 – JUNE 30, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 01 RECOGNITION OF THE ORGANIZATION.....	2
Section 01.01 UNIT & UNION RECOGNITION.....	2
Section 01.02 FILING OF PETITIONS.....	2
Section 01.03 PART-TIME EMPLOYEE STATUS.....	2
ARTICLE 02 NON-DISCRIMINATION PLEDGE.....	2
Section 02.01 EMPLOYEE RIGHTS.....	2
Section 02.02 ANTI-DISCRIMINATION STATEMENT.....	2
Section 02.03 EMPLOYEE SAFETY.....	3
ARTICLE 03 CITY MANAGEMENT RIGHTS RESERVED.....	3
Section 03.01 RESERVED MANAGEMENT RIGHTS.....	3
Section 03.02 IMPACT OF CITY MANAGEMENT RIGHTS.....	4
ARTICLE 04 EMPLOYEE ORGANIZATION RIGHTS.....	5
Section 04.01 DUES DEDUCTION.....	5
Section 04.02 MAINTENANCE OF MEMBERSHIP.....	5
Section 04.03 PEOPLE DEDUCTION.....	5
Section 04.04 INDEMNIFICATION OF CITY.....	5
Section 04.05 REPRESENTATIVES' RIGHTS.....	6
Section 04.06 INCREASED COMMUNICATION BETWEEN PARTIES.....	6
Section 04.07 ALLOWED TIME FOR REPRESENTATIVES.....	6
Section 04.08 ACCESS TO NEW HIRES AND EMPLOYEE INFORMATION.....	7
ARTICLE 05 NO STRIKE - NO LOCKOUT PLEDGE.....	7
Section 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT.....	7
Section 05.02 CITY PROHIBITED CONDUCT.....	7

TABLE OF CONTENTS (cont.)

	<u>Page</u>
Section 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY	8
Section 05.04 CITY RIGHTS	8
ARTICLE 06 PROBATIONARY PERIOD	8
Section 06.01 INITIAL PROBATION PERIOD.....	8
Section 06.02 PROBATIONARY PERIOD FOLLOWING PROMOTION	8
a. Regular Employee.....	8
b. Probationary Employee.....	8
c. Acting Status Employee.....	9
Section 06.03 PERMANENT STATUS	9
ARTICLE 07 WAGE AND SALARY POLICY.....	9
Section 07.01 BASIC COMPENSATION PLAN.....	9
Section 07.02 SALARY AND WAGE SCHEDULES.....	9
Section 07.03 ADMINISTRATION OF BASIC COMPENSATION PLAN	9
Section 07.04 BEGINNING RATES.....	10
Section 07.05 SERVICE.....	10
Section 07.06 ADVANCEMENT WITHIN SCHEDULE	10
a. Service Advancement	10
b. Merit Advancement	10
c. Outstanding Merit Advancement.....	11
d. Length of Service Required When Advancement is Denied.....	11
e. "Y" Rating.....	11
Section 07.07 SCHEDULE FOR CONSIDERATION FOR ADVANCEMENTS	11
Section 07.08 REDUCTION IN SALARY STEPS.....	12

TABLE OF CONTENTS (cont.)

	<u>Page</u>
Section 07.09 COMPENSATION INCREASES FOR PROMOTIONS.....	12
Section 07.10 COMPENSATION ON DEMOTION.....	13
Section 07.11 COMPENSATION ON TRANSFER.....	13
Section 07.12 COMPENSATION ON LAYOFF.....	13
Section 07.13 LONGEVITY PAY.....	13
Section 07.14 BILINGUAL PAY.....	13
Section 07.15 SHIFT DIFFERENTIAL.....	13
Section 07.16 ACTING PAY.....	14
Section 07.17 FLEXTIME.....	14
Section 07.18 WORK SCHEDULES.....	14
Section 07.19 MEAL BREAKS AND REST PERIODS.....	15
Section 07.20 MEAL BREAKS AND REST PERIODS- PART TIME EMPLOYEES.....	15
Section 07.21 ECONOMIC LAY OFF.....	15
Section 07.22 DIRECT DEPOSIT.....	15
ARTICLE 08 OTHER WAGE AND HOURLY BENEFITS.....	16
Section 08.01 OVERTIME WORKED.....	16
Section 08.02 COMPENSATORY TIME.....	16
Section 08.03 CALL BACK COMPENSATION.....	16
Section 08.04 FLSA EXEMPT STATUS.....	16
Section 08.05 AFTER HOUR CALLS.....	17
ARTICLE 09 CAREER DEVELOPMENT PROGRAM.....	17
Section 09.01 TUITION REIMBURSEMENT PLAN.....	17
Section 09.02 LIMITATIONS ON TUITION REIMBURSEMENT.....	18

TABLE OF CONTENTS (cont.)

	<u>Page</u>
ARTICLE 10 TRAVEL AND MEETING ALLOWANCE	18
Section 10.01 AUTOMOBILE ALLOWANCE.....	18
Section 10.02 REGISTRATION AND LODGING.....	18
Section 10.03 MEALS	18
Section 10.04 REIMBURSEMENTS	18
ARTICLE 11 UNIFORMS	19
Section 11.01 UNIFORMS PROVIDED.....	19
Section 11.02 SAFETY SHOES	19
ARTICLE 12 VACATION BENEFIT	19
Section 12.01 ACCRUAL INCREMENTS	19
Section 12.02 VACATION ACCRUAL.....	19
Section 12.03 MAXIMUM VACATION ACCRUAL.....	20
Section 12.04 USE OF VACATION	20
Section 12.05 VACATION PAYMENT AT TERMINATION	21
ARTICLE 13 HOLIDAY BENEFIT.....	21
Section 13.01 HOLIDAY DATES	21
Section 13.02 HOLIDAYS WORKED.....	22
Section 13.03 HOLIDAY ON VACATION DAY	22
Section 13.04 HOLIDAY ON WEEKENDS.....	22
Section 13.05 HOLIDAY ON REGULAR DAY OFF.....	22
Section 13.06 ELIGIBILITY	22
Section 13.07 HOLIDAY PAY	22
Section 13.08 FLOATING HOLIDAY ACCRUAL	22
ARTICLE 14 OTHER LEAVES.....	22

TABLE OF CONTENTS (cont.)

	<u>Page</u>
Section 14.01 FAMILY LEAVE OF ABSENCE.....	22
Section 14.02 AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY.....	23
Section 14.03 LEAVE OF ABSENCE.....	23
Section 14.04 MILITARY LEAVE OF ABSENCE.....	23
Section 14.05 JURY DUTY.....	24
Section 14.06 WITNESS IN COURT.....	24
Section 14.07 BEREAVEMENT LEAVE.....	24
Section 14.08 MANAGEMENT LEAVE.....	24
ARTICLE 15 SICK LEAVE.....	25
Section 15.01 ELIGIBILITY.....	25
Section 15.02 ACCRUAL.....	25
Section 15.03 REPORTING OF SICK LEAVE.....	25
Section 15.04 CONVERSION OF ACCRUED SICK LEAVE.....	26
Section 15.05 SICK LEAVE ON RESIGNATION.....	27
Section 15.06 CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT.....	27
ARTICLE 16 INSURANCE AND RELATED BENEFITS.....	27
Section 16.01 MEDICAL BENEFITS.....	27
Section 16.02 FLEXIBLE BENEFITS PLAN.....	27
Section 16.03 SECTION 125 PROGRAM.....	28
Section 16.04 DEFERRED COMPENSATION.....	29
Section 16.05 RETIREE PARTICIPATION.....	29
Section 16.06 INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION.....	29
Section 16.07 INJURED ON DUTY PAY STATUS.....	29

TABLE OF CONTENTS (cont.)

	<u>Page</u>
Section 16.08 MEDICAL BENEFITS TO PART-TIME EMPLOYEES	30
Section 16.09 WELLNESS PROGRAM.....	30
ARTICLE 17 RETIREMENT BENEFIT	30
Section 17.01 CalPERS MEMBERSHIP	30
ARTICLE 18 GRIEVANCES	31
Section 18.01 MATTERS SUBJECT TO GRIEVANCE PROCEDURES.....	31
Section 18.02 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES	31
Section 18.03 FREEDOM FROM REPRISAL	32
Section 18.04 RESOLUTION	32
Section 18.05 WITHDRAWAL.....	32
Section 18.06 RESUBMISSION	32
Section 18.07 EMPLOYEE REPRESENTATION	32
Section 18.08 OBEY NOW-GRIEVE LATER	33
Section 18.09 INITIATION OF GRIEVANCE PROCEDURE.....	33
Section 18.10 INFORMAL GRIEVANCE PROCEDURE.....	33
Section 18.11 FORMAL GRIEVANCE PROCEDURE.....	33
Section 18.12 TIME LIMITS	34
ARTICLE 19 FULL UNDERSTANDING AND WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT	34
Section 19.01 FULL UNDERSTANDING	34
ARTICLE 20 EMERGENCY WAIVER PROVISION	35
Section 20.01 WAIVER GRANTED	35
ARTICLE 21 SEVERABILITY PROVISION.....	35
Section 21.01 SEVERABILITY DECLARED.....	35

TABLE OF CONTENTS (cont.)

	<u>Page</u>
ARTICLE 22 TERM OF AGREEMENT	35
Section 22.01 TERM ESTABLISHED.....	35
ARTICLE 23 RATIFICATION AND EXECUTION	35
Section 23.01 RECOMMENDATION TO COUNCIL AND ADOPTION.....	35
ARTICLE 24 POLYGRAPHS	36
Section 24.01 PROHIBITION ON POLYGRAPHS	36
ARTICLE 25 RE-OPENERS	36
ARTICLE 26 SICK LEAVE FOR PART-TIME EMPLOYEES.....	36
Section 26.01 ELIGIBILITY	36
Section 26.02 ACCRUAL	37
Section 26.03 USAGE.....	37
Section 26.04 NO SICK LEAVE CASHOUT	38
Section 26.05 CARRYOVER UPON APPOINTMENT TO FULL TIME POSITION	38
Section 26.06 SEPARATION AND RE-HIRE	38
ATTACHMENTS	
A. SALARY SCHEDULE -MID MANAGEMENT.....	41
B. SALARY SCHEDULE - CLASSIFIED UNIT	43
C. 4/10 WORK SCHEDULE.....	45
D. 9/80 ALTERNATIVE WORK SCHEDULE.....	48
E. UNION INFORMATION FORM.....	51
F. FORMAL GRIEVANCE FORM	53

ARTICLE 01
RECOGNITION OF THE ORGANIZATION

Section 01.01 UNIT & UNION RECOGNITION. For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "Agreement"), the Meyers-Milias-Brown Act, Government Code Sections 3500, *et seq.*, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Lawndale (hereinafter referred to as the "City") hereby affirms its recognition of Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to, along with any successor organizations, as the "Majority Representative Employee Organization"), as the exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "A" hereto (hereinafter referred to as the "LPMME Unit," and as the recognized exclusive and majority representative of the bargaining unit designated by the classifications set forth in Attachment "B" hereto (hereinafter referred to as the "LCE Unit."

Section 01.02 FILING OF PETITIONS. This Agreement shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for the above identified employee representation units during the term of this Agreement; except that a Petition for Certification or a Petition for Decertification may be filed with the City Clerk of the City during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said Agreement.

Section 01.03 PART-TIME EMPLOYEE STATUS. This Agreement affirms that all part-time employees of the City remain at-will and are thus not afforded any rights, benefits, notice and/or appeal procedures afforded full-time employees except as expressly provided herein. Part-time employees may be discharged by the appointing authority at any time with or without notice or cause. In addition, part-time employees are not guaranteed any specific number of hours per day or week and work those hours determined by the City as necessary to its functions in its sole discretion. In turn, all part-time employees subject to this Agreement may terminate their employment relationship with the City at any time, with or without notice or cause. All part-time employees serve at the pleasure of the City Manager and no provision of this Agreement shall be deemed to confer upon any part-time employees any property rights in employment by the City.

ARTICLE 02
NON-DISCRIMINATION PLEDGE

Section 02.01 EMPLOYEE RIGHTS. The parties mutually recognize and agree to protect the rights of all represented unit members to join and/or participate in protected employee organization activities or to refrain from joining or participating in such activities in accordance with Government Code Sections 3500, *et seq.*

Section 02.02 ANTI-DISCRIMINATION STATEMENT. The City and the Majority Representative Employee Organization agree that they shall not discriminate against any represented unit member because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, political or religious opinions or affiliations of any person or employee organization membership as defined by State and Federal law.

The City and the Majority Representative Employee Organization shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws. All other Articles of this Agreement shall remain the same.

Section 02.03 EMPLOYEE SAFETY. The City shall equitably apply all laws regarding work-related injuries. The City and the Majority Representative Employee Organization shall utilize a City safety committee to address employee safety concerns.

ARTICLE 03 **CITY MANAGEMENT RIGHTS RESERVED**

Section 03.01 RESERVED MANAGEMENT RIGHTS. The City reserves, retains, and is vested with, solely and exclusively, all rights of management, which have not been expressly abridged by specific provisions of this Agreement or by law, to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include but not be limited to the following rights:

- a. To manage the City generally and to determine issues of policy;
- b. To determine the existence or nonexistence of facts which are the basis of any management decision;
- c. To determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- e. To establish methods of financing;
- f. To establish types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;

- i. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards for City operations;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this Agreement and the City's Personnel Rules and Regulations;
- o. To determine policies, procedures and standards pertaining to City operations and activities;
- p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- s. To take any and all necessary action to carry out the mission of the City in emergencies;
- t. To determine the mission of its constituent departments, boards, commissions and committees; and
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

Section 03.02 IMPACT OF CITY MANAGEMENT RIGHTS. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of management rights shall impact upon represented employees, the City agrees to meet and confer in good faith with representatives of the Majority Representative Employee Organization regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Agreement. By agreeing to meet and confer with the Majority Representative Employee Organization as to the impact of the exercise of any of the foregoing management rights, it shall not diminish the City's discretion in the exercise of those rights.

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

Section 04.01 DUES DEDUCTION. The Majority Representative Employee Organization requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Majority Representative Employee Organization, from the wages and salaries of members of the Majority Representative Employee Organization. The Majority Representative Employee Organization hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Majority Representative Employee Organization membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Majority Representative Employee Organization.

The City shall provide for payroll deductions on each payroll period (twenty-four times per calendar year). The City shall remit the total amount of deductions to the Majority Representative Employee Organization within thirty (30) days of the date of the deduction. Any changes in the Majority Representative Employee Organization dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

Section 04.02 MAINTENANCE OF MEMBERSHIP. Any employees in the LCE or LPMME Units who have authorized the Majority Representative Employee Organization dues deductions on the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by the City during the term of this MOU; provided, however, that any requests to revoke or change membership deductions must be referred to the Majority Representative Employee Organization.

Section 04.03 PEOPLE DEDUCTION. The City agrees to deduct from the wages of any employee who is a member of the Majority Representative Employee Organization an AFSCME PEOPLE deduction as per a written authorization provided by the affected employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Majority Representative Employee Organization. The City agrees to remit any deductions made pursuant to this provision to the Majority Representative Employee Organization within a reasonable time frame together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 04.04 INDEMNIFICATION OF CITY. Majority Representative Employee Organization shall defend, indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with Section 04.01 Dues Deduction, Section 4.02 Maintenance of Membership, and Section 4.03 PEOPLE Deduction. AFSCME specifically agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

Section 04.05 REPRESENTATIVES' RIGHTS. The Majority Representative Employee Organization may select a total of four (4) representatives for the LPMME Unit and five (5) for the LCE Unit, with no more than two (2) representatives from any one department of the City representing either unit at the same time. The Majority Representative Employee Organization shall give to the City a written list of employees who have been selected as representatives. The Majority Representative Employee Organization shall keep this list current.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department head before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. Upon entering another represented unit member's work place on employee organization business, the representative shall obtain permission from the employee's department head. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Majority Representative Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative. Both permission and denial of a request to leave a work location by a representative shall be recorded with a signature by the immediate supervisor. Notations as to the reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communications between the City and the Majority Representative Employee Organization.

Section 04.06 INCREASED COMMUNICATION BETWEEN PARTIES. The City might reasonably expect that the Majority Representative Employee Organization would report the results of any meeting wherein employees have been permitted to participate on City time in their role as representatives. This would be intended specifically to cover those situations wherein the grievance might not be pursued beyond the initial or informational stage.

Section 04.07 ALLOWED TIME FOR REPRESENTATIVES. The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absences from the assigned work being approved by the employee's department head with permission being granted promptly unless such absence would cause an undue interruption of work.

Section 04.08 ACCESS TO NEW HIRES AND EMPLOYEE INFORMATION. The City will notify the Majority Representative Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Majority Representative Employee Organization President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Majority Representative Employee Organization shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Majority Representative Employee Organization President and the designated Business Representative from AFSCME District Council 36 a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Majority Representative Employee Organization with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Majority Representative Employee Organization with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information.

The parties will mutually agree on a form to use to track said employee information and whether any employee requests that such information not be disclosed. [See Attachment E hereto for agreed upon form.]

ARTICLE 05 **NO STRIKE - NO LOCKOUT PLEDGE**

Section 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT. The Majority Representative Employee Organization, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline pursuant to Article 03. Taking joint action or joining other employee organizations to engage in such activity is included in this prohibition.

Section 05.02 CITY PROHIBITED CONDUCT. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this Agreement or applicable ordinance or law.

Section 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY. In the event that the Majority Representative Employee Organization, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 05.01 herein, the Majority Representative Employee Organization shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and require that all such persons immediately cease engaging in conduct prohibited in Section 05.01, and return to work.

If Majority Representative Employee Organization acts in good faith to meet its responsibilities as set forth above, then Majority Representative Employee Organization, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any employees who are covered by this Agreement.

Section 05.04 CITY RIGHTS. Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Majority Representative Employee Organization, its officers, agents, representatives or members. Further, if the Majority Representative Employee Organization fails to diligently perform all responsibilities contained in Section 05.03, the City may suspend any and all of the rights and privileges accorded the Majority Representative Employee Organization under City Resolution and this Agreement, including, but not limited to, the suspension of recognition of such employee organization and the use by the Majority Representative Employee Organization of City bulletin boards and facilities.

ARTICLE 06 **PROBATIONARY PERIOD**

Section 06.01 INITIAL PROBATION PERIOD. Every person receiving an appointment to the competitive service, which has not been designated as temporary, shall be required to serve a probationary period of twelve (12) months, commencing on the date of appointment. Under certain conditions, if necessary to adequately evaluate such employee, with the approval of the City Manager and the employee's department head, the probationary period may be extended for not more than an additional six (6) months.

Section 06.02 PROBATIONARY PERIOD FOLLOWING PROMOTION

- a. **Regular Employee.** A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted, commencing on the date of such promotion. This probationary period may be extended for up to an additional three (3) month period, upon recommendation of the employee's department head. (See also Section 12.04.)
- b. **Probationary Employee.** A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional three (3) month period, upon action of the employee's department head.

- c. Acting Status Employee. An employee serving in an "acting" position within a higher classification who is promoted to that higher classification, may have all or a portion of the time spent in an "acting" position considered as a part of the probationary period for the higher classification, at the discretion of the City Manager.

Section 06.03 PERMANENT STATUS. An employee shall attain permanent status in the class upon successful completion of the probationary period.

ARTICLE 07
WAGE AND SALARY POLICY

Section 07.01 BASIC COMPENSATION PLAN. There is hereby established a basic compensation plan for all represented unit members who are now employed or will in the future be employed in any of the designated classifications of employment listed in Attachments "A" & "B" hereto.

Section 07.02 SALARY AND WAGE SCHEDULES.

- a. Salaries effective July 1, 2019 through June 30, 2020 for employees covered by this Agreement are listed in Attachments A and B hereto and represent a cost of living increase of five (5%) percent to the previously published salary ranges. In addition, minimum wage compensation increases for employees covered by this Agreement effective January 1, 2020, through January 1, 2022, are listed in Attachments B hereto.
- b. Effective the first full pay period after City Council approval of this Agreement, City shall provide a one-time, lump sum, non-PERSable signing bonus of \$1,000 to full-time employees hired before July 1, 2019 and still employed by the City at the time of such approval. City to also provide a one-time, lump sum, non-PERSable signing bonus of \$300 to part-time employees hired before July 1, 2019 and still employed by the City at the time of such approval and who worked on average 20 hours or more per week in the prior fiscal year. These signing bonuses will be subject to appropriate tax deductions as determined by the City, and shall be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.
- c. City may undertake an outside classification and compensation study at City expense during the term of this Agreement for purposes of a successor contract.

Section 07.03 ADMINISTRATION OF BASIC COMPENSATION PLAN. Where indicated, the compensation ranges and steps contained in the attached salary schedules are monthly compensation rates. The hourly rate of pay shall be the monthly rate multiplied by twelve (12) and divided by 2080. In determining the hourly rate as herein provided, compensation shall be made to the nearest cent.

Section 07.04 BEGINNING RATES. A new employee of the City shall be paid the rate shown in Step "A" of the range allocated to the classification of employment for which the employee has been hired, except that on the request of the department head under whom the employee will serve, and with the authorization of the City Manager, such employee may be placed in Step "B", "C", "D" or "E", depending on the employee's qualifications.

Section 07.05 SERVICE. The word "service," as used in this Agreement shall be defined to mean continuous, full-time service in the employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employees for the purpose of this Agreement. Such employees reentering the service of the City shall be considered as a new employee, except that the employee may be re-employed within one (1) year and placed in the same salary step in the appropriate compensation range as the employee was at the time of the termination of employment, at the discretion of the employee's department head and approved by the City Manager.

Section 07.06 ADVANCEMENT WITHIN SCHEDULE. The following regulations shall govern salary advancement within ranges:

- a. Service Advancement. After the salary of a represented unit member has been first established and fixed under this plan, such employee may be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of the evaluation period, provided service during such initial six (6) month period has been above standard.
- b. Merit Advancement. An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required, pursuant to procedures in the City's Personnel Rules and Regulations. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the first payroll period following the date the employee is entitled to the merit review as provided for in Section 07.07. Advancement from Step "B" to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:
 1. The employee's department head shall file with the Personnel Department a written statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.
 2. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Personnel Department to effect a change in payroll status.

- c. Outstanding Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of such employee's duties, the employee's department head may recommend in accordance with Section 07.06 (b) (1) above, that such employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such an advancement, and forward such approval to the Finance Department to effect a change in payroll status.
- d. Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, such employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Section 07.06 (b) above.
- e. "Y" Rating. When, due to a reorganization of duties or of City department structure, an employee is reclassified to a new position which is compensated at a lesser rate than the employee's current rate, such employee shall be "Y" rated. "Y" rating means that such employee will continue to receive compensation at the former rate of pay until such time as compensation of the new position most nearly equals or exceeds the "Y" rate. At that time, such employee will begin to receive increases applied to the new range. Step "Y" will follow Step "E" of the new classification.

Section 07.07 SCHEDULE FOR CONSIDERATION FOR ADVANCEMENTS. All newly hired or promoted employees who begin at the minimum salary step of a given salary range shall receive a salary increase based on merit, as recommended by the employee's department head and approved by the City Manager, in accordance with the steps and corresponding time periods specified below:

<u>SALARY STEP</u>	<u>EMPLOYEE ELIGIBLE FOR:</u>
A	Newly hired employee.
B	After six (6) months of full-time employment and an above standard initial evaluation.
B	After one (1) year of full-time employment employee may be released from probation with an above standard evaluation.
C	After one and one-half (1 1/2) years of full-time employment.
D	After two and one-half (2 1/2) years of full-time employment.

E

After three and one-half (3 1/2) years of full-time employment.

Notwithstanding the time periods specified above, a newly hired or promoted employee entering a range on a step higher than Step "A" will be eligible for review and salary increase one (1) year from date of hire or promotion, and at future yearly intervals based upon the employee's anniversary date.

An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required by this Agreement and pursuant to procedures outlined in the City's Personnel Rules and Regulations. Advancements to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

- a. The employee's department head shall file with the Personnel Department a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.
- b. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Department to effect a change in payroll status.

In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee's duties, the employee's department head may recommend to the City Manager that said employee be advanced to a higher step without regard to this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such advancement.

All merit step salary increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized.

Section 07.08 REDUCTION IN SALARY STEPS. An employee who is being paid on a salary step higher than Step "A" may be reduced by one or more steps upon the recommendation of the employee's department head with the approval of the City Manager. Procedures for review and recommendation for such reduction shall be the same as outlined for merit advancements in Section 07.06, and such employee may be considered for re-advancement under the provisions as contained in subsection (b) of Section 07.06.

Section 07.09 COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation

increases, except that no merit advancement shall be considered until after six (6) months in the higher classification regardless of the requirement for a probationary period.

Any part-time employee promoted to a full-time position within the classified service shall receive compensation at the minimum step for the classification range, unless otherwise determined by the City Manager. The schedule for eligibility for increases as stated in Section 07.07 of this Article shall apply for such employees.

Section 07.10 COMPENSATION ON DEMOTION. When an employee is demoted, the employee shall retain the same step as the employee held in the previous salary range. Increases in compensation shall thenceforth be in accordance with the procedures and schedule set forth in Sections 07.06 and 07.07 of this Article as if the employee was originally employed in the new classification range.

Section 07.11 COMPENSATION ON TRANSFER. When an employee is transferred within a department or between departments, or from one position to another position in the same class with similar duties and qualifications, the employee shall remain at his/her same Step and level of compensation. If necessary, the employee shall be "Y" rated as provided for in Section 07.06 (e).

Section 07.12 COMPENSATION ON LAYOFF. Personnel Rule 3.55 is clarified with regard to pay for part-time employees laid off given less than two weeks notice. In such circumstances, the City shall calculate pay for the difference between the date of layoff and two (2) weeks notice as follows. Part-time employees working on average 20 or less hours a week over the preceding three months shall be paid four (4) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working less than 30 but greater than 20 hours a week on average over the preceding three months shall be paid six (6) hours for each day's difference between the date of layoff and two weeks notice. Part-time employees working on average 30 or more hours over the preceding three months shall be paid eight (8) hours for each day's difference between the date of layoff and two weeks notice.

Section 07.13 LONGEVITY PAY. Any represented members having completed five (5) full years of service with the City shall receive an annual lump sum payment of one hundred and fifty dollars (\$150), which shall be paid on the first Payroll following the employee's anniversary date. Any represented members having completed ten (10) full years of service with the City shall receive an annual lump sum payment of four hundred dollars (\$400.00), which shall be paid on the first Payroll following the employee's anniversary date.

Section 07.14 BILINGUAL PAY. The City Council shall offer bilingual pay of an additional forty-five dollars (\$45) per pay period to those full-time employees whom prove proficient in either Spanish or American Sign Language, and are required to use such languages during the course of city business. Any part-time employee receiving bilingual pay prior to July 1, 2006 shall continue to be eligible to receive this bonus pay.

Section 07.15 SHIFT DIFFERENTIAL. Any City employee with his/her regular work schedule being assigned between the hours of 5:00 p.m. and 6:00 a.m. shall be eligible for shift differential pay to be paid in addition to the employee's regular salary. Said shift differential shall be equal to five percent (5%) of the employee's regular hourly rate for only those actual hours worked between

5:00 p.m. and 6:00 a.m. per work period. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Section 07.16 ACTING PAY. An employee appointed by the City Manager to serve in an "acting" position for a classification other than such employee's regular classification for a period exceeding fifteen (15) consecutive working days as a result of authorized leave by another employee, or exceeding ten (10) consecutive working days resulting from a vacancy due to separation, shall receive a compensation that is the greater of either five percent (5%) of the employee's current compensation, or Step "A" of the acting classification.

Section 07.17 FLEXTIME. In order to meet special work schedule requirements, a flextime schedule may be worked for any given day or consecutive work days, with the prior mutual concurrence of the employee, the employee's department head and the City Manager. Such flextime shall allow for differing work days and/or arrival and departure times on given work days provided that the employee works not less than forty (40) hours within their defined workweek. Any hours worked beyond forty (40) in an employee's workweek shall be considered over-time, and be compensated accordingly. Any long-term schedule change to meet extraordinary conditions shall be placed in writing and signed by the employee, the department head, and the City Manager. This Section may be modified and superseded by the requirements of specific work schedules, including the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Section 07.18 WORK SCHEDULES. For all employees covered by this Agreement, it is expected that they work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The City has adopted several work schedules, including a standard 5/40 (5 days/40 hours) schedule, a 9/80 (9 days/80 hours) schedule, and a temporary 4/10 (4 days/40 hours) work schedule, which remains under review. These work schedules shall be subject to change upon the required meet and confer between the parties. The specific components of the 4/10 work schedule are set forth in Attachment "C" hereto.

The 9/80 work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four nine (9) hour days per week and one eight (8) hour work day every other week. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period to the work day. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of the week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on Friday (with thirty (30) minutes for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's regular alternative day off is Friday, the employee cannot switch the alternate day off to Thursday or any other day). Specific components of the 9/80 alternative work schedule are set forth in Attachment "D".

For work schedules other than the 9/80 schedule, the work week shall remain as defined in Personnel Rule 6.05, which is beginning at 12:01 a.m. Monday morning and ending at 12:00 a.m. Sunday evening.

Section 07.19 MEAL BREAKS AND REST PERIODS. The City will provide a one-hour (1) meal break, without pay, and two paid fifteen (15) minute rest periods per work shift except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with meal breaks or other rest periods.

Section 07.20 MEAL BREAKS AND REST PERIODS- PART TIME EMPLOYEES. The City will provide part-time employees meal breaks and rest periods in the following amounts, based on the number of hours worked in a single day:

- 3 hours or less – no rest break.
- 4 hours – one 10-minute rest break.
- 5 hours – one 15 rest minute break.
- 6 hours – two 10-minute rest breaks.
- 7 – 8 hours – two 10-minute rest breaks plus an unpaid meal break of 1/2 (one half) hour.

All breaks must be taken on-site, with the exception of the unpaid meal break.

Section 07.21 ECONOMIC LAY OFF. If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Majority Representative Employee Organization that the seniority rule shall mean that when any classification having two or more employees is subject to less than a complete lay off, then the employees shall be laid off in order of reverse seniority based upon first service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Reductions in work force for reasons other than solely economic reasons shall continue to observe the order of layoff set forth in Personnel Rule 3.55.10. Notwithstanding Personnel Rule 3.55.05, it is further agreed by the City and the Majority Representative Employee Organization that where the City Manager determines that a reduction in personnel is necessary for economic reasons, employees shall have "bumping" rights based upon service time in class and then on cumulative City service time as defined in Personnel Rule 3.55.15. Any employee serving in a higher classification in a classification family will be credited for time served in the higher classification when bumped to a lower classification for determination of bumping rights.

Section 07.22 DIRECT DEPOSIT. Employees shall receive their bi-weekly compensation through the City's direct deposit program. Employees are encouraged to utilize the City's ability to "direct deposit" paychecks to the bank or credit union of the employee's choice.

ARTICLE 08
OTHER WAGE AND HOURLY BENEFITS

Section 08.01 OVERTIME WORKED. All time worked by a represented unit member beyond his/her regular work day or beyond the forty (40) hours in the employee's workweek, shall be compensated, at the election of the represented unit member, with cash payment based on one and one-half (1-1/2) times the regular rate of pay or by the accumulation of compensatory time as provided in Section 08.02 below. Overtime shall not include hours not actually worked, including vacation, sick leave, jury duty, floating holiday, compensatory time off; overtime of ten (10) minutes or less; or voluntary early reporting. All overtime worked by non-exempt employees must be pre-approved and reported to the City. Non-exempt employees are not permitted to work uncompensated overtime, and supervisors are not permitted to allow non-exempt employees to work uncompensated overtime. Any unapproved overtime worked will be paid but the employee and/or supervisor may be subject to discipline for working overtime without the required approval.

Section 08.02 COMPENSATORY TIME. As an alternative to overtime compensation specified in Section 08.01 above, represented unit members shall be eligible to earn compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked beyond his/her regular work period as specified in Section 07.18 above. The amount of outstanding compensatory time earned shall not exceed one hundred fifty (150) hours at any given time. When a represented unit member has reached the maximum of one hundred fifty (150) hours of compensatory time earned, all overtime worked subsequent thereto time shall be paid in cash at the overtime rate of pay until such time as the outstanding balance shall fall below one hundred fifty (150) hours.

Upon termination of employment, a represented unit member shall be paid for accrued compensatory time at his/her hourly rate of pay at the time of termination. Said payment shall be made within thirty (30) days of termination.

The dates of compensatory time leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider whether the request unduly disrupts the operations of that department. All compensatory time shall be taken in minimums of at least one-half (1/2) hour increments whenever possible.

Section 08.03 CALL BACK COMPENSATION. Represented unit members called back to work, outside their normal working hours, shall be paid a minimum of two (2) hour's compensation at the overtime rate. Call back is considered an employee's unexpected return to work due to an unanticipated work requirement resulting from an order to report/ return to work. A represented unit member shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee's assigned duties at the end of his/her work shift, and having left his/her work location. Call back shall not apply to situations where an employee is called in to start a work shift early or asked to stay after their normal shift ends.

Section 08.04 FLSA EXEMPT STATUS. The City continues to designate the following classifications as exempt from overtime for purposed of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt from overtime for FLSA purposes. The parties acknowledge and agree that the following classifications shall be exempt from overtime:

- a. City Engineer
- b. Community Development Manager
- c. Community Services Manager
- d. Municipal Services Manager

Section 08.05 AFTER HOUR CALLS. Employees who may receive and respond to calls after work hours, shall log the time spent on each call and submit the signed log with their timesheets to their immediate supervisor for review and processing.

ARTICLE 09

CAREER DEVELOPMENT PROGRAM

Section 09.01 TUITION REIMBURSEMENT PLAN. Permanent employees receiving prior written approval from the employee's department head and the City Manager shall be eligible to receive tuition reimbursement pursuant to this Agreement for course work leading to or as a prerequisite for a degree or certification which is directly related to the employee's position and duties with the City.

The City shall reimburse a represented unit member's costs for required school fees such as tuition, registration fees, books, and parking fees, subject to the limits set forth in this Article. Other fees such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

- a. Courses, degrees and certifications must relate to the employee's present job or be directly related to the employee's potential development with the City.
- b. Course work taken at recognized and accredited institutions shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to approval for reimbursement at the sole and unfettered discretion of the City Manager.
- c. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.
- d. In the event an employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.
- e. Upon completion of each course, the employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of

proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

Failure on the part of an employee to provide any information required to determine eligibility for reimbursement, or providing false information for reimbursement requests, shall result in the employee being ineligible for any future tuition reimbursements, and may result in disciplinary action.

Section 09.02 LIMITATIONS ON TUITION REIMBURSEMENT. No employee shall be reimbursed for an individual course in an amount greater than Nine Hundred Dollars (\$900.00) per semester. In no case shall the total amount of tuition reimbursement for individual courses to an employee in a given fiscal year exceed One Thousand Eight Hundred Dollars (\$1,800.00).

ARTICLE 10

TRAVEL AND MEETING ALLOWANCE

Section 10.01 AUTOMOBILE ALLOWANCE. The City shall create a pool of City vehicles to be available for use by City employees in the course of city business. In the case of an employee needing to use a private vehicle during the course of city business, mileage incurred during such travel shall be reimbursed by the city. Expense claims for the use of private automobiles on City business must be submitted to the City Manager via the Finance Director. Such use, if approved, in writing, will be reimbursed at the rate established by the Internal Revenue Service for the calendar year immediately preceding the calendar year in which the rate is to be in effect.

Section 10.02 REGISTRATION AND LODGING. The City shall pay the registration fee for conferences, workshops and meetings approved in the annual budget. Said fee shall be paid directly by the City on the appropriate registration form.

The City shall pay the cost of lodging for approved conferences and workshops which are located at such a distance as to make commuting impractical, and which are approved in the annual budget. The City may provide advance payment for lodging, payable to the hotel, upon presentation of a confirmed registration and the room rate. The employee shall be required to submit a receipt for the lodging payment and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

Section 10.03 MEALS. The City shall provide payment for the cost of meals at conferences, workshops and meetings approved in the annual budget. For all represented unit members the per diem for meals shall not exceed the per diem amounts pursuant to the City's Travel Policy No. 42-97. Employees may receive an advance for per diem costs. Receipts shall be provided by the employee indicating the actual cost of meals and either a refund to the City or an additional payment to the employee shall be made based on final receipts.

Section 10.04 REIMBURSEMENTS. All reimbursements for travel and meeting expenses shall be made on the City's regular Warrant Resolution and shall be made only one (1) time per month.

ARTICLE 11
UNIFORMS

Section 11.01 UNIFORMS PROVIDED.

- a. All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.
- b. Employees must remember that they represent the image of the City to the public. Employees are expected to groom and dress in appropriate work attire, in a reasonably clean and neat manner, which will enable them to perform their job duties and represent the City. [See the City's Dress Code and Appearance Policy]

Section 11.02 SAFETY SHOES. Employees required to wear approved safety shoes to carry out the duties of their position shall be eligible to receive a \$270 voucher once a year to be used at a City approved vendor to purchase such shoes. In no case shall the total annual voucher amount for a single employee exceed \$270 in a calendar year.

ARTICLE 12
VACATION BENEFIT

Section 12.01 ACCRUAL INCREMENTS. All increments for accrual and use of vacation leave time shall be in hours or portions thereof. All full-time employees shall be eligible to accrue paid vacation leave upon hire. No part-time, provisional or temporary employees shall be eligible for any vacation accrual.

Section 12.02 VACATION ACCRUAL. Each permanent full-time probationary employee shall accrue vacation leave in accordance with the following formula:

- a. 6.7 hours for each month during the first (1st) year of employment (80.4 hours annually).
- b. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment following the probationary period (120.0 hours annually).
- c. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment following the probationary period (159.6 hours annually).
- d. 15.0 hours for each month beginning with the tenth (10th) year of employment following the probationary period (180.8 Hours annually).

Vacation leave shall be deemed to have been accrued by the employee only at the end of the month in which the employee was in service of the City. If employment begins prior to the sixteenth (16th) of the month, vacation leave shall be accrued for that month. If employment begins on or after the sixteenth (16th) of the month vacation leave shall be accrued beginning with the first (1st)

day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

Accrual at the next highest incremental rate shall begin on the employee's anniversary date of original employment with the City, regardless of any promotions or demotions. If the anniversary date is prior to the sixteenth (16th) day of the month the higher rate shall be credited for that month. If the anniversary date after the sixteenth (16th) day of the month the higher rate shall begin with the first (1st) day of the following month.

Section 12.03 MAXIMUM VACATION ACCRUAL. An employee's available vacation hours shall not exceed the following maximum amounts:

- a. 292.0 hours for the first through fifth year of employment.
- b. 384.0 hours for the sixth through ninth year of employment.
- c. 432.0 hours beginning with the tenth year of employment.

The City Manager shall be empowered to authorize an employee to accrue vacation leave in excess of the maximum established herein if special circumstances, as determined by the City Manager, so warrant.

Section 12.04 USE OF VACATION. The dates of vacation leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider the wishes of the employee and the needs of the City.

All vacation time shall be taken in minimums of one (1) hour increments.

A probationary employee shall be eligible to utilize vacation leave during the first (12) months of initial full-time employment with the City, so long as the leave has been accrued, and with the prior approval of the employee's department head. While in a probationary period following a promotion, the probationary period may be extended an equivalent time spent on vacation at the discretion of the employee's department head with the approval of the City Manager.

With the approval of the employee's department head and the City Manager and based upon their belief that, an unforeseeable financial emergency exists, an employee may exchange accrued vacation leave time for cash payment at the employee's regular hourly rate of pay at the time of the approval, provided that the employee shall continue to maintain at least forty (40) hours of accrued vacation leave time following the exchange. An unforeseeable financial emergency is defined as: an unanticipated financial emergency caused by an event beyond the employee's control (for example an unexpected health expenses, unanticipated funeral expenses or expenses incurred due to an accident or illness not covered by insurance), which would result in serious financial hardship if the cash payment were not made. The amount of the cash payment will not exceed the amount necessary to meet the emergency. Such cash payment shall be made as part of the next regular payroll.

Section 12.05 VACATION PAYMENT AT TERMINATION. Permanent employees voluntarily or involuntarily terminating employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the termination, up to the maximums as prescribed in Section 12.03 of this Article. Payment shall be at the same hourly rate of pay as was authorized for the employee at the time of submittal of termination notice. Notwithstanding the foregoing, in the event an employee voluntarily or involuntarily terminates employment with the City, while serving in an Acting Status, payment of the lump sum accrued vacation leave shall be paid at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced employment in the Acting Status.

Employees dismissed by the City or voluntarily resigning prior to the completion of the initial hire probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the hourly rate as was authorized for the initial employment. There shall be no proration of vacation time for partial months of employment.

When termination is caused by the death of a represented unit member, said payment for unused vacation shall be paid to the beneficiary designated by such employee. Such designation shall have been in writing, signed by such employee and filed with the Personnel Department. In the event such employee has not designated a beneficiary, the payment shall be made to the estate of such employee.

Payment for accrued vacation leave shall be made on a regular City payroll within thirty (30) days following the final date of employment with the City, except for involuntary separations where payment for accrued vacation leave shall be made on the effective date of the separation.

ARTICLE 13 HOLIDAY BENEFIT

Section 13.01 HOLIDAY DATES. All full-time represented unit members covered by the terms of this Agreement shall have the following legal holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving (except for 4/10 work schedules)
- Christmas Eve
- Christmas Day
- New Year's Eve
- One Floating Holiday per calendar year (except for 4/10 work schedules).

This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Section 13.02 HOLIDAYS WORKED. If a full-time employee is assigned to work on a regular scheduled holiday, in addition to his/her regular pay, he/she shall be paid one-half (1/2) time for all hours worked; thus, totaling time and one-half (1½) pay for all hours worked. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Part-Time Employees shall receive pay at the rate of time and a half for working on Thanksgiving Day and Independence Day.

Section 13.03 HOLIDAY ON VACATION DAY. Should one of the regular scheduled holidays fall during a represented unit member's vacation period, or while an employee is lawfully absent with pay, such employee shall be credited for the holiday and no charge shall be made against such employee's accrued vacation or other authorized leave time. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Section 13.04 HOLIDAY ON WEEKENDS. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Saturday, the preceding Friday shall be observed as the holiday. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Sunday, the following Monday shall be observed as the holiday. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Section 13.05 HOLIDAY ON REGULAR DAY OFF. When a holiday falls on a regular day off, represented unit members shall be entitled to equivalent time off in lieu of the holiday. Determination of when such time off may be taken shall be made by the City Manager, in his or her sole discretion. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Section 13.06 ELIGIBILITY. In order to be eligible to receive holiday pay, a represented unit member must have worked, or be deemed to have worked because of lawful absence, such employee's regular scheduled day before and regular scheduled day after the holiday.

Section 13.07 HOLIDAY PAY. Full-time represented unit members shall receive holiday pay based on the number of hours he/she is regularly scheduled to work on the day the holiday is observed. (For example, employees working a 4/10 schedule shall receive holiday pay for an observed holiday based on a 10 hour work day.)

Section 13.08 FLOATING HOLIDAY ACCRUAL. Employees are encouraged to use floating holidays in the same calendar year in which they are accrued. Floating holidays shall accrue to a maximum of 48 hours and may only be cashed out upon separation (no cash out allowed prior to separation).

ARTICLE 14 OTHER LEAVES

Section 14.01 FAMILY LEAVE OF ABSENCE. The City will grant represented unit members leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L 103-3 and/or Government Code Section 12945.2, as applicable.

Section 14.02 AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY. Upon written recommendation from the employee's department head, and with the approval of the City Manager, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of the City, for a period not to exceed ninety (90) calendar days. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Agreement. The City shall contribute to the employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's authorized leave of absence. Thereafter, the City shall have no obligation to contribute to an employee's medical health plan, dental and visions or life insurance plan until the employee is reinstated in a permanent position. In no event shall the City contribute toward the employee's dependent health, dental and vision plans. Vacation and sick leave shall not be accrued during an absence without pay.

For any absence without pay beyond thirty (30) calendar days, the employee's anniversary date for any accrual or incremental eligibility contained in this Agreement shall be extended by like amount of time.

Section 14.03 LEAVE OF ABSENCE. Upon written request of the employee and approval of the City Manager, the City Council or City Manager may grant an extended leave of absence with or without pay for a period not to exceed one (1) year.

All provisions of Section 14.01 of this Article shall apply to extended leave of absence unless specifically authorized otherwise by the City Council.

Section 14.04 MILITARY LEAVE OF ABSENCE. Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the department head an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her department head of such leave at least ten (10) working days in advance of the beginning of such leave.

Any employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed three (3) years and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall supplement an employee's pay in an amount equal to the loss in pay between the employee's military pay and the employee's base

salary paid by the City (evidence must be shown as to current rate of military pay), as well as contribute to such employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

Section 14.05 JURY DUTY. Any permanent or probationary full-time employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty. Jury service required on an employee's off-duty day or beyond his/her forty (40) hour work week is not compensable by the City. Jury duty time shall not be considered work time and does not count toward hours worked for the calculation of overtime except that an employee that is called to work outside of his/her normally scheduled work week and after completing jury service may be eligible for overtime pay. The employee must notify his/her department head of the dates of the jury duty upon receipt of the court notice. The employee shall be required to report to work and perform their assigned duties if the jury pool is dismissed and more than three (3) hours remain in the employee's regular scheduled work day. The employee shall be required to pay over to the City any amount he/she receives for jury duty, exclusive of approved travel and subsistence. Upon completion of jury service, the employee shall be responsible for providing proof of jury service upon his/her return to work. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

Section 14.06 WITNESS IN COURT. Any represented unit member of the City subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his/her officially assigned duties with the City, shall be granted leave with pay during such time as appearing as a witness. The employee must notify his/her department head of the date on which the employee is to serve as a witness upon receipt of a subpoena. The employee shall be required to pay over to the City any amount received for serving as a witness.

Section 14.07 BEREAVEMENT LEAVE. On the death of a member of a represented unit member's immediate family; meaning spouse, domestic partner, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, great-grandparent, or great-grand-child, such employee shall be granted bereavement leave of up to forty (40) hours.

The City Manager may permit such employee to use paid bereavement leave for other relative living in the same household. The City Manger's decision regarding any request submitted under this paragraph shall not be subject to the grievance or appeal procedures contained in the City's Personnel Rules and Regulations or in this Agreement.

Section 14.08 MANAGEMENT LEAVE. The parties agree that the following exempt classifications shall be granted eighty nine (89) hours of Management Leave with pay each fiscal year (July 1 to June 30): City Engineer, Community Development Manager, Community Services Manager, and Municipal Services Manager.

Employees hired during the fiscal year period shall have management leave credited as a pro-rated amount equal to 7.416 hours per month commencing with the first month of employment. An

Affected Employee shall be allowed to accrue and carry-over management leave up to a maximum of one hundred fifty two (152) hours.

ARTICLE 15
SICK LEAVE

Section 15.01 ELIGIBILITY. Each full-time permanent and probationary full-time employee shall be eligible to accrue sick leave with pay as provided for in this Article. Sick leave shall be utilized solely for illness or medical appointments of a represented unit member or his/her immediate family, meaning spouse, natural or adopted child, brother, sister, parent, step-parent, step-brother or step-sister.

The City Manager may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family. The City Manager's decision regarding any request submitted under this paragraph shall not be subject to the grievance and appeal procedures contained in the City's personnel rules and regulations.

Nothing in this Article shall prohibit an employee from using his/her other accrued leave time for purposes of illness or medical appointment.

Section 15.02 ACCRUAL. Employees subject to this Agreement shall accrue eight (8) hours of sick leave on the first day of each month except as modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto. There shall be no limitation on accrual.

Newly hired employees in a permanent full-time classification, shall be eligible to begin the monthly accrual provided for herein beginning on the first day of employment at the rate of eight (8) hours of sick leave per month.

Employees leaving the employment with the City for any reason, who have received an advance accrual of sick leave time and who have used said sick leave time at a rate greater than the accrual shall have the amount of sick leave time off used in excess of such rate of accrual deducted from the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

Section 15.03 REPORTING OF SICK LEAVE. At the sole discretion of the City and upon reasonable cause, an employee shall submit a "Leave Request" form to his/her immediate supervisor no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An employee unable to report to work due to illness shall inform his/her immediate supervisor or other supervisor in the department of his/her absence no later than one-half (1/2) hour after the regular start of the employee's workday. Failure to report the intended absence may result in disciplinary action.

An employee who has been absent from work due to illness shall complete a "Leave Request" form on the day he/she returns to work indicating the date, times and nature of illness.

At the sole discretion of the City, an employee may be required to submit a doctor's verification of an employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

Section 15.04 CONVERSION OF ACCRUED SICK LEAVE. After two (2) years of full-time employment with the City, an employee may convert sick leave to compensation in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), as provided for herein. A maximum of sixty (60) hours of accrued sick leave may be converted to compensation at such employee's then current rate of pay provided, however, that the employee qualifies for this benefit as follows:

<u>Allowable conversion</u>	<u>Criteria for benefit conversion</u>
100% (60 hours)	Less than or equal to 30 hours of Sick Leave used during a Fiscal Year
50% (30 hours)	Less than or equal to 60 hours of Sick Leave used during a Fiscal Year
25% (15 hours)	Less than or equal to 90 hours of Sick Leave used during a Fiscal Year
0% (not eligible)	Greater than 90 hours of Sick Leave used during a Fiscal Year

1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.
2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.
3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15th of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.
4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.
5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.

6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.
7. A represented unit member having accrued more than 576 hours of sick leave may convert one-third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the employee to notify the Personnel Officer of the desire to convert such hours by December 15th of the calendar year prior to the conversion.
8. Employees hired prior to September 3, 2019 shall continue to participate in this benefit as long as there is available funding. Employees hired on or after September 3, 2019 shall not be eligible for this sick leave conversion benefit.

Section 15.05 SICK LEAVE ON RESIGNATION. Represented unit members with more than five (5) years of full-time employment with the City shall be permitted, at the time of his/her voluntary resignation or layoff from service with the City to convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and eighty-eight (288) hours, to vacation leave and be compensated for such in accordance with Section 12.05, except that an employee hired after July 1, 1993, may convert one half (1/2) of his/her accrued sick leave, up to a maximum of two-hundred and fifty (250) hours, to vacation leave and be compensated for such in accordance with Section 12.05. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with the City while serving in an acting status, payment of the lump sum accrued sick leave converted to vacation leave shall be compensated at the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced serving in the acting status.

Section 15.06 CONVERSION OF UNCOMPENSATED/UNUSED SICK LEAVE AT RETIREMENT. Upon voluntary retirement and after a minimum of ten (10) years service, a represented unit member may convert remaining uncompensated or unused sick leave towards retirement time credit. Said credit shall equate to the number of hours of such leave remaining, and a represented unit member may take said hours as paid leave before the effective date of retirement.

ARTICLE 16 **INSURANCE AND RELATED BENEFITS**

Section 16.01 MEDICAL BENEFITS. Medical benefits shall be under the CalPERS medical program.

Section 16.02 FLEXIBLE BENEFITS PLAN. The City shall implement a flexible benefit plan as follows:

- a. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). Employees hired prior to or on the date of City Council approval and adoption of this successor MOU or

Tentative Agreement regarding same or June 30, 2018, whichever is later, who do not take medical, dental or vision insurance through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution in lieu of the flexible benefits contribution. As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program. Employees hired after the City Council approval and adoption of this successor MOU or Tentative Agreement regarding same or June 30, 2018, whichever is later, shall not receive cash in lieu of medical, dental or vision insurance.

- b. The Flexible Benefits Contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Employees may allocate any remaining amount of their flexible benefits among the following City sponsored programs:
 1. Dependent Insurance
 2. Additional Life Insurance
 3. Section 125 Program - Flexible Spending Account
- c. Should a State or Federal agency (such as the IRS or DOL) or court of competent jurisdiction A) issue new guidelines to clarify the amounts of cash in lieu allowable for “qualified” cafeteria plans, or B) specifically rule or advise on the “qualified” or “Bona Fide” status of the City’s Flexible Benefit plan or its cash-in-lieu/opt out provisions fail to meet the “incidental” criteria under a cafeteria plan, then the parties shall promptly meet and confer as a reopener to the contract over any changes to this Section required by such ruling in order to maintain the “qualified” status of the Plan or meet the “incidental” criteria.

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

- a. The City shall contribute the full amount of the premium for employee for a \$50,000 term life insurance.
- b. The City shall contribute the full amount of the premium for employee for Long-Term Disability insurance.
- c. The City shall contribute the full amount of the premium for employee for an Employee Assistance Program.

Section 16.03 SECTION 125 PROGRAM. (Allows benefits to be paid from pre-tax dollars.) The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and the Majority Representative Employee Organization. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to

change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation are to be paid by the employee.

Section 16.04 DEFERRED COMPENSATION. The City shall make available to all represented unit members deferred compensation programs under the International City Management Association Retirement Corporation or the Public Employees Benefit Services Corporation. Said programs shall be for voluntary contributions by the employee.

Section 16.05 RETIREE PARTICIPATION. Effective July 1, 1991 retirees, who have retired under a CalPERS retirement program after a minimum of five (5) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

On the date an amendment to the CalPERS contract has been finalized and approved by Council resolution, retirees who have retired under a CalPERS retirement program after a minimum of ten (10) years of full-time employment with the City, shall be eligible to participate in the CalPERS medical program, as provided to represented unit members. The City shall pay the retired employee's premium for the medical program. The retired employee shall be eligible to carry dependent coverage at the retired employee's sole expense.

Employees retired prior to July 1, 1991 who were covered under the CalPERS medical program shall be entitled to continue participation regardless of years of service.

Section 16.06 INJURED ON DUTY INSURANCE CONTRIBUTION CONTINUATION. If a full-time employee who has been employed by the City for five (5) or more years suffers a work related injury and is absent from work, the City shall continue to make medical insurance contributions in accordance with Section 16-02a for a maximum of six (6) months. The employee may only continue to participate in the same type of benefit plan and level of benefits (employee, employee plus one, or employee plus two or more) that the employee participated in immediately prior to his/her work related injury.

Section 16.07 INJURED ON DUTY PAY STATUS. Any employee claiming a work related injury or illness while at his/her work place shall be required to report the injury or illness to the employee's supervisor as soon as possible.

- a. If the injury is an emergency occurring after 5:00 p.m. and before 8:00 a.m., Monday through Friday, or on Saturday, Sunday or legal holidays, the employee should be taken to the City's designated medical provider.
- b. If the injury occurs during normal business hours, the Personnel Officer should be contacted immediately to arrange for the proper medical attention for the employee in non-emergency cases. The employee or Department Head should not arrange for a doctor's appointment.

The Personnel Officer shall require the employee to be examined by a City-designated physician who shall make a report to the City as to the employee's ability to perform the duties and responsibilities of his/her position.

Such employee will receive workers' compensation disability payments while on temporary disability according to the amounts set by the State of California. During the first three (3) days of time off due to injury, an employee may elect to use accumulated sick leave during this time. An employee unable to work for more than fourteen (14) days due to job related injury will be compensated during the initial three-day "waiting period" according to amounts set by the State of California. Where the employee has elected to use accumulated sick leave during the three- (3) day waiting period, the amount reimbursed by the State for these three (3) days shall be remitted to the City.

An employee may elect to take accumulated hours of sick leave or vacation leave such that, together with the disability pay, total compensation received would equal not more than their regular salary.

Any period of time during which an employee is required to be absent from his/her position by reason of work-related injury or illness for which they are entitled to receive compensation under Division 4 (commencing with Section 3201) of the State Labor Code, will not be considered a break in their continuous service for the purpose of salary adjustments, sick leave, vacation leave or seniority.

Section 16.08 MEDICAL BENEFITS TO PART-TIME EMPLOYEES. Part-time employees shall not be eligible to receive medical benefits. Any part-time employees employed with the City prior to July 1, 2006 who have worked more than 1000 hours in a fiscal year shall be eligible for a One-Hundred Seventy-Five Dollar (\$175) monthly contribution towards health benefit costs. Said contribution shall be available as a credit towards total costs, and only if a represented unit member selects any health plan available through the City's programs. Additionally, any Part-time employee who works in excess of seventy (70) hours in a two week period and who selects a health plan from the City's program, shall receive an additional Thirty Dollar (\$30) credit per month towards the cost of said medical insurance coverage.

Section 16.09 WELLNESS PROGRAM. Full-time employees may be eligible to receive reimbursement of up to One-Hundred Dollars (\$100) annually based upon fiscal year for participation in a qualified program. Qualified program may include, but not be limited to, for example – "Weight Watchers", "Jenny Craig", "Nutrisystem", etc., or membership to a gymnasium or fitness program like "Curves". Reimbursement will be made upon receipt of proof of participation - a requirement satisfied by showing enrollment form and payment receipt.

ARTICLE 17 **RETIREMENT BENEFIT**

Section 17.01 CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by

the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

For employees hired prior to January 1, 2013, and for those employees hired after that date but determined by CalPERS to be "classic members" as defined by CalPERS, the City shall maintain its current program, which includes the following:

- a. Section 21354: 2% at 55 retirement- Full Formula
- b. Section 21574: Fourth Level of 1959 Survivors Program
- c. Section 21042: Military Service as Public Service
- d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

For new employees that are non-classic members, hired after January 1, 2013, the City will provide a pension through CalPERS using the "2% @ 62" formula, pursuant to the contract between the City and CalPERS and pursuant to the California Public Employees' Pension Reform Act of 2012 ("PEPRA"). Retirement compensation for non-classic members shall be computed on the employee's three (3) highest years of service.

ARTICLE 18 **GRIEVANCES**

Section 18.01 MATTERS SUBJECT TO GRIEVANCE PROCEDURES. A "grievance" is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing ordinances, rules, regulations, or policies administered by the employee's Department Director or designated authority concerning wages, hours, or other terms and conditions of employment. The solution of any such grievance must be wholly or partially within the province of the City to rectify.

Section 18.02 MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURES. The following matters are not subject to the grievance procedure:

Employee discipline.

Employee performance evaluations, including denial of a step increase, performance pay increase, and other merit or performance pay issues.

Management of the City generally and issues of City or Department policy.

Necessity and organization of any service or activity conducted by the City including the expansion or reduction of services or work force.

Determination of the nature, manner, means, technology and extent of services to be provided to the public.

Types of equipment or technology to be used.

Determination of and/or change in facilities, methods, technology, means and size of the work force by which City operations are to be conducted.

Determination of and change in the location, number of locations, relocations and types of operations, processes and materials to be used in carrying out City functions.

Work assignments and schedules in accordance with requirements as determined by the City.

Establishment, implementation and modification of productivity and performance programs and standards.

Reductions in force or layoffs for lack of work or other non-disciplinary reasons.

Establishment and approved modifications of job classifications.

Determination of standards, policies and procedures for selection, training and promotion of employees.

Establishment, implementation and modification of Departmental organization, supervisory assignments, chains of command and reporting responsibilities.

Levels of compensation, pay and benefits based upon budgetary and fiscal considerations.

Section 18.03 FREEDOM FROM REPRISAL. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his/her immediate supervisor, or for filing or participating in a grievance petition.

Section 18.04 RESOLUTION. Any grievance petitions resolved at any step of the grievance procedure shall be considered conclusive. Any grievance shall be considered resolved if it is not brought forward by the grievant through the grievance steps in the time frame prescribed.

Section 18.05 WITHDRAWAL. Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

Section 18.06 RESUBMISSION. Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

Section 18.07 EMPLOYEE REPRESENTATION. If requested, an employee may have representation in the preparation and presentation of the grievance at any step in the formal grievance procedure, except that no supervisor or Department Director shall be represented by an

employee whom the employee may supervise, and no employee shall be represented by a supervisor or Department Director.

The employee(s) and one employee representative are entitled to be released from work for a reasonable period of time in order to present the grievance.

Section 18.08 OBEY NOW-GRIEVE LATER. If an employee is given a legitimate order that he/she wishes to grieve, the employee must first complete the assignment and file a grievance later unless the assignment endangers the health or safety of the employee or others, or if the requested assignment violates the employee's constitutional rights.

Section 18.09 INITIATION OF GRIEVANCE PROCEDURE. An employee must initiate the grievance procedure (formal or informal) within fifteen (15) working days of the occurrence of the event giving rise to the grievance or within fifteen (15) working days after the grievant should, with reasonable diligence have had knowledge of such occurrence, whichever is later.

Section 18.10 INFORMAL GRIEVANCE PROCEDURE. Every effort should be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor, unless extenuating circumstances exist.

The employee's immediate supervisor shall provide a decision within five (5) days of the discussion with the employee, or it shall be deemed that the grievance is informally rejected, and that the employee shall have the right to file a formal grievance petition. If the employee is not satisfied with the decision reached through the informal discussion, or if extenuating circumstances exist, the employee shall have the right to file a formal grievance petition.

Section 18.11 FORMAL GRIEVANCE PROCEDURE.

Step I: If the employee is not in agreement with the decision rendered in the informal grievance procedure, an employee shall have the right to present a formal written grievance to the Department Director within fifteen (15) working days after the occurrence of the incident causing the grievance, if applicable. Otherwise, the right to file a grievance petition shall be waived. Copies of any grievances filed at this Step shall be sent to the President of the Majority Representative Employee Organization that represents the employee. If the grievance is against the Department Director, then the employee may proceed directly to Step II.

All grievances shall be submitted in the format prescribed by the Personnel Officer, and no grievance petition shall be accepted until the form is complete. [See Attachment F hereto for agreed upon form.]The written grievance shall contain a clear, concise statement of the grievance and facts upon which it is based, rule, regulation or policy allegedly violated, and the specific remedies sought.

The Department Director shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor to be present for the meeting. The Department Director will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date.

Step II: If the grievance is not satisfactorily resolved in Step I, the employee shall have the right to submit the written grievance to the Personnel Officer within ten (10) working days after the Department Director's decision is received by the employee. The Personnel Officer shall meet with the employee and/or the employee's representative to discuss the grievance and will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. If the grievance is against the Personnel Officer, then the employee may proceed directly to Step III.

Step III: If the grievance has not been satisfactorily resolved in the Step II, it may be appealed to the City Manager within ten (10) working days after Personnel Officer's decision is received by the employee. The City Manager shall meet with the employee and/or the employee's representative to discuss the grievance and may require the employee's supervisor and/or Department Director to be present for the meeting. The City Manager will thereafter render a written decision within ten (10) working days after conclusion of the meeting unless the parties agree that further investigation is necessary and establish a new response date. The decision of the City Manager shall be final and conclusive.

If a grievance is against the City Manager, then the employee shall file the grievance directly with the City Attorney. The City Attorney shall meet with the employee and/or the employee's representative to discuss the grievance. The City Attorney shall also meet with the City Manager to discuss the grievance. The City Attorney shall then consult with the City Council in closed session regarding the grievance and thereafter render a written decision. The decision of the City Attorney shall be final and conclusive.

Section 18.12 TIME LIMITS. Grievance petitions shall be processed from one step to the next within the time limit indicated for each step. Time limits shall be strictly enforced. Any time limits established in this procedure may be waived or extended by mutual agreement, confirmed in writing. Any grievance petition not carried to the next step by the grievant, within the prescribed time limits, shall be deemed resolved upon the basis of the previous disposition. Any lack of written response by the City, at any stage, will result in the grievance automatically advancing to the next step.

ARTICLE 19
FULL UNDERSTANDING AND
WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT

Section 19.01 FULL UNDERSTANDING. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this Agreement shall remain in full force and effect, and are specifically not superseded or otherwise affected by this Agreement.

ARTICLE 20
EMERGENCY WAIVER PROVISION

Section 20.01 WAIVER GRANTED. In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the City, which restrict the City ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this Agreement will be reinstated immediately. Majority Representative Employee Organization shall have the right to meet and confer with the City regarding the impact on employees of the suspension of provisions in the Agreement during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 21
SEVERABILITY PROVISION

Section 21.01 SEVERABILITY DECLARED. Should any provisions of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE 22
TERM OF AGREEMENT

Section 22.01 TERM ESTABLISHED. The term of this Agreement shall commence on July 1, 2019 and shall continue in full force and effect until June 30, 2020.

ARTICLE 23
RATIFICATION AND EXECUTION

Section 23.01 RECOMMENDATION TO COUNCIL AND ADOPTION. The City's representatives and the Majority Representative Employee Organization have reached an understanding as to certain recommendations to be presented to the City Council for the City of Lawndale for determination and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The Majority Representative Employee Organization also represents and affirms that on August 22, 2019, its members voted to ratify the Tentative Agreement which contains the deal points of this Agreement. The City and the Majority Representative Employee Organization acknowledge that this Agreement shall not be in full force and effect until adoption by the City Council of the City.

ARTICLE 24
POLYGRAPHS

Section 24.01 PROHIBITION ON POLYGRAPHS. The City and the Majority Representative Employee Organization agree that the use of polygraphs on members of the LPMME Unit or LCE Unit is prohibited.

ARTICLE 25
RE-OPENERS

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues:

- a. Changes and/or revisions to the City's Personnel Rules and Regulations;
- b. Changes and/or revisions to the City's Employer-Employee Relations Resolution(s).
- c. Compaction issues/concerns as a result of changes in state minimum wage laws for part-time employees, with meet and confer to commence within 30 days of City Council approval of this Agreement.
- d. Public Works Department going to 4/10 and Community Services Department going to 9/80 work schedules, with meet and confer to commence within 30 days of City Council approval of this Agreement.
- e. Changes and/or revisions to the City's Dress Code and Appearance Policy, with meet and confer to commence within 30 days of City Council approval of this Agreement.

The parties specifically acknowledge that implementation of the re-openers as described in this MOU does not mandate the reaching of an agreement or the changing of any matters within the scope of representation.

ARTICLE 26
SICK LEAVE FOR PART-TIME EMPLOYEES

The purpose of this Article 26 is to establish a paid sick leave policy, in conformance with the requirements of the Healthy Workplace Healthy Family Act of 2014 (the "Act," which added Labor Code Sections 245-249 and amended Labor Code Section 2810.5) applicable to all qualifying part-time City employees, who are not otherwise eligible for paid sick leave under Article 15 of this Agreement.

Section 26.01 ELIGIBILITY. Part-time employees who have worked for 30 or more days for the City within a year shall be eligible to accrue and use paid sick leave in accordance with the

requirements of the Act, codified as Labor Code Sections 245-249 and 2810.5, and as provided for in this Article. Regular, benefited employees are eligible for paid sick leave under Article 15 of this Agreement and the City's Personnel Rules and Regulations and shall not be eligible for additional sick leave as described in this Article.

Section 26.02 ACCRUAL. Paid sick leave for all qualifying part-time employees shall be credited at the beginning of each fiscal year on July 1 at the rate of twenty-four (24) hours for the fiscal year. New part-time employees shall be credited twenty-four (24) hours sick leave upon eligibility to use accrued paid sick time, provided that in no event shall an employee be entitled to accrue more than twenty-four (24) hours of sick leave in a single fiscal year. An employee shall be eligible to use accrued paid sick time beginning on the 90th day of employment, defined as the number of days worked. Although not required pursuant to Labor Code § 246(d), accrued sick leave shall carry over to the following fiscal year, with a maximum accrual cap of 48 hours. In the event a part-time employee's work schedule is such that three (3) work days would exceed twenty-four hours, such employee shall be provided with three (3) days paid sick leave as required by the Act.

Section 26.03 USAGE.

- a. In accordance with the Act, a part-time employee may use accrued paid sick leave in a 12-month period for one of the following reasons:
- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
 - For the diagnosis, care, or treatment of an existing health condition or preventative care of an employee's family member, including:
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - Spouse or Registered Domestic Partner
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent
 - Grandchild.
 - Sibling.
 - To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- b. A part-time employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.
- c. A part-time employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

Section 26.04 NO SICK LEAVE CASHOUT. A part-time employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City. Paid sick leave will not be considered hours worked for purposes of overtime calculation.

Section 26.05 CARRYOVER UPON APPOINTMENT TO FULL TIME POSITION. Notwithstanding Section 26.04 above, in the event a part-time employee is appointed to a full-time position with the City, that employee shall be entitled to carry over to the full-time position any accrued sick leave, up to the maximum accrual cap of 48 hours.

Section 26.06 SEPARATION AND RE-HIRE. If a part-time employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by the Act. However, if a re-hired part-time employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used. In no event shall a re-hired part-time employee be eligible to accrue more than 24 hours of sick leave in a single fiscal year."

CITY OF LAWNSDALE

MAJORITY REPRESENTATIVE
EMPLOYEE ORGANIZATION
AFSCME LOCAL 1895, AFL-CIO

Stephen N. Mandoki, City Manager

Bob Adams, Chief Negotiator, Council 36

Raylette Felton, Director of Human Resources

Jamie Rodriguez, President

Colin J. Tanner, Chief Negotiator

Jack Martin, Vice President

Wayne Schaller, Bargaining Committee

Thomas Strickfaden, Bargaining Committee

ATTACHMENT A

CITY OF LAWNSDALE
2019-2020 SALARY SCHEDULE

PROFESSIONAL AND MID-MANAGEMENT UNIT						
POSITION	Range	Step A	Step B	Step C	Step D	Step E
		Mon	Mon	Mon	Mon	Mon
Deputy City Clerk	160	5,385	5,654	5,936	6,234	6,545
Administrative Analyst	165	5,678	5,962	6,261	6,573	6,902
Assistant Planner	165	5,678	5,962	6,261	6,573	6,902
Grant/Economic Dev Coordinator	169	5,884	6,179	6,487	6,811	7,152
Community Services Supervisor	170	5,954	6,252	6,565	6,892	7,237
Assistant Engineer	173	6,122	6,428	6,751	7,088	7,442
Municipal Services Supervisor	175	6,247	6,559	6,887	7,231	7,592
Maintenance Supervisor	180	6,582	6,911	7,257	7,619	8,000
Associate Planner	185	6,901	7,246	7,608	7,989	8,388
Associate Engineer	190	7,255	7,617	7,998	8,398	8,817
Cable Television Supervisor	190	7,255	7,617	7,998	8,398	8,817
Senior Planner	192	7,399	7,770	8,159	8,566	8,994
Accounting Manager	196	7,699	8,084	8,488	8,913	9,358
Community Development Manager	203	8,254	8,666	9,100	9,555	10,032
Community Services Manager	210	8,987	9,436	9,909	10,404	10,924
Municipal Services Manager	210	8,987	9,436	9,909	10,404	10,924
City Engineer	219	9,678	10,162	10,670	11,203	11,763

ATTACHMENT B

**CITY OF LAWDALE
2019-2020 SALARY SCHEDULE**

CLASSIFIED UNIT

POSITION	Range	Step A	Step B	Step C	Step D	Step E
		Mon	Mon	Mon	Mon	Mon
Senior Nutrition Specialist	85	2,359	2,479	2,601	2,732	2,870
Office /Personnel Assistant	115	3,449	3,621	3,801	3,992	4,192
Maintenance Worker I	125	3,800	3,991	4,190	4,400	4,619
Municipal Services Officer I	125	3,800	3,991	4,190	4,400	4,619
Transit Operator	125	3,800	3,991	4,190	4,400	4,619
Accounting Specialist	135	4,215	4,425	4,646	4,879	5,123
Maintenance Worker II	135	4,215	4,425	4,646	4,879	5,123
Municipal Services Officer II	135	4,215	4,425	4,646	4,879	5,123
Accounting / Payroll Specialist	140	4,411	4,632	4,864	5,107	5,362
Admin Assistant II	140	4,411	4,632	4,864	5,107	5,362
Building Permit Specialist	140	4,411	4,632	4,864	5,107	5,362
Assistant Public Works Inspector	145	4,647	4,880	5,124	5,380	5,650
Community Services Coordinator	145	4,647	4,880	5,124	5,380	5,650
Maintenance Worker III	145	4,647	4,880	5,124	5,380	5,650
Recreation Coordinator	145	4,647	4,880	5,124	5,380	5,650
Executive Assistant	155	5,119	5,375	5,644	5,926	6,222
Public Works Inspector	155	5,119	5,375	5,644	5,926	6,222
Engineering Technician	160	5,385	5,654	5,936	6,234	6,545
Code Enforcement Officer I	160	5,385	5,654	5,936	6,234	6,545
Code Enforcement Officer II	165	5,678	5,962	6,261	6,573	6,902

PART-TIME EMPLOYEES HOURLY

POSITION		Step A	Step B	Step C	Step D	Step E
		Hourly	Hourly	Hourly	Hourly	Hourly
Senior Recreation Leader		13.62	14.30	15.02	15.76	16.55
Delivery Worker		14.88	15.62	16.41	17.23	18.09
Office Assistant		18.40	19.32	20.28	21.29	22.35
CATV Production Assistant		20.27	21.27	22.34	23.46	24.62
Maintenance Worker I		20.27	21.27	22.34	23.46	24.62
Municipal Services Officer I		20.27	21.27	22.34	23.46	24.62
Municipal Services Officer II		22.48	23.59	24.79	26.02	27.32
CATV Production Assistant II		21.29	22.37	23.48	24.65	25.89
Transit Operator		21.92	23.03	24.17	25.38	26.65
Emergency Preparedness Coordinator		23.55	24.74	25.98	27.28	28.63
Code Enforcement Officer I		28.73	30.17	31.67	33.25	34.91
Associate Planner		37.21	39.07	41.03	43.07	45.22

RECREATION LEADER

Fiscal Year – 2019-2020	13.00 PER HOUR
Fiscal Year – 2020-2021	14.00 PER HOUR
Fiscal Year – 2021-2022	15.00 PER HOUR

ATTACHMENT C

ATTACHMENT "C"

4/10 Work Schedule

Components of the 4/10 Work Program are as follows:

- Workdays -Monday through Thursday; Closed every Friday.
- Standard Hours: 7:00 a.m. to 6:00 p.m.
- One-(1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks which cannot be combined with each other or with the lunch period to extend either the break or the lunch period.
- The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.
- Municipal Services Department: Code Enforcement, Parking and Animal Control services provide coverage 7 days per week, with full-time employees working staggered 4 day weeks (some with flexed hours) and part-time employees working primarily, weekends and hours outside the 7 a.m. to 6 p.m. standard day. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.
- Community Services Department: senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks programs will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.
- Overtime will be all hours worked in excess of ten (10) hours a day or forty (40) hours per week, unless an employee is working a flex schedule, as defined in Section 07.18 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.
- Vacation is earned based on years of employment, as outline in Section 12.02).
- Sick Leave is earned in 10-hour increments.
- If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours-

- Employees on the 4/10 schedule shall have the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- Unlike those employees on a 5/40 schedule or 9/80 schedule, employees on the 4/10 schedule do not receive as a holiday the Friday after Thanksgiving and the single Floating Holiday as set forth in Section 13.01.
- Observance of Holidays: If a City holiday falls on a Friday, the preceding Thursday is *observed* as a paid holiday. If a City holiday falls on a Sunday, the following Monday is observed as a paid holiday.
- Holidays are earned/accrued in 10-hour increments.
- If a City holiday falls on a regularly scheduled day off for an employee working a 4/10 schedule only, and that holiday is not observed as a paid holiday Monday through Thursday, then he or she is credited with a floating holiday.
- Use of floating holidays is subject to the approval of the department director and to be coordinated within each department to ensure adequate staffing at all times.
- When a represented unit member is assigned to jury service requiring the employee report on a Friday, or regularly scheduled day off, the employee and department head may implement a flex scheduling program, to ensure that jury service is completed appropriately, that the employee is compensated according to Section 14.05 above, and to ensure that the employee has worked 40 hours in a week. This flexible schedule may include, but not be limited to, working 5/40 type schedules.

ATTACHMENT D

ATTACHMENT "D"

9/80 ALTERNATIVE WORK SCHEDULE

All employees are expected to work a scheduled forty (40) hours within their defined workweek, which constitutes their work schedule for that workweek. The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

The City has adopted several work schedules, including a 9/80 (9 days/80 hours) schedule. The specific components of the 9/80 alternative work schedules are set forth as follows:

1. The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.
2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.
3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 6:30 a.m. to 3:00 p.m. on alternating Fridays (with one thirty (30) minute break for lunch) shall have a workweek which shall begin at 10:30:00 a.m. on Fridays and end at 10:29:59 a.m. on the following Friday.

A sample depiction of a 9/80 work schedule is as follows:

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
Wk 1	OFF	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	*4 hrs.	40 hrs.
Wk 2	*4 hrs.	OFF	OFF	9 hrs.	9 hrs.	9 hrs.	9 hrs.	OFF	40 hrs.

*Note: hours worked in the morning at the end of the first week and those worked in the afternoon at the beginning of the next work week are the same day, Friday.

4. Employees are required to take the same alternating day off for the length of the 9/80 alternative work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines. (For example, if an employee's

regular alternative day off is Friday, the employee cannot switch the alternate date off to Thursday or any other day).

5. Sick leave and holidays are earned in 9 hour increments.
6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.
7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday.
8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.
9. If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
10. Standard hours for Public Works Maintenance Workers shall be 6:00 a.m. to 3:30 p.m. Monday – Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with ½ hour unpaid lunch). Public Works Maintenance Workers shall observe a forty-five (45) minute unpaid lunch, and are entitled to one (1) fifteen (15) minute paid rest period per work shift. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with lunch breaks or other rest periods. A part-time Maintenance Worker shall conduct graffiti removal on weekends.

ATTACHMENT E



Union Information Form

The City is required by law to provide exclusive employee organizations, and/or any labor organization seeking representation rights, with the name, job title, department, work location, work phone, home phone, personal cell phone, personal email address and home address of newly hired employees within 30 days of hire or by the first pay period of the month, and for all employees in the bargaining unit at least every 120 days. (Gov. Code § 3555 to 3559)

Union/ Association: _____

EMPLOYEE EMPLOYMENT INFORMATION

Name: _____

Position/Title _____

Department/ Division: _____

Work Phone: _____

EMPLOYEE PERSONAL CONTACT INFORMATION

Home Address: _____

Home Phone: _____ Personal Cell Phone: _____

Personal Email: _____ Date of Birth _____

An employee may request in writing that certain information (home address, home telephone number, personal cell phone, personal email address, or birth date) not be disclosed, observing an employee's right to privacy in compliance with California Public Records Act. (Gov. Code §6253.2 and 6254.3) If you wish to opt out of the disclosure as described, please indicate so by omitting the information above.

Employee Signature: _____

Date: _____

ATTACHMENT F



CITY OF LAWNDALE FORMAL GRIEVANCE FORM

GRIEVANCE LEVEL	DECISION DATE
STEP I - DEPT. HEAD	
STEP II - PERS. OFFICER.	
STEP III - CITY MANAGER	

STEP I- FORMAL WRITTEN GRIEVANCE

EMPLOYEE NAME: _____ CLASSIFICATION: _____

DEPARTMENT: _____ IMMEDIATE SUPERVISOR: _____

EMPLOYEE ORGANIZATION: _____ DATE: _____

STATEMENT OF GRIEVANCE/ FACTS:
CITE SPECIFIC SECTION OF MOU, RESOLUTION, RULES, REGULATION OR POLICY ALLEGED TO HAVE BEEN VIOLATED:
REMEDY REQUESTED:

Did you present grievance to your immediate supervisor through informal grievance process? YES NO

If so, when? _____ Was the response acceptable? _____

EMPLOYEE'S SIGNATURE DATE

EMPLOYEE'S REPRESENTATIVE (if applicable) DATE

THIS SECTION TO BE COMPLETED BY DEPARTMENT HEAD

RECEIVED BY: _____ DATE: _____

DEPARTMENT HEAD'S RESPONSE:

DEPARTMENT HEAD SIGNATURE _____ DATE _____



CITY OF LAWDALE FORMAL GRIEVANCE FORM

GRIEVANCE LEVEL	DECISION DATE
STEP I – DEPT. HEAD	
STEP II – PERS. OFFICER.	
STEP III – CITY MANAGER	

STEP II- FORMAL GRIEVANCE

THIS SECTION TO BE COMPLETED BY PERSONNEL OFFICER

RECEIVED BY: _____

DATE: _____

PERSONNEL OFFICER RESPONSE:

PERSONNEL OFFICER SIGNATURE _____

DATE _____

STEP III- FORMAL GRIEVANCE

THIS SECTION TO BE COMPLETED BY CITY MANAGER OR DESIGNEE

RECEIVED BY: _____

DATE: _____

CITY MANAGER RESPONSE:

CITY MANAGER SIGNATURE _____

DATE _____

Copies: Employee
Employee Representative
Department Head
Administrative Services/ Human Resources Department

ATTACHMENT 2

Resolution No. CC-1910-048

Adopting City-wide Salary and Pay Schedule for Fiscal Year 2019-2020

RESOLUTION NO. CC-1910-048

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING AND ADOPTING THE PUBLICLY AVAILABLE CITY-WIDE
SALARY AND PAY SCHEDULE AS REQUIRED BY CALPERS FOR FISCAL YEAR 2019-2020**

WHEREAS, the City of Lawndale ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

WHEREAS, the City Council of the City now desires to adopt an updated pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 to reflect changes made to certain salaries.

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby amended and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 effective upon the City Council's adoption of the 2019-2020 Memorandum of Understanding between the City of Lawndale ("City") and the American Federation of State, County, And Municipal Employees Union, Council 36, Local 1895.

SECTION 2. That this City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

PASSED, APPROVED AND ADOPTED this 7th day of October, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1910-048 at a regular meeting of said Council held on the 7th day of October, 2019, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

EXHIBIT “A”

CITY OF LAWNSDALE CITY-WIDE SALARY/ PAY SCHEDULE

**CITY OF LAWDALE
CITY-WIDE SALARY/PAY SCHEDULE**

CENTRAL MANAGEMENT EMPLOYEES (CMT) - effective March 18, 2019

POSITION	Unit	Range	Step A		Step B		Step C		Step D		Step E	
			Mon	Annual	Mon	Annual	Mon	Annual	Mon	Annual	Mon	Annual
City Manager												effective June 3, 2019 206,264
Assistant City Clerk	CMT		8,987	107,844	9,437	113,244	9,909	118,908	10,404	124,848	10,924	131,088
Assistant to the City Manager/HR Director	CMT		8,987	107,844	9,437	113,244	9,909	118,908	10,404	124,848	10,924	131,088
Director of Community Services	CMT		8,987	107,844	9,437	113,244	9,909	118,908	10,404	124,848	10,924	131,088
Director of Municipal Services	CMT		8,987	107,844	9,437	113,244	9,909	118,908	10,404	124,848	10,924	131,088
Director of Community Development	CMT		10,405	124,860	10,925	131,100	11,471	137,652	12,044	144,528	12,646	151,752
Director of Finance/City Treasurer	CMT		10,922	131,064	11,468	137,616	12,041	144,492	12,643	151,716	13,275	159,300
Director of Public Works	CMT		10,405	124,860	10,925	131,100	11,471	137,652	12,044	144,528	12,646	151,752

AFSCME MID-MANAGEMENT UNIT (MM) - effective July 1, 2019

POSITION	Unit	Range	Step A		Step B		Step C		Step D		Step E	
			Mon	Annual	Mon	Annual	Mon	Annual	Mon	Annual	Mon	Annual
Deputy City Clerk	MM	160	5,385	64,617	5,654	67,849	5,936	71,236	6,234	74,805	6,545	78,543
Administrative Analyst	MM	165	5,678	68,135	5,962	71,548	6,261	75,130	6,573	78,880	6,902	82,826
Assistant Planner	MM	165	5,678	68,135	5,962	71,548	6,261	75,130	6,573	78,880	6,902	82,826
Grant/Economic Dev Coordinator	MM	169	5,884	70,613	6,179	74,143	6,487	77,842	6,811	81,735	7,152	85,824
Community Services Supervisor	MM	170	5,954	71,444	6,252	75,026	6,565	78,776	6,892	82,709	7,237	86,849
Assistant Engineer	MM	173	6,122	73,468	6,428	77,141	6,751	81,009	7,088	85,058	7,442	89,302
Municipal Services Supervisor	MM	175	6,247	74,961	6,559	78,712	6,887	82,644	7,231	86,771	7,592	91,106
Maintenance Supervisor	MM	180	6,582	78,984	6,911	82,929	7,257	87,082	7,619	91,430	8,000	95,998
Associate Planner	MM	185	6,901	82,813	7,246	86,953	7,608	91,300	7,989	95,868	8,388	100,657
Associate Engineer	MM	190	7,255	87,056	7,617	91,404	7,998	95,972	8,398	100,774	8,817	105,810
Cable Television Supervisor	MM	190	7,255	87,056	7,617	91,404	7,998	95,972	8,398	100,774	8,817	105,810
Senior Planner	MM	192	7,399	88,792	7,770	93,240	8,159	97,902	8,566	102,791	8,994	107,932
Accounting Manager	MM	196	7,699	92,390	8,084	97,011	8,488	101,851	8,913	106,952	9,358	112,299
Community Development Manager	MM	203	8,254	99,048	8,666	103,993	9,100	109,197	9,555	114,661	10,032	120,384
Community Services Manager	MM	210	8,987	107,847	9,436	113,233	9,909	118,904	10,404	124,848	10,924	131,091
Municipal Services Manager	MM	210	8,987	107,847	9,436	113,233	9,909	118,904	10,404	124,848	10,924	131,091
City Engineer	MM	219	9,678	116,140	10,162	121,941	10,670	128,041	11,203	134,439	11,763	141,162

AFSCME CLASSIFIED UNIT (CL)- effective July 1, 2019

POSITION	Unit	Range	Step A		Step B		Step C		Step D		Step E	
			Mon	Annual	Mon	Annual	Mon	Annual	Mon	Annual	Mon	Annual
Senior Nutrition Specialist	CL	85	2,359	28,312	2,479	29,749	2,601	31,210	2,732	32,785	2,870	34,436
Office /Personnel Assistant	CL	115	3,449	41,387	3,621	43,450	3,801	45,618	3,992	47,902	4,192	50,303
Maintenance Worker I	CL	125	3,800	45,605	3,991	47,889	4,190	50,277	4,400	52,795	4,619	55,429
Municipal Services Officer I	CL	125	3,800	45,605	3,991	47,889	4,190	50,277	4,400	52,795	4,619	55,429
Transit Operator	CL	125	3,800	45,605	3,991	47,889	4,190	50,277	4,400	52,795	4,619	55,429
Accounting Specialist	CL	135	4,215	50,575	4,425	53,106	4,646	55,753	4,879	58,544	5,123	61,477
Maintenance Worker II	CL	135	4,215	50,575	4,425	53,106	4,646	55,753	4,879	58,544	5,123	61,477
Municipal Services Officer II	CL	135	4,215	50,575	4,425	53,106	4,646	55,753	4,879	58,544	5,123	61,477
Accounting / Payroll Specialist	CL	140	4,411	52,937	4,632	55,585	4,864	58,362	5,107	61,282	5,362	64,345
Administrative Assistant II	CL	140	4,411	52,937	4,632	55,585	4,864	58,362	5,107	61,282	5,362	64,345
Building Permit Specialist	CL	140	4,411	52,937	4,632	55,585	4,864	58,362	5,107	61,282	5,362	64,345
Assistant Public Works Inspector	CL	145	4,647	55,766	4,880	58,557	5,124	61,490	5,380	64,566	5,650	67,797
Community Services Coordinator	CL	145	4,647	55,766	4,880	58,557	5,124	61,490	5,380	64,566	5,650	67,797
Maintenance Worker III	CL	145	4,647	55,766	4,880	58,557	5,124	61,490	5,380	64,566	5,650	67,797
Recreation Coordinator	CL	145	4,647	55,766	4,880	58,557	5,124	61,490	5,380	64,566	5,650	67,797
Executive Assistant	CL	155	5,119	61,425	5,375	64,501	5,644	67,732	5,926	71,106	6,222	74,662
Public Works Inspector	CL	155	5,119	61,425	5,375	64,501	5,644	67,732	5,926	71,106	6,222	74,662
Engineering Technician	CL	160	5,385	64,617	5,654	67,849	5,936	71,236	6,234	74,805	6,545	78,543
Code Enforcement Officer I	CL	160	5,385	64,617	5,654	67,849	5,936	71,236	6,234	74,805	6,545	78,543
Code Enforcement Officer II	CL	165	5,678	68,135	5,962	71,548	6,261	75,130	6,573	78,880	6,902	82,826

PART-TIME EMPLOYEES HOURLY (PT)- effective July 1, 2019

POSITION	Unit	Step A		Step B		Step C		Step D		Step E	
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Senior Recreation Leader	PT		13.62		14.30		15.01		15.76		16.55
Delivery Worker	PT		14.88		15.63		16.41		17.23		18.09
Office Assistant	PT		18.40		19.31		20.28		21.29		22.35
CATV Production Assistant	PT		20.26		21.28		22.34		23.45		24.62
Maintenance Worker I	PT		20.26		21.28		22.34		23.45		24.62
Municipal Services Officer I	PT		20.26		21.28		22.34		23.45		24.62
Municipal Services Officer II	PT		22.47		23.61		24.78		26.02		27.32
Transit Operator	PT		21.93		23.02		24.17		25.38		26.65
CATV Production Assistant II	PT		21.30		22.36		23.48		24.66		26.65
Emergency Preparedness Coordinator	PT		23.56		24.74		25.98		27.27		28.63
Code Enforcement Officer I	PT		28.73		30.16		31.67		33.25		34.91
Associate Planner	PT		37.21		39.08		41.02		43.07		45.22
Recreation Leader	PT						Fiscal Year – 2019-2020				13.00
							Fiscal Year – 2020-2021				14.00
							Fiscal Year – 2021-2022				15.00



CITY OF LAWDALE

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

DATE: October 7, 2019
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, Interim City Manager
PREPARED BY: Sean M. Moore, AICP, Community Development Director

A handwritten signature in black ink, appearing to be "S. Mandoki", written over the name of the Interim City Manager.

SUBJECT: **APPROVAL OF AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES**

BACKGROUND

The City of Lawndale has utilized a web-based geographic information system (GIS) called GovClarity since August 2003. The application is a mapping program that provides property information, aerial photos, parcel maps and customized City information such as zoning maps. GovClarity is used by the Community Development, Municipal Services, and Public Works Departments. The ability to rapidly access property information (e.g., ownership, zoning, lot size) has provided a boon to productivity and improved customer service. GovClarity is provided by Digital Map Products, Inc. (DMP).

STAFF REVIEW

GovClarity has automated the search for property information and is now an integral tool for staff research and analysis. For example, Planning and Building staff have the ability to quickly and easily respond to questions from the public concerning properties in Lawndale directly at the public counter or immediately over the telephone. The use of GovClarity is widespread throughout the organization.

The following are some of the service benefits provided by this program:

- Provide up-to date property information, including address, ownership, lot size and zoning.
- Allows administrative staff to answer general questions, keeping professional staff free for other tasks.
- Graphical output includes aerial photography, zoning maps, and assessor's parcel maps.
- Creates 500ft radius maps along with mailing labels, which are useful for public notifications.

GovClarity is a service that is widely used by city staff and the City wishes to continue the use of the program and to enter into a contract agreement that will be for a three (3) year term. Additionally,

Digital Map Product Inc., is unable to remove the arbitration clause from the contract agreement and do not provide any refunds for the removal of data.

CITY ATTORNEY

The City Attorney has reviewed the “Web Application Subscription” and “Content Solutions Sublicense Terms and Conditions” and has approved it as to form.

FUNDING

The FY 2019-2020 budget includes \$25,000 of available contract services appropriations in the Community Development Budget (279-410-530.100). The subscription total of \$48,510.00 will be paid in annual installments, subject to budget availability, during the three year contract term at \$16,710.00 per year.

RECOMMENDATION

It is recommended that the City Council:

1. Approve the agreement with Digital Map Products Inc.

ATTACHMENTS:

1. “Web Application Subscription” and “Content Solutions Sublicense Terms and Conditions”

ATTACHMENT A

SERVICE SUBSCRIPTION AND SUBLICENSE



September 18, 2019

Mr. Sean Moore
City of Lawndale
14714 Burin Avenue
Lawndale, CA 90260

Ref: GovClarity Contract Q-01723-5

Dear Mr. Moore:

We are pleased to present to you, two (2) wet copies of Digital Map Products' (DMP) renewal agreement Q-01723-5 for the City of Lawndale.

We understand that the City's goal is to continue to provide geospatial services to serve a growing need for accessing and delivering geospatial data to internal staff and to enable integration with other supported business systems and databases. We understand further, that the City of Lawndale requires a subject matter expert with proven expertise in geospatial services using the most current technology available who also understands emerging technology and deployment scenarios that will benefit Lawndale.

We are confident that our solutions will continue to meet and exceed the City's expectations and needs. Our solutions are fully scalable, extensible, and cloud-based. Our data integration capabilities, along with our embedded workflows meet your current requirements, and will meet your future growth initiatives.

We look forward to continuing our successful partnership.

Sincerely,

A handwritten signature in black ink that reads "Mary Kane". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mary Kane
Senior Account Manager | Location Based Analytics



5201 California Avenue, Suite 200
Irvine, CA 92617 (949) 333-5111

Date: 4/26/2019 2:52 PM
Solution Specialist: Mary Kane
Agreement #: Q-01723-5
Expires On: 10/31/2019

Company Name LAWNDALE, CITY OF
Company DBA
Contact Name Sean Moore
Position Community Director Development
Street Address 14717 Burin Ave.
City Lawndale
State/Province CA
Zip/Postal Code 90260
Phone (310) 973-3231
Email smoore@lawndalecity.org

Billing Information (if different from Company)
Company Name Lawndale, City of
Street Name 14717 Burin Avenue
City Lawndale
State/Province CA
Zip/Postal Code 90260
Billing Contact Sean Moore
Billing Phone (310) 973-3231
Email smoore@lawndalecity.org

ACCOUNT LIAISON
Contact Name Sean Moore
Email smoore@lawndalecity.org
Phone (310) 973-3231

Agreement Term 10/2/2019 thru 10/1/2022
Contract Term 36
Payment Terms Net 30
Billing Frequency Annually
Billing Method Email
Payment Method Check
Quote Type Renewal

Billing Note

If Payment Method by credit card or electronic funds transfer, then the Initial invoice will be the first full period, plus the pro-rated period from the start of the Agreement Term to the Billing Start Date. If Payment Method is by check and the Billing Frequency is Monthly, then the Initial invoice will be the first two full months, plus the pro-rated period from the start of the Agreement Term to the Billing Start Date.

***The Gross Price Total set forth below does not include applicable taxes which will be calculated and included on the invoice from Digital Map Products, Inc.**

Delivery Method:	SHP File	First Delivery within 30 days of this agreement being fully executed
Delivery Update Cycle:	Annual	
Delivery Notes:	<p>If Delivery Method is Bulk Data:</p> <ol style="list-style-type: none"> 1. Default delivery format is FGDB (other formats are available). 2. Deliveries shall be posted to the DMP FTP Server and available for 12 months or until a new file is posted. 3. The client is responsible for downloading the deliveries in a timely manner. 4. Future scheduled deliveries will only include data for counties where updates have occurred. Comprehensive data (all records) will be provided for each updated county. 5. First delivery within 30 days of this agreement being fully executed. <p>If Delivery Method is SpatialStream:</p> <ol style="list-style-type: none"> 1. API authentication information within 15 days of this agreement being fully executed. 2. The API requires server to server authentication. 3. Our API is REST-based: <ol style="list-style-type: none"> 1. It makes use of standard HTTP verbs like GET and POST. 2. The API uses standard HTTP error responses to describe errors additional error information is available. 4. Rate limiting and timeouts will result in an error response. <p>The client is responsible for their own software development using the Spatial Stream API.</p>	

Subscription

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	GovClarity-GCE	GovClarity Enterprise Edition - Enterprise	USD 47,101.00

Data

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	SP-CA-LOS ANGELES	SmartParcels California LOS ANGELES	USD 1,409.00

	Contract Price	Average Annual Price
Subscription Total	USD 47,101.00	USD 15,700.33
Data Total	USD 1,409.00	USD 469.67
Professional Services Total	USD 0.00	USD 0.00
Other Total	USD 0.00	USD 0.00
Gross Price Total	USD 48,510.00	USD 16,170.00

Other Deal Terms & Processing Instructions

Renew GovClarity (agency-wide) with Assessor Tax Maps. Data Delivery coverage limited to Los Angeles County, Lawndale city limit plus a 500-ft buffer. Attributes are listed in Supplemental Schedule A in this contract.

The parties agree to amend the Web Application Subscription Terms and Conditions as follows:

3.3 Remove the second and third sentences.

5.1 Trade Secrets and Confidential Information. Replace the first two sentences in their entirety with the following: The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application except as required by law. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party except as required by law .

6.3 Indemnification. Replace the first sentence in its entirety with the following: We will defend and indemnify You against a third-party action, suit, or proceeding including any judgments, settlements, and attorney fees against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

The parties agree to amend the terms of the Content Solutions Sublicense Agreement as follows:

5.3 Term of Agreement. Remove the second and third sentences.

6.3 Confidential Information. Replace the first sentence in its entirety with the following: Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith except as required by law, and to protect the confidentiality thereof, in the same manner in which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information) except as required by law.

7.3 Indemnification. Replace the first sentence in its entirety with the following: We will defend and indemnify You against a third-party action, suit, or proceeding including any judgments, settlements, and attorney fees against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

The parties agree to the terms contained herein including the attached Web Application Subscription Terms and Conditions, Content Solutions Sublicense Terms and Conditions and all exhibits.

LAWNDALE, CITY OF

DIGITAL MAP
PRODUCTS, INC.

By: _____

By:  _____

Name: _____

Name: JAMES SKURZYNSKI

Title: _____

Title: CEO

Date: _____

Date: 18 SEPT 2019

Web Application Subscription Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

1. DEFINITIONS

"Agreement" means the combination of the Order Form and these Web Application Subscription Terms and Conditions. In the event of any conflict between these Web Application Subscription Terms and Conditions and the Order Form, these Web Applications Subscription Terms and Conditions will apply.

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Web Application Subscription Terms and Conditions.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, Inc. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third- party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

2.1. Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, (i) the number of Users and the geographic coverage areas specified in the Order Form and (ii) You may not extract more than 30,000 property records per month without a separate data license. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

2.2 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

2.3 Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy, extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, (i) use the Web Application for marketing or telemarketing purposes; or (j) access the Web Application in order to build or enhance a competitive product or service.

2.4. Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

3.1. Fees and Payment. You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due Net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

3.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

3.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form as the Agreement Term ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either party provides written notification to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then Initial Term or Renewal Term. For any Renewal Term, all fees shall increase by 2% over the previous Term. Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

4.3. License to Host Your Data. You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

4.4. License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD-PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD-PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

6.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

7. ADDITIONAL PROVISIONS

7.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

7.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

7.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

7.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

LAWNDALE, CITY OF

DIGITAL MAP PRODUCTS, INC.

By: _____

By: 

Name: _____

Name: JAMES SKURZYNSKI

Title: _____

Title: CEO

Date: _____

Date: 18 SEPT 2019

Content Solutions Sublicense Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

1. DEFINITIONS

"Agreement" means the combination of the Order Form and these Content Solutions Sublicense Terms and Conditions. In the event of any conflict between these Content Solutions Sublicense Terms and Conditions and the Order Form, these Content Solutions Sublicense Terms and Conditions will apply.

"Contributed Database" means Databases licensed by certain Contributors to Us with the right to grant sublicenses as set forth herein and identified on the Order Form.

"Contributor" means a third-party licensor of any Contributed Database to Us.

"Database" means a compilation of geographic, cartographic, engineering, architectural, tabular, text, and/or other data, information, or works, including, but not limited to, graphic and/or file data in automated or manual form.

"Derivative Products" or **"Derivatives"** shall mean all works created by You which incorporate all or part of the Licensed Products, including, but not limited to, any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form of, or modification to the Licensed Products.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Content Solutions Sublicense Terms and Conditions.

"Intended Use" means the specific works, uses, purposes, end users, and industries expressly described on the Order Form. Unless expressly stated otherwise on the Order Form, the Intended Use is limited to internal geospatial mapping products, activities, and applications, and does not include any form of commercial use, distribution, publishing, sublicensing, modifying, reformatting, creation of derivative works, products, or databases, marketing or telemarketing activities, models or algorithms, application programming interfaces, appraisal, title or other legal reporting, debt collection, insurance, use of personally identifiable information, legal services or products, extracting or otherwise modifying, processing, or removing data elements.

"Licensed Products" means the products ordered by You on the Order Form and may include portions of the Contributed Databases.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Visual Output" means printouts, plots, displays, photographic film, printed matter and other visual representation of data.

"We," "Us" or "Our" means Digital Map Products, Inc. or its affiliate.

"You" or "Your" means the company or legal entity, and any of its affiliates, for which you are accepting this Agreement.

2. GRANT OF LICENSE

We hereby grant, and You hereby accept, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, and non-assignable right and sublicense to use the Licensed Products solely for the Intended Use, from the Effective Date hereof until this Agreement is terminated or expires in accordance with its terms. You may produce Visual Output from the Licensed Products only for the Intended Use.

Subject to the terms of this Agreement, You may create and distribute Derivative Products to the extent that such Derivative Products are part of the Intended Use. You shall be able to use such Derivative Products and all intellectual property rights attributable or corresponding thereto, royalty-free, in perpetuity, under the terms of this Agreement, solely for the Intended Use provided that such use does not include any attempt to reverse-engineer any aspect of Licensed Products or to compete with Us or the Contributors.

Except as expressly permitted herein, You shall have no right to assign, transfer, or sublicense any aspect of the Licensed Products other than to Your rightful successors or assigns by means of a merger or sale of all or substantially all of Your business.

You shall have no right to resell, redistribute, or relicense any aspect of the Licensed Products. Any resale, Redistribute, or relicense rights specifically require a completed Content Solutions Resale Sublicense Agreement separate and distinct from this Agreement.

Your contractors, consultants, and agents that You engage for the Intended Use may use the Licensed Products in digital format as long as (a) these third parties' use is only for the Intended Use, (b) these third parties do not sell, license, or otherwise distribute Licensed Products or any portion thereof, (c) these third parties must destroy any copies of the Licensed Products or portions thereof immediately upon termination or completion of their scope of work as related to the Intended Use, (d) these third parties are not competitors of Ours or of the Contributors, and (e) these third parties must abide by the terms of this Agreement.

Without limiting the foregoing, You agree that You shall in no event use any aspect of the Licensed Products other than for the Intended Use.

3. OUR RESPONSIBILITIES

3.1. Delivery Formats and Schedules. We shall make delivery of the Licensed Products to You pursuant to the formats and schedules designated on the Order Form. Unless indicated otherwise, We will only make one (1) data delivery.

4. YOUR RESPONSIBILITIES

4.1. Compliance and Protection from Unauthorized Access and Use. You will be responsible for (a) compliance with the terms of this Agreement by any parties to whom you grant access to the Licensed Products or Derivative Products, (b) securing and protecting the Licensed Products and Derivatives from unauthorized distribution and access, (c) preventing any use of the Licensed Products or Derivatives outside of the Intended Use, (d) preventing access from any of Our competitors or those of our Contributors to any portions of the Licensed Products, Derivatives, or any related information; (e) ensuring that no aspect of the Licensed Products is used in any way that (1) violates any law, statute, ordinance, or regulation; (2) infringes a third party's copyright, patent, trademark, trade secret, or other proprietary rights of publicity or privacy; or (3) is defamatory, trade libelous, unlawfully threatening or harassing.

5. FEES, PAYMENT, AND TERM

5.1. Fees and Payment. In consideration of the license rights granted in Section 2, You shall pay all fees as set forth in the Order Form, plus all applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on Licensed Products purchased and not contingent upon Your actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance at the beginning of each contract year unless specified otherwise in the Order Form, and (d) You shall be invoiced in full upon delivery and You will be pay the invoiced amount to Us in full within fifteen (15) days from date of invoice.

5.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Services and Content, until You bring Your account current.

5.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form as the Agreement Term ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either party provides written notification to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then Initial Term or Renewal Term. For any Renewal Term, all fees shall increase by 2% over the previous Term. Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked.

6. PROPRIETARY RIGHTS, ADDITIONAL LICENSE LIMITATIONS, AND CONFIDENTIALITY

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our Contributors reserve all of Our/their rights, titles, and interests in and to the Licensed Products and Contributed Databases, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace Contributors at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property unless indicated otherwise. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Proprietary Notices. We and our Contributors claim and reserve all ownership and rights afforded at law and in equity in all data, compilations, and materials that constitute the Licensed Products, including, but not limited to, all rights under federal copyright law. You agree to respect and not to knowingly or maliciously remove, obliterate, or cancel from view any copyright, trademark, confidentiality, or other proprietary notice, mark, or legend appearing on the Licensed Product or on the Visual Output, including, but not limited to, any such notices displayed to the user during the operation of the Licensed Products and any such notices in the documentation, and agree to use reasonable best efforts to reproduce and include the same on any copy of the Licensed Product or any portion thereof distributed to Your consultants, agents and contractors.

6.3. Confidential Information. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same manner in which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). You acknowledge that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Licensed Products, documentation, Derivative Products, or copies of any portions thereof, will (a) substantially diminish the value to Contributors of their intellectual property, (b) render Our remedy at law for such unauthorized use, disclosure, or transfer inadequate, and (c)

cause irreparable injury. If You breach any of Your obligations with respect to the use or confidentiality of the LicensedProducts, documentation, Derivative Products, or any copies of portions thereof, We shall be entitled to equitable relief to protect Our interests therein, including, but not limited to, preliminary and permanent injunctive relief. Upon (presentation of just cause and) ten (10) days' written notice to You, We shall, with Your consent and permission, have reasonable access to inspect and audit Your procedures and to examine Your computer systems in order to determine whether such procedures and computer systems comply with the requirements set forth in this Agreement.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE LICENSED PRODUCTS ON AN "AS IS," "AS AVAILABLE" BASIS. NEITHER WE NOR OUR CONTRIBUTORS MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING AVAILABILITY OR ACCURACY OF THE LICENSED PRODUCTS AND/OR CONTRIBUTED DATABASES. WE MAY ALTER OR REDUCE THE AVAILABILITY AND QUALITY OF THE LICENSED PRODUCTS AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY CONTRIBUTORS WARRANT THAT THE LICENSED PRODUCTS OR RELATED E-MAILS SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

7.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of 12 months of fees paid by You to Us. Neither We nor the Contributors shall be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including attorneys' fees) arising in connection with the Licensed Products, or any failure by Us to perform our obligations, regardless of any negligence alleged.

7.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Licensed Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that your use of the Licensed Products in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and the Contributors against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

8. ADDITIONAL PROVISIONS

8.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

8.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

8.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

8.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

8.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

LAWNDALE, CITY OF

DIGITAL MAP PRODUCTS, INC.

By: _____

By: 

Name: _____

Name: JAMES SKURZYNSKI

Title: _____

Title: CEO

Date: _____

Date: 18 SEPT 2019

Supplemental Schedule A:

LAWNDALE, CITY OF will be receiving the following geographies and attributes associated with this agreement.

Attributes for Geographies

_X_COORD; _Y_COORD; ADDR_SCORE; FIPS_CODE; GEOMETRY_SOURCE; LOCATION_ID; PARCEL_APN; PARCEL_DMP_ID; PROPERTY_DMP_ID; SITE_CITY; SITE_DIRECTION; SITE_HOUSE_NUMBER; SITE_MODE; SITE_PLUS_4; SITE_QUADRANT; SITE_STATE; SITE_STREET_NAME; SITE_UNIT_NUMBER; SITE_UNIT_PREFIX; SITE_ZIP

Fips Code	Geography
6037	CA-LOS ANGELES




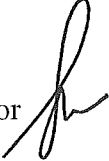
CITY OF LAWDALE

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

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, Interim City Manager 

PREPARED BY: Sean M. Moore, AICP, Community Development Director 

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH MBI FOR CDBG ADMINISTRATION AND LABOR COMPLIANCE SERVICES**

BACKGROUND

The City of Lawndale fiscal year 2019-2020 budget contains Community Development Block Grant (CDBG) funds in the amount of \$397,990. CDBG funds are federal monies that the City receives as a participant in the Los Angeles Urban County CDBG program through the Los Angeles County Development Authority (LACDA) allocation. CDBG funds may only be spent in those areas of Lawndale determined to be block grant eligible and include such projects and programs as senior activities and nutrition and street improvements.

The City has been utilizing the services of Michael Baker International (MBI) to assist City staff administer the City's CDBG program. MBI has been providing their technical assistance since 2018. The current contract with MBI expired on July 1, 2019. Accordingly, the City wishes to renew the term of the contract for one year, to cover the current fiscal year.

STAFF REVIEW

In the past year that MBI has managed the City's CDBG program, MBI has demonstrated that that it is familiar with the way that LACDA functions and operates, which is critical to the program's administration given that all program funds must be reviewed, processed, and approved by LACDA. MBI intimately understands the City's programs and needs and staff is confident in MBI's ability to assist in the administration of the CDBG program.

The not-to-exceed contract amount is \$32,160. The contract includes a cost breakdown of the specific services to be rendered. Hence, it is recommended that the City Council approve an agreement with MBI to administer the CDBG Program for the fiscal year 2019-20 with the option of three (3) one-year extensions allowed by LACDA, each subject to approval of a contract amendment approved by the City Council.

The proposed agreement would compensate MBI on an hourly basis with a not-to-exceed total amount of \$32,160 for FY 2019-20. The proposed agreement amounts are broken down as follows:

CDBG Administration	\$23,260
Labor Compliance Services	<u>\$8,900</u>

Total: **\$32,160**

COMMISSION REVIEW

Not applicable.

LEGAL REVIEW

The City Attorney has reviewed the proposed professional services agreement and has approved it to form.

FUNDING

To accommodate the MBI contract, the following budgeted appropriations are available in the 2019-2020 CDBG Budget:

214-423-530.200	Senior Nutrition- Prof Services	\$ 4,590
214-439-530.200	Street Improvements- Prof Services	16,000
214-439-530.100	Street Improvements- Contract Services	<u>17,000</u>
		\$37,590

RECOMMENDATION

Staff recommends that the City Council approve the professional services agreement with MBI for CDBG Administration and Labor Compliance assistance.

ATTACHMENT

- A. Professional Service Agreement

ATTACHMENT A
PROFESSIONAL SERVICE AGREEMENT

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

CDBG ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of October, 2019, by and between the City of Lawndale, a municipal corporation ("City"), and Michael Baker International, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **Thirty-Two Thousand One Hundred Sixty dollars (\$32,160)** ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. 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 Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 1, 2019 and continue in full force and effect until completion of the services no later than June 30, 2020.

4.0 COORDINATION OF WORK

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

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

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

in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONSULTANT:
Michael Baker International, Inc.
a Pennsylvania corporation, authorized to do business in
California

By: _____
Name: Michael Conaboy
Title: Vice President

By: _____
Name: Albert Warot
Title: Associate Vice President

Address:
Michael Baker International, Inc.
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806

EXHIBIT "A"

SCOPE OF SERVICES

CDBG ADMINISTRATION AND IMPLEMENTATION

Consultant shall provide staffing and other resources as required to provide as-needed assistance and guidance to City so that staff can complete the following for all approved City CDBG projects:

1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.
2. Prepare and submit to City a quarterly status report of all CDBG projects.
3. Develop time lines for each approved CDBG project, establishing key dates for review, and accomplishment and progress monitoring.
4. Review and maintain files for all CDBG projects.
5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.
6. Monitor and maintain all financial records relevant to CDBG-funded projects and reconcile any record discrepancies.
7. Prepare monthly reimbursement requisitions to the Community Development Commission for all CDBG projects.
8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.
9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.
10. Establish and maintain all operating assignments with CDBG sub-recipients.
11. Prepare all CDBG-related submissions, as required by the Department of Housing and Urban Development (HUD) and the Community Development Commission (CDC) (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).
12. Perform liaison functions between the City and the Community Development

Commission.

13. Prepare all CDBG-related documents, including reports, contracts, agreements, and amendments.
14. Develop, prepare, and submit project amendments, as required, for all CDBG-funded projects.
15. Advise the City and ensure proper implementation of all CDBG program changes, including the implementation of a Commercial Rehabilitation and Residential Rehabilitation Program.
16. Prepare and submit a Cost Summary and all necessary documentation for the upcoming CDBG program year.
17. Conform with the mandatory regulatory provisions of the Urban County CDBG Program.
18. Be available at City Hall as necessary to complete all work items.

LABOR COMPLIANCE SERVICES

Consultant shall provide staffing and other resources as required to provide all necessary staffing and resources to fulfill the scope of work when required to successfully implement the Davis-Bacon and related acts (including ensuring compliance with state prevailing wage laws), Minority and Women Business Enterprise (MBE/WBE), and Section 3 requirements:

1. Review the Grant Agreement and CDBG Wage and Labor compliance requirements for construction projects with project team (City, Construction Project Manager).
2. Prepare various reports for wage and labor compliance including but not limited to Contract and subcontract activity (HUD Form 2516), Contracting and enforcement activity (HUD form 4610) and Section 3 reporting. All reports will be delivered to City for review before the reporting deadlines and originals of the fully signed/executed final reports will thereafter promptly be delivered to the City.
3. Meet with City staff, LA County CDC, and/or local HUD representatives, as necessary, on the reporting requirements and worksite labor component supervision including proper documentation of all required paperwork.
4. Provide telephone support and attend meetings as requested by City.
5. Provide services for administering, monitoring and enforcing Labor Standards Provisions

for CDBG -assisted construction projects administered by the City as needed including:

- Assist and advise Project Construction Managers in the preparation of the Wage and Labor requirement sections for the Construction Bid Documents.
- Determine the specific labor standards parameters applicable for each construction project.
- Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs.
- Ensure that the Federal Labor Standards Provisions (HUD-4010 form) are incorporated in specifications and/or contract(s).
- Ensure that the applicable DOL Wage Decisions are incorporated in project specifications and/or contract(s).
- Ensure that wage determinations are current at bid opening or other appropriate dates.
- Verify the contractor's eligibility to contract with Federal and State agencies.
- Conduct meetings to inform contractors of wage and reporting obligations.
- Identify and initiate requests for additional work classifications and wage rates as needed.
- Conduct Employee Field Interviews to confirm worker classifications and wage rates for the project's workforce (including apprentices) conform to the applicable Wage Decisions.
- Perform continuous and timely monitoring reviews of CPRA (California Public Record Act) and related submissions for compliance.
- Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.
- Inform the prime contractor of his/her responsibility to ensure that subcontractors make restitution payments or to make restitution payments on behalf of the subcontractors.
- Identify violations and investigate complaints of underpayment to workers.
- Submit a *Labor Standards Violation Report* and *5.7 Enforcement Report* to CDC for complaints involving underpayments to workers.
- Refer cases for informal review and/or make recommendations for debarment.
- Require escrow accounts to ensure payment of outstanding wages.
- Close out escrow accounts in a timely manner in accordance with Federal Regulations and CDBG Contract and Labor Compliance Guidelines.

- Maintain a Labor Standards Administration & Enforcement file and document all activities.
6. All other CDBG-related work as directed by City's Community Development Director. All work items will be carried out in conjunction with City staff direction, input, and review.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 1.3 is replaced in its entirety to read as follows:

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

Section 5.1(d) is replaced to read in its entirety as follows:

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

The fourth sentence in the paragraph after Section 5.1(d) is replaced to read in its entirety as follows:

“All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by regular mail to the City.”

City and Consultant agree that the following provisions also apply to the Agreement and that these provisions supersede the Agreement where they conflict:

Consultant shall assist City to ensure that City CDBG projects comply with all applicable Federal and County of Los Angeles Requirements including, but not limited to, the following:

Source of Funds

The City participates in the Community Development Block Grant (“CDBG”) program and receives annual funding from the U.S Department of Housing and Urban Development (“HUD”) through the Los Angeles County Community Development Commission under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, herein called the “Act”. This contract is for services that may be funded in whole or in part with CDBG funds.

Patent Rights

If this Agreement results in any discovery or invention which may develop in the course of or under the Agreement, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for any governmental purpose.

Copyright

If this Agreement results in any copyrighted material, the City and or/grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use the work for any governmental purpose.

Records

Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

- FEDERAL REQUIREMENTS

- EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. During the Performance of this agreement, the Consultant agrees as follows:

- The Consultant will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- The Consultant will, in all solicitation of advertisement for employees to be placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin.
- The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- The Consultant will comply with all provisions of the Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant order of Secretary of Labor.
- The Consultant will furnish all information and reports required by Executive Order 11246 of September 25, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- In the event of the Consultant's non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Consultant will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.
- CIVIL RIGHTS ACT OF 1964. Under Title VI the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.
- SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973. Any prohibition against discrimination on the basis of age under the Age Discrimination of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.
- "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development and is subject to the requirements of Section 3 of the Housing Urban Development Act of

1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- The parties of the Agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement. The parties to this Agreement certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.
- The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.
- The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of availability to comply with the requirement of these regulations.
- Compliance with provision of Section 3 of the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.
- **LOBBYING CERTIFICATION.** The Consultant certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or a making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- The Consultant certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, “Disclosures Form to Report Lobbying” in accordance with its instructions.
 - The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- DISCLOSURE AND COMPLIANCE. Consultant agrees that any conflict or potential conflict of interest shall be full disclosed prior to execution of this contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but not limited to 24 CFR Part 85, Section 85.36(b).
- CLEAN AIR AND WATER ACTS. The Consultant agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 U.S.C., 1857, et seq.
 - Clean Water Act
 - Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended by section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
 - National Environmental Policy Act of 1969.
 - HUD Environmental Review Procedures (24 CFR, Part 58).
 - Energy Policy and Conservation Act
 - Executive Order 11738
- LABOR STANDARDS. Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with Executive Order 11246, the Davis Bacon Act as amended, the provision of Section 103 and 107 of the Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276, 327-333), Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this

Agreement. Consultant shall maintain documentation which demonstrates compliance with hour and wages requirement of this part. Such documentation shall be made available to the City for review upon request.

Consultant agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wages rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Consultant of its obligation, if any, to require payment of the higher wage.

- COUNTY OF LOS ANGELES REQUIREMENT

- The Consultant certifies that it is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031); and
- That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code; and
- That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide CDBG Program administration and implementation services at the City and at Consultant's corporate office as needed to adequately implement the program. Not-to-exceed pricing for elements of the Scope of Services are as follows:

- Items 1-18 of the CDBG Administration Scope of Services: \$23,260
 - Labor Compliance Scope of Services \$8,900
- \$32,160

Consultant shall bill on a time basis based on the rate schedule below, Consultant shall bill in increments of 15 minutes and may not bill for travel time or expenses.

Rates of Compensation

<u>Staff Person:</u>	<u>Hourly Rate:</u>
Project Director	\$180.00
Project Manager	\$115.00
Labor Compliance Manager	\$130.00
Grant Specialist	\$95.00
Labor Standards Officer	\$90.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall provide the requested services detailed in Exhibit "A" of the Agreement through the term on an as-needed basis as directed by City staff. The City, in its sole discretion, may elect to extend this Agreement on the same terms set forth herein for as many as two (2) one-year extensions. To exercise an option to extend, the City's City Manager must give notice to Consultant at least 30 days before the expiration of the current term and City and Consultant must enter into a written amendment to this Agreement.




CITY OF LAWDALE

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

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Kahono Oei, Interim Public Works Director/City Engineer *K.O.*
Marla Pendleton, Finance Director

SUBJECT: Award Engineering Contracts to Case Land Surveying for land surveying services and to Twining, Inc. for pavement engineering services for the Redondo Beach Boulevard Pavement Rehabilitation Project from Prairie Avenue to Artesia Boulevard

BACKGROUND

In response to the Call for Projects in 2015 by LA Metro, the City submitted the grant application for the reconstruction of Redondo Beach Boulevard from Prairie Avenue to Artesia Boulevard. The project subsequently was approved and the Funding Agreement was executed in 2015.

Subsequently, the City initiated the preliminary engineering design and report for the project in 2016. The project includes the pavement rehabilitation of Redondo Beach Boulevard from Artesia Boulevard to Prairie Avenue, Interstate 405 On/Off ramps improvement, Sidewalk and ADA ramp improvements, traffic signal modifications and synchronization, and striping and signing. The road condition has been deteriorated for many years and is in need of pavement rehabilitation.

Staff solicited a Request For Proposal (RFP) to local engineering firms and only one firm (Rick Engineering) submitted a proposal in the amount of \$177,644.00 (including the surveying and pavement evaluation) shown attached as exhibit "A". In an effort to further decrease the project expenditures, Staff solicited proposals from Case Land Surveying for the engineering surveying services and from Twining, Inc., for the pavement engineering evaluation services.

Redondo Beach Boulevard is a shared roadway between the Cities of Redondo Beach, Torrance and Lawndale. The City of Redondo Beach shares approximately 35% of Redondo Beach Boulevard from Artesia to Hawthorne Boulevard and the City of Torrance shares approximately 11% of Redondo Beach Boulevard from Prairie Avenue to Hawthorne Boulevard and the remaining belongs to the City of Lawndale. Staff reached out to the Cities of Redondo Beach and Torrance concerning the project and they are willing to participate with the proposed pavement rehabilitation and share the proportional cost of the design and the construction of the project.

EXHIBIT A



Resource Allocation Matrix - City of Lawndale, Redondo Beach Boulevard Pavement Rehabilitation

TASK DESCRIPTION	Rick Engineering Company															GMU		Total		Total		TOTAL HOURS														
	Civil/Transportation Engineering				Traffic			Aerial Mapping				Geotechnical/Pavement Design				Rick Eng'r		GMU																		
	Associate Principal	Principal Project Engineer	Principal Engineering Designer	Assistant Engineering Designer	Associate	Principal Traffic Engineer	Associate Traffic Designer	Computing Mapping Director	Survey Analyst	Field Survey Supervisor	Two Person Survey Crew (Prevailing Wage)	Aerial Mapping Computer	Orthophoto	Associate Engineer	Senior Engineer	Staff Engineer	Laboratory Technician	Drainage	HOURS	FEES	HOURS		FEES													
1.0 Task No. 1 - Kick off meeting/Project Management																																				
1.1 Kick-off Meeting	3	8				5									4																					
1.2 Project Management (Meetings/Coordination)	10	30																																		
2.0 Task No. 2 - Project Set-Up																																				
2.1 Site Analysis and Utility Research	2	4	8	16		1	8																													
2.2 Aerial Mapping									1	1	1	8	14	1																						
2.3 Prepare Base map	2	6	12	24																																
3.0 Task No. 4 - Geotechnical																																				
3.1 Subsurface Exploration																2	8	16	32																	
3.2 Laboratory Testing																2	8	16	32																	
3.3 Pavement Analysis																5	17	34	68																	
3.4 Pavement Evaluation Report																1	5	11	22																	
4.0 Task No. 5 - 30% Schematic Design																																				
5.1 Prepare 30% Concept Plan	2	8	10	24																																
5.2 Prepare 30% Quantity and Cost Estimate	1	2	6	8																																
5.0 Task No. 6 - PS&E																																				
6.1 Prepare Improvement Plans (60%, 95% & 100%)	12	30	36	90	3	19	32																													
6.2 Prepare Specifications	2	12	38		0.5	10																														
6.3 Prepare Cost Estimate	1	3		44	0.5	6																														
6.4 Review with City Staff	3	15																																		
6.5 Revise PS&E Approval	2	12	12	24																																
6.6 Final P.S. & E.	2	10	10	12	1	5	8																													
6.0 Task No. 7 - Engineering Support During Bid																																				
7.0 Task No. 8 - Engineering Support - Construction																																				
8.1 Construction Support	2	14	8		1	10																														
8.2 Project Close-out	2	4		18	1	4	10																													
8.0 Task No.9 - Special Processing (Culverts Dist 7)																																				
	8	12	24																																	
TOTAL HOURS:	56	174	188	258	7	60	59	1	1	1	8	14	1		26	52	20	115																	911	
HOURLY BILLING RATE:	\$230.00	\$190.00	\$140.00	\$115.00	\$215.00	\$190.00	\$130.00	\$190.00	\$175.00	\$180.00	\$280.00	\$135.00	\$350.00	\$240.00	\$230.00	\$145.00	\$117.00	\$115.00																		
ESTIMATED TOTAL COST:	\$12,880	\$33,060	\$24,520	\$29,670	\$1,505	\$11,400	\$7,670	\$190	\$175	\$180	\$2,240	\$1,890	\$350	\$240	\$5,980	\$7,590	\$2,340	\$460																		
SUBTOTAL PER DIVISION			\$99,130			\$720					\$5,035						\$16,560																			
REIMBURSABLES PER DIVISION **			\$2,974								\$2,080						\$4,500																			
TOTAL COST PER DIVISION:			\$102,104			\$21,295					\$7,115						\$21,060																			

TOTAL COST \$137,344 (Does NOT Include Optional Item for Field Surveys)
 **Reimbursables including, but not limited to, the provision of blue print, millage and miscellaneous expenses, etc.

ENGINEERING



Resource Allocation Matrix - City of Lawndale, Redondo Beach Boulevard Pavement Rehabilitation - OPTIONAL ITEMS

OPTIONAL ITEM TASK DESCRIPTION	Rick Engineering Company										GMU				TOTAL HOURS			
	Civil/Transportation Engineering		Traffic			Surveying & Mapping (Optional Item)				Geotechnical/Pavement Design				Total Rick Eng'r		Total GMU		
	Associate Principal	Principal Project Engineer	Associate	Associate Traffic Engineer	Associate Traffic Designer	Computing Mapping Director	Survey Analyst	Field Survey Supervisor	Three Person Survey Crew (Prevailing Wage)	Associate Engineer	Senior Engineer	Staff Engineer	Laboratory Technician	HOURS		FEE	HOURS	FEE
1.0 Perform Design Field Surveys																		
1.1 Field Topo Survey		1																
1.2 Monument Preservation		1				2	6	4	40					69	\$20,350	0	\$0	
2.0 Traffic Control Plan								2	28					39	\$12,840	0	\$0	
2.1 Traffic Control P.S.&E.	1	1	6	40	60									108	\$17,110	0	\$0	
3.0 Deflection Testing & Analysis																		
3.1 Non-Destructive Pavement Deflection Testing																		
TOTAL HOURS:	1	3	6	40	60	2	30	6	68					0	\$0	0	\$12,835	
HOURLY BILLING RATE:	\$230.00	\$190.00	\$215.00	\$190.00	\$130.00	\$190.00	\$175.00	\$190.00	\$380.00									
ESTIMATED TOTAL COST:	\$230	\$570	\$1,290	\$7,600	\$7,800	\$380	\$5,250	\$1,140	\$25,840									
SUBTOTAL PER DIVISION	\$800			\$16,690			\$32,610											
REIMBURSABLES PER DIVISION **	\$32			\$584			\$0							216	\$50,100	0	\$12,835	
TOTAL COST PER DIVISION:	\$832			\$17,274			\$32,610										\$616	
																	\$63,551	

OPTIONAL ITEMS TOTAL COST \$63,551

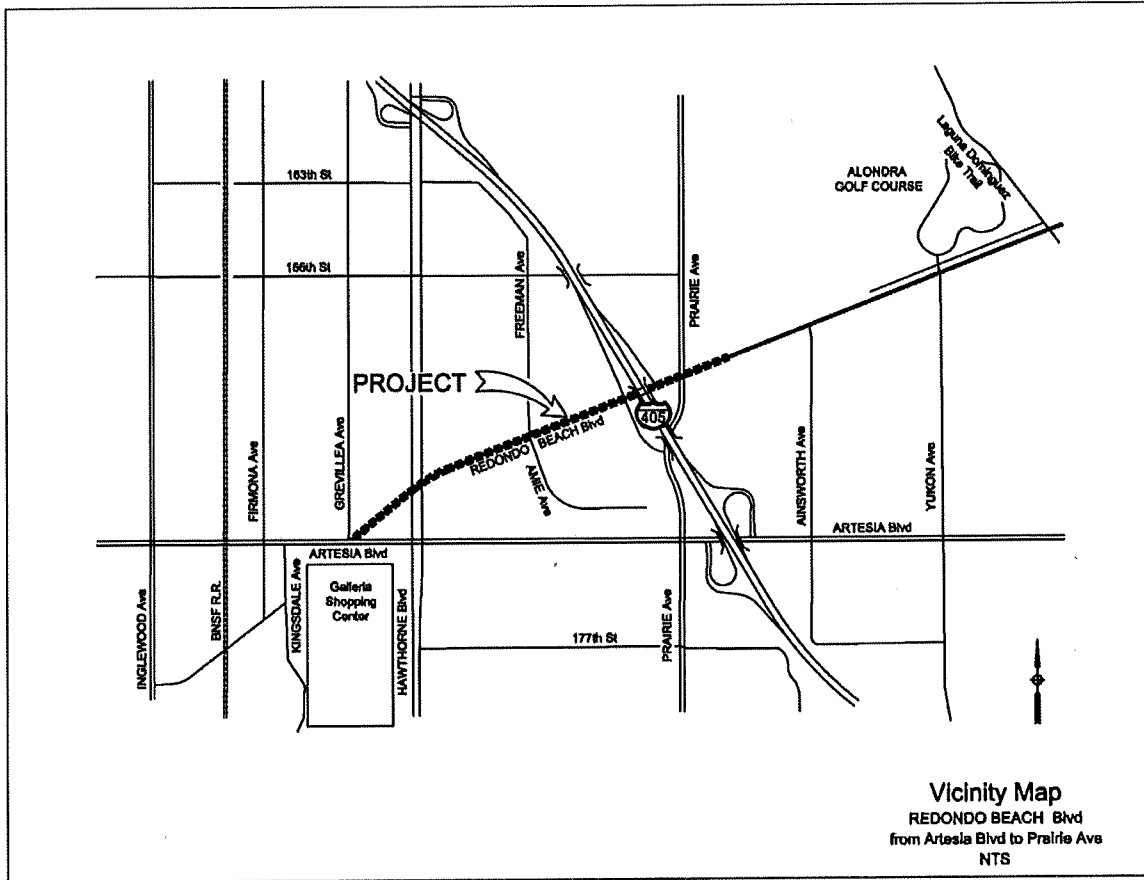
**Reimbursables including, but not limited to, the provision of blue print, mileage and miscellaneous expenses, etc.

Engineering \$ 144,459
 Topo survey \$ 20,350
 Pavement test \$ 12,835

Total \$ 177,644

Design Period 12 months

VICINITY MAP



CITY OF LAWNSDALE

CONTRACT SERVICES AGREEMENT FOR

TOPOGRAPHIC SURVEY SERVICES FOR REDONDO BEACH BOULEVARD

This Contract Services Agreement ("Agreement") is made and entered into this 7th day of October, 2019, by and between the City of Lawndale, a municipal corporation ("City"), and Case Land Surveying, Inc., a California corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of twenty four thousand two hundred thirty dollars (\$24,230) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on October 7, 2019 and continue in full force and effect until completion of the services no later than September 30, 2020.

4.0 COORDINATION OF WORK

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

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

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

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to

perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the

City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONSULTANT:
Case Land Surveying, Inc., a California corporation

By: _____
Name: Larry Case
Title: President

By: _____
Name: Stacy Case
Title: Secretary

Address: 614 N. Eckhoff Street
Orange, CA 92868

EXHIBIT "A "

SCOPE OF SERVICES

Consultant will provide the following specific services for properties along Redondo Beach Boulevard between Prairie Avenue and Artesia Boulevard:

- Consultant shall complete County/City Research of Existing Tract Maps, Records of Survey, and Parcel Maps to Establish Survey and Monument Control.
- Consultant shall conduct a Field Survey to Establish Horizontal & Vertical Control.
- Consultant shall conduct a Topographic survey to provide Cross Sections from Top of Curb, Flowline, Lip of Gutter, Lane Line, Centerline of Street, Lane Line, Lip of Gutter, Flowline and Top of Curb in 50' Intervals.
- Consultant shall locate topographic features including various Lane Striping, Loop Detectors, Utilities Covers, Detail every 25' under the bridge and detailed curb returns.
- Consultant shall prepare Plan Sheets to be delivered in PDF and Autocad formats.

The Survey Map to be prepared is for design purposes only and excludes a boundary survey, record of survey, easements, undergrounding utilities and any recordable map.

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 2.4 is added to the Agreement to read as follows:

"2.4 Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Field Surveyor. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (*Refer to <http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf> for additional information.*) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide the services described in Exhibit "A" and shall be compensated upon completion of the work to the City's satisfaction with the payment of a flat fee not to exceed \$24,230.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant will commence the work immediately upon receiving the Notice to Proceed. The work will take approximately three months to complete. The Plan Sheets shall be delivered to the City within 14 weeks of the notice to proceed.

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
GEOTECHNICAL PAVEMENT EVALUATION SERVICES FOR
REDONDO BEACH BOULEVARD

This Contract Services Agreement ("Agreement") is made and entered into this 7th day of October, 2019, by and between the City of Lawndale, a municipal corporation ("City"), and Twining, Inc., a California Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of nine thousand nine hundred ninety dollars (\$9,990) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on October 7, 2019 and continue in full force and effect until completion of the services no later than September 30, 2020.

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

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

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

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONSULTANT:
Twining, Inc.
a [California corporation]

By: _____
Name: ~~Linus Viktus~~ Linas Vitkus
Title: Chief Operating Officer

By: _____
Name: Amy Owens
Title: Secretary

Address: 2883 East Spring Street, Suite 300
Long Beach, CA 90806

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide asphalt concrete pavement coring, borings, identification of sub-surface conditions, and provide geotechnical engineering recommendations for pavement rehabilitation options for Redondo Beach Boulevard between Prairie Avenue and Artesia Boulevard.

Consultant will provide the following specific support:

- + Task 1 – Perform visual site investigation;
- + Task 2 – Perform subsurface exploration;
- + Task 3 – Perform laboratory testing;
- + Task 4 – Conduct engineering analysis; and
- + Task 5 – Prepare final report.

Task 1 – Perform Visual Site Investigation

A visual condition assessment will be performed to aid in the selection of exploratory coring locations within the project limit. This assessment will be performed by one of Consultant's Geotechnical Engineers.

Task 2 – Perform Subsurface Exploration

To determine the existing condition of the subgrade material, Consultant will perform coring within the project limits. Consultant will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to exploration so that conflicts between the proposed locations and underground utilities can be identified. City will provide as-built utility plans for the areas proposed for exploration and perform a field review of the Consultant's proposed locations.

Consultant will perform a total of six cores to measure the existing structural thickness of the pavement within the project limits. Two of the cores will be hand excavated to a depth of approximately 3 feet or refusal, whichever is shallower to obtain samples of subgrade materials which will support the new pavements.

The coring and boring will be performed in one 8-hour shift under the observation of field engineer or geologist, who will log the subsurface conditions, encountered and will obtain samples for laboratory observation and testing. The cores will be backfilled with cold patch asphalt.

Task 3 – Perform Laboratory Testing

Samples obtained from the exploratory borings will be transported to Consultant's laboratory for visual classification and testing. Laboratory tests will be performed by Consultant on selected samples collected from the borings to aid in the classification and to evaluate the engineering properties of the subgrade soils.

- R-value;
- In-place moisture;
- Maximum density;
- Atterberg Limits / Plasticity Index; and
- #200 Wash for soil classification.

The exact quantities and types of tests will depend on the material types encountered during Consultant's subsurface exploration. The quantities proposed here are based on Consultant's experience with similar-sizes past projects.

Task 4 – Conduct Engineering Analysis

The results of the field exploration and lab testing will be evaluated and engineering analysis will be performed to provide recommendations for the structural design of the pavement.

Task 5 – Prepare Final Report

The results of the field exploration and geotechnical laboratory tests will be evaluated and engineering analyses will be performed to provide geotechnical recommendations for the design and construction of the proposed project. A professional report will be prepared to summarize the data collected and present Consultant's findings, conclusions, and geotechnical recommendations, to the City's satisfaction. The report will include the following:

- Project Information;
- Site Location Map;
- Boring location map and logs of borings that include summarized laboratory testing results;
- Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the site; and
- Recommendation on pavement rehabilitation option including but not limited to:
 - Cold In-Place Recycling
 - Overlay
 - Cold Central Plant Recycling over Cement Treated Soil
 - HMA over Cement Treated Soil

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement Consultant shall provide the services described in Exhibit "A" and shall be compensated for the not to exceed Contract Sum of \$9,990 as described below upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours). The City will reimburse the Consultant for out-of-pocket expenses not included in the table below.

Proposed Service	Proposed Scope of Services			
	Assumed Quantity			
	Qty	Unit	Rate	Amount
Task 1 – Perform Visual Site Investigation				
Staff Engineer Mark Boring Location, Prepare traffic control plan and coordinate field work.	8	hour	\$ 130	\$ 1,040
			Subtotal:	\$ 1,040
Task 2 – Perform Subsurface Exploration				
Asphalt Coring and Drilling (Sampling subgrade for Geotechnical Testing)	1	Lump Sum	\$ 2,340	\$ 2,340
Traffic Control	1	Lump Sum	\$ 2,000	\$ 2,000
			Subtotal:	\$ 4,340
Task 3 - Perform Laboratory Testing				
R-Value (CTM 301)	2	each	\$ 390	\$ 780
In-Place Moisture (ASTM D 2937)	2	each	\$ 25	\$ 50
Maximum Density and Optimum Moisture (ASTM D 1557)	1	each	\$ 180	\$ 180
Sieve #200 Wash for Soil Classification (CTM 202)	2	each	\$ 90	\$ 180
Atterberg Limits / Plasticity Index (CTM 204)	2	each	\$ 150	\$ 300
			Subtotal:	\$ 1,490
Task 4 – Conduct Engineering Analysis				
Project Engineer - Prepare final report	8	hour	\$ 150	\$ 1,200
Registered Geotech Engineer - review and oversight-present the recommendations.	2	hour	\$ 180	\$ 360
			Subtotal:	\$ 1,560
Task 5 – Prepare Final Report				
Project Engineer - prepare pavement evaluation, overlay thickness recommendations	8	hour	\$ 150	\$ 1,200
Registered Geotech Engineer - review and stamp	2	hour	\$ 180	\$ 360
			Subtotal:	\$ 1,560
NOT TO EXCEED TOTAL			\$	9,990

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The pavement evaluation section work will be started within one week after receiving the written notice to proceed. The final report will be completed within 4 weeks.




CITY OF LAWNDALE

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

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Tiffany J. Israel, City Attorney

SUBJECT: CONSIDERATION OF JOINING A COALITION OF PUBLIC AGENCIES
OPPOSING A PETITION TO THE FCC WHICH WOULD FURTHER
ERODE LOCAL AUTHORITY OVER WIRELESS FACILITIES

BACKGROUND

A coalition of public agencies is being put together to oppose a petition submitted to the Federal Communications Commission (“FCC”) which would, if approved by the FCC, have the effect of further eroding local authority over wireless facilities within the City of Lawndale. The petition to the FCC seeks a declaratory ruling (“Petition”) has been sought by the Wireless Industry Association and CTIA – The Wireless Association (“CTIA”) (collectively, “Industry”).

Public agencies wishing to oppose the Petition must do so through the notice-and-comment rulemaking process, which the FCC has fast-tracked. Opening comments are due October 29, 2019.

The Telecom Law Firm (“TLF”) assists the City’s public works department with the review of applications for wireless facilities. TLF is assembling a coalition of local public agencies and municipal associations to share in the effort and spread the costs to oppose the Petition. TLF has previously represented local governments and municipal associations in various FCC proceedings and judicial challenges, including the proceeding that created the rules the Industry now seeks to change. TLF offers to represent the City through its coalition.

A. The Substance of the Petition.

In the Petition, the Industry asks the FCC to:

- mandate an essentially ministerial process that preempts public notice and an opportunity to be heard about changes that affect individual citizen’s property interests and the community at large;
- allow applicants to undo careful concealment efforts on existing facilities unless the original permit approval contained specific findings (that were never previously required such that most permits will not have these findings);
- expand the list of prohibited application requirements, to include radio frequency emissions safety and exposure reports, equipment inventories, and others;

- preempt local authority to require cell-site operators to clean up blight, nuisances, and other code violations caused by their own neglect as a condition of approval for a proposed site expansion; and
- make it more difficult and expensive for local governments to exercise their legitimate police powers to protect public health, safety, and welfare.

Most, if not all, of these rule changes conflict with the underlying rationales for why the FCC either adopted the existing rules or declined similar requests in prior rulemaking proceedings. The proposals also present statutory interpretation problems and raise serious constitutional questions about due process and the limits on federal authority to compel states and local governments to regulate according to federal standards.

B. Public Agency Coalition

The FCC has fast-tracked the Petition with opening comments due October 29th and replies due November 13th. FCC proceedings typically involve a 30-day comment window immediately followed by a 30-day period to file replies to the initial comments. Here; however, the FCC noticed the Petition faster than usual or expected and has cut the reply period in half. After the reply period closes, the FCC has no deadline to take action on the Petition and interested parties may continue to engage with the FCC through an *ex parte* process until the item is placed on an FCC meeting agenda.

TLF is assembling a coalition of local governments and municipal associations and coordinating with other local government advocates to oppose the Petition. This approach allows TLF to pool limited resources, crystalize more compelling facts in the record, and present the best possible defense. Robert May and Dr. Jonathan Kramer, of TLF, will serve as lead counsel for the coalition

STAFF REVIEW

The per-member contribution is \$3,500 paid as a one-time flat fee. This contribution includes the time and expense for TLF to: (1) investigate and evaluate alleged bad-actor anecdotes; (2) research other counter evidence for the record; (3) draft, edit, and file comments and replies to comments; and (4) coordinate with coalition members and provide regular status updates. This estimate does not include *ex parte* meetings with the FCC; coalition members that wish to participate in *ex parte* communications would be billed separately if they so choose that route. City staff does not currently anticipate needing to ask TLF to participate in *ex pates* on Lawndale's behalf.

Over the past 10 years, the FCC has adopted a number of regulations to limit local control over wireless facility installations. The Petition would further erode the ability of the City to exercise its constitutionally authorized police powers to regulate land uses within the City's jurisdiction for the benefit of wireless companies, and will allow wireless companies to be negligent, and potentially dangerous, members of the community. The Petition's requirement for ministerial review of wireless facility projects will preclude public noticing and the opportunity for public input on wireless projects that affect residents' property interests and the community. Allowing wireless facility applicants to undo concealment efforts on existing facilities will result in the removal of camouflaging leaving unattractive wireless facilities which will create visual blight. The expansion of the list of what cities may not include in a wireless facility application, including a prohibition on requiring safety testing an analysis, potentially jeopardizes the health of residents living and working near wireless facilities. And the preemption of local authority to require cell-site operators to clean up code violations caused by

their neglect clearly impedes the City's authority to protect public health, safety, and welfare. Hence, the Petition is contrary to the standards of government that the City works to achieve every day.

LEGAL REVIEW

An engagement letter retaining TLF, in a form approved by the City Attorney's office, will be prepared if the City Council elects to join this coalition.

FISCAL IMPACT

Joining the public agency coalition will require a one-time flat fee of \$3,500. This fee was set by TLF and will cover the entire cost for TLF to handle the comment and reply phases of the FCC petition. Funding is available in account 100-140-540.200 (City Manager Special Expenses) sufficient to pay the \$3,500 required for the City to join the coalition.

RECOMMENDATION

Staff recommends that the City Council authorize the City of Lawndale to join the coalition of public agencies in acting in opposition to the petition filed with the FCC.





CITY OF LAWDALE

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

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

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

SUBJECT: Quarterly Investment Report for the Quarter Ended September 30, 2019

BACKGROUND

The attached Quarterly Investment Report for the quarter ended September 30, 2019 is provided to Council per the City of Lawndale's Investment Policy and State of California's Government Code Section 53646.

STAFF REVIEW

As of September 30, 2019, the City had total cash and invested funds (cost basis) of \$18,323,830 plus \$2,001,839 held with a trustee from the Lawndale Redevelopment Agency's Tax Allocation Bond issue; \$718,007 maintained in two retirement enhancement plans and \$1,150 in petty cash. The market value of invested cash was \$18,327,263.

As summarized below, the City's portfolio has been diversified. Liquidity decreased to 43.8% of the portfolio in demand accounts, 7.6% in short-term (maturing in less than one year), 16.3% in medium-term (one to three years) and 32.4% long-term maturing from three to five years.



CITY OF LAWDALE
INVESTMENT REPORT
Summary of Investments
For Quarter Ended September 30, 2019

	Adjusted Cost Basis	Category Total	Percent of Portfolio
<u>On Call Deposits</u>			
Checking Accounts	5,503,576		
LAIF State Pool	2,520,277	8,023,853	43.79%
<u>Short-Term Investments (1 Year or Less)</u>			
Time Deposits FDIC Insured	1,392,000	1,392,000	7.60%
<u>Medium-Term Investments (1 to 3 Years)</u>			
Time Deposits FDIC Insured	1,979,000		
US Government Agency Securities	1,001,418	2,980,418	16.27%
<u>Long-Term Investments (3 to 5 Years)</u>			
Time Deposits FDIC Insured	1,986,000		
US Government Agency Securities	3,941,559	5,927,559	32.35%
Total Cash and Investments		18,323,830	100.00%

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

See staff review section.

RECOMMENDATION

City Council should receive and file the Quarterly Investment Report for the quarter ended September 30, 2019.

Attachments: Quarterly Investment Report for the quarter ended September 30, 2019.



**CITY OF LAWNDALE
DETAIL OF INVESTMENTS
For Quarter Ended September 30, 2019**

	Par Value	Coupon Rate	Moody's/ S&P Rating	Purchase Date	Maturity/ Called Date	Days to Maturity	Yield to Maturity	Cost Basis	Category total	(memo only) Market Value
On Call Deposits										
Checking Account- Wells Fargo	5,498,938	N/A	N/A		Demand	1	None	5,498,938		5,498,938
Municipal Investment Account - US Bank	4,638	N/A	N/A		Demand	1	None	4,638		4,638
Local Agency Investment Fund- City of Lawndale	2,518,863	N/A	N/A		Demand	1	2.34%	2,518,863		2,518,863
Local Agency Investment Fund- Lawndale Housing Authority	1,414	N/A	N/A		Demand	1	2.34%	1,414		1,414
On Call Deposits	8,023,853								8,023,853	8,023,853
Short-Term Investments (1 Year or Less)										
<i>Time Deposits:</i>										
Enterprise Bank PA	216,000	1.20%	FDIC	11/16	11/15/2019	46	1.20%	216,000		215,869
Bank of Baroda	246,000	2.00%	FDIC	7/19	4/9/2020	192	2.00%	246,000		246,439
Bank of America	246,000	2.00%	FDIC	7/19	4/13/2020	196	2.00%	246,000		246,449
Zions Bancorp	218,000	1.90%	FDIC	7/19	7/6/2020	280	1.90%	218,000		218,467
Avidbank	218,000	1.90%	FDIC	7/19	7/14/2020	288	1.90%	218,000		218,482
Capital One Bank USA NA	248,000	1.35%	FDIC	8/16	8/30/2020	335	1.35%	248,000		247,459
Short-Term Investments (1 Year or Less)	1,392,000								1,392,000	1,393,165
Medium-Term Investments (1 to 3 Years)										
<i>Time Deposits:</i>										
Ally Bank Utah	247,000	2.10%	FDIC	7/19	7/12/2021	651	2.10%	247,000		247,000
TIAA Bank Jacksonville	247,000	2.05%	FDIC	7/19	7/12/2021	651	2.05%	247,000		247,000
Discover Bank	248,000	1.50%	FDIC	8/16	8/10/2021	680	1.50%	248,000		248,000
JP Morgan Chase Bank NA	248,000	1.65%	FDIC	8/16	8/16/2021	686	1.65%	248,000		242,780
Private Bank & Trust Co	248,000	1.50%	FDIC	9/16	8/30/2021	700	1.50%	248,000		248,000
Sallie Mae Bank Salt Lake	247,000	2.20%	FDIC	7/19	7/5/2022	1,009	2.20%	247,000		247,000
Goldman Sachs	247,000	2.10%	FDIC	7/19	7/11/2022	1,015	2.10%	247,000		247,000
First Source Bank	247,000	2.00%	FDIC	7/19	9/12/2022	1,078	2.00%	247,000		247,000
	1,979,000									1,973,780
<i>U.S. Government Agency Securities:</i>										
Federal Home Loan Mortgage Corp	1,000,000	2.20%	Aaa/AA+	7/19	6/27/2022	1,001	1.90%	1,001,418		1,000,319
	1,000,000									1,000,319
Medium-Term Investments (1 - 3 Years)	2,979,000								2,980,418	2,974,099
Long-Term Investments (3 to 5 Years)										
<i>Time Deposits:</i>										
Enerbank USA	247,000	1.80%	FDIC	9/19	3/23/2023	1,270	1.80%	247,000		247,000
Morgan Stanley Bank NA	247,000	2.20%	FDIC	7/19	7/11/2023	1,380	2.20%	247,000		247,000
Century Next Bank	249,000	2.00%	FDIC	7/19	7/17/2023	1,386	2.00%	249,000		249,000
Morgan Stanley Private Bank	247,000	2.30%	FDIC	7/19	7/11/2024	1,746	2.30%	247,000		247,000
Merrick Bank	249,000	2.10%	FDIC	7/19	7/12/2024	1,747	2.10%	249,000		249,000
Commercial Bank Harrogate Tenn	249,000	2.00%	FDIC	7/19	7/15/2024	1,750	2.00%	249,000		249,000
Washington Federal	249,000	1.95%	FDIC	8/19	8/28/2024	1,794	1.95%	249,000		249,000
First Bank Puerto Rico	249,000	1.90%	FDIC	9/19	9/6/2024	1,803	1.90%	249,000		249,000
	1,986,000									1,986,000
<i>U.S. Government Agency Securities:</i>										
Federal Home Loan Bank	1,000,000	1.82%	Aaa/AA+	7/19	1/11/2023	1,199	1.93%	996,269		1,000,005
Federal Home Loan Mortgage Corp	1,000,000	1.89%	Aaa/AA+	7/19	11/22/2023	1,514	1.98%	996,228		1,000,125
Federal Home Loan Bank	1,950,000	2.09%	Aaa/AA+	7/19	7/19/2024	1,754	2.10%	1,949,062		1,950,016
	3,950,000									3,950,146
Long-Term Investments (3 to 5 Years)	5,936,000								5,927,559	5,936,146
Total Cash and Investments	18,330,853								18,323,830	18,327,263

**BOND ISSUE RESERVE, DEBT SERVICE & RELATED FUNDS
For Quarter Ended September 30, 2019**

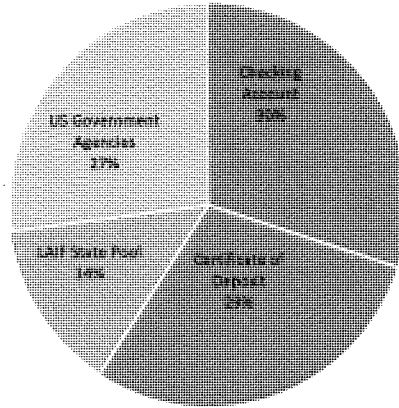
2009 Lawndale Redevelopment Agency Tax Allocation Bonds (Lawndale Economic Revitalization Project) - Wells Fargo	2,001,839	Variable	AAA	11/9	Open		2% to 5.6%	2,001,839	2,001,839	2,001,839
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CITY OF LAWNDALE
INVESTMENT REPORT
 Portfolio Statistics
 For Quarter Ended September 30, 2019

Portfolio Composition

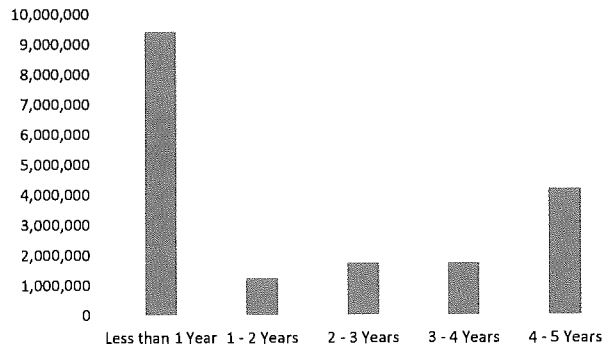
<u>Investment Type</u>	<u>Market Value</u>
Checking Account	5,503,576
Certificate of Deposit	5,352,945
LAIF State Pool	2,520,277
US Government Agencies	4,950,465
TOTAL	18,327,263



Portfolio Liquidity

<u>Aging Interval *</u>	<u>PAR Value</u>
Less than 1 Year	9,415,853
1 - 2 Years	1,238,000
2 - 3 Years	1,741,000
3 - 4 Years	1,743,000
4 - 5 Years	4,193,000
TOTAL	18,330,853

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





CITY OF LAWDALE
TREASURY REPORT
For Quarter Ended September 30, 2019

Total Cash and Investments 18,330,853

MISCELLANEOUS ACCOUNTS

Petty Cash 1,150

Retirement Enhancement Plans

Public Agency Retirement Services (PARS)-
Retirement Enhancement Plan 693,922



PARS/ City of Lawndale Excess Benefit Trust -
US Bank 22,935 718,007

Total Cash Investments 19,050,010



CITY OF LAWNDALE

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

DATE: October 7, 2019
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, City Manager 
PREPARED BY: Matthew R. Ceballos, Assistant City Clerk 
SUBJECT: Amend City Council Policy No. 62-01 - Use of City Seal/Logo

BACKGROUND

The City currently has City Council Policy No. 62-01, Use of City Letterhead and Seal, which was Resolution No. 2090 incorporated into the City Council Policy Manual on July 2, 2001.

Resolution No. 2090 was adopted January 5, 1981, to set a policy of the City Council that the use of the City's seal and letterhead or facsimile thereof on personal matters shall not be permitted and that individual Council members or staff members shall not use the City seal or letterhead or facsimile thereof for endorsements of candidates for public office.

STAFF REVIEW

Recent instances of the use or potential use of the City seal/logo have come to light and a re-evaluation of the policy has been needed.

Staff is recommending the policy be amended and expanded upon, in order to ensure that the City seal and City logo are utilized for appropriate circumstances only, and that unauthorized, deceptive, or fraudulent use, which may be harmful to the public health, safety, and welfare, be prohibited.

The California Government Code has provisions protecting our seal but this policy desires to make the public aware of the authorized and appropriate uses of the City's seal and logo.

LEGAL REVIEW

The City Attorney has reviewed the attached resolution and policy and approved as to form.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-1910-046, amending City Council Policy No. 62-01 - Use of City Seal/Logo.

Attachments: Resolution No. CC-1910-046 (Council Policy No. 62-01 - redline)

RESOLUTION NO. CC-1910-046

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AMENDING COUNCIL POLICY NO. 62-01, USE OF CITY SEAL/LOGO**

WHEREAS, the City Council of the City of Lawnsdale has established a Council Policy Manual to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the Council Policy Manual are adopted by resolution; and

WHEREAS, the City Council adopted and included the policy "Use of City Letterhead and Seal" to govern the use of the City Seal by minute action on July 2, 2001; and

WHEREAS, the City Council desires to update the City's policies governing the use of the City's Seal and Logo.

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

SECTION 1. That the City Council adopts the amended Policy No. 62-01, entitled "Use of City Seal/Logo", attached hereto and incorporated herein as Exhibit "A". Upon the adoption of this Resolution, the prior version of Policy No. 62-01 is rescinded.

SECTION 2. The City Clerk's Department is directed to update the Council Policy Manual with the new version of Policy No. 62-01.

SECTION 3. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 7th day of October, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1910-046 at a regular meeting of said Council held on the 7th day of October, 2019, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

COUNCIL POLICY

<u>SUBJECT:</u> Use of City Letterhead and Seal/Logo	<u>POLICY NO.:</u> 62-01	<u>DATE ADOPTED:</u> 7/2/01
	<u>AUTHORITY:</u> Minute Action (<u>Resolution No. 2090</u>) <u>Resolution No. CC-1910-046</u>	<u>10/7/19</u>

~~Note from the City Clerk's Department:~~

~~On July 2, 2001, the City Council signified its approval of the attached Resolution No. 2090 by directing the City Clerk's Department to prepare the resolution in policy format for inclusion in the City Council Policy Manual.~~

PURPOSE

To establish a policy regarding the use of the City of Lawndale official seal and logo. The seal and logo are considered symbols of the authority and jurisdiction of the City and, as such, are the property of the City and valuable assets to its citizens. This policy desires to ensure that only appropriate uses are made of the City's seal and logo.

POLICY

- A. The City of Lawndale seal and logo are the property of the City, used for the purpose of certifying official records and to identify City programs, initiatives, partnerships and sponsorships.
- B. The City seal and logo shall be used for official purposes only, or as authorized by the City Manager or designee.
- C. No person shall use a symbol that imitates the City seal or logo, or that may be mistaken therefore, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes, or for any purpose other than for the official business of the City, without written authorization from the City Manager or designee.
- D. No person shall use the City seal or logo for purposes of supporting or opposing the nomination or election to any City or other public office of himself or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such City seal or logos on any writing distributed for purposes of influencing the action of the electorate or any part thereof, in any election. Council members or staff members shall not use the City seal or letterhead or facsimile thereof for endorsements of candidates for public office.

- E. The City seal or logo may be used on City-owned buildings, City lapel pins, City business cards, City letterhead, resolutions, ordinances, awards, other formal places, and anywhere designated by the City Manager or his or her designee.

- F. Use of the official City seal or logo may be used in general connection with official City of Lawndale brochures, publications, insignias, postings, website, painting, pamphlets and City of Lawndale promotional materials. It will also be used on City vehicles, equipment and fixtures such as signage.

- G. On occasion, the City (as described in subsection C above) may authorize the usage of the City seal or logo for signature events or other promotional measures that benefit the community. Any decision to grant such approval will be specific to the event, time, and use so approved. Approval of the use of the seal or logo once does not constitute approval for any future or recurring use.

RESOLUTION NO. 2090

**~~A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ESTABLISHING A POLICY FOR THE USE OF CITY
LETTERHEAD AND SEAL OF THE CITY OF LAWNSDALE~~**

~~THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, HEREBY
RESOLVES AS FOLLOWS:~~

~~Section 1. It shall be the policy of the City Council that the use of the City's seal and
letterhead or facsimile thereof on personal matters shall not be permitted.~~

~~Section 2. It shall also be the policy of the City Council that individual Council members
or staff members shall not use the City seal or letterhead or facsimile thereof for endorsements of
candidates for public office.~~

~~Section 3. Nothing in this policy shall restrain any member of Council or staff from
supporting a candidate for public office by other means.~~

~~ADOPTED THIS 5TH DAY OF JANUARY, 1981.~~

[signed]
Sarann Kruse, Mayor

ATTEST:

STATE OF CALIFORNIA _____)
COUNTY OF LOS ANGELES _____)
CITY OF LAWNSDALE _____)

~~I, LUCILLE G. EBY, City Clerk of the City of Lawnsdale, California, do hereby certify that
the foregoing resolution was duly approved and adopted by the City Council held on the 5th day
of January, 1981, by the following roll call vote:~~

~~AYES: _____ COUNCIL MEMBERS: Hofmann, Ramsey and Roberts
NOES: _____ COUNCIL MEMBERS: Kruse
ABSTAINED: _____ COUNCIL MEMBERS: Ehinger
ABSENT: _____ COUNCIL MEMBERS:~~

[signed]
Lucille G. Eby, City Clerk

RESOLUTION NO. CC-1910-045

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$850,120.57**

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

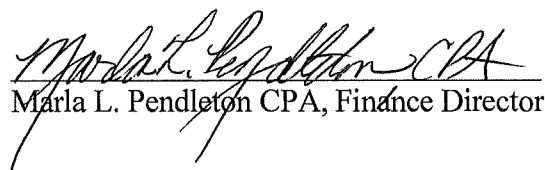
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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

SECTION 3. That the following claims and demands are hereby authorized in the accounts herein after set forth.

Effective Date: October 7, 2019

Certified by:


Marla L. Pendleton CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 7th day of October, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawnsdale, California, do hereby certify that the City Council of the City of Lawnsdale duly approved and adopted the foregoing Resolution No.

CC-1910-045 at a regular meeting of said Council held on the 7th day of October, 2019, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

Check Register Report

Date: 09/26/2019

Time: 10:02 am

Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
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198220	08/29/2019	Reconciled		0372C	AT & T - CALNET3	PHONE CHARGES 07/13-8/12/19	1,648.91
198221	08/29/2019	Reconciled		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES 8/19-9/18/19	81.90
198222	08/29/2019	Reconciled		0441	GOLDEN STATE WATER CO.	UTILITIES-WATER SERVICES	1,875.60
198223	08/29/2019	Reconciled		4702	I. C. M. A.	JOB AD CHIEF ADM OFF/EXE DIR	600.00
198224	08/29/2019	Reconciled		6134	JOHN MARTINEZ	REFUND BANK FEE 11/14&28/2018	112.00
198225	08/29/2019	Reconciled		6015	LAYNE NATALE	SR FITNESS INSTRUCTOR AUG-19	260.00
198226	08/29/2019	Reconciled		2862	MARC SALDANA	SR TAI CHI INSTRUCTOR AUG-19	520.00
198227	08/29/2019	Reconciled		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES - ELECTRICITY SVCS	145.48
198228	08/29/2019	Reconciled		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	53.19
198229	08/29/2019	Reconciled		4582	STATE CONTROLLER'S OFFICE	2019 CITYWIDE AUDIT STATE REM	150.00
198230	08/29/2019	Reconciled		4142	TIME WARNER CABLE	CABLE BROADCAST-CITY HALL	191.77
198231	08/29/2019	Reconciled		4142	TIME WARNER CABLE	PW-FIBER OPTICS COMM	105.23
198232	08/29/2019	Printed		0466	TRAVEL TECH TOURS	SR TRAVEL CLUB TRIP 9-13-19	4,085.00
198233	08/29/2019	Reconciled		3672-CDD	U.S. BANK	CREDIT CARD CHARGES	10.75
198234	08/29/2019	Reconciled		3672-CSD	U.S. BANK	CREDIT CARD CHARGES	1,689.45
198235	08/29/2019	Reconciled		3672-RSD	U.S. BANK	CREDIT CARD CHARGES	1,115.07
198236	09/05/2019	Reconciled		0115	AT & T	LONG DISTANCE SVCS-AUG 2019	14.84
198237	09/05/2019	Reconciled		0613	BERICOM IT & DESIGN	NETWORK MAINT & COMPUTER SUPPO	11,931.28
198238	09/05/2019	Reconciled		0219	COUNTY OF LA DEPT OF PUBLIC WK	BLDG\SAFETY SVCS 4/1-4/30/19	23,754.72
198239	09/05/2019	Reconciled		0236	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT LIAB 4/1-6/30/19	8,023.60
198240	09/05/2019	Reconciled		6636	FRONTIER COMMUNICATIONS	8/28/-9/27/19 ACCT #3106716930	171.43
198241	09/05/2019	Reconciled		7339	FRANCISO RODRIGUEZ	REFUND SPR 18-42 DEPOSIT	1,378.79
198242	09/05/2019	Reconciled		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	16,668.04
198243	09/05/2019	Reconciled		0849	THE SAFEMART OF SO CAL INC	DUP KEYS X1 2ND FLOOR RESTROOM	8.21
198244	09/05/2019	Reconciled		4142	TIME WARNER CABLE	ACCT 8448 30 0033083	2,131.99
198245	09/05/2019	Reconciled		3672-CMD	U.S. BANK	CREDIT CARD CHARGES	1,724.04
198246	09/16/2019	Reconciled		7263	ACCOUNTING PRINCIPALS INC	TEMP SVCS-WK END 8/25/19	1,094.40
198247	09/16/2019	Reconciled		3923	AMERICAN SOCCER CO., INC.	6584109 BASKETBALL UNIFORM	29.10
198248	09/16/2019	Reconciled		4185-WEST	AMERICAN STRUCTURAL PEST	CITYHALL KITCHEN SVC ROACHES	45.00
198249	09/16/2019	Reconciled		4185	AMERICAN STRUCTURAL PEST	CSD 3RD FLR KITCHEN PEST 9/4	125.00
198250	09/16/2019	Reconciled		6608	BELLAGIO CAR WASH	SHERIFF'S CAR WASH 8 X \$5	85.00
198251	09/16/2019	Reconciled		7341	SYLVAIN BELLEMARE	REFUND CONST DEMO DEPOSIT	180.00
198252	09/16/2019	Reconciled		7262	BIG 10 INC.	CSD/PARKS T-SHIRTS	814.50
198253	09/16/2019	Reconciled		7357	BOULEVARD FLORIST	911 WREATH BANNER RBN 9/11/19	164.55
198254	09/16/2019	Reconciled		0163	CAPITAL OF SOUTH BAY INC.	LIGHTING BULBS-MSD	57.49
198255	09/16/2019	Reconciled		7342	GEORGE A. JR CLARK	REFUND CONS DEMO DEPOSIT	1,200.00
198256	09/16/2019	Reconciled		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRL WASTE MAINT SVCS 6/19	2,579.65
198257	09/16/2019	Reconciled		0217	DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SVCS-7/19	683.05
198258	09/16/2019	Reconciled		5362	DUNCAN, JOSHUA	INSTRUCTOR MARTIAL ART FEE	3,395.70
198259	09/16/2019	Reconciled		6886	EMPIRE CLEANING SUPPLIES	MAINTENANCE SUPPLIES 1131130	1,884.48
198260	09/16/2019	Void	09/12/2019	4832	KIMBERLY D. ESMOND	SEC. DEP. REV. REFUND MN RM	0.00
198261	09/16/2019	Reconciled		6684	FARMER BROTHERS CO.	COFFEE SERVICES	308.67

Check Register Report

Date: 09/26/2019
 Time: 10:02 am
 Page: 2

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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198264	09/16/2019	Reconciled		1940	GARDENA WELDING SUPPLY CO INC	HELIUM TANK REFILL-CSD	72.27
198265	09/16/2019	Printed		7345	GRAINGER	TRAILOR HITCH PWPRESURE WASHER	96.46
198266	09/16/2019	Reconciled		7352	HAMDY SADEK DOUMA	REFUND DEPOSIT FULL 8/31/19	500.00
198267	09/16/2019	Reconciled		7346	HR DIRECT	RETIRE SVC PIN-MARIA GUERRA	39.01
198268	09/16/2019	Reconciled		7347	JOBS AVAALABLE	SENIOR PLANNER POSTIN 8/20/19	409.50
198269	09/16/2019	Printed		7104	KILGORE FITNESS SVC, LLC	COMM. CNTR FITNESS RM REPAIRS	549.78
198270	09/16/2019	Reconciled		7348	LA COUNTY SHERIFF'S DEPT	SECURITY SVC 7/20/19	951.24
198271	09/16/2019	Reconciled		7349	LA COUNTY SHERIFF'S DEPT	SECURITY SVC 7/13/19	376.85
198272	09/16/2019	Reconciled		7355	LA COUNTY SHERIFF'S DEPT	SECURITY SVC 8/10/19	1,069.67
198273	09/16/2019	Reconciled		7356	LA COUNTY SHERIFF'S DEPT.	SECURITY SVC 8/2/19	1,069.67
198274	09/16/2019	Reconciled		0308	LOS ANGELES COUNTY	HEARING OFFICER FEES	20.00
198275	09/16/2019	Reconciled		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
198276	09/16/2019	Reconciled		6428	MINUTEMAN PRESS OF GARDENA	BUSINESS CARD JOB33311 8/27/19	55.44
198277	09/16/2019	Reconciled		1050	UFFE MOLLER	PLANNING COMMISSION STIPEND	50.00
198278	09/16/2019	Reconciled		0367	OFFICE DEPOT	OFFICE SUPPLIES-CSD	2,041.47
198279	09/16/2019	Reconciled		1583	PCM-G INC	HP-PRO DESK 400 G5 MICROTOWER	11,207.44
198280	09/16/2019	Reconciled		4931	PERRY MAILING SERVICES	MAILING LETTER SHOP SVS	970.74
198281	09/16/2019	Reconciled		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORM PUBLIC WORKS CREW	150.08
198282	09/16/2019	Reconciled		5895	RICOH USA INC	COPIER SVCS SEPT 2019	2,142.66
198283	09/16/2019	Printed		7241	CARLA L ROSE-PRYOR	PLANNING COMMISSION STIPEND	50.00
198284	09/16/2019	Reconciled		0419	S & S WORLDWIDE, INC.	PEE WEE SPORTS GAME SUPPLIES	368.07
198285	09/16/2019	Printed		7350	JOSE SANCHEZ	REFUND SECURITY DEPOSIT7/20/19	98.76
198286	09/16/2019	Reconciled		7354	DAN SHINER	DEP. CONS. DEMOLITION DEBRIS	3,000.00
198287	09/16/2019	Reconciled		1071	SHOETERIA	STEEL TOE BOOTS 2 PAIRS	231.57
198288	09/16/2019	Reconciled		7351	FAHAD AHMED SIDDIQUI	REFUND SECURITY DEPOSIT8/23/19	500.00
198289	09/16/2019	Reconciled		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
198290	09/16/2019	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING AUG-19	19,559.00
198291	09/16/2019	Reconciled		5956	SUPERCO SPECIALTY PRODUCTS	GRAFFITI SUPPLIES	412.30
198292	09/16/2019	Reconciled		7281	TELECOM LAW FIRM, P.C.	PHONE CALL SWF TRN SEAN MOORE	192.00
198293	09/16/2019	Reconciled		7353	SARITHA THAMPAN	REFUND SECURITYDEPOSIT 8/31/19	1,000.00
198294	09/16/2019	Printed		7340	AISHA BIBI AKBER TOOTLA	REFUND SECURITY DEPOSIT7/13/19	223.15
198295	09/16/2019	Reconciled		2883	UNDERGROUND SERVICE ALERT SC	45 DIG ALERT TICKETS MAINT	84.25
198296	09/16/2019	Reconciled		7278	MARTHA ZAMBRANO	FOLKLORIC INSTRUCTOR FEES 49 P	1,543.50
198297	09/12/2019	Reconciled		4832	KIMBERLY D. ESMOND	BALLET JAZZ INSTRUCTOR FEES	1,836.80
198298	09/12/2019	Reconciled		1909	FUN EXPRESS	2019 HALLOWEEN SUPPLIES-CSD	424.40
198299	09/12/2019	Reconciled		5503	JA'VONDA JONES	INSTRUCTOR FEES-AUG 2019	854.00
198300	09/12/2019	Reconciled		7233	THOMAS LYNARD NIETO	INSTALL OUTLET/BREAKER CSD	890.00
198301	09/12/2019	Reconciled		7359	KELLY RAMIREZ	REFUND SECURITY DEPOSIT 9/7/19	750.00
198302	09/12/2019	Reconciled		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITY ELECTRICITY8/1-9/1/19	1,530.79
198303	09/12/2019	Reconciled		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS 8/1/19-8/30/19	1,182.38
198304	09/12/2019	Reconciled		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	VEH FLEET FUEL-PWD	2,935.64
198305	09/12/2019	Reconciled		3672-MSD	U.S. BANK	CREDIT ACCT CHARGES-MSD	1,830.12

Check Register Report

Date: 09/26/2019

Time: 10:02 am

Page: 3

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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198308	09/19/2019	Reconciled		0190	COLONIAL LIFE & ACCIDENTS, INC	SEC 125- PRE TAX & POST TAX	2,772.80
198309	09/19/2019	Reconciled		0216	DELTA DENTAL	DENTAL INS COBRA PREMIUM-REG	2,658.26
198310	09/19/2019	Reconciled		0389	DELTA DENTAL INS	HMO DENTAL INS	189.22
198311	09/19/2019	Reconciled		0441	GOLDEN STATE WATER CO.	UTILITIES SVCS 7/31/19-9/3/19	14,162.40
198312	09/19/2019	Reconciled		5503	JA'VONDA JONES	INSTRUCTOR SVCS-SEPT 2019	119.00
198313	09/19/2019	Printed		5068	MAILFINANCE INC	MAIL MACH SVC 10/1/19-12/31/19	712.16
198314	09/19/2019	Reconciled		0337	MANAGED HEALTH NETWORK	EMP ASSIST PROGRAM SEP-19	94.05
198315	09/19/2019	Reconciled		5112A	NEOFUNDS BY NEOPOST	POSTAGE REFILL 8/14 & 8/27/19	1,000.00
198316	09/19/2019	Reconciled		2002	THE STANDARD, UNIT 22	LIFE INS, AD&D, & LTD PREMIUMS	1,563.75
198317	09/19/2019	Printed		7363	TOTAL PET CARE LLC	REFUND DEPOSIT SPR 19-62	1,813.61
198318	09/19/2019	Printed		3672-ASD	U.S. BANK	CREDIT CARD CHARGES-ASD	562.84
198319	09/19/2019	Printed		3672-PWD	U.S. BANK	CREDIT CARD CHARGES-PWD	878.87
198320	09/19/2019	Reconciled		0479	VISION SERVICE PLAN	COBRA PREM-SEPT 2019	1,007.25
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198341	10/07/2019	Void	09/25/2019			Void Check	0.00
198342	10/07/2019	Void	09/25/2019			Void Check	0.00
198343	10/07/2019	Void	09/25/2019			Void Check	0.00
198344	10/07/2019	Void	09/25/2019			Void Check	0.00
198345	10/07/2019	Void	09/25/2019			Void Check	0.00
198346	10/07/2019	Printed		2615	A-THRONE CO., INC	PORTABLE RESTRMS 9/11-10/8/19	95.11
198347	10/07/2019	Printed		7263	ACCOUNTING PRINCIPALS INC	TEMP SVCS-WK END 9/1 & 9/8/19	1,641.60
198348	10/07/2019	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSS GUARD 8/25-9/7/19	4,769.39
198349	10/07/2019	Printed		6915	AMERICAN POWER SECURITY SVCS	SECURITY SVS 11/7/19-11/12/19	1,979.50

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Date: 09/26/2019

Time: 10:02 am

Page: 4

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							
198350	10/07/2019	Printed		5394	ANIMAL MEDICAL CENTER	VET SERVICES 8/13/19 & 8/21/19	472.50
198351	10/07/2019	Printed		0372C	AT & T - CALNET3	PHONE CHARGES 8/13/19-09/12/19	1,663.81
198352	10/07/2019	Printed		6922	SVETLANA AVERBUKH	INSTRUCTOR SVCS ZUMBA AUG 2019	975.00
198353	10/07/2019	Printed		7361	ANAS A AZAM	REFUND GREVILLEA AVE IMPROV	75.00
198354	10/07/2019	Printed		7373	HASHIM BHAIYAT	SECURITY DEPOSIT 9/21/19	750.00
198355	10/07/2019	Printed		0614	BLUEPRINT SERVICE & SUPPLY CO.	GREVILLEA AVE. IMP CDGB SBI	367.57
198356	10/07/2019	Printed		0142	BOULEVARD FLORIST	0460410 CHRIS WILSON	90.96
198357	10/07/2019	Printed		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL & LIGHTING SUPPLIES	317.55
198358	10/07/2019	Printed		7223	CHRISTINA CARROLL	PRSSC COMMISSIONER STIPEND	100.00
198359	10/07/2019	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVS	4,550.00
198360	10/07/2019	Printed		0615	CLEANSTREET	ST SWEEPING SVCS 8/2019	15,830.00
198361	10/07/2019	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE MAINT SVCS	18,989.27
198362	10/07/2019	Printed		4066	DAILY BREEZE	NIB GREVILLEA AVE IMP CDBG SB1	499.30
198363	10/07/2019	Printed		0218	DEPARTMENT OF JUSTICE	(3) FINGERPRINT APPLICANT	96.00
198364	10/07/2019	Printed		7360	HA DOUNG	CONS. & DEMO DEBRIS DEPOSIT	10,028.00
198365	10/07/2019	Printed		7369	FINAL TOUCH CO	REFUND CONS DEMO	390.00
198366	10/07/2019	Printed		7365	TERESA GARCIA	SPR-18-129 DEP 4616 W 153RD ST	860.48
198367	10/07/2019	Printed		7368	JOSE A GONZALEZ	REFUND CONS DEMO DEBRIS	45.00
198368	10/07/2019	Printed		3377	H F & H CONSULTANTS, LLC	SOLID WASTE RFP 7/1-7/31/19	21,564.58
198369	10/07/2019	Printed		4796	ERICA HARBISON	PRSSC COMSR STIPEND9/9&9/23/19	100.00
198370	10/07/2019	Printed		6557	HAWTHORNE HARDWARE	3 KEYS CABLE TV DEPT	8.24
198371	10/07/2019	Printed		6051	INFANTE BROS LAWNMOVER SHOP	4 CHAINSAWS & 11 SHAPERNERS	182.80
198372	10/07/2019	Printed		0211	L.A. NEWSPAPER GROUP	LEGAL AD 8/5 & 8/14	417.50
198373	10/07/2019	Printed		7348	LA COUNTY SHERIFF'S DEPT	2019 4TH OF JULY FIREWORKS SUP	9,409.71
198374	10/07/2019	Printed		7362	LA UNIFORMS & TAILORING	COBMEX SWEATER ZIP FRONT	754.95
198375	10/07/2019	Printed		7366	ANGELA LAM	SPR 19-01 DEP 4724 W 161ST ST	1,035.48
198376	10/07/2019	Printed		0323	LEGACY TRAVEL & TOURS	DEPOSIT FOR SENIOR TRAVEL TRIP	2,400.00
198377	10/07/2019	Printed		7371	APRIL L LIWANAG	SECURITY DEPOSIT 9/14/19	750.00
198378	10/07/2019	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SVCS JULY 2019	515,957.76
198379	10/07/2019	Printed		7247	MUROW CM	INGLEWOOD AVE. IMP PROJECT	20,108.75
198380	10/07/2019	Printed		4566	MYERS & SONS HI WAY SAFETY INC	ANNUAL TRAFFIC CONES	1,501.38
198381	10/07/2019	Printed		7219	NINYO & MOORE GEOTECHNICAL &	ASMNT SOIL INVESTIGATION TANK	6,101.00
198382	10/07/2019	Printed		6815	OOH LA-LA FACE PAINTING	FACE PAINTER 10/31 4-8PM	595.00
198383	10/07/2019	Printed		1140	PACIFIC TIRE SERVICE	BACKHOE TIRE REPAIR	290.00
198384	10/07/2019	Printed		6326	PACKAGE PRODUCTS & SERVICES IN	ANNUAL OPRA WORK ORDER SYSTEM	7,030.56
198385	10/07/2019	Printed		3781	PARS	FY 19-20 ADM FEES/PARS	7,200.00
198386	10/07/2019	Printed		7047	PRECISION AUTO CARE, INC	CSD VEHICLE MAINTENANCE	113.95
198387	10/07/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	PUBLIC WORKS MNT UNIFORM CREW	78.72
198388	10/07/2019	Printed		3915	QUALITY CODE PUBLISHING LLC	SUPPLEMENT 69	1,751.75
198389	10/07/2019	Printed		5895	RICOH USA INC	COPIER 8/1-8/31/19 MPC6502SP	1,109.86
198390	10/07/2019	Printed		6698	SHIRLEY RUDOLPH	PRSSC COMSR STIPEND 9/23/19	50.00
198391	10/07/2019	Printed		7372	SYLVIA M SALAZAR	SECURITY DEPOSIT RENTAL9/21/19	500.00
198392	10/07/2019	Printed		1071	SHOETERIA	3 STEEL BOOTS PWD	270.00
198393	10/07/2019	Printed		2051	MADONNA SITKA	PRSSC COMR STIPEND 9/9&9/23/19	100.00

Check Register Report

Date: 09/26/2019
 Time: 10:02 am
 Page: 5

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							
198394	10/07/2019	Printed		6759	SMARTHIRE	NEW HIRE BCKGRND CK8/1-8/31/19	87.00
198395	10/07/2019	Printed		7367	JOSEPH C SNEAD	REFUND CONS AND DEMO DEBRIS	210.00
198396	10/07/2019	Printed		7364	SUBCOM PROPERTIES	SPR 18-97 DEP 4430-4432 W168TH	1,298.65
198397	10/07/2019	Printed		0849	THE SAFEMART OF SO CAL INC	6 KEYS CSD	28.47
198398	10/07/2019	Printed		7370	EDITH URZUA	SECURITY DEP REFUND 9/14/19	500.00
198399	10/07/2019	Printed		0480	VISTA PAINT	GRAFFITI PAINT SUPPLIES	426.49
198400	10/07/2019	Printed		6697	DANIEL T WOODS	PRSSC COMSR STIPEND 9-19-19	50.00
198401	10/07/2019	Printed		1843	ZEP SALES AND SERVICE	ANNUAL CUSTODIAL SUPPLIES	487.23
Total Checks: 184						Checks Total (excluding void checks):	850,120.57
Total Payments: 184						Bank Total (excluding void checks):	850,120.57
Total Payments: 184						Grand Total (excluding void checks):	850,120.57

Edit List of Invoices - Summary

Date: 08/29/2019

Time: 2:39 pm

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71686	AT & T - CALNET3		08/29/2019		08/13/2019	PHONE CHARGES 07/13-08/12/19	
		000013479852					40.38
71687	AT & T - CALNET3		08/29/2019		07/13/2019	PHONE CHARGES 07/13-8/12/19	
		000013479872					1,648.91
						Vendor Total:	1,689.29
71691	FRONTIER COMMUNICATIONS		08/29/2019		08/19/2019	PHONE CHARGES 8/19-9/18/19	
		08/19/2019					81.90
						Vendor Total:	81.90
71684	GOLDEN STATE WATER CO.		08/29/2019		08/07/2019	UTILITIES-WATER SERVICES	
		07/08/19-08/12/19					1,875.60
						Vendor Total:	1,875.60
71668	I. C. M. A.		08/29/2019		06/24/2019	JOB AD CHIEF ADM OFF/EXE DIR	
		281967					600.00
						Vendor Total:	600.00
69372	JOHN MARTINEZ		12/17/2018	00016941	11/14/2018	PLANNING COMMISSION STIPEN	
		11/14/2018					50.00
69373	JOHN MARTINEZ		12/17/2018	00016941	11/28/2018	PLANNING COMMISSION STIPEN	
		11/28/2018					50.00
71671	JOHN MARTINEZ		08/29/2019		07/12/2019	REFUND BANK FEE 11/14&28/201	
		07-12-2019					12.00
						Vendor Total:	112.00
71672	LAYNE NATALE		08/29/2018		08/27/2019	SR FITNESS INSTRUCTOR AUG-1	
		8-2019					260.00
						Vendor Total:	260.00
71674	MARC SALDANA		08/29/2019		08/28/2019	SR TAI CHI INSTRUCTOR AUG-19	
		AUGUST 2019					520.00
						Vendor Total:	520.00
71685	SOUTHERN CALIFORNIA EDISON CO.		08/29/2019		08/14/2019	UTILITIES - ELECTRICITY SVCS	
		08/14/19-08/24/19					145.48
						Vendor Total:	145.48
71688	SOUTHERN CALIFORNIA GAS CO.		08/29/2019		07/19/2019	UTILITY GAS CHARGES	
		07/16/19-08/14/19					53.19
						Vendor Total:	53.19
71673	STATE CONTROLLER'S OFFICE		08/29/2019		08/22/2019	2019 CITYWIDE AUDIT STATE RE	
		082219					150.00
						Vendor Total:	150.00
71689	TIME WARNER CABLE		08/29/2019		08/20/2019	PW-FIBER OPTICS COMM	
		0033083082019					105.23
71690	TIME WARNER CABLE		08/29/2019		08/18/2019	CABLE BROADCAST-CITY HALL	
		0004993081819					191.77
						Vendor Total:	297.00
71675	TRAVEL TECH TOURS		08/29/2019	0017203A	08/22/2019	SR TRAVEL CLUB TRIP 9-13-19	
		082219					4,085.00
						Vendor Total:	4,085.00
71683	U.S. BANK		08/29/2019		08/22/2019	CREDIT CARD CHARGES	
		08222019					10.75
						Vendor Total:	10.75

Edit List of Invoices - Summary

Date: 08/29/2019

Time: 2:39 pm

Page: 2

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount	
71679	U.S. BANK	1323	08/29/2019		08/22/2019	CREDIT CARD CHARGES	48.53	
71680	U.S. BANK	08/22/2019	08/29/2019		08/22/2019	CREDIT CARD CHARGES	279.16	
71681	U.S. BANK	08/22/2019A	08/29/2019		08/22/2019	CREDIT CARD CHARGES	451.64	
71682	U.S. BANK	08/22/2019B	08/29/2019		08/22/2019	CREDIT CARD CHARGES	910.12	
						Vendor Total:	1,689.45	
71676	U.S. BANK	112900	08/29/2019		08/22/2019	CREDIT CARD CHARGES	18.00	
71677	U.S. BANK	23314345	08/29/2019		08/22/2019	CREDIT CARD CHARGES	290.62	
71678	U.S. BANK	08-22-19	08/29/2019		08/22/2019	CREDIT CARD CHARGES	806.45	
						Vendor Total:	1,115.07	
							Grand Total:	12,684.73
							Less Credit Memos:	0.00
							Net Total:	12,684.73
							Less Hand Check Total:	0.00
							Outstanding Invoice Total:	12,684.73

Total Invoices: 24

Edit List of Invoices - Summary

Date: 09/05/2019

Time: 10:24 am

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71692	AT & T		09/05/2019		08/25/2019	LONG DISTANCE SVCS-AUG 2019	14.84
		030-303-2084-001-08/25/19					<u>14.84</u>
						Vendor Total:	14.84
71693	BERICOM IT & DESIGN	632	09/05/2019	00017218	09/03/2019	NETWORK MAINT & COMPUTER :	11,931.28
							<u>11,931.28</u>
						Vendor Total:	11,931.28
71694	COUNTY OF LA DEPT OF PUBLIC WK		09/05/2019		06/20/2019	BLDG\SAFETY SVCS 4/1-4/30/19	23,754.72
		IN90000934					<u>23,754.72</u>
						Vendor Total:	23,754.72
71695	EMPLOYMENT DEVELOPMENT DEPT		09/05/2019		08/20/2019	UNEMPLOYMENT LIAB 4/1-6/30/19	8,023.60
		800-9796-7					<u>8,023.60</u>
						Vendor Total:	8,023.60
71696	FRONTIER COMMUNICATIONS		09/05/2019		08/28/2019	8/28/-9/27/19 ACCT #3106716930	171.43
		08/28/19					<u>171.43</u>
						Vendor Total:	171.43
71697	FRANCISO RODRIGUEZ		09/05/2019		04/05/2018	REFUND SPR 18-42 DEPOSIT	1,378.79
		F/68205					<u>1,378.79</u>
						Vendor Total:	1,378.79
71698	SOUTHERN CALIFORNIA EDISON CO.		09/05/2019		07/26/2019	UTILITIES ELECTRICITY	16,668.04
		07/26/19-8/27/19					<u>16,668.04</u>
						Vendor Total:	16,668.04
71699	THE SAFEMART OF SO CAL INC		09/05/2019		08/29/2019	DUP KEYS X1 2ND FLOOR RESTF	8.21
		91635					<u>8.21</u>
						Vendor Total:	8.21
71700	TIME WARNER CABLE		09/05/2019		08/24/2019	ACCT 8448 30 0033083	2,131.99
		0234046072419-0					<u>2,131.99</u>
						Vendor Total:	2,131.99
71701	U.S. BANK		09/05/2019		08/22/2019	CREDIT CARD CHARGES	149.04
		X9426-CMD--08/22/19					<u>149.04</u>
71702	U.S. BANK		09/05/2019		08/22/2019	CREDIT CARD CHARGES	1,575.00
		X1324-CMD-8/22/19					<u>1,575.00</u>
						Vendor Total:	1,724.04
Grand Total:							65,806.94
Less Credit Memos:							<u>0.00</u>
Net Total:							65,806.94
Less Hand Check Total:							<u>0.00</u>
Outstanding Invoice Total:							65,806.94
Total Invoices: 11							

Edit List of Invoices - Summary

Date: 09/11/2019

Time: 3:37 pm

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71703	ACCOUNTING PRINCIPALS INC	10723767	09/16/2019	00017217	08/25/2019	TEMP SVCS-WK END 8/25/19	1,094.40
						Vendor Total:	<u>1,094.40</u>
71705	AMERICAN SOCCER CO., INC.	6584103	09/16/2019		08/09/2019	6584109 BASKETBALL UNIFORM	29.10
						Vendor Total:	<u>29.10</u>
71704	AMERICAN STRUCTURAL PEST	11952	09/16/2019		09/04/2019	CSD 3RD FLR KITCHEN PEST 9/4	125.00
						Vendor Total:	<u>125.00</u>
71770	AMERICAN STRUCTURAL PEST	11951	09/16/2019		09/04/2019	CITYHALL KITCHEN SVC ROACHI	45.00
						Vendor Total:	<u>45.00</u>
71750	BELLAGIO CAR WASH	1040	09/16/2019		08/01/2019	MSD WASH 8/19 9 X \$5 EACH	45.00
71751	BELLAGIO CAR WASH	1040A	09/16/2019		08/01/2019	SHERIFF'S CAR WASH 8 X \$5	40.00
						Vendor Total:	<u>85.00</u>
71707	SYLVAIN BELLEMARE	F/74113	09/16/2019		08/12/2019	REFUND CONST DEMO DEPOSIT	180.00
						Vendor Total:	<u>180.00</u>
71724	BIG 10 INC.	ES11603	09/16/2019		08/28/2019	CSD/PARKS T-SHIRTS	814.50
						Vendor Total:	<u>814.50</u>
71723	BOULEVARD FLORIST	014582296	09/16/2019		09/03/2019	911 WREATH BANNER RBN 9/11/1'	164.55
						Vendor Total:	<u>164.55</u>
71767	CAPITAL OF SOUTH BAY INC.	417034	09/16/2019	00017178	09/09/2019	LIGHTING BULBS-MSD	57.49
						Vendor Total:	<u>57.49</u>
71708	GEORGE A. JR CLARK	F/73187	09/16/2019		05/20/2019	REFUND CONS DEMO DEPOSIT	1,200.00
						Vendor Total:	<u>1,200.00</u>
71738	COUNTY OF LA DEPT OF PUBLIC WK	PW-19081300257	09/16/2019	00017241	08/13/2019	INDUSTRL WASTE MAINT SVCS €	2,579.65
						Vendor Total:	<u>2,579.65</u>
71748	DEPT OF ANIMAL CARE & CONTROL	08/25/2019	09/16/2019	00017225	08/25/2019	ANIMAL CONTROL SVCS-7/19	683.05
						Vendor Total:	<u>683.05</u>
71725	DUNCAN, JOSHUA	5-2019	09/16/2019	00017264	08/25/2019	INSTRUCTOR FEES 06/24-07/31/1	1,839.60
71764	DUNCAN, JOSHUA	5362	09/16/2019	00017264	08/25/2019	INSTRUCTOR MARTIAL ART FEE	1,556.10
						Vendor Total:	<u>3,395.70</u>
71737	EMPIRE CLEANING SUPPLIES	1131130	09/16/2019	00017175	08/23/2019	MAINTENANCE SUPPLIES 113113	1,884.48
						Vendor Total:	<u>1,884.48</u>

Edit List of Invoices - Summary

Date: 09/11/2019

Time: 3:37 pm

Page: 2

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71761	KIMBERLY D. ESMOND		09/16/2019	00017266	08/27/2019	DANCE CLASS INSTRUCTOR SVC	1,836.80
		8/27/19					
71762	KIMBERLY D. ESMOND		09/16/2019		05/07/2019	SEC. DEP. REV. REFUND MN RM	750.00
						Vendor Total:	2,586.80
71773	FARMER BROTHERS CO.		09/16/2019		08/27/2019	COFFEE SERVICES	175.35
		69343371					
71774	FARMER BROTHERS CO.		09/16/2019		09/16/2019	COFFEE SERVICES	133.32
						Vendor Total:	308.67
71726	FEDEX		09/16/2019		08/23/2019	8/23/19 SHIPMENT TO C WILSON	44.20
		6-715-94557					
						Vendor Total:	44.20
71727	AMALEA FISHER		09/16/2019		08/01/2019	SENIOR FITNESS CLASSES YOG,	585.00
		AUGUST 2019					
						Vendor Total:	585.00
71771	GARDENA WELDING SUPPLY CO INC		09/16/2019		08/29/2019	HELIUM TANK REFILL-CSD	72.27
		95112136					
						Vendor Total:	72.27
71711	GRAINGER		08/14/2019		08/14/2019	TRAILOR HITCH PWPRESURE W/	96.46
		9263324528					
						Vendor Total:	96.46
71718	HAMDY SADEK DOUMA		09/16/2019		08/28/2019	REFUND DEPOSIT FULL 8/31/19	500.00
		74273					
						Vendor Total:	500.00
71712	HR DIRECT		09/16/2019		08/19/2019	RETIRE SVC PIN-MARIA GUERRA	39.01
		INV8029089					
						Vendor Total:	39.01
71713	JOBS AVAALABLE		09/16/2019		08/20/2019	SENIOR PLANNER POSTIN 8/20/1	409.50
		1918010					
						Vendor Total:	409.50
71763	KILGORE FITNESS SVC, LLC		09/16/2019		08/05/2019	COMM. CNTR FITNESS RM REPA	549.78
		1772					
						Vendor Total:	549.78
71722	LA COUNTY SHERIFF'S DEPT.		09/16/2019		08/28/2019	SECURITY SVC 8/2/19	1,069.67
						Vendor Total:	1,069.67
71714	LA COUNTY SHERIFF'S DEPT		09/16/2019		08/14/2019	SECURITY SVC 7/20/19	951.24
		200007AL					
						Vendor Total:	951.24
71715	LA COUNTY SHERIFF'S DEPT		09/16/2019		08/21/2019	SECURITY SVC 7/13/19	376.85
		200006AL					
						Vendor Total:	376.85
71721	LA COUNTY SHERIFF'S DEPT		09/16/2019		08/28/2019	SECURITY SVC 8/10/19	1,069.67
		200214AL					
						Vendor Total:	1,069.67

Edit List of Invoices - Summary

Date: 09/11/2019

Time: 3:37 pm

Page: 3

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71749	LOS ANGELES COUNTY	200259CC	09/16/2019		08/16/2019	HEARING OFFICER FEES	20.00
						Vendor Total:	20.00
71743	JOHN MARTINEZ	08/14/2019	09/16/2019	00017206	08/14/2019	PLANNING COMMISSION STIPEN	50.00
						Vendor Total:	50.00
71736	MINUTEMAN PRESS OF GARDENA	17680	09/16/2019	00017200	08/27/2019	BUSINESS CARD JOB33311 8/27/'	55.44
						Vendor Total:	55.44
71745	UFFE MOLLER	08/14/2019	09/16/2019	00017207	09/16/2019	PLANNING COMMISSION STIPEN	50.00
						Vendor Total:	50.00
71752	OFFICE DEPOT	369694931001	09/16/2019		08/28/2019	OFFICE SUPPLIES-CSD	50.63
71753	OFFICE DEPOT	359751925001	09/16/2019		08/12/2019	OFFICE SUPPLIES-PWD	40.11
71754	OFFICE DEPOT	336887724001	09/16/2019		07/02/2019	OFFICE SUPPLIES-CSD	-16.53
71755	OFFICE DEPOT	369695184001	09/16/2019		08/28/2019	OFFICE SUPPLIES-CSD	19.38
71756	OFFICE DEPOT	368356478001	09/16/2019		08/27/2019	OFFICE SUPPLIES-CDD	55.16
71757	OFFICE DEPOT	369290511001	09/16/2019		08/28/2019	OFFICE SUPPLIES-FIN	44.08
71758	OFFICE DEPOT		09/16/2019		08/29/2019	OFFICE SUPPLIES-FIN	1,091.14
71759	OFFICE DEPOT	369292096001	09/16/2019		08/27/2019	OFFICE SUPPLIES-FIN	681.46
71760	OFFICE DEPOT	371470906001	09/16/2019		08/30/2019	OFFICE SUPPLIES-CSD	76.04
						Vendor Total:	2,041.47
71739	PCM-G INC	900565844	09/16/2019	00017216	08/13/2019	HP-PRO DESK 400 G5 MICROTOV	11,207.44
						Vendor Total:	11,207.44
71728	PERRY MAILING SERVICES	14371	09/16/2019		08/14/2019	MAILING LETTER SHOP SVS	970.74
						Vendor Total:	970.74
71729	PRUDENTIAL OVERALL SUPPLY	42437531	09/16/2019		08/27/2019	UNIFORM CLEANING 8/27/19	39.36
71730	PRUDENTIAL OVERALL SUPPLY	42431033	09/16/2019		08/06/2019	WKLY MOP/TOWEL SVCS 8/6/19	8.00
71731	PRUDENTIAL OVERALL SUPPLY	42433170	09/16/2019		08/13/2019	WKLY MOP/TOWEL SVCS 8/13/19	8.00
71732	PRUDENTIAL OVERALL SUPPLY	42435230	09/16/2019		08/20/2019	WKLY MOP/TOWEL SVCS 8/20/19	8.00
71733	PRUDENTIAL OVERALL SUPPLY	42437530	09/16/2019		08/27/2019	WKLY MOP/TOWELS SVCS 8/27/1	8.00
71740	PRUDENTIAL OVERALL SUPPLY	42435231	09/16/2019		08/20/2019	UNIFORM CLEANING SVC 8/20/19	39.36
71765	PRUDENTIAL OVERALL SUPPLY	42439477	09/16/2019	00017174	09/03/2019	UNIFORM PUBLIC WORKS CREW	39.36
						Vendor Total:	150.08
71734	RICOH USA INC	9027571373	09/16/2019	00017228	08/19/2019	COPIER SVCS SEPT 2019	2,142.66
						Vendor Total:	2,142.66

Edit List of Invoices - Summary

Date: 09/11/2019

Time: 3:37 pm

Page: 4

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71744	CARLA L ROSE-PRYOR	08/14/2019	09/16/2019	00017209	08/14/2019	PLANNING COMMISSION STIPEN	50.00
						Vendor Total:	<u>50.00</u>
71735	S & S WORLDWIDE, INC.	IN100244938	09/16/2019		08/23/2019	PEE WEE SPORTS GAME SUPPL	368.07
						Vendor Total:	<u>368.07</u>
71716	JOSE SANCHEZ	72018	09/16/2019		08/14/2019	REFUND SECURITY DEPOSIT7/20	98.76
						Vendor Total:	<u>98.76</u>
71720	DAN SHINER	F/71085	09/16/2019		12/18/2019	DEP. CONS. DEMOLITION DEBRIS	3,000.00
						Vendor Total:	<u>3,000.00</u>
71742	SHOETERIA	0144881-IN	09/16/2019	00017180	08/20/2019	STEEL TOE BOOTS 2 PAIRS	231.57
						Vendor Total:	<u>231.57</u>
71717	FAHAD AHMED SIDDIQUI	74038	09/16/2019		08/01/2019	REFUND SECURITY DEPOSIT8/23	500.00
						Vendor Total:	<u>500.00</u>
71746	SCOTT SMITH	08/14/2019	09/16/2019	00017208	08/14/2019	PLANNING COMMISSION STIPEN	50.00
						Vendor Total:	<u>50.00</u>
71741	SOUTH BAY LANDSCAPING INC		09/16/2019		07/10/2019	MAIN LINE IRRIGATION 145TH	784.00
71772	SOUTH BAY LANDSCAPING INC	19121	09/16/2019		08/31/2019	LANDSCAPING AUG-19	18,775.00
						Vendor Total:	<u>19,559.00</u>
71766	SUPERCO SPECIALTY PRODUCTS	PSI303062	09/16/2019	00017195	08/16/2019	GRAFFITI SUPPLIES	412.30
						Vendor Total:	<u>412.30</u>
71769	TELECOM LAW FIRM, P.C.	6949	09/16/2019		08/27/2019	PHONE CALL SWF TRN SEAN MC	192.00
						Vendor Total:	<u>192.00</u>
71719	SARITHA THAMPAN	72091	09/16/2019		02/19/2019	REFUND SECURITY DEPOSIT 8/31	1,000.00
						Vendor Total:	<u>1,000.00</u>
71706	AISHA BIBI AKBER TOOTLA		09/16/2019		08/21/2019	REFUND SECURITY DEPOSIT7/13	223.15
						Vendor Total:	<u>223.15</u>
71768	UNDERGROUND SERVICE ALERT SC	9518088112	09/16/2019	00017257	09/01/2019	45 DIG ALERT TICKETS MAINT	84.25
						Vendor Total:	<u>84.25</u>
71747	MARTHA ZAMBRANO	003	09/16/2019		09/03/2019	FOLKLORIC INSTRUCTOR FEES	1,543.50
						Vendor Total:	<u>1,543.50</u>

Edit List of Invoices - Summary

Date: 09/11/2019

Time: 3:37 pm

Page: 5

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Grand Total:	65,014.00
						Less Credit Memos:	-16.53
						Net Total:	64,997.47
						Less Hand Check Total:	0.00
						Outstanding Invoice Total:	64,997.47

Total Invoices: 70

Edit List of Invoices - Summary

Date: 09/12/2019

Time: 4:22 pm

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
71777	KIMBERLY D. ESMOND	082719	09/12/2019		08/27/2019	BALLET JAZZ INSTRUCTOR FEES	1,836.80
						Vendor Total:	<u>1,836.80</u>
71775	FUN EXPRESS	697798619-01	09/12/2019		08/27/2019	2019 HALLOWEEN SUPPLIES-CSI	424.40
						Vendor Total:	<u>424.40</u>
71776	JA'VONDA JONES	8A	09/12/2019		08/30/2019	INSTRUCTOR FEES-AUG 2019	854.00
						Vendor Total:	<u>854.00</u>
71785	THOMAS LYNARD NIETO	INV0009	09/12/2019		08/31/2019	INSTALL OUTLET/BREAKER CSD	890.00
						Vendor Total:	<u>890.00</u>
71778	KELLY RAMIREZ	F/73073	09/12/2019		05/07/2019	REFUND SECURITY DEPOSIT 9/7.	750.00
						Vendor Total:	<u>750.00</u>
71779	SOUTHERN CALIFORNIA EDISON CO.	08/01/19-09/01/19	09/12/2019		09/04/2019	UTILITY ELECTRICITY8/1-9/1/19	1,530.79
						Vendor Total:	<u>1,530.79</u>
71780	SOUTHERN CALIFORNIA GAS CO.	08/01/19-08/30/19	09/12/2019		08/23/2019	UTILITY GAS 8/1/19-8/30/19	1,182.38
						Vendor Total:	<u>1,182.38</u>
71782	U.S. BANK VOYAGER FLEET SYS	08/24/2019-CSD	09/12/2019		08/24/2019	VEH FLEET CHARGES-CSD	445.03
71784	U.S. BANK VOYAGER FLEET SYS	08/24/2019-MSD	09/12/2019		08/24/2019	VEH FLEET CHARGES-MSD	957.03
71786	U.S. BANK VOYAGER FLEET SYS	08/24/19-PWD	09/12/2019	00017194	08/24/2019	VEH FLEET FUEL-PWD	1,533.58
						Vendor Total:	<u>2,935.64</u>
71781	U.S. BANK	08-22-19	09/12/2019		08/22/2019	CREDIT ACCT CHARGES-MSD	1,830.12
						Vendor Total:	<u>1,830.12</u>
71783	VERIZON WIRELESS	842011567-00001	09/12/2019		08/03/2019	M2M ACCT SHARE DATA 09/02/20	25.02
						Vendor Total:	<u>25.02</u>

Grand Total:	12,259.15
Less Credit Memos:	<u>0.00</u>
Net Total:	12,259.15
Less Hand Check Total:	<u>0.00</u>
Outstanding Invoice Total:	12,259.15

Total Invoices: 12

Edit List of Invoices - Summary

Date: 09/19/2019

Time: 4:00 pm

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
71805	ALLIANT INSURANCE SERVICES	41019	09/19/2019		01/01/2019	INSURANCE 01/01/19-03/31/19	2,369.00
						Vendor Total:	<u>2,369.00</u>
71832	COLONIAL LIFE & ACCIDENTS, INC	7421597-0901628	09/19/2019		09/01/2019	SEC 125- PRE TAX & POST TAX	2,772.80
						Vendor Total:	<u>2,772.80</u>
71829	DELTA DENTAL INS	BE00 3531547	09/19/2019		09/01/2019	HMO DENTAL INS	189.22
		9/01/19				Vendor Total:	<u>189.22</u>
71827	DELTA DENTAL	BE00 3468340A	09/19/2019		09/01/2019	DENTAL INS COBRA PREMIUM-RE	2,658.26
						Vendor Total:	<u>2,658.26</u>
71802	GOLDEN STATE WATER CO.	07/31/19-09/03/19	09/19/2019		09/06/2019	UTILITIES SVCS 7/31/19-9/3/19	14,162.40
						Vendor Total:	<u>14,162.40</u>
71806	JA'VONDA JONES	9.1	09/19/2019		09/08/2019	INSTRUCTOR SVCS-SEPT 2019	119.00
						Vendor Total:	<u>119.00</u>
71818	MAILFINANCE INC	N7894378	09/19/2019		08/31/2019	MAIL MACH SVC 10/1/19-12/31/19	712.16
						Vendor Total:	<u>712.16</u>
71830	MANAGED HEALTH NETWORK	PRM-042610	09/19/2019		09/01/2019	EMP ASSIST PROGRAM SEP-19	94.05
						Vendor Total:	<u>94.05</u>
71813	NEOFUNDS BY NEOPOST	7900044080194966B	09/19/2019		08/28/2019	POSTAGE REFILL 8/14 & 8/27/19	1,000.00
						Vendor Total:	<u>1,000.00</u>
71831	THE STANDARD, UNIT 22	SEPTEMBER-19	09/19/2019		09/01/2019	LIFE INS, AD&D, & LTD PREMIUM!	1,563.75
						Vendor Total:	<u>1,563.75</u>
71821	TOTAL PET CARE LLC	F/73657	09/19/2019		06/27/2019	REFUND DEPOSIT SPR 19-62	1,813.61
						Vendor Total:	<u>1,813.61</u>
71819	U.S. BANK	08-22-19	09/19/2019		08/22/2019	CREDIT CARD CHARGES-ASD	562.84
						Vendor Total:	<u>562.84</u>
71810	U.S. BANK	8-22-2019	09/19/2019		08/22/2019	CREDIT CARD CHARGES-PWD	212.67
71834	U.S. BANK	8-22-19	09/19/2019	00017181	08/22/2019	CREDIT CARD CHARGES-PWD	666.20
						Vendor Total:	<u>878.87</u>
71828	VISION SERVICE PLAN	807345454	09/19/2019		08/19/2019	VISION PREMIUM-SEPT 2019	964.27
71833	VISION SERVICE PLAN	807358872	09/19/2019		08/20/2019	COBRA PREM-SEPT 2019	42.98
						Vendor Total:	<u>1,007.25</u>

Edit List of Invoices - Summary

Date: 09/19/2019

Time: 4:00 pm

Page: 2

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
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Grand Total: 29,903.21

Less Credit Memos: 0.00

Net Total: 29,903.21

Less Hand Check Total: 0.00

Outstanding Invoice Total: 29,903.21

Total Invoices: 16

Edit List of Invoices - Summary

Date: 09/25/2019

Time: 4:16 pm

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71800	ACCOUNTING PRINCIPALS INC	10746620 & 10755603	10/07/2019		09/01/2019	TEMP SVCS-WK END 9/1 & 9/8/19	1,641.60 Vendor Total: 1,641.60
71807	ALL CITY MANAGEMENT SVCS, INC	63280	10/07/2019		09/11/2019	SCHOOL CROSS GUARD 8/25-9/7.	4,769.39 Vendor Total: 4,769.39
71801	AMERICAN POWER SECURITY SVCS	101US	10/07/2019		09/11/2019	SECURITY SVS 11/7/19-11/12/19	1,979.50 Vendor Total: 1,979.50
71836	ANIMAL MEDICAL CENTER	8-13-19 & 8-21-19	10/07/2019		08/13/2019	VET SERVICES 8/13/19 & 8/21/19	472.50 Vendor Total: 472.50
71877	AT & T - CALNET3	000013620244	10/07/2019		09/13/2019	PHONE SERVICES 8/13/19-9/12/19	1,624.69
71878	AT & T - CALNET3	000013620244A	10/07/2019		09/13/2019	PHONE CHARGES 8/13/19-09/12/19	39.12 Vendor Total: 1,663.81
71808	A-THRONE CO., INC	599118	10/07/2019		09/11/2019	PORTABLE RESTRMS 9/11-10/8/19	95.11 Vendor Total: 95.11
71873	SVETLANA AVERBUKH	2019-06Y	10/07/2019	00017275	09/16/2019	INSTRUCTOR SVCS JUNE 2019	195.00
71874	SVETLANA AVERBUKH	2019-07Y	10/07/2019	00017275	09/16/2019	INSTRUCTOR SVCS JULY 2019	260.00
71875	SVETLANA AVERBUKH	2019-08Y	10/07/2019	00017275	09/19/2019	INSTRUCTOR SVCS YOGA AUG 2	260.00
71876	SVETLANA AVERBUKH	2019-08YB	10/07/2019	00017275	09/16/2019	INSTRUCTOR SVCS ZUMBA AUG	260.00 Vendor Total: 975.00
71797	ANAS A AZAM	F/74397	10/07/2019		09/09/2019	REFUND GREVILLEA AVE IMPROV	75.00 Vendor Total: 75.00
71871	HASHIM BHAIYAT	F/74135	10/07/2019		08/13/2019	SECURITY DEPOSIT 9/21/19	750.00 Vendor Total: 750.00
71791	BLUEPRINT SERVICE & SUPPLY CO.	2268	10/07/2019		09/03/2019	GREVILLEA AVE. IMP CDGB SBI	367.57 Vendor Total: 367.57
71837	BOULEVARD FLORIST	01460410	10/07/2019		09/23/2019	0460410 CHRIS WILSON	90.96 Vendor Total: 90.96
71849	CAPITAL OF SOUTH BAY INC.	417335	10/07/2019	00017178	09/16/2019	ELECTRICAL & LIGHTING SUPPLI	317.55 Vendor Total: 317.55
71861	CHRISTINA CARROLL	9-23-19 & 9-23-19	10/07/2019	00017196	09/09/2019	PRSSC COMMISSIONER STIPEND	100.00 Vendor Total: 100.00

Edit List of Invoices - Summary

Date: 09/25/2019

Time: 4:16 pm

Page: 2

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71790	CASC ENGINEERING & CONSULTING	41085	10/07/2019		07/31/2019	NPDES PERMIT COMPLIANCE SV	4,550.00
						Vendor Total:	4,550.00
71812	CLEANSTREET	95165	10/07/2019		08/31/2019	ST SWEEPING SVCS 8/2019	15,830.00
						Vendor Total:	15,830.00
71795	COUNTY OF LA DEPT OF PUBLIC WK		10/07/2019		08/13/2019	TRAFFIC SIG MAIN SVC JUNE 20'	14,086.29
71843	COUNTY OF LA DEPT OF PUBLIC WK		10/07/2019	00017241	09/09/2019	INDUSTRIAL WASTE MAINT SVCS	4,902.98
						Vendor Total:	18,989.27
71859	DAILY BREEZE	0000451375	10/07/2019		08/31/2019	NIB GREVILLEA AVE IMP CDBG SI	499.30
						Vendor Total:	499.30
71815	DEPARTMENT OF JUSTICE	402821	10/07/2019		09/05/2019	(3) FINGERPRINT APPLICANT	96.00
						Vendor Total:	96.00
71796	HA DOUNG	F/70030	10/07/2019		09/05/2019	CONS. & DEMO DEBRIS DEPOSIT	10,028.00
						Vendor Total:	10,028.00
71840	FINAL TOUCH CO	F/74451	10/07/2019		09/12/2019	REFUND CONS DEMO	390.00
						Vendor Total:	390.00
71823	TERESA GARCIA	F/70868	10/07/2019		09/24/2019	SPR-18-129 DEP 4616 W 153RD S	860.48
						Vendor Total:	860.48
71839	JOSE A GONZALEZ	F/74290	10/07/2019		08/29/2019	REFUND CONS DEMO DEBRIS	45.00
						Vendor Total:	45.00
71811	H F & H CONSULTANTS, LLC	9716558	10/07/2019		08/15/2019	PROF SVCS 7/1-7/31/19	7,216.08
71825	H F & H CONSULTANTS, LLC	9716545	10/07/2019		08/15/2019	SOLID WASTE RFP 7/1-7/31/19	14,348.50
						Vendor Total:	21,564.58
71865	ERICA HARBISON	090919 & 092319	10/07/2019	00017198	09/09/2019	PRSSC COMSR STIPEND9/9&9/23	100.00
						Vendor Total:	100.00
71804	HAWTHORNE HARDWARE	414833	10/07/2019		08/27/2019	3 KEYS CABLE TV DEPT	8.24
						Vendor Total:	8.24
71851	INFANTE BROS LAWNMOVER SHOP	37544	10/07/2019		09/12/2019	4 CHAINSAWS & 11 SHAPERNER	182.80
						Vendor Total:	182.80
71854	L.A. NEWSPAPER GROUP		10/07/2019	00017210	08/31/2019	LEGAL AD 8/5 & 8/14	417.50
						Vendor Total:	417.50

Edit List of Invoices - Summary

Date: 09/25/2019

Time: 4:16 pm

Page: 3

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71799	LA COUNTY SHERIFF'S DEPT	200005AL	10/07/2019		08/14/2019	2019 4TH OF JULY FIREWORKS S	9,409.71
						Vendor Total:	9,409.71
71798	LA UNIFORMS & TAILORING		10/07/2019		07/20/2019	POLO SHIRTS CARGO PANTS BO	689.30
71835	LA UNIFORMS & TAILORING	2697, 2698, 2747 2432	10/07/2019		06/07/2019	COBMEX SWEATER ZIP FRONT	65.65
						Vendor Total:	754.95
71826	ANGELA LAM	F/71344	10/07/2019		01/02/2019	SPR 19-01 DEP 4724 W 161ST ST	1,035.48
						Vendor Total:	1,035.48
71809	LEGACY TRAVEL & TOURS	2642 & 2643	10/07/2019		09/08/2019	SENIOR TRAVEL CLUB TRIP DEP.	2,000.00
71869	LEGACY TRAVEL & TOURS	2644	10/07/2019		09/14/2019	DEPOSIT FOR SENIOR TRAVEL T	400.00
						Vendor Total:	2,400.00
71879	APRIL L LIWANAG	74158	10/07/2019		08/15/2019	SECURITY DEPOSIT 9/14/19	750.00
						Vendor Total:	750.00
71858	LOS ANGELES COUNTY	200049AL	10/07/2019		08/09/2019	PUBLIC SAFETY SVCS JULY 2019	515,957.76
						Vendor Total:	515,957.76
71803	MUROW CM	41901901CM4	10/07/2019		07/31/2019	INGLEWOOD AVE. IMP PROJECT	20,108.75
						Vendor Total:	20,108.75
71845	MYERS & SONS HI WAY SAFETY INC	93523	10/07/2019	00017177	09/11/2019	ANNUAL TRAFFIC CONES	1,501.38
						Vendor Total:	1,501.38
71792	NINYO & MOORE GEOTECHNICAL &	231042	10/07/2019		09/03/2019	ASMNT SOIL INVESTIGATION TAN	6,101.00
						Vendor Total:	6,101.00
71860	OOH LA-LA FACE PAINTING	103119	10/07/2019		08/05/2019	FACE PAINTER 10/31 4-8PM	595.00
						Vendor Total:	595.00
71787	PACIFIC TIRE SERVICE	113569	10/07/2019		09/09/2019	2 NEW TIRES FOR PWD TRUCK 5	270.00
71872	PACIFIC TIRE SERVICE	113739	10/07/2019		09/19/2019	BACKHOE TIRE REPAIR	20.00
						Vendor Total:	290.00
71855	PARS	43829	10/07/2019		09/16/2019	FY 19-20 ADM FEES/PARS	7,200.00
						Vendor Total:	7,200.00
71841	PRECISION AUTO CARE, INC	0085544	10/07/2019	00017212	09/13/2019	OIL CHANGE PWD VEHICLE # 481	77.20
71868	PRECISION AUTO CARE, INC	85538	10/07/2019	00017237	09/11/2019	CSD VEHICLE MAINTENANCE	36.75
						Vendor Total:	113.95

Edit List of Invoices - Summary

Date: 09/25/2019

Time: 4:16 pm

Page: 4

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71847	PRUDENTIAL OVERALL SUPPLY	42443707	10/07/2019	00017174	09/17/2019	PUBLIC WORKS MNT CREW UNIF	39.36
71848	PRUDENTIAL OVERALL SUPPLY	42441630	10/07/2019	00017174	09/10/2019	PUBLIC WORKS MNT UNIFORM C	39.36
						Vendor Total:	78.72
71853	QUALITY CODE PUBLISHING LLC	2019-339	10/07/2019	00017159	09/13/2019	SUPPLEMENT 69	1,751.75
						Vendor Total:	1,751.75
71816	RICOH USA INC	5057452146	10/07/2019		09/01/2019	3 COPIERS 8/1-8/31/19	951.61
71817	RICOH USA INC	5057452276	10/07/2019		09/01/2019	COPIER 8/1-8/31/19 MPC6502SP	158.25
						Vendor Total:	1,109.86
71866	SHIRLEY RUDOLPH	092319	10/07/2019	00017188	09/23/2019	PRSSC COMSR STIPEND 9/23/19	50.00
						Vendor Total:	50.00
71870	SYLVIA M SALAZAR	73638	10/07/2019		06/26/2019	SECURITY DEPOSIT RENTAL9/21,	500.00
						Vendor Total:	500.00
71856	SHOETERIA	0145496-IN	10/07/2019	00017180	09/13/2019	3 WORK BOOTS-PWD MAINT CRE	57.06
71857	SHOETERIA	0145496-INA	10/07/2019		09/13/2019	3 STEEL BOOTS PWD	212.94
						Vendor Total:	270.00
71867	MADONNA SITKA	090919 & 092319	10/07/2019	00017191	09/09/2019	PRSSC COMR STIPEND 9/9&9/23/	100.00
						Vendor Total:	100.00
71814	SMARTHIRE	47525	10/07/2019		08/01/2019	NEW HIRE BCKGRND CK8/1-8/31/	87.00
						Vendor Total:	87.00
71838	JOSEPH C SNEAD	F/74143	10/07/2019		08/14/2019	REFUND CONS AND DEMO DEBR	210.00
						Vendor Total:	210.00
71822	SUBCOM PROPERTIES	F/69588	10/07/2019		08/02/2019	SPR 18-97 DEP 4430-4432 W168TI	1,298.65
						Vendor Total:	1,298.65
71850	THE SAFEMART OF SO CAL INC	91433	10/07/2019		06/11/2019	6 KEYS CSD	28.47
						Vendor Total:	28.47
71862	EDITH URZUA	74123	10/07/2019		08/12/2019	SECURITY DEP REFUND 9/14/19	500.00
						Vendor Total:	500.00
71789	VISTA PAINT	2019-063221-00	10/07/2019		09/09/2019	GRAFFITI SUPPLIES	104.78
71844	VISTA PAINT	2019-076538-00	10/07/2019	00017183	09/17/2019	GRAFFITI PAINT SUPPLIES	321.71
						Vendor Total:	426.49

Edit List of Invoices - Summary

Date: 09/25/2019

Time: 4:16 pm

Page: 5

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
71864	DANIEL T WOODS	09919	10/07/2019	00017193	09/09/2019	PRSSC COMSR STIPEND 9-19-19	50.00
						Vendor Total:	<u>50.00</u>
71846	ZEP SALES AND SERVICE	9004558629	10/07/2019	00017190	09/11/2019	ANNUAL CUSTODIAL SUPPLIES	487.23
						Vendor Total:	<u>487.23</u>

Grand Total: 660,025.31

Less Credit Memos: 0.00

Net Total: 660,025.31

Less Hand Check Total: 0.00

Outstanding Invoice Total: 660,025.31

Total Invoices: 69

Edit List of Invoices - Summary

Date: 09/26/2019

Time: 9:15 am

Page: 1

City of Lawndale

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
71852	PACKAGE PRODUCTS & SERVICES IN	3312	09/26/2019	00017215	06/01/2019	ANNUAL OPRA WORK ORDER SY	7,030.56
						Vendor Total:	7,030.56

Grand Total: 7,030.56

Less Credit Memos: 0.00

Net Total: 7,030.56

Less Hand Check Total: 0.00

Outstanding Invoice Total: 7,030.56

Total Invoices: 1

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 1

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Fund: 100 General Fund							
Dept: 000							
100-000-450.100	Miscellaneous Re						
	AZAM/ANAS A//	F/74397	REFUND GREVILLEA AVE IMPI	198353	10/07/2019	10/07/2019	75.00
							<u>75.00</u>
						Total Dept. 000:	<u>75.00</u>
 Dept: 110 City Council							
100-110-510.100	Office Supplies						
	BOULEVARD FLORIST	014582296	911 WREATH BANNER, RBN 9/1	198253	09/16/2019	09/16/2019	164.55
	BOULEVARD FLORIST	01460410	0460410 CHRIS WILSON	198356	10/07/2019	10/07/2019	90.96
	U.S. BANK//	X9426-CMD-08/22/19	CREDIT CARD CHARGES	198245	09/05/2019	09/05/2019	149.04
							<u>404.55</u>
100-110-510.200	Reprographics						
	HR DIRECT	INV8029089	RETIRE SVC PIN-MARIA GUER	198267	09/16/2019	09/16/2019	39.01
							<u>39.01</u>
100-110-510.620	Travel/Meetings						
	U.S. BANK//	X1324-CMD-8/22/19	CREDIT CARD CHARGES	198245	09/05/2019	09/05/2019	1,425.00
							<u>1,425.00</u>
						Total Dept. City Council:	<u>1,868.56</u>
 Dept: 130 City Clerk							
100-130-510.200	Reprographics						
	QUALITY CODE PUBLISHING	2019-339	SUPPLEMENT 69	198388	10/07/2019	10/07/2019	1,751.75
							<u>1,751.75</u>
100-130-510.600	Staff Training & C						
	U.S. BANK//	X1324-CMD-8/22/19	CREDIT CARD CHARGES	198245	09/05/2019	09/05/2019	150.00
							<u>150.00</u>

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 2

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
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Total Dept. City Clerk: 1,901.75

Dept: 150 Administrative Svcs

100-150-510.800 Recruitment

DEPARTMENT OF JUSTICE	402821	(3) FINGERPRINT APPLICANT	198363	10/07/2019	10/07/2019	96.00
I. C. M. A.	281967	JOB AD CHIEF ADM OFF/EXE I	198223	08/29/2019	08/29/2019	600.00
JOBS AVAILABLE	1918010	SENIOR PLANNER POSTIN 8/2	198268	09/16/2019	09/16/2019	409.50
U.S. BANK///	08-22-19	CREDIT CARD CHARGES-ASD	198318	09/19/2019	09/19/2019	562.84
						1,668.34

Total Dept. Administrative Svcs: 1,668.34

Dept: 160 General Operations

100-160-510.100 Office Supplies

FARMER BROTHERS CO.///	69343371	COFFEE SERVICES	198261	09/16/2019	09/16/2019	175.35
MINUTEMAN PRESS OF GAF	17680	BUSINESS CARD JOB33311 8/	198276	09/16/2019	09/16/2019	55.44
						230.79

100-160-510.300 Postage

FEDEX	6-715-94557	8/23/19 SHIPMENT TO C WILSON	198262	09/16/2019	09/16/2019	44.20
NEOFUNDS BY NEOPOST	7900044080194966B	POSTAGE REFILL 8/14 & 8/27/19	198315	09/19/2019	09/19/2019	1,000.00
						1,044.20

100-160-515.100 Telecommunicati

AT & T	030-303-2084-001-08/25/19	LONG DISTANCE SVCS-AUG 2	198236	09/05/2019	09/05/2019	14.84
AT & T - CALNET3	000013479852	PHONE CHARGES 07/13-08/12	198219	08/29/2019	08/29/2019	40.38
AT & T - CALNET3	000013479872	PHONE CHARGES 07/13-8/12/19	198220	08/29/2019	08/29/2019	1,648.91
AT & T - CALNET3	000013620244	PHONE SERVICES 8/13/19-9/1/19	198351	10/07/2019	10/07/2019	1,624.69
AT & T - CALNET3	000013620244A	PHONE CHARGES 8/13/19-09/1/19	198351	10/07/2019	10/07/2019	39.12
FRONTIER COMMUNICATIO	08/19/2019	PHONE CHARGES 8/19-9/18/19	198221	08/29/2019	08/29/2019	81.90
FRONTIER COMMUNICATIO	08/28/19	8/28/-9/27/19 ACCT #310671693	198240	09/05/2019	09/05/2019	171.43

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 3

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	TIME WARNER CABLE	0033083082019	PW-FIBER OPTICS COMM	198231	08/29/2019	08/29/2019	105.23
	TIME WARNER CABLE	0004993081819	CABLE BROADCAST-CITY HAL	198230	08/29/2019	08/29/2019	191.77
	TIME WARNER CABLE	0234046072419-0	ACCT 8448 30 0033083	198244	09/05/2019	09/05/2019	2,131.99
	VERIZON WIRELESS	842011567-00001	M2M ACCT SHARE DATA 09/02	198306	09/12/2019	09/12/2019	25.02
							6,075.28
100-160-515.200	Electricity						
	SOUTHERN CALIFORNIA ED	08/14/19-08/24/19	UTILITIES - ELECTRICITY SVC	198227	08/29/2019	08/29/2019	31.27
	SOUTHERN CALIFORNIA ED	07/26/19-8/27/19	UTILITIES ELECTRICITY	198242	09/05/2019	09/05/2019	101.76
							133.03
100-160-515.300	Natural Gas						
	SOUTHERN CALIFORNIA GA	07/16/19-08/14/19	UTILITY GAS CHARGES	198228	08/29/2019	08/29/2019	16.17
	SOUTHERN CALIFORNIA GA	08/01/19-08/30/19	UTILITY GAS 8/1/19-8/30/19	198303	09/12/2019	09/12/2019	21.48
	SOUTHERN CALIFORNIA GA	08/01/19-08/30/19	UTILITY GAS 8/1/19-8/30/19	198303	09/12/2019	09/12/2019	134.08
							171.73
100-160-520.500	Equipment Rente						
	MAILFINANCE INC	N7894378	MAIL MACH SVC 10/1/19-12/31/19	198313	09/19/2019	09/19/2019	712.16
	RICOH USA INC	9027571373	COPIER SVCS SEPT 2019	198282	09/16/2019	09/16/2019	2,142.66
	RICOH USA INC	5057452146	3 COPIERS 8/1-8/31/19	198389	10/07/2019	10/07/2019	951.61
	RICOH USA INC	5057452276	COPIER 8/1-8/31/19 MPC6502S	198389	10/07/2019	10/07/2019	158.25
							3,964.68
100-160-525.600	Unemployment Ir						
	EMPLOYMENT DEVELOPME	800-9796-7	UNEMPLOYMENT LIAB 4/1-6/31/19	198239	09/05/2019	09/05/2019	8,023.60
							8,023.60
100-160-530.100	Contract Services						
	PARS	43829	FY 19-20 ADM FEES/PARS	198385	10/07/2019	10/07/2019	7,200.00
							7,200.00
100-160-530.800	Medical & Health						

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 4

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	SMARTHIRE///	47525	NEW HIRE BCKGRND CK8/1-8/	198394	10/07/2019	10/07/2019	87.00
							87.00
Total Dept. General Operations:							26,930.31
 Dept: 170 Cable Television							
100-170-540.200	Special Expense:						
	NIETO/THOMAS LYNARD//	INV0009	INSTALL OUTLET/BREAKER C:	198300	09/12/2019	09/12/2019	890.00
							890.00
Total Dept. Cable Television:							890.00
 Dept: 180 Information Systems							
100-180-530.100	Contract Services:						
	BERICOM IT & DESIGN	632	NETWORK MAINT & COMPUTE	198237	09/05/2019	09/05/2019	11,931.28
							11,931.28
100-180-550.400	Other Equipment						
	PCM-G INC	900565844	HP-PRO DESK 400 G5 MICRO1	198279	09/16/2019	09/16/2019	11,207.44
							11,207.44
Total Dept. Information Systems:							23,138.72
 Dept: 190 Finance							
100-190-510.100	Office Supplies						
	OFFICE DEPOT	369290511001	OFFICE SUPPLIES-FIN	198278	09/16/2019	09/16/2019	44.08
	OFFICE DEPOT		OFFICE SUPPLIES-FIN	198278	09/16/2019	09/16/2019	1,091.14
	OFFICE DEPOT	369292096001	OFFICE SUPPLIES-FIN	198278	09/16/2019	09/16/2019	681.46
							1,816.68
100-190-530.100	Contract Services:						
	STATE CONTROLLER'S OFFI	082219	2019 CITYWIDE AUDIT STATE I	198229	08/29/2019	08/29/2019	150.00
							150.00
100-190-530.210	Temporary Staffir						

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019
 Time: 9:59 am
 Page: 5

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	ACCOUNTING PRINCIPALS I	10723767	TEMP SVCS-WK END 8/25/19	198246	09/16/2019	09/16/2019	1,094.40
	ACCOUNTING PRINCIPALS I	10746620 & 10755603	TEMP SVCS-WK END 9/1 & 9/8	198347	10/07/2019	10/07/2019	1,641.60
							2,736.00
							Total Dept. Finance: 4,702.68
 Dept: 210 Police Services							
100-210-520.510	Equipment Maint						
	BELLAGIO CAR WASH	1040A	SHERIFF'S CAR WASH 8 X \$5	198250	09/16/2019	09/16/2019	40.00
							40.00
100-210-525.200	Liability Insuranc						
	LOS ANGELES COUNTY	200049AL	PUBLIC SAFETY SVCS JULY 20	198378	10/07/2019	10/07/2019	48,096.37
							48,096.37
100-210-530.700	County Sheriff Se						
	LOS ANGELES COUNTY	200049AL	PUBLIC SAFETY SVCS JULY 20	198378	10/07/2019	10/07/2019	457,871.39
							457,871.39
100-210-530.701	4th of July Suppr						
	LA COUNTY SHERIFF'S DEP	200005AL	2019 4TH OF JULY FIREWORK	198373	10/07/2019	10/07/2019	9,409.71
							9,409.71
							Total Dept. Police Services: 515,417.47
 Dept: 300 Municipal Services							
100-300-510.100	Office Supplies						
	U.S. BANK//	08-22-19	CREDIT ACCT CHARGES-MSD	198305	09/12/2019	09/12/2019	624.63
							624.63
100-300-510.500	Uniforms						
	LA UNIFORMS & TAILORING	2697, 2698, 2747	POLO SHIRTS CARGO PANTS	198374	10/07/2019	10/07/2019	689.30
	LA UNIFORMS & TAILORING	2432	COBMEX SWEATER ZIP FRON	198374	10/07/2019	10/07/2019	65.65
	U.S. BANK//	08-22-19	CREDIT ACCT CHARGES-MSD	198305	09/12/2019	09/12/2019	11.29

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 6

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							766.24
100-300-520.600	Vehicle Maintena						
	BELLAGIO CAR WASH	1040	MSD WASH 8/19 9 X \$5 EACH	198250	09/16/2019	09/16/2019	45.00
	U.S. BANK///	08-22-19	CREDIT ACCT CHARGES-MSD	198305	09/12/2019	09/12/2019	76.48
							121.48
100-300-520.610	Vehicle Fuel						
	U.S. BANK VOYAGER FLEET	08/24/2019-MSD	VEH FLEET CHARGES-MSD	198304	09/12/2019	09/12/2019	957.03
							957.03
100-300-530.100	Contract Services:						
	ANIMAL MEDICAL CENTER	8-13-19 & 8-21-19	VET SERVICES 8/13/19 & 8/21/	198350	10/07/2019	10/07/2019	472.50
	DEPT OF ANIMAL CARE & CI	08/25/2019	ANIMAL CONTROL SVCS-7/19	198257	09/16/2019	09/16/2019	683.05
	LOS ANGELES COUNTY	200259CC	HEARING OFFICER FEES	198274	09/16/2019	09/16/2019	20.00
							1,175.55
100-300-540.400	Special Events						
	AMERICAN POWER SECURI	101US	SECURITY SVS 11/7/19-11/12/1	198349	10/07/2019	10/07/2019	1,979.50
	U.S. BANK///	08-22-19	CREDIT ACCT CHARGES-MSD	198305	09/12/2019	09/12/2019	1,117.72
							3,097.22
Total Dept. Municipal Services:							6,742.15
Dept: 310 Public Works Admin.							
100-310-510.100	Office Supplies						
	FARMER BROTHERS CO.///		COFFEE SERVICES	198261	09/16/2019	09/16/2019	133.32
	OFFICE DEPOT	359751925001	OFFICE SUPPLIES-PWD	198278	09/16/2019	09/16/2019	40.11
							173.43
100-310-530.100	Contract Service:						
	PACKAGE PRODUCTS & SEI	3312	ANNUAL OPRA WORK ORDER	198384	09/26/2019	10/07/2019	2,343.52
							2,343.52

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 7

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Public Works Admin.:							2,516.95
Dept: 320 Grounds Maintenance							
100-320-510.500 Uniforms							
	PRUDENTIAL OVERALL SUP	42437531	UNIFORM CLEANING 8/27/19	198281	09/16/2019	09/16/2019	39.36
	PRUDENTIAL OVERALL SUP	42435231	UNIFORM CLEANING SVC 8/20	198281	09/16/2019	09/16/2019	39.36
	PRUDENTIAL OVERALL SUP	42439477	UNIFORM PUBLIC WORKS CR	198281	09/16/2019	09/16/2019	39.36
	PRUDENTIAL OVERALL SUP	42443707	PUBLIC WORKS MNT CREW U	198387	10/07/2019	10/07/2019	39.36
	PRUDENTIAL OVERALL SUP	42441630	PUBLIC WORKS MNT UNIFORMS	198387	10/07/2019	10/07/2019	39.36
	SHOETERIA	0144881-IN	STEEL TOE BOOTS 2 PAIRS	198287	09/16/2019	09/16/2019	231.57
	SHOETERIA	0145496-IN	3 WORK BOOTS-PWD MAINT (198392	10/07/2019	10/07/2019	57.06
	SHOETERIA	0145496-INA	3 STEEL BOOTS PWD	198392	10/07/2019	10/07/2019	212.94
							698.37
100-320-515.200 Electricity							
	SOUTHERN CALIFORNIA ED	08/14/19-08/24/19	UTILITIES - ELECTRICITY SVC	198227	08/29/2019	08/29/2019	32.22
	SOUTHERN CALIFORNIA ED	07/26/19-8/27/19	UTILITIES ELECTRICITY	198242	09/05/2019	09/05/2019	14,978.16
	SOUTHERN CALIFORNIA ED	08/01/19-09/01/19	UTILITY ELECTRICITY8/1-9/1/1	198302	09/12/2019	09/12/2019	229.12
							15,239.50
100-320-515.300 Natural Gas							
	SOUTHERN CALIFORNIA GA	07/16/19-08/14/19	UTILITY GAS CHARGES	198228	08/29/2019	08/29/2019	33.91
	SOUTHERN CALIFORNIA GA	08/01/19-08/30/19	UTILITY GAS 8/1/19-8/30/19	198303	09/12/2019	09/12/2019	1,026.82
							1,060.73
100-320-515.400 Water							
	GOLDEN STATE WATER CO.	07/08/19-08/12/19	UTILITIES-WATER SERVICES	198222	08/29/2019	08/29/2019	1,371.74
	GOLDEN STATE WATER CO.	07/31/19-09/03/19	UTILITIES SVCS 7/31/19-9/3/19	198311	09/19/2019	09/19/2019	8,912.61
							10,284.35
100-320-520.100 Maintenance Sup							
	EMPIRE CLEANING SUPPLIE	1131130	MAINTENANCE SUPPLIES 113	198259	09/16/2019	09/16/2019	1,884.48

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 8

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	HAWTHORNE HARDWARE	414833	3 KEYS CABLE TV DEPT	198370	10/07/2019	10/07/2019	8.24
	PRUDENTIAL OVERALL SUP	42431033	WKLY MOP/TOWEL SVCS 8/6/	198281	09/16/2019	09/16/2019	8.00
	PRUDENTIAL OVERALL SUP	42433170	WKLY MOP/TOWEL SVCS 8/13	198281	09/16/2019	09/16/2019	8.00
	PRUDENTIAL OVERALL SUP	42435230	WKLY MOP/TOWEL SVCS 8/20	198281	09/16/2019	09/16/2019	8.00
	PRUDENTIAL OVERALL SUP	42437530	WKLY MOP/TOWELS SVCS 8/2	198281	09/16/2019	09/16/2019	8.00
	SUPERCO SPECIALTY PROJ	PSI303062	GRAFFITI SUPPLIES	198291	09/16/2019	09/16/2019	412.30
	THE SAFEMART OF SO CAL	91433	6 KEYS CSD	198397	10/07/2019	10/07/2019	28.47
	U.S. BANK///	8-22-19	CREDIT CARD CHARGES-PWC	198319	09/19/2019	09/19/2019	102.68
	ZEP SALES AND SERVICE	9004558629	ANNUAL CUSTODIAL SUPPLIE	198401	10/07/2019	10/07/2019	487.23
							2,955.40
100-320-520.300	Grounds Mainten						
	AMERICAN STRUCTURAL PE	11951	CITYHALL KITCHEN SVC ROA	198248	09/16/2019	09/16/2019	45.00
	CAPITAL OF SOUTH BAY INC	417034	LIGHTING BULBS-MSD	198254	09/16/2019	09/16/2019	57.49
	CAPITAL OF SOUTH BAY INC	417335	ELECTRICAL & LIGHTING SUP	198357	10/07/2019	10/07/2019	317.55
	SOUTH BAY LANDSCAPING		MAIN LINE IRRIGATION 145TH	198290	09/16/2019	09/16/2019	784.00
	U.S. BANK///	8-22-19	CREDIT CARD CHARGES-PWC	198319	09/19/2019	09/19/2019	116.72
							1,320.76
100-320-520.510	Equipment Maint						
	GARDENA WELDING SUPPL	95112136	HELIUM TANK REFILL-CSD	198264	09/16/2019	09/16/2019	72.27
	GRAINGER	9263324528	TRAILOR HITCH PWPRESURE	198265	08/14/2019	09/16/2019	96.46
	INFANTE BROS LAWNMOVE	37544	4 CHAINSAWS & 11 SHAPERNI	198371	10/07/2019	10/07/2019	182.80
							351.53
100-320-520.600	Vehicle Maintena						
	PACIFIC TIRE SERVICE	113569	2 NEW TIRES FOR PWD TRUC	198383	10/07/2019	10/07/2019	270.00
	PACIFIC TIRE SERVICE	113739	BACKHOE TIRE REPAIR	198383	10/07/2019	10/07/2019	20.00
	U.S. BANK///	8-22-2019	CREDIT CARD CHARGES-PWC	198319	09/19/2019	09/19/2019	17.74
							307.74

100-320-530.100 Contract Services:

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 9

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	PACKAGE PRODUCTS & SEI	3312	ANNUAL OPRA WORK ORDER	198384	09/26/2019	10/07/2019	2,343.52
	SOUTH BAY LANDSCAPING	19121	LANDSCAPING AUG-19	198290	09/16/2019	09/16/2019	11,235.00
							13,578.52
100-320-540.200	Special Expense:						
	U.S. BANK///	8-22-19	CREDIT CARD CHARGES-PWI	198319	09/19/2019	09/19/2019	446.80
							446.80
Total Dept. Grounds Maintenance:							46,243.70
Dept: 330 Street Maintenance							
100-330-515.200	Electricity						
	SOUTHERN CALIFORNIA ED	08/14/19-08/24/19	UTILITIES - ELECTRICITY SVC	198227	08/29/2019	08/29/2019	71.67
	SOUTHERN CALIFORNIA ED	07/26/19-8/27/19	UTILITIES ELECTRICITY	198242	09/05/2019	09/05/2019	915.84
	SOUTHERN CALIFORNIA ED	08/01/19-09/01/19	UTILITY ELECTRICITY8/1-9/1/1	198302	09/12/2019	09/12/2019	573.91
							1,561.42
100-330-515.400	Water						
	GOLDEN STATE WATER CO.	07/08/19-08/12/19	UTILITIES-WATER SERVICES	198222	08/29/2019	08/29/2019	53.22
	GOLDEN STATE WATER CO.	07/31/19-09/03/19	UTILITIES SVCS 7/31/19-9/3/19	198311	09/19/2019	09/19/2019	4,679.02
							4,732.24
100-330-520.320	Landscape Maint						
	SOUTH BAY LANDSCAPING	19121	LANDSCAPING AUG-19	198290	09/16/2019	09/16/2019	7,540.00
							7,540.00
100-330-530.100	Contract Service:						
	PACKAGE PRODUCTS & SEI	3312	ANNUAL OPRA WORK ORDER	198384	09/26/2019	10/07/2019	2,343.52
	UNDERGROUND SERVICE A	9518088112	45 DIG ALERT TICKETS MAINT	198295	09/16/2019	09/16/2019	84.25
							2,427.77
Total Dept. Street Maintenance:							16,261.43

Dept: 340 Engineering

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 10

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
100-340-530.200	Professional Sen						
	TELECOM LAW FIRM, P.C.	6949	PHONE CALL SWF TRN SEAN	198292	09/16/2019	09/16/2019	192.00
							192.00
							192.00
							Total Dept. Engineering: 192.00
Dept: 410 Planning/Building Adm							
100-410-501.200	Salaries - Electer						
	MARTINEZ/JOHN//	11/14/2018	PLANNING COMMISSION STIP	198224	08/29/2019	08/29/2019	50.00
	MARTINEZ/JOHN//	11/28/2018	PLANNING COMMISSION STIP	198224	08/29/2019	08/29/2019	50.00
	MARTINEZ/JOHN//	07-12-2019	REFUND BANK FEE 11/14&28%	198224	08/29/2019	08/29/2019	12.00
							112.00
100-410-530.600	Building Safety S						
	COUNTY OF LA DEPT OF PU	IN90000934	BLDG\SAFETY SVCS 4/1-4/30/	198238	09/05/2019	09/05/2019	23,754.72
							23,754.72
							Total Dept. Planning/Building Admin: 23,866.72
Dept: 510 Community Services Pi							
100-510-515.300	Natural Gas						
	SOUTHERN CALIFORNIA GA	07/16/19-08/14/19	UTILITY GAS CHARGES	198228	08/29/2019	08/29/2019	3.11
							3.11
100-510-515.400	Water						
	GOLDEN STATE WATER CO.	07/31/19-09/03/19	UTILITIES SVCS 7/31/19-9/3/19	198311	09/19/2019	09/19/2019	570.77
							570.77
							Dept. Community Services Programs: 573.88
							Total Fund General Fund: 672,989.66

Fund: 201 Gas Tax Fund

Dept: 330 Street Maintenance

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 11

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
201-330-515.200	Electricity						
	SOUTHERN CALIFORNIA ED	08/14/19-08/24/19	UTILITIES - ELECTRICITY SVC	198227	08/29/2019	08/29/2019	10.32
	SOUTHERN CALIFORNIA ED	07/26/19-8/27/19	UTILITIES ELECTRICITY	198242	09/05/2019	09/05/2019	672.28
	SOUTHERN CALIFORNIA ED	08/01/19-09/01/19	UTILITY ELECTRICITY8/1-9/1/1	198302	09/12/2019	09/12/2019	727.76
							1,410.36
201-330-520.400	Street Mainten						
	MYERS & SONS HI WAY SAF	93523	ANNUAL TRAFFIC CONES	198380	10/07/2019	10/07/2019	1,501.38
	U.S. BANK///	8-22-2019	CREDIT CARD CHARGES-PWL	198319	09/19/2019	09/19/2019	70.65
	U.S. BANK///	8-22-2019	CREDIT CARD CHARGES-PWL	198319	09/19/2019	09/19/2019	124.28
	VISTA PAINT	2019-063221-00	GRAFFITI SUPPLIES	198399	10/07/2019	10/07/2019	104.78
	VISTA PAINT	2019-076538-00	GRAFFITI PAINT SUPPLIES	198399	10/07/2019	10/07/2019	321.71
							2,122.80
201-330-520.600	Vehicle Maintena						
	PRECISION AUTO CARE, INC	0085544	OIL CHANGE PWD VEHICLE #	198386	10/07/2019	10/07/2019	77.20
							77.20
201-330-520.610	Vehicle Fuel						
	U.S. BANK VOYAGER FLEET	08/24/19-PWD	VEH FLEET FUEL-PWD	198304	09/12/2019	09/12/2019	1,533.58
							1,533.58
201-330-530.100	Contract Service:						
	CLEANSTREET	95165	ST SWEEPING SVCS 8/2019	198360	10/07/2019	10/07/2019	15,830.00
	COUNTY OF LA DEPT OF PU	PW-19081300257	INDUSTR L WASTE MAINT SVC	198256	09/16/2019	09/16/2019	2,579.65
	COUNTY OF LA DEPT OF PU	PW19081300593	TRAFFIC SIG MAIN SVC JUNE	198361	10/07/2019	10/07/2019	14,086.29
	COUNTY OF LA DEPT OF PU	PW-19090900883	INDUSTRIAL WASTE MAINT S\	198361	10/07/2019	10/07/2019	4,902.98
							37,398.92
							Total Dept. Street Maintenance: 42,542.86
							Total Fund Gas Tax Fund: 42,542.86

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019
 Time: 9:59 am
 Page: 13

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. Police Services:							9,990.00
al Fund State COPS Grant:							9,990.00

Fund: 215 Restricted Urban Deve

Dept: 310 Public Works Admin.

215-310-530.200 Professional Sen

CASC ENGINEERING & CON	41085	NPDES PERMIT COMPLIANCE	198359	10/07/2019	10/07/2019	4,550.00	
NINYO & MOORE GEOTECH	231042	ASMNT SOIL INVESTIGATION	198381	10/07/2019	10/07/2019	6,101.00	
<hr/>							
							10,651.00

Total Dept. Public Works Admin.: 10,651.00

icted Urban Development: 10,651.00

Fund: 274 SB1 Gas Tax Street Re

Dept: 310 Public Works Admin.

274-310-700.270 RM&R Various Si

BLUEPRINT SERVICE & SUP	2268	GREVILLEA AVE. IMP CDGB SI	198355	10/07/2019	10/07/2019	367.57	
DAILY BREEZE	0000451375	NIB GREVILLEA AVE IMP CDBC	198362	10/07/2019	10/07/2019	499.30	
<hr/>							
							866.87

Total Dept. Public Works Admin.: 866.87

Gas Tax Street Rehabilitat: 866.87

Fund: 276 AB-939

Dept: 310 Public Works Admin.

276-310-530.100 Contract Services

H F & H CONSULTANTS, LLC	9716558	PROF SVCS 7/1-7/31/19	198368	10/07/2019	10/07/2019	7,216.08	
H F & H CONSULTANTS, LLC	9716545	SOLID WASTE RFP 7/1-7/31/19	198368	10/07/2019	10/07/2019	14,348.50	
<hr/>							
							21,564.58

Total Dept. Public Works Admin.: 21,564.58

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019
 Time: 9:59 am
 Page: 14

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
						Total Fund AB-939:	21,564.58
Fund: 277 Community Serv Fund:							
Dept: 510 Community Services P:							
277-510-501.200 Salaries - Electec							
	CARROLL/CHRISTINA//	9-23-19 & 9-23-19	PRSSC COMMISSIONER STIPI	198358	10/07/2019	10/07/2019	100.00
	HARBISON/ERICA//	090919 & 092319	PRSSC COMSR STIPEND9/9&9	198369	10/07/2019	10/07/2019	100.00
	RUDOLPH/SHIRLEY//	092319	PRSSC COMSR STIPEND 9/23	198390	10/07/2019	10/07/2019	50.00
	SITKA/MADONNA//	090919 & 092319	PRSSC COMR STIPEND 9/9&9	198393	10/07/2019	10/07/2019	100.00
	WOODS/DANIEL T//	09919	PRSSC COMSR STIPEND 9-19	198400	10/07/2019	10/07/2019	50.00
						400.00	
277-510-510.100 Office Supplies							
	OFFICE DEPOT	369694931001	OFFICE SUPPLIES-CSD	198278	09/16/2019	09/16/2019	50.63
	OFFICE DEPOT	336887724001	OFFICE SUPPLIES-CSD	198278	09/16/2019	09/16/2019	-16.53
	OFFICE DEPOT	369695184001	OFFICE SUPPLIES-CSD	198278	09/16/2019	09/16/2019	19.38
	OFFICE DEPOT	371470906001	OFFICE SUPPLIES-CSD	198278	09/16/2019	09/16/2019	76.04
						129.52	
277-510-510.500 Uniforms							
	BIG 10 INC.	ES11603	CSD/PARKS T-SHIRTS	198252	09/16/2019	09/16/2019	814.50
						814.50	
277-510-515.400 Water							
	GOLDEN STATE WATER CO.	07/08/19-08/12/19	UTILITIES-WATER SERVICES	198222	08/29/2019	08/29/2019	450.64
						450.64	
277-510-520.510 Equipment Maint:							
	KILGORE FITNESS SVC, LLC	1772	COMM. CNTR FITNESS RM RE	198269	09/16/2019	09/16/2019	549.78
						549.78	
277-510-530.100 Contract Service:							
	ALL CITY MANAGEMENT SV	63280	SCHOOL CROSS GUARD 8/25-	198348	10/07/2019	10/07/2019	4,769.39

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 15

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	AMERICAN STRUCTURAL PE	11952	CSD 3RD FLR KITCHEN PEST	198249	09/16/2019	09/16/2019	125.00
	A-THRONE CO., INC	599118	PORTABLE RESTRMS 9/11-10/1	198346	10/07/2019	10/07/2019	95.11
	DUNCAN, JOSHUA	5-2019	INSTRUCTOR FEES 06/24-07/3	198258	09/16/2019	09/16/2019	1,839.60
	DUNCAN, JOSHUA	5362	INSTRUCTOR MARTIAL ART F	198258	09/16/2019	09/16/2019	1,556.10
	ESMOND/KIMBERLY D.//	082719	BALLET JAZZ INSTRUCTOR FE	198297	09/12/2019	09/12/2019	1,836.80
	JONES/JA'VONDA//	8A	INSTRUCTOR FEES-AUG 2019	198299	09/12/2019	09/12/2019	854.00
	JONES/JA'VONDA//	9.1	INSTRUCTOR SVCS-SEPT 201	198312	09/19/2019	09/19/2019	119.00
	PERRY MAILING SERVICES	14371	MAILING LETTER SHOP SVS	198280	09/16/2019	09/16/2019	970.74
	ZAMBRANO/MARTHA//	003	FOLKLORIC INSTRUCTOR FEE	198296	09/16/2019	09/16/2019	1,543.50
							13,709.24
277-510-540.100	Community Even						
	FUN EXPRESS	697798619-01	2019 HALLOWEEN SUPPLIES-	198298	09/12/2019	09/12/2019	424.40
	OOH LA-LA FACE PAINTING/	103119	FACE PAINTER 10/31 4-8PM	198382	10/07/2019	10/07/2019	595.00
	U.S. BANK//	23314345	CREDIT CARD CHARGES	198235	08/29/2019	08/29/2019	290.62
	U.S. BANK//	08/22/2019	CREDIT CARD CHARGES	198234	08/29/2019	08/29/2019	279.16
	U.S. BANK//	08/22/2019A	CREDIT CARD CHARGES	198234	08/29/2019	08/29/2019	451.64
							2,040.82
277-510-540.120	Recreation Activit						
	AMERICAN SOCCER CO., IN	6584103	6584109 BASKETBALL UNIFO	198247	09/16/2019	09/16/2019	29.10
	S & S WORLDWIDE, INC.	IN100244938	PEE WEE SPORTS GAME SUF	198284	09/16/2019	09/16/2019	368.07
	U.S. BANK//	08-22-19	CREDIT CARD CHARGES	198235	08/29/2019	08/29/2019	806.45
	U.S. BANK//	1323	CREDIT CARD CHARGES	198234	08/29/2019	08/29/2019	48.53
							1,252.15
277-510-540.200	Special Expense:						
	THE SAFEMART OF SO CAL	91635	DUP KEYS X1 2ND FLOOR RE!	198243	09/05/2019	09/05/2019	8.21
							8.21
							19,354.86

Dept. Community Services Programs: 19,354.86

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019
 Time: 9:59 am
 Page: 16

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Community Serv Fund-Recreation:							19,354.86
Fund: 278 Community Serv-Sr. Activities							
Dept: 510 Community Services Programs							
278-510-530.100 Contract Services:							
	AVERBUKH/SVETLANA//	2019-06Y	INSTRUCTOR SVCS JUNE 201	198352	10/07/2019	10/07/2019	195.00
	AVERBUKH/SVETLANA//	2019-07Y	INSTRUCTOR SVCS JULY 201	198352	10/07/2019	10/07/2019	260.00
	AVERBUKH/SVETLANA//	2019-08Y	INSTRUCTOR SVCS YOGA AU	198352	10/07/2019	10/07/2019	260.00
	AVERBUKH/SVETLANA//	2019-08YB	INSTRUCTOR SVCS ZUMBA AL	198352	10/07/2019	10/07/2019	260.00
	FISHER/AMALEA//	AUGUST 2019	SENIOR FITNESS CLASSES Y	198263	09/16/2019	09/16/2019	585.00
	NATALE/LAYNE//	8-2019	SR FITNESS INSTRUCTOR AU	198225	08/29/2019	08/29/2019	260.00
	SALDANA/MARC//	AUGUST 2019	SR TAI CHI INSTRUCTOR AUG	198226	08/29/2019	08/29/2019	520.00
	TRAVEL TECH TOURS///	082219	SR TRAVEL CLUB TRIP 9-13-1	198232	08/29/2019	08/29/2019	900.00
							3,240.00
278-510-540.410 Senior Activities							
	U.S. BANK///	08/22/2019B	CREDIT CARD CHARGES	198234	08/29/2019	08/29/2019	910.12
							910.12
Dept. Community Services Programs:							4,150.12
Community Serv-Sr. Activities:							4,150.12

Fund: 279 Community Development

Dept: 000

279-000-421.100 Planning Fees - C

	GARCIA/TERESA//	F/70868	SPR-18-129 DEP 4616 W 153RI	198366	10/07/2019	10/07/2019	-953.13
	LAM/ANGELA//	F/71344	SPR 19-01 DEP 4724 W 161ST	198375	10/07/2019	10/07/2019	-778.13
	RODRIGUEZ/FRANCISO//	F/68205	REFUND SPR 18-42 DEPOSIT	198241	09/05/2019	09/05/2019	-434.82
	SUBCOM PROPERTIES	F/69588	SPR 18-97 DEP 4430-4432 W1	198396	10/07/2019	10/07/2019	-514.96
							-2,681.04

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 17

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
Total Dept. 000:							-2,681.04
Dept: 410 Planning/Building Adm							
279-410-501.200	Salaries - Electec						
	MARTINEZ/JOHN//	08/14/2019	PLANNING COMMISSION STIP	198275	09/16/2019	09/16/2019	50.00
	MOLLER/UFFE//	08/14/2019	PLANNING COMMISSION STIP	198277	09/16/2019	09/16/2019	50.00
	ROSE-PRYOR/CARLA L//	08/14/2019	PLANNING COMMISSION STIP	198283	09/16/2019	09/16/2019	50.00
	SMITH/SCOTT//	08/14/2019	PLANNING COMMISSION STIP	198289	09/16/2019	09/16/2019	50.00
							200.00
279-410-510.100	Office Supplies						
	OFFICE DEPOT	368356478001	OFFICE SUPPLIES-CDD	198278	09/16/2019	09/16/2019	55.16
	U.S. BANK///	08222019	CREDIT CARD CHARGES	198233	08/29/2019	08/29/2019	10.75
							65.91
279-410-530.500	Legal Ads						
	L.A. NEWSPAPER GROUP # 11299319 & 11303044		LEGALAD 8/5 & 8/14	198372	10/07/2019	10/07/2019	417.50
							417.50
Total Dept. Planning/Building Admin:							683.41
Community Development:							-1,997.63

Fund: 501 Deposit/Donations

Dept: 000

501-000-200.303	Travel Club						
	LEGACY TRAVEL & TOURS//	2642 & 2643	SENIOR TRAVEL CLUB TRIP D	198376	10/07/2019	10/07/2019	500.00
	LEGACY TRAVEL & TOURS//	2642 & 2643	SENIOR TRAVEL CLUB TRIP D	198376	10/07/2019	10/07/2019	1,500.00
	LEGACY TRAVEL & TOURS//	2644	DEPOSIT FOR SENIOR TRAVE	198376	10/07/2019	10/07/2019	400.00
	TRAVEL TECH TOURS///	082219	SR TRAVEL CLUB TRIP 9-13-19	198232	08/29/2019	08/29/2019	3,185.00
							5,585.00

501-000-200.307 Community Cent

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 18

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	ALLIANT INSURANCE SERVI	41019	INSURANCE 01/01/19-03/31/19	198307	09/19/2019	09/19/2019	2,369.00
	BHAIYAT/HASHIM//	F/74135	SECURITY DEPOSIT 9/21/19	198354	10/07/2019	10/07/2019	750.00
	HAMDY SADEK DOUMA	74273	REFUND DEPOSIT FULL 8/31/1	198266	09/16/2019	09/16/2019	500.00
	LA COUNTY SHERIFF'S DEP	200007AL	SECURITY SVC 7/20/19	198270	09/16/2019	09/16/2019	951.24
	LA COUNTY SHERIFF'S DEP	200006AL	SECURITY SVC 7/13/19	198271	09/16/2019	09/16/2019	376.85
	LA COUNTY SHERIFF'S DEP	200214AL	SECURITY SVC 8/10/19	198272	09/16/2019	09/16/2019	1,069.67
	LA COUNTY SHERIFF'S DEP		SECURITY SVC 8/2/19	198273	09/16/2019	09/16/2019	1,069.67
	LIWANAG/APRIL L//	74158	SECURITY DEPOSIT 9/14/19	198377	10/07/2019	10/07/2019	750.00
	RAMIREZ/KELLY//	F/73073	REFUND SECURITY DEPOSIT	198301	09/12/2019	09/12/2019	750.00
	SALAZAR/SYLVA M//	73638	SECURITY DEPOSIT RENTAL9	198391	10/07/2019	10/07/2019	500.00
	SANCHEZ/JOSE//	72018	REFUND SECURITY DEPOSIT	198285	09/16/2019	09/16/2019	98.76
	SIDDQUI/FAHAD AHMED//	74038	REFUND SECURITY DEPOSIT	198288	09/16/2019	09/16/2019	500.00
	THAMPAN/SARITHA//	72091	REFUND SECURITY DEPOSIT	198293	09/16/2019	09/16/2019	1,000.00
	TOOTLA/AISHA BIBI AKBER/		REFUND SECURITY DEPOSIT	198294	09/16/2019	09/16/2019	223.15
	URZUA/EDITH//	74123	SECURITY DEP REFUND 9/14/	198398	10/07/2019	10/07/2019	500.00
							11,408.34
501-000-200.314	Const Demo Deb						
	BELLEMARE/SYLVAIN//	F/74113	REFUND CONST DEMO DEPO	198251	09/16/2019	09/16/2019	180.00
	CLARK/GEORGE A. JR//	F/73187	REFUND CONS DEMO DEPOS	198255	09/16/2019	09/16/2019	1,200.00
	DOUNG/HA//	F/70030	CONS. & DEMO DEBRIS DEPO	198364	10/07/2019	10/07/2019	10,028.00
	FINAL TOUCH CO	F/74451	REFUND CONS DEMO	198365	10/07/2019	10/07/2019	390.00
	GONZELEZ/JOSE A//	F/74290	REFUND CONS DEMO DEBRIS	198367	10/07/2019	10/07/2019	45.00
	SHINER/DAN//	F/71085	DEP. CONS. DEMOLITION DEE	198286	09/16/2019	09/16/2019	3,000.00
	SNEAD/JOSEPH C//	F/74143	REFUND CONS AND DEMO DE	198395	10/07/2019	10/07/2019	210.00
							15,053.00
501-000-200.410	Planning Deposit						
	GARCIA/TERESA//	F/70868	SPR-18-129 DEP 4616 W 153RI	198366	10/07/2019	10/07/2019	1,813.61
	LAM/ANGELA//	F/71344	SPR 19-01 DEP 4724 W 161ST	198375	10/07/2019	10/07/2019	1,813.61
	RODRIGUEZ/FRANCISO//	F/68205	REFUND SPR 18-42 DEPOSIT	198241	09/05/2019	09/05/2019	1,813.61

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 19

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	SUBCOM PROPERTIES	F/69588	SPR 18-97 DEP 4430-4432 W1E	198396	10/07/2019	10/07/2019	1,813.61
	TOTAL PET CARE LLC	F/73657	REFUND DEPOSIT SPR 19-62	198317	09/19/2019	09/19/2019	1,813.61
							9,068.05
Total Dept. 000:							41,114.39
I Fund Deposit/Donations:							41,114.39

Fund: 502 Employee Benefit Trus

Dept: 000

502-000-200.205 Dental Insurance

DELTA DENTAL	BE00 3468340A	DENTAL INS COBRA PREMIUM	198309	09/19/2019	09/19/2019	2,658.26	
DELTA DENTAL INS	BE00 3531547 9/01/19	HMO DENTAL INS	198310	09/19/2019	09/19/2019	189.22	
							2,847.48

502-000-200.215 Accident Insuran

THE STANDARD, UNIT 22	SEPTEMBER-19	LIFE INS, AD&D, & LTD PREMII	198316	09/19/2019	09/19/2019	78.75	
							78.75

502-000-200.216 EAP Premium Pa

MANAGED HEALTH NETWOI	PRM-042610	EMP ASSIST PROGRAM SEP-1	198314	09/19/2019	09/19/2019	94.05	
							94.05

502-000-200.217 Life Insurance Pr

THE STANDARD, UNIT 22	SEPTEMBER-19	LIFE INS, AD&D, & LTD PREMII	198316	09/19/2019	09/19/2019	661.50	
							661.50

502-000-200.218 LTD Premium Pa

THE STANDARD, UNIT 22	SEPTEMBER-19	LIFE INS, AD&D, & LTD PREMII	198316	09/19/2019	09/19/2019	823.50	
							823.50

502-000-200.219 Colonial Life Pay.

COLONIAL LIFE & ACCIDENT	7421597-0901628	SEC 125- PRE TAX & POST TA	198308	09/19/2019	09/19/2019	1,214.39	
							1,214.39

INVOICE APPROVAL LIST BY FUND REPORT

Date: 09/26/2019

Time: 9:59 am

Page: 20

City of Lawndale

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
502-000-200.220	Colonial Life Pay.						
	COLONIAL LIFE & ACCIDENT	7421597-0901628	SEC 125- PRE TAX & POST TA	198308	09/19/2019	09/19/2019	1,558.41
							1,558.41
502-000-200.228	Vision Care Paye						
	VISION SERVICE PLAN	807345454	VISION PREMIUM-SEPT 2019	198320	09/19/2019	09/19/2019	964.27
	VISION SERVICE PLAN	807358872	COBRA PREM-SEPT 2019	198320	09/19/2019	09/19/2019	42.98
							1,007.25
							Total Dept. 000: 8,285.33
							Employee Benefit Trust Fund: 8,285.33
							Grand Total: 850,120.57

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
Tuesday, September 3, 2019**

A. CALL TO ORDER AND ROLL CALL

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

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

Other Participants: City Clerk Rhonda Hofmann Gorman, Interim City Manager Stephen N. Mandoki, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Lieutenant Christopher Lio, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Marla Pendleton, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos and approximately 15 audience members.

B. CEREMONIALS

Councilmember Kearney led the flag salute and Pastor Max Youll, Restoration Life Church, provided the inspiration.

C. PUBLIC SAFETY REPORT

Los Angeles County Sheriff's Department Lieutenant Lio summarized recent law enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

No public comment provide.

E. COMMENTS FROM COUNCIL

No comments from City Council.

F. CONSENT CALENDAR

1. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**

Recommendation: that the City Council approve.

2. **Amending the Lawndale Municipal Code Chapter 3.12, Updating the Process of Payment for Routine Claims and Demands – 2nd Reading and Adoption**

Recommendation: that the City Council approve the second reading and adopt Ordinance No. 1163-19, amending Chapter 3.12 of the Municipal Code updating the process of payment for routine claims and demands (warrants or checks drawn).

3. **South Bay Fiber Network (SBFN) - Letter of Commitment**

Recommendation: that the City Council approve and authorize the City Manager to sign the letter of commitment for minimum service level of a transport line to and from City Hall and Public Works, for a total cost of \$900 a month.

4. **Tentative Agreement between the City and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895**

Recommendation: that the City Council adopt Resolution No. CC-1909-004, approving the Tentative Agreement between the City of Lawndale and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895.

5. **Agreement with the Los Angeles Society for the Prevention of Cruelty to Animals (spcaLA) for Animal Sheltering Services**

Recommendation: that the City Council approve the agreement with the spcaLA for animal sheltering services at a base cost of \$76,000, for a one year term starting September 1, 2019 and ending August 31, 2020, plus \$50.00 per day for each animal held, at the City's request, in excess of the city's mandatory holding period.

6. **South Bay Workforce Investment Board Appointment – Business/Private Sector Representative**

Recommendation: that the City Council appoint Ms. Jarmene DeArmas to the South Bay Workforce Investment Board (SBWIB) to fill the current vacancy thereby allowing the SBWIB to then ratify the City Council's appointment.

7. **Park Development Fee Disclosure Report for Fiscal Year Ended June 30, 2019**

Recommendation: that the City Council (a) receive and file the report and (b) direct staff to report back to City Council no later than the first meeting in January 2020 (as required by GC 66006(b)1), to identify a park improvement project(s), funding requirements, and project timing.

8. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-1909-043, authorizing the payment of certain claims and demands in the amount of \$81,021.47.

9. **Minutes of the Lawndale City Council Regular Meeting – August 19, 2019**

Recommendation: that the City Council approve.

LAWNDALE PUBLIC FINANCING AUTHORITY

10. **Annual Report of Redevelopment Bond Payments for Fiscal Year 2018-2019**

Recommendation: that the Directors receive and file the report.

11. **Minutes of the Public Financing Authority Annual Meeting – September 17, 2018**

Recommendation: that the Directors approve.

A motion by Councilmember Kearney to approve the consent calendar was seconded by Councilmember Reid and carried by a vote of 5-0 following City Attorney Israel's reading of the title of Ordinance No. 1163-19.

G. ADMINISTRATION

12. Presentation and Discussion of the Proposed Desalination Plant Being Evaluated by the West Basin Municipal Water District

Recommendation: that the City Council (a) receive the presentation from representatives of both the LA Waterkeeper and West Basin Municipal Water District and (b) provide further direction to staff regarding the City's position, be it neutral, in opposition, or in support, for the proposed Desalination Plant.

Stephen N. Mandoki, Interim City Manager, reported on the proposed Discussion of the Proposed Desalination Plant Being Evaluated by the West Basin Municipal Water District.

Bruce Reznik, Executive Director of Los Angeles Waterkeeper, provided a PowerPoint presentation in opposition of the proposed Desalination Plant.

Patrick Sheilds, General Manager of West Basin Municipal Water District, provided an oral presentation in support of the proposed Desalination Plant.

A question and answer session ensued between the Council, West Basin Municipal Water District and Los Angeles Waterkeeper.

The City Council inquired about the discharge of salt taken out during the process, increasing water recycling programs, the environmental justice aspect of the Draft Environmental Impact Report, positions environmental groups have taken this project, proposed plants technology and record of the desalination plants in Carlsbad and Catalina, the release of the Final Environmental Impact Report, and next steps.

There was a general consensus from City Council to bring back item until Final Environmental Impact Report is released for inspection and review.

13. Discussion of the City's Residential Property Report Program – Chapter 8.80 of Lawndale Municipal Code

Recommendation: that the City Council discuss the Residential Property Report Program and provide direction to staff accordingly.

Stephen N. Mandoki, Interim City Manager, introduced the item to potentially modify the City's Residential Property Report Program.

Councilmember Reid reported on the item and his recommendation to alter the current ordinance to make the Residential Property Report Program optional.

Public Comment

Pam London, resident, spoke in opposition of altering the current ordinance and in favor of continuing the inspection and residential property report program.

Randall Abram, resident, spoke in opposition of altering the current ordinance and in favor of continuing the inspection and residential property report program.

Councilmember Suarez spoke about the need to make it optional based on the undue burden on a property buyer and seller. Councilmember Reid also stated that the City should not get in the middle of a real estate transaction.

Mayor Pullen-Miles inquired as to the other surrounding Cities practices and how future code enforcement violations would be brought into compliance.

A lengthy dialogue ensued between the City Council and staff regarding the inspections, the home buying processes, health and safety violations, and code enforcement policy.

A motion by Councilmember Reid to modify the current Residential Property Report Program to make it optional was seconded by Mayor Pro Tem Osborne and carried by a vote of 4-1. Mayor Pullen-Miles - No

H. ITEMS FROM COUNCILMEMBERS

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

Councilmember Reid, nothing to report. Spoke briefly about the Conception boating accident.

Councilmember Kearney, nothing to report. Spoke briefly about the upcoming Lawndale Blues Festival on September 14th.

Councilmember Suarez attended the South Bay Cities Board of Directors Meeting.

Mayor Pro-Tem Osborne, nothing to report.

Mayor Pullen-Miles attended the ILWU Labor Day rally, South Bay Chamber of Commerce Regional mixer, City of Gardena Jazz Festival, the Water Replenishment Districts Conservation and Educational Center grand opening, and the L.A. County Sanitation District regular meeting.

I. CLOSED SESSION

At 7:41 p.m. the City Council entered into closed session.

15. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one (1) case.

At 7:45 p.m. the City Council entered back into open session.

City Attorney Tiffany Israel reported the City Council met in Closed Session to discuss the one item listed on the Closed Session agenda. On item number 15, the City Council unanimously voted to authorize the initiation of litigation against the owners of 4738 w 153rd Place, Lawndale, CA 90260.

J. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 7:47 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

Approved: ____/____

DRAFT




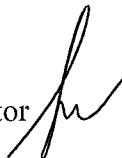
CITY OF LAWDALE

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

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, Interim City Manager 

PREPARED BY: Sean M. Moore, AICP, Community Development Director 

SUBJECT: CASE 19-33: CONSIDERATION OF AN ORDINANCE TO AMEND THE RESIDENTIAL PROPERTY REPORT REQUIREMENTS IN THE CITY OF LAWDALE AND ADOPTION OF CEQA EXEMPTION IN CONNECTION THEREWITH

BACKGROUND

The requirement for a City residential property inspection report before the sale of a residential property has been required in the City since the early 2000's. The program initially started out to address lack of on-site parking/garage conversions. However, over the years, the residential property report process has become more comprehensive, including requiring City staff to review the building permits on file, checking for illegal additions, unpermitted parking pads and fencing, verifying second units, and investigating anything else about a residence which does not match up with the building permit information on file for the property.

Currently, under the City's Residential Property Report requirements, any seller/applicant of a residential property is required to submit an application to the City before the sale can close which application is then processed through the Community Development Department. Both the Municipal Service Department (MSD) and the Community Development Department (CDD) are responsible for generating the residential property report. MSD staff conducts an on-site inspection of the property in question and Community Development completes a full review of the building permits on file. Once both Departments complete their respective areas of responsibility, a Residential Property Report is generated which identifies any potential code violations and is provided to the seller/applicant prior to the transfer of title of the property. On September 3, 2019 the City Council discussed the residential property report requirements. After much discussion and consideration, the Council directed staff to amend the residential property report requirements from being a mandatory requirement into a voluntary process which the buyer or seller of a residential property can apply to go through, rather than being require that this process is mandated to be completed before the property can be transferred.

STAFF REVIEW

Based on the September 3, 2019 City Council direction staff received, an ordinance was prepared for consideration and adoption by Council (See Attachment, A Ordinance). The ordinance, as proposed, removes the mandatory requirements in the existing regulations, replacing this with a voluntary process

that a seller or buyer can request to go through the process should they so desire. Hence, if the proposed ordinance is adopted, once this ordinance is effective, the residential property report process will no longer be mandatory and will remove the codes that make the failure to receive the report a misdemeanor.

During the ordinance update process, staff researched whether other South Bay cities have similar programs. Staff found that the cities of El Segundo, Hawthorne, and Torrance do not require residential property reports. The cities of Manhattan Beach and Redondo Beach only review the building permit information on file, no on-site inspections are required. Whereas, the cities of Gardena and Carson require comprehensive residential property report inspections.

ENVIRONMENTAL ASSESSMENT

Staff is requesting that the City Council determine that the project is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines because CEQA only applies only to projects which have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment, the activity is not subject to CEQA.

LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1164-19 and has approved it as to form.

PUBLIC REVIEW

Not applicable

COMMISSION REVIEW

Not applicable

FISCAL IMPACT

Staff anticipates a substantial cost savings in staff time and resources related to the residential property report process. Countless staff hours of research, plan review, and code enforcement actions will be reduced significantly to the City's General Fund, if the Council adopts the proposed updated ordinance.

RECOMMENDATION

It is recommended that the City Council take the following actions:

- A. Determine that Ordinance No. 1164-19 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- B. Approve the introduction of City Council Ordinance No. 1164-19.

ATTACHMENT

- A) Ordinance No. 1164-19

ATTACHMENT A

Ordinance No. 1164-19

ORDINANCE NO. 1164-19

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AMENDING PORTIONS OF CHAPTER 8.80 OF THE
LAWNSDALE MUNICIPAL CODE PERTAINING TO
RESIDENTIAL PROPERTY REPORTS AND FINDING OF
EXEMPTION FROM CEQA

SUMMARY: This ordinance would amend Chapter 8.80 of the Lawnsdale Municipal Code to make residential property reports voluntary.

WHEREAS, pursuant to Chapter 8.80 of the Lawnsdale Municipal Code, the City of Lawnsdale requires residential resale reports to be undertaken prior to the sale of residential property; and

WHEREAS, these reports were originally required to allow City staff to verify the availability of off-street parking as a tool to reduce illegal garage conversions; and

WHEREAS, in 2007 the City Council expanded the scope of the residential resale report to include an inspection of all current and observed Municipal Code violations that are observable from the public right of way and the interior areas of garages and/or accessory buildings such as detached garages, laundry rooms and storage sheds; and

WHEREAS, the City Council desires to amend the scope of the residential resale report to change the requirement that this report is mandatory to a voluntary process.

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

SECTION 1. Section 8.80.010 of the Lawnsdale Municipal Code, "Intent and purpose" is hereby amended to read, in its entirety, (deletions indicated in ~~strikethrough~~, additions in ***bold and italics***) as follows:

"It is the intent of the city council to assure that all parties to a transaction involving a sale of a residential dwelling within the city of Lawnsdale ***who desire to obtain*** ~~are furnished with~~ a residential property report which identifies observed violations of the city's codes, rules and ordinances, and verifies the availability of legally required off-street parking spaces ***are provided with such a report***. The intent of this chapter is that the ***buyer's ability to request*** ~~requirement~~ of such a report will reduce existing municipal code violations on residential properties and prevent future violations. The report prepared pursuant to this chapter is not intended to take the place of a professional inspection of the property."

SECTION 2. Section 8.80.030 of the Lawnsdale Municipal Code, "Report or exemption certificate required" is hereby amended to read, in its entirety, (deletions indicated in ~~strikethrough~~, additions in ***bold and italics***) as follows:

"Prior to concluding an agreement for sale or exchange of any residential building, unless excluded by Section 8.80.080, the owner or his or her authorized representative shall *can voluntarily* obtain from the city a residential property report identifying observable items that fail to comply with the city's codes, rules and ordinances and which states whether the property is in compliance with the requirements for off-street parking.

The inspection necessary to prepare such report shall be based upon observations from the public right of way, such that the report is only intended to identify municipal code violations that are observable from the public right of way. The report shall specifically identify any off-street parking space which should be used for vehicle parking but is not available for such use. Said report shall be valid for the purposes of this chapter for a period not to exceed six months from date of issue and is not intended to provide an exhaustive list of all code violations upon the property."

SECTION 3. Section 8.80.070 of the Lawndale Municipal Code, "Delivery of report" is hereby amended to read, in its entirety, (deletions indicated in ~~striketrough~~, additions in ***bold and italics***) as follows:

"A residential property report ~~prepared~~ ***requested*** pursuant to Section 8.80.030 shall be delivered by the owner or the authorized designated representative of the owner to the buyer or transferee of the residential building prior to the transfer of title to the property. The buyer or transferee shall execute a receipt therefor as furnished by the city, and said receipt shall be delivered to the department of community development as evidence of compliance with the provision of this chapter."

SECTION 4. Section 8.80.090 of the Lawndale Municipal Code, "Penalties" is hereby deleted, in its entirety, (deletions indicated in ~~striketrough~~, additions in ***bold and italics***) as follows:

~~———— A. ——— Anyone in violation of Section 8.80.030 or 8.80.070 shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided by the provisions of Chapter 1.08 of the Lawndale Municipal Code.~~

~~———— B. ——— No sale or exchange of residential property shall be invalidated solely because of the failure of any person to comply with any provision of this chapter.~~

SECTION 5. Subsection B of Section 1.08.020 of the Lawndale Municipal Code, "Misdemeanor penalty" is hereby amended to delete and remove the following from the table:

"8.80.030	Report or exemption certificate required
8.80.070	Delivery of report".

SECTION 6. This ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only
Ordinance No. 1164-19
Amend LMC Ch. 8.80, Regarding
Residential Property Reports

applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at the City Hall and the United States Post Office, Lawndale Branch.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1164-19 at its regular meeting held on the 7th day of October, 2019, and duly approved and adopted said ordinance at its regular meeting held on the ___ day of _____, 2019, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



CITY OF LAWNDALE

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

DATE: October 7, 2019
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, City Manager
PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/ City Treasurer
SUBJECT: Authorization to Dispose of and Replace Hybrid Vehicle Used By Municipal Services

BACKGROUND

The Lawndale Municipal Code Section 3.08.110B requires items sold at auction to first be approved by city council.

STAFF REVIEW

The 2007 Ford Escape Hybrid Vehicle (VIN 1FMYU49HX7KA92462; License 1237901; Asset 469) utilized by the Municipal Services department is currently inoperable and estimated transmission repair costs are \$4,319. The 128,000 mile vehicle has a Kelley Blue Book value between \$1,500 to \$1,800. Based on the age of the vehicle and the extensive cost to repair, approval is being requested to dispose of the vehicle at auction and replace it with a new hybrid vehicle which would qualify under the Air Quality Management District (AQMD) guidelines for funding. Pending approval, the vehicle will be auctioned by Ken Porter Auctions, who provides auction services at no cost to the city.

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

When received, the proceeds from the sale of the vehicle will be recognized as General Fund revenue in account 435.300, Sale of City Property. For the new vehicle purchase, we recommend the below budget adjustment to expend \$28,000 from Air Quality Management District revenue which is currently available.

Increase appropriations:		
202-300-550.300	Vehicles	\$28,000

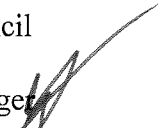
RECOMMENDATION

1. City Council should approve the 2007 Ford Escape to be sold at auction and the budget adjustment to increase appropriations for the purchase of replacement vehicle.



CITY OF LAWDALE

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

DATE: October 7, 2019
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, City Manager 
PREPARED BY: Kahono Oei, PE, Interim Public Works Director K.O

SUBJECT: Ordinance No. 1065-19 amending Lawndale Municipal Code 10.12.020, Prima Facie Speeds Limit and eliminate the speed limit on 147th Street from Inglewood to Grevillea and from Hawthorne Boulevard to Prairie Avenue

BACKGROUND

In compliance with the California Vehicle Code section 40802, the City Council, on its regular meeting on May 20, 2019, approved the engineering traffic speed survey prepared by RBI traffic consultant. The survey includes the 18 street segments within the streets listed below:

- Rosecrans Avenue
- Marine Avenue
- Manhattan Beach Boulevard
- Redondo Beach Boulevard
- Artesia Boulevard
- Inglewood Avenue
- 166th Street
- Hawthorne Boulevard

STAFF REVIEW

Subsequent to the approval of said speed survey, staff discovered that in 2003, the City Council adopted an ordinance approving the speed survey which includes the segment on 147th street from Inglewood Ave to Grevillea Ave and from Prairie Ave to Hawthorne Blvd. Since the adoption of the speed survey in 2003, there have been changes to 147th street including the installation of four way stop signs installed at every street intersections which create short street segments. Due to the installation of the four way stop signs creating a speed control on every street intersection, the traffic engineer made the determination that the speed survey for this street is no longer needed and the prima facie speed limits on 147th Street becomes 25 miles per hour.

In 2013, the City hired a traffic consultant to revise the speed survey and subsequently the City Council adopted the new speed survey eliminating the section of 147th Street from Inglewood Ave to Grevillea Ave and from Hawthorne Blvd to Prairie Avenue.

LEGAL REVIEW

The City attorney's office has reviewed and approved as to form.

FISCAL IMPACT

There is no impact for the approval and certifying of the speed survey.

RECOMMENDATION

Staff recommends that the City Council amend Municipal Code 10.12.020 Prima Facie Speed Limits, excluding 147th Street from the list of the following segments:

1. 147th Street from Inglewood Ave. to Grevillea Ave.
2. 147th Street from Hawthorne Blvd. to Prairie Ave.

Attachments: Ordinance No. 1065-19

ORDINANCE NO. 1065-19

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
AMENDING SECTION 10.12.020 OF THE LAWDALE MUNICIPAL CODE
TO UPDATE PRIMA FACIE SPEEDS LIMITS IN THE CITY**

SUMMARY: This ordinance will re-establish the current speed limits for the city's arterial and collector streets.

WHEREAS, California Vehicle Code (CVC) Sections 22352, 22354, 22357, 22358, 22358.3 and 40802(a) require prima facie speed limits to be based on an engineering and traffic survey conducted every five or seven years to allow radar or other approved electronic devices to be employed for speed limit enforcement; and

WHEREAS, the City of Lawndale has had engineering and traffic surveys performed this year in conformance with CVC Section 40802(a) to allow the City to renew and update its prima facie speed limits.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 10.12.020 of the Lawndale Municipal Code is hereby amended to read, in its entirety, as follows (deletions in ~~striketrough~~, additions in ***bold and italics***):

"10.12.020 Prima Facie Speed Limits

In accordance with the California Vehicle Code, based upon a traffic engineering survey conducted in prescribed time intervals by a licensed engineer, prima facie speed limits are adopted as follows:

A. Twenty-Five Miles Per Hour. A prima facie speed limit of twenty-five miles per hour is declared to be most appropriate to facilitate the orderly movement of traffic and to be reasonable and safe upon the following streets and portions of streets in the city:

1. ~~147th Street between Inglewood Avenue and Grevillea Avenue;~~

and

2. ~~166th Street between Firmona Avenue and Hawthorne Boulevard.~~

B. Thirty Miles Per Hour. A prima facie speed limit of thirty miles per hour is declared to be most appropriate to facilitate the orderly movement of traffic and to be reasonable and safe upon the following streets and portions of streets in the city:

1. Freeman Avenue between 166th Street and Redondo Beach

Boulevard; and

2. 166th Street between Hawthorne Boulevard and Prairie Avenue.

C. Thirty-Five Miles Per Hour. A prima facie speed limit of thirty-five miles per hour is declared to be most appropriate to facilitate the orderly movement of traffic and to be reasonable and safe upon the following streets and portions of streets in the city:

1. Hawthorne Boulevard between Rosecrans Avenue and Redondo Beach Boulevard;
2. Artesia Boulevard between Inglewood Avenue and Redondo Beach Boulevard;
3. ~~147th Street between Hawthorne Boulevard and Prairie Avenue;~~
4. Inglewood Avenue between Rosecrans Avenue and Marine Avenue; and
4. Inglewood Avenue between Marine Avenue and Manhattan Beach Boulevard.

D. Forty Miles Per Hour. A prima facie speed limit of forty miles per hour is declared to be most appropriate to facilitate the orderly movement of traffic and to be reasonable and safe upon the following streets and portions of streets in the city:

1. Rosecrans Avenue west of Firmona Avenue to Prairie Avenue;
2. Marine Avenue between 405 Freeway and Prairie Avenue;
3. Redondo Beach Boulevard between Artesia Boulevard and Prairie Avenue;
4. Inglewood Avenue between Manhattan Beach Boulevard and Artesia Boulevard; and
5. Manhattan Beach Boulevard between Inglewood Avenue and Prairie Avenue."

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at City Hall.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1165-19 at its regular meeting held on the 7th day of October, 2019, and duly approved and adopted said ordinance at its regular meeting held on the ____ day of _____, 2019, by the following roll call vote:

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

 Rhonda Hofmann Gorman, City Clerk

 Date

APPROVED AS TO FORM:

 Tiffany J. Israel, City Attorney







CITY OF LAWDALE

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

DATE: October 7, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Kahono Oei, P.E, Public Works Director/City Engineer 
Marla L. Pendleton, CPA, Finance Director 
Kevin Moghadasi, E.I.T, Assistant Engineer 

SUBJECT: Award Contract for FY 18/19 Annual Street Improvements Project
Grevillea Avenue CDBG Project NO.601966-18 and SB1 FY 18/19

BACKGROUND

The City Council at its regular meeting on April 25, 2018 approved and adopted Resolution No.CC-1804-015, the list of streets as shown on exhibit "A", to be funded using Road Maintenance and Rehabilitation Account (RMRA/SB 1) funds to perform the street improvements project. Road Maintenance and Rehabilitation Account (RMRA) funds are from the State of California and were created by Senate Bill 1, the Road Repair and Accountability Act of 2017, which was passed by the Legislature and signed into law by the Governor in April of 2017 to address the significant multi-modal transportation funding shortfalls statewide.

In June 17, 2019, the City Council approved the plans and specifications for the Street Improvement Project FY 18/19 and authorized staff to advertise the project for bid.

STAFF REVIEW

The Notice Inviting Bids was advertised in a local newspaper, F.W. Dodge, and the City website. Six bids were received and opened on Tuesday, September 10, 2019, by the City Clerk staff in accordance with City bidding procedures. Bid results are shown in the table below:

NO	Bidders	Total Bid Amount
1	KALBAN INC.	\$ 849,999.00
2	HARDY AND HARPPER INC.	\$ 920,000.00
3	SEQUEL CONTRACTORS INC.	\$ 947,285.00
4	ALL AMERICAN ASPHALT	\$ 988,299.00
5	EXCEL PAVING COMPANY	\$ 1,046,715.00
6	ONYX PAVING COMPANY INC.	\$ 1,369,000.00

The City estimated the project would cost \$988,000.00. Kalban Inc., which was the lowest responsive bidder for the project, proposed to perform the scope of work for \$849,999.00.

Staff performed a reference check and found the contractor to have a valid California State Contractor's License with a classification of "A" in accordance with provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California. The contractor's references were contacted and all indicated satisfactory work was performed. Kalban has worked on City's project in the past and satisfactorily completed the project.

The Street Improvement Project FY 18/19 scope of work includes cold milling and placement of an asphalt pavement overlay; reconstruction of some of the curb ramps to meet the requirements of the Americans with Disabilities Act (ADA); striping; reconstruction of some driveways, sidewalks, curbs and gutters; and other appurtenant work.

The anticipated project schedule is as follows:

- | | |
|------------------------------|-------------------|
| • City Council Award | October 7, 2019 |
| • Pre-Construction Meeting | November 6, 2019 |
| • Start of Construction | November 18, 2019 |
| • Completion of Construction | February 31, 2020 |

LEGAL REVIEW

The City's standard construction contract, which is included in the project specifications template, has been reviewed and approved as to form by the City Attorney.

FUNDING

The project is included in the City's Fiscal Year 2018-19 Capital Improvement Program per the attached table and will be funded by Measure R, Prop C, STPL-Metro Exchange, SB1-Gas Tax, CDBG funds, TDA, and General Fund which has a total of \$1,621,823.00 available as shown on attached exhibit "B".

RECOMMENDATION

Staff recommends that the City Council:

- Award a construction contract in the amount of \$849,999.00 to Kalban Inc.
- Approve a twenty percent (20%) contingency of in the amount of \$170,000.00

Attachment:

- Agreement
- Project location- exhibit "A"
- FY 18-19-Funding Schedule- exhibit "B"
- Kalban Inc- Bid Schedules- exhibit "C"

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF LAWNDALE, CALIFORNIA**, hereinafter referred to as the "City," and **KALBAN INC.** hereinafter referred to as the "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "Grevillea Avenue-CDBG Project NO.601966-18 (From Manhattan Beach Blvd. to 154th Street and from 153rd Street to Marine Avenue) and Alley East of Hawthorne Blvd.(From 162nd Street to 166th Street and from 167th Street to 168th Street), 160th Street (From Hawthorne Blvd. to Freeman Avenue), 149th Street (From Hawthorne Blvd. to Larch Avenue) Improvement Project Number 2019-01, 2019-02, 2019-03" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the plans and specifications.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **ninety (90) consecutive calendar days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 5 days and shall include data supporting the request.

ARTICLE IV: The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators,

successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges and agrees that he and any subcontractor under him must comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

ARTICLE VII: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor hereby agrees that the Contractor and any subcontractor under him submit weekly to the City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

ARTICLE IX: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work

hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

ARTICLE X: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XI: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XII: It is to be made known that the improvement contemplated in the performance of this contract is a federal-aid improvement over which the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XIII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3

years after the expiration of this contract, unless permission to destroy them is granted by the City.

ARTICLE XIV: 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. Similarly, 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.

ARTICLE XV: 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.

ARTICLE XVI: 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.

**CITY: CITY OF LAWDALE,
CALIFORNIA**

Dated _____, 20__

By: _____
Robert Pullen Miles, MAYOR

ATTEST:

Rhonda Hofmann Gorman, CITY CLERK

APPROVED AS TO FROM:
Aleshire & Wynder, LLP

Tiffany J. Israel, CITY ATTORNEY

Dated _____, 20__

CONTRACTOR: KALBAN, INC.

By: 

AUTHORIZED REPRESENTATIVE

Miron Kalebjian/President

TITLE

By: 

AUTHORIZED REPRESENTATIVE

Beth Meehan/Secretary

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: 26450 Ruether Avenue,
Unit 201, _____
Santa Clarita, CA 91350
Phone: 818-504-1065
Fax: 818-504-1067
Email: Kalbaninc@aol.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

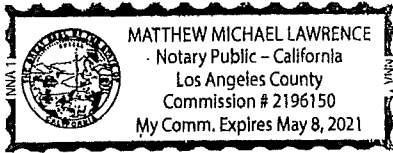
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 9/15/2019 before me, Matthew M. Lawrence, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Miron Kalebjian & Beth Meehan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Exhibit "A"- Project Location

Street Name	From	To	Ave. PCI
Grevillea Avenue	Manhattan Beach Blvd.	Marine Avenue	33
Road Maintenance & Rehab Alleys FY 17/18			
Alley East of Hawthorne Blvd.	162 nd Street	166 th Street	29
Alley East of Hawthorne Blvd.	167 th Street	168 th Street	25
Road Maintenance & Rehab Various Streets FY18/19			
160 th Street	Hawthorne Blvd.	Freeman Avenue	22
149 th Street	Hawthorne Blvd.	Larch Avenue	33

*PCI: Pavement Condition Index is a numerical index between 0 and 100 which is used to indicate the general condition of the pavement. Where 0 is a failed pavement condition and 100 is an excellent pavement condition.

Exhibit "B"- Funding Schedules-FY 18-19

Project	Budget account Number	Total Budget	Measure R 244-310	SB1 Gas Tax 274-310	CDBG (FY18/19) 214-438	TDA 203-310	Gen Fund 100-310
Grevillea Avenue	700.146 700.272 700.125	\$504,568	\$210,363		\$211,371	\$82,834	
Road Maintenance and Rehab Alleys FY17/18	700.271	\$330,482		\$189,198			\$141,284
Road Maintenance and Rehab Various Streets FY18/19	700.270	\$786,773	\$172,773	\$554,000			\$60,000
Total		\$1,621,823	\$383,136	\$743,198	\$211,371	\$82,834	\$201,284

Exhibit "C"- Kalban Bid Schedules

BID FORM

FIRM NAME: Kalban, Inc

POINT OF CONTACT: Dave Poole

ADDRESS: 26450 Ruetter Ave #201
Santa Clarita, CA 91350

TELEPHONE NUMBER: 818-504-1065

FAX NUMBER: 818-504-1067

EMAIL ADDRESS: Kalbaninc@aol.com

FOR THE
GREVILLEA AVENUE (CDBG PROJECT NO.601966-18)
ALLEY EAST OF HAWTHORNE BLVD.
160th STREET
149th STREET
IMPROVEMENTS
PROJECT NO.2019-01, NO.2019-02, NO.2019-03

CITY OF LAWNSDALE, CALIFORNIA

BID FOR THE
GREVILLEA AVENUE (CDBG PROJECT NO.601966-18)
ALLEY EAST OF HAWTHORNE BLVD.
160TH STREET
149TH STREET
IMPROVEMENTS
PROJECT NO.2019-01, NO.2019-02, and NO.2019-03

TO THE CITY OF LAWSDALE, CALIFORNIA-

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefor, in accordance with the specifications therefor known as "GREVILLEA AVENUE (CDBG PROJECT NO.601966-18) AND ALLEY EAST OF HAWTHORNE BLVD., 160TH STREET, 149TH STREET, IMPROVEMENTS PROJECT NO.2019-01, NO.2019-02 and NO.2019-03" which are on file in the office of the Engineer of the City of Lawndale.

Definition of Terms (for a complete definition of terms, see California Building Code, 2016 Edition.

- CYCubic yard
- EAEach
- LFLinear foot
- LSLump sum
- SFSquare foot
- SYSquare yard
- TONTon

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Engineer of the City of Lawndale, duly appointed for said work in the matter of the construction and installation of "GREVILLEA AVENUE (CDBG PROJECT NO.601966-18) AND ALLEY EAST OF HAWTHORNE BLVD., 160TH STREET, 149TH STREET, IMPROVEMENTS PROJECT NO.2019-01, NO.2019-02 and NO.2019-03" for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The City reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

CITY OF LAWDALE GREVILLEA AVENUE (CDBG PROJECT NO.601966-18) IMPROVEMENTS PROJECT BID SCHEDULE NO. 1					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization	LS	1	12,000 ⁰⁰	12,000 ⁰⁰
2	Traffic Control & Safety	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
3	All Thermoplastic Signing, Striping, Markings & Pavement Legend	LS	1	13,600 ⁰⁰	13,600 ⁰⁰
4	Cold Mill 2"-inch Existing AC Pavement per plans detail	SF	25000	0.70	17,500 ⁰⁰
5*	Construct 2"-inch thick Convectional AC per Detail A and B and 6" per Detail C on Sheet 2 of the plans.	TON	890	100 ⁰⁰	89,000 ⁰⁰
6	Install Petromat Fabric prior to installation of Conventional AC per Detail A and Detail B on Sheet 2 of the plans	SF	56000	0.18	10,080 ⁰⁰
7	Sawcut, Remove Existing & Construct 4" - Thick Concrete Sidewalk Per SPPWC- Standard Plan NO.113-2	SF	650	8 ⁰⁰	5,200 ⁰⁰
8	Sawcut, Remove Existing & Construct Curb Ramp per SPPWC Std. Plan, includes Curb and Gutter, DWS (Detectable Warning Surface) per SPPWC Standard Plan (Removable)	EA	4	3400 ⁰⁰	13,600 ⁰⁰
9	Adjust Existing Water Valve to New Grade	EA	11	650 ⁰⁰	7,150 ⁰⁰
10	Adjust Existing Sewer Manhole Rim and Cover to New Grade	EA	9	1000 ⁰⁰	9,000 ⁰⁰
11	Furnish and Install Surface Mounted 4' x 3' Tactile/ Detectable Warning Surface (DWS) Tile for Curb Ramp	EA	2	350 ⁰⁰	700 ⁰⁰
12	Grind down uplifted Concrete Edge	LF	390	12 ⁰⁰	4,680 ⁰⁰
13	Remove existing City tree and replace with new tree (Removable)	EA	3	2000 ⁰⁰	6,000 ⁰⁰
*	Note: The bid item includes Remove and Construct 6" inches of Convectional AC over existing Base at Intersection of Grevillea Avenue and 154 th Street per plans (Approximately 120 Tons)				
Total Bid Schedule in figures			\$ 189,510 ⁰⁰		
Total Bid Schedule in Words			one Hundred Eighty Nine Thousand Five Hundred Ten Dollars		

**CITY OF LAWDALE
ALLEY EAST OF HAWTHORNE BLVD
FROM 162ND STREET TO 166TH STREET AND
FROM 167TH STREET TO 168TH STREET
IMPROVEMENTS PROJECT
PROJECT NO. 2019-02
BID SCHEDULE NO.2**

Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization	LS	1	12,000 ⁰⁰	12,000 ⁰⁰
2	Traffic Control & Safety	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
3	Remove 4"-inch thick Existing AC Pavement	SF	<u>25000</u>	1 ²⁰	30,000 ⁰⁰
4*	Construct 4"-inch thick New AC pavement over compacted base per plans.	TON	650	90 ⁰⁰	58,500 ⁰⁰
5	Cold Mill 2"-inch Existing AC Pavement	SF	900	0 ⁵⁶	594 ⁰⁰
6	Sawcut, Remove Existing and Construct 6"-inch Thick Concrete Alley Approach per SPPWC-St. Plan No. 130.2	SF	2300	13 ⁰⁰	29,900 ⁰⁰
7	Sawcut, Remove Existing & Construct Curb Ramp per SPPWC Std. Plan, includes Curb and Gutter, DWS (Detectable Waning Surface) per SPPWC St. Plan No.111-5	SF	1200	16 ⁰⁰	19,200 ⁰⁰
8	Sawcut, Remove Existing and Construct 8" Thick 30"-inch wide V-Gutter per SPPWC130-2	LF	200	37 ⁰⁰	7400 ⁰⁰
9	Adjust Existing Water Valve to New Grade	EA	8	650 ⁰⁰	5200 ⁰⁰
10	Adjust Existing Water Meter to New Grade	EA	37	600 ⁰⁰	22,200 ⁰⁰
11	Adjust Existing Sewer Manhole Rim and Cover to New Grade	EA	5	1000 ⁰⁰	5000 ⁰⁰
12	Adjust Existing Telephone Manhole Rim and Cover to New Grade	EA	2	1000 ⁰⁰	2000 ⁰⁰
13	Adjust Existing Electrical Pull Box Manhole to New Grade	EA	3	1000 ⁰⁰	3000 ⁰⁰
14	Remove and Replace Full depth AC Slot Pavement per Detail D	SF	550	10 ⁰⁰	5500 ⁰⁰
*	Note: This bid item includes Remove and Construct 2" inches of Convectional AC over existing Base at Intersection The Alley and 165 th Street per plans.				
Total Bid Schedule in figures			\$ 201,494 ⁰⁰		
Total Bid Schedule in Words					
Two Hundred One Thousand Four Hundred Ninety - Four Dollars					

CITY OF LAWYDALE STREET RESURFACING PROJECT 149 th St. (From Hawthorne Blvd. to Larch Ave.) 160 th St. (From Hawthorne Blvd. to Freeman Ave.) SBI-PROJECT NO. 2019-03 BID SCHEDULE NO. 3					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
1	Mobilization	LS	1	12,000 ⁰⁰	12,000 ⁰⁰
2	Traffic Control & Safety	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
3	Remove 4-Inch Existing AC Pavement and Dispose the removal Material to a legal Dump-Site	SF	51,000	1 ²⁰	61,200 ⁰⁰
4	Construct 4-Inch New AC Pavement	TON	1,300	90 ⁰⁰	117,000 ⁰⁰
5	Remove & Reconstruct 6"-Inch Integral Concrete Curb and Gutter SPPWC STD.Plan 120-2	LF	750	48 ⁰⁰	36,000 ⁰⁰
6	Remove and Reconstruct 4"-Thick Concrete Sidewalk over compacted base per SPPWC STD.Plan 112-2 and 113-2	SF	6,700	8 ⁰⁰	53,600 ⁰⁰
7	Grind uplift concrete to the grade	LF	110	12 ⁰⁰	1320 ⁰⁰
8	Remove & Reconstruct 4"-Thick Concrete Curb Ramp with DWS-SPPWC STD.Plan 111-5	EA	10	3400 ⁰⁰	34,000 ⁰⁰
9	Install New Detectable Warning Surface (DWS) Per ARMOR-Tile Specification or approved equal	EA	2	350 ⁰⁰	700 ⁰⁰
10	Remove and Reconstruct 4"-Thick Concrete Residential Driveway Approach over compacted base per SPPWC STD.Plan 110-2 Type A	SF	2,200	13 ⁰⁰	28,600 ⁰⁰
11	Remove and Reconstruct 6"-Thick Concrete Alley Approach SPPWC STD.Plan 130-2	SF	700	13 ⁰⁰	9100 ⁰⁰
12	Remove and Reconstruct 8"-Thick Concrete Pavement Cross or Longitudinal Gutter SPPWC STD.Plan 122-2	SF	900	18 ⁰⁰	16200 ⁰⁰
13	Adjust Existing Manhole Rim and Cover Set to New Grade	EA	6	1000 ⁰⁰	6000 ⁰⁰
14	Adjust Existing Water and Gas Valve Frame and Cover to New Grade	EA	14	650 ⁰⁰	9100 ⁰⁰
15	Adjust Existing Pullbox to New Grade	EA	7	800 ⁰⁰	5600 ⁰⁰

CITY OF LAWNSDALE STREET RESURFACING PROJECT 149 th St. (Hawthorne Blvd. to Larch Ave.) 160 th St. (Hawthorne Blvd. to Freeman Ave.) SB1-PROJECT NO. 2019-03 BID SCHEDULE NO.3 (Cont.)					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
16	Install Thermoplastic "STOP" legend and stop bar per Contract Plans and Caltrans Standard Plan A24E, A24D	EA	3	825 ⁰⁰	2475 ⁰⁰
17	Purchasing New mounted Solar Traffic Message Board w/ 3 Lines of Text (Removable)	EA	3	15,200 ⁰⁰	45,600 ⁰⁰
18	Construct 6"-inch thick Aggregate Base (Removable)	TON	300	65 ⁰⁰	19,500 ⁰⁰
Total Bid Schedule in figures			\$ 458,995 ⁰⁰		
Total Bid Schedule in Words					
<i>Four Hundred Fifty Eight Thousand Nine Hundred Ninety Nine Dollars</i>					

Total Bid Schedule No.1, No.2, and No.3 in figures: \$ 849,999

Total Bid Schedule No.1, No.2, and No.3 in words: Eight Hundred Forty Nine Thousand
 nine Hundred ninety nine Dollars

Signature of Bidder: *[Handwritten Signature]*

Dated: 9-10-19

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: David Poole
9-6-19

(11) If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all subcontractors who will perform work in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: Superior Pavement Markings DBE: YES NO
ADDRESS: 5312 Cypress St. Cypress, CA 90630
LICENSE NO. & CLASS: 776306 C32, C31, C-61
WORK TO BE PERFORMED: signing and striping

NAME: Hardy and Harper, Inc DBE: YES NO
ADDRESS: 1312 E Warner Ave Santa Ana, CA 92705
LICENSE NO. & CLASS: 215952 A
WORK TO BE PERFORMED: ~~striping~~ Asphalt Paving
S.P.

NAME: _____ DBE: _____ YES _____ NO
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____ DBE: _____ YES _____ NO
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____

NAME: _____ DBE: _____ YES _____ NO
ADDRESS: _____
LICENSE NO. & CLASS: _____
WORK TO BE PERFORMED: _____



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

DATE: October 7, 2019
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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



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

DATE: October 7, 2019
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
SUBJECT: Conference with Legal Counsel – Anticipated Litigation (One Case)

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

City of Lawndale

IN MEMORIAM

The City Council of the City of Lawndale, California,
Adjourned its Meeting of October 7, 2019

in Memory of

Christopher William Wilson




R. Pullen-Miles
Robert Pullen-Miles, Mayor


**City Council Meeting
Requested Adjournment**

October 7, 2019

Christopher William Wilson



*In Loving
Memory of*



Christopher William Wilson

May 30, 1985 – September 6, 2019

Service

Friday, September 20, 2019 - 10:00 AM
Angelus Funeral Home
3875 Crenshaw Blvd.
Los Angeles, CA 90008

Memories...



Obituary

Christopher William Wilson died at the age of 34, peacefully with his sister by his side on September 6, 2019 in Los Angeles, California. Christopher was born on May 30, 1985, in Harbor City, California to the Union of Lathester and Alana Wilson. He resided in Southern California until his death.

Christopher completed his high school education with honors at King Drew Academy in 2003. He went on to complete his Bachelor of Science from California State Polytechnic University, Pomona in Urban and Regional Planning. Christopher continued his education at UCLA earning a degree in Real Estate.

Christopher worked for the City of Manhattan Beach for five years. He then obtained employment with the City of Lawndale, where he worked for nearly eleven years.

Christopher leaves to cherish his memory, his parents: Lathester and Alana Wilson; grandmother: Lorraine Wilson; siblings: Elan Davis, Ronji Wilson and Keira Davis; Aunts: Carolynne Blakeley, Aleta Taylor and Alessa Earl; Uncles: Lee Wilson and Charles Taylor; and a host of cousins and friends.

Christopher was preceded in death by his grandparents: Lathester Wilson Sr., Eugene Earl and Jeannie Earl.