



# CITY OF LAWNDALE

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

## AGENDA

### LAWNDALE CITY COUNCIL REGULAR MEETING LAWNDALE PUBLIC FINANCING AUTHORITY REGULAR MEETING

Tuesday, September 8, 2020 - 6:30 p.m.  
Lawndale City Hall Council Chamber  
14717 Burin Avenue

#### **\* COVID-19 NOTICE \***

Consistent with Executive Orders from the Executive Department of the State of California and the Los Angeles County Health Official's "Safer at Home" Order, this City Council meeting will not be physically open to the public as City Councilmembers will be teleconferencing into the meeting via Webex Communications.

#### **How to observe the Meeting:**

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

#### **How to submit Public Comment:**

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

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

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

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

Items 1 through 10, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. **Consideration of Claims Against the City**  
Recommendation: that the City Council reject the claims filed by Lucia M. Magnifico and Jonnathan Flores and instruct staff to process the appropriate correspondence to the claimants.
2. **Final Parcel Map No 82885 for the subdivision of property located at 4626 163<sup>rd</sup> Street**  
Recommendation: that the City Council approve Final Parcel Map 82885
3. **Right-of-Way Dedication for property located at 4626 163<sup>rd</sup> Street**  
Recommendation: that the City Council approve the right-of-way dedication and authorize the City Clerk to transmit the documents to the County of Los Angeles Registrar Recorder/County Clerk's office.
4. **Administering Agency-State Agreement for State-Funded Projects (Caltrans Master Agreement No. 00570S)**  
Recommendation: that the City Council adopt Resolution No. CC-2009-047, authorizing the Mayor to execute the revised Caltrans Master Agreement No. 00570S.
5. **Accounts Payable Register**  
Recommendation: that the City Council adopts Resolution No. CC-2009-046, authorizing the payment of certain claims and demands in the amount of \$490,241.14.
6. **Minutes of the Lawndale City Council Special Meeting – August 13, 2020**  
Recommendation: that the City Council approve.
7. **Minutes of the Lawndale City Council Regular Meeting – August 17, 2020**  
Recommendation: that the City Council approve.
8. **Minutes of the Lawndale City Council Special Meeting – September 1, 2020**  
Recommendation: that the City Council approve.

#### LAWNDALE PUBLIC FINANCING AUTHORITY

9. **Annual Report of Redevelopment Bond Payments for Fiscal Year 2019-2020**  
Recommendation: that the Directors receive and file the report.
10. **Minutes of the Public Financing Authority Annual Meeting – September 3, 2019**  
Recommendation: that the Directors approve.

#### G. **ADMINISTRATION**

11. **Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding Allocation**  
Recommendation: that the City Council receive and file this report and/or provide further direction to staff regarding the City's CARES Act funding allocations.

**12. Purchase of Automated License Plate Reader for use by the Los Angeles Sherriff's Department**

Recommendation: that the City Council approve a \$5000 increase in appropriations to use the California Law Enforcement Equipment Fund for the initial payment of an Automated License Plate Reader to be used for contract Sheriff Department services.

**13. Award of Professional Engineering Service agreement to Iteris Inc., for the Local Road Safety Plan Study**

Recommendation: that the City Council (a) approve a Professional Engineering Services agreement with Iteris, Inc. for a not-to-exceed maximum amount of \$79,955 for the Local Road Safety Plan Study; (b) authorize the use of UDAG funding for the \$8,000 required local matching funds; and (c) direct the Director of Finance to adjust the budget as indicated in the Fiscal Impact section of the staff report.

**14. Opposing County of Los Angeles Charter Amendment, Measure J**

Recommendation: that the City Council approve Resolution No. CC-2009-048 opposing County of Los Angeles Charter Amendment, Measure J.

**H. CITY MANAGER'S REPORT**

**I. ITEMS FROM CITY COUNCILMEMBERS**

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

**J. ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, September 21, 2020 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 September 8, 2020 was posted not less than 72 hours prior to the meeting.

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Matthew Ceballos, Assistant City Clerk



# CITY OF LAWDALE

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

DATE: September 8, 2020  
TO: Honorable Mayor and City Council  
FROM: Kevin M. Chun, City Manager *KM*  
PREPARED BY: Raylette Felton, Assistant to the City Manager/ Human Resources Director  
SUBJECT: CONSIDERATION OF CLAIM AGAINST THE CITY

## BACKGROUND

The City of Lawndale received a claim for personal injury filed by Dordulian Law Group, representing Lucia M. Magnifico (Claimant) on or about April 7, 2020, and June 23, 2020. The claimant alleged that on March 24, 2020, she tripped and fell on a sidewalk at Marine Avenue and Eastwood Avenue, Lawndale CA, without any further information.

On August 24, 2020, the City received a personal injury claim filed by Downtown L.A. Law Group, representing Jonathan Flores (Claimant). The claimant alleged that on February 24, 2020, his vehicle was struck by a government vehicle causing injury.

## STAFF REVIEW

All claims were referred to the City's third party claims administrator, Carl Warren & Company, for review and investigation. Based on an investigation completed by Carl Warren, it was determined that liability for the claims could not be assigned to the City. As a result, Carl Warren recommends that the City reject the claims as filed.

## LEGAL REVIEW

N/A

## FUNDING

N/A

## RECOMMENDATION

Staff recommends that the City Council reject the claims filed by Lucia M. Magnifico and Jonathan Flores and instruct staff to process the appropriate correspondence to the claimants.

Attachments: 1). Claim for Damages to Person or Property dated April 7<sup>th</sup> and June 23, 2020; and Rejection Notice - Lucia M. Magnifico (2009772-WRG)  
2). Claim for Damages to Person or Property and Rejection Notice – Jonathan Flores (3004440- GRG)



**CITY OF LAWNDALE  
CLAIM FOR DAMAGES TO PERSON OR PROPERTY**

Reserve for Filing Stamp

File with the City Clerk  
14717 Burin Ave., Lawndale, CA 90260  
(310) 973-3200, Fax: (310) 644-4556

20 APR 7 4:59PM  
Claim No.: \_\_\_\_\_

**Instructions:**

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

| CITY OF LAWNDALE            |                           |                             |                       |
|-----------------------------|---------------------------|-----------------------------|-----------------------|
| Claimant's Name             | <i>Lucla M. Magnifico</i> | Claimant's Occupation       | <i>Retired</i>        |
| Claimant's Home Address     | [REDACTED]                | Claimant's Home Phone #     | <i>(424) 246-0865</i> |
| Claimant's Business Address | <i>N/A</i>                | Claimant's Business Phone # |                       |
|                             |                           |                             |                       |

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

*Dordullan Law Group 550 N. Brand Blvd. Sulte 550 Glendale, Ca 91203*

When did DAMAGE or INJURY occur? Date: 3/24/20 Time: 8:32 am  
 If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: \_\_\_\_\_  
 Names of any city employees involved in INJURY or DAMAGE  
*N/A*

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

*Marine Ave & Eastwood*

Describe in detail how the DAMAGE or INJURY occurred.

*Mrs. Magnifico was walking a dog the sidewalk is lifted and she trip and fell suffering injurles to her head & face*

Why do you claim the city is responsible?

*The city of Lawdale failed to provide proper maintanace to the sidewalk*

Describe in detail each INJURY or DAMAGE

*Head & face Injuries*

The amount claimed, as of the date of presentation of this claim, is computed as follows:

|   |          |  |          |
|---|----------|--|----------|
| Damages incurred to date (exact):                             | \$0      | Estimated prospective damages as far as known: | \$       |
| Damage to property  | \$0      | Future expenses for medical and hospital care  | \$15,000 |
| Expenses for medical and hospital care                        | \$10,000 | Future loss of earnings                        | \$5,000  |
| Loss of Earnings  | \$1,000  | Other prospective special damages              | \$       |
| Special Damages for   | \$       | Prospective general damages                    | \$25,000 |
|   |          | Total estimate prospective damages             | \$       |
| General Damages   | \$15,000 |  |          |
| Total Damages incurred to date                                | \$26,000 |  |          |
| Total amount claimed as of date of presentation of this claim |          |  | \$45,000 |

Was damage and/or injury investigated by police? no If so, what city? yes File #: \_\_\_\_\_

Were paramedics or ambulance called? yes If so, name city or ambulance Unknown

If injured, state date, time, 3/24/2020 @12:38pm

name and address of doctor of your first visit Little Co. of Mary Torrance

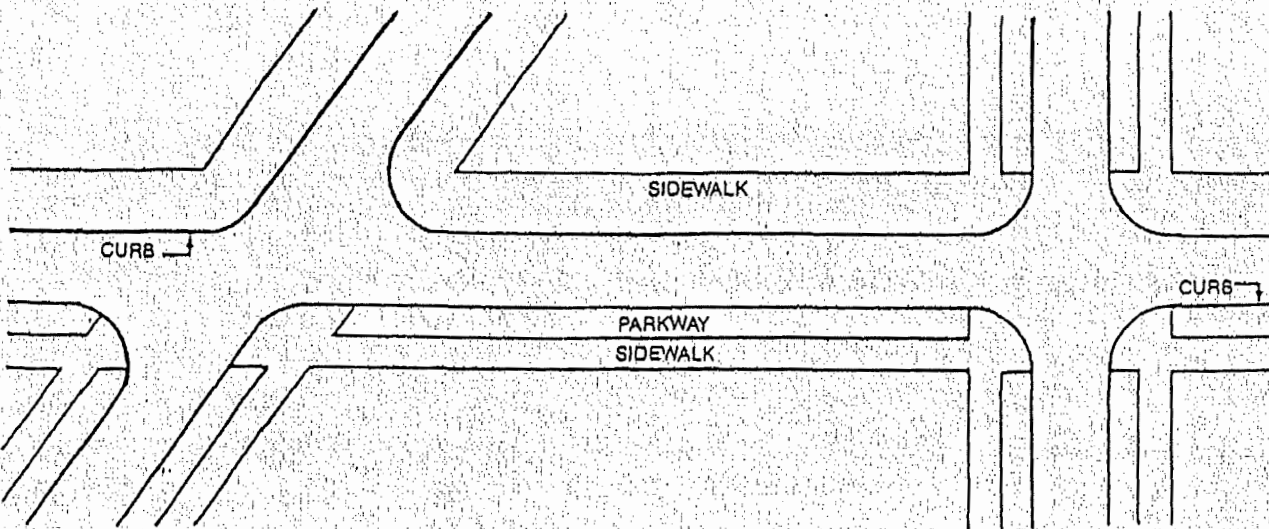
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

|            |               |             |
|------------|---------------|-------------|
| Name _____ | Address _____ | Phone _____ |
| Name _____ | Address _____ | Phone _____ |
| Name _____ | Address _____ | Phone _____ |

DOCTORS and HOSPITALS:

|  |   |                               |
|--|---|-------------------------------|
| Hospital <u>Little Co. Of Mary Torranc</u> | Address <u>4101 Torrance Blvd, Torrance, CA 90503</u> | Date of Hospitalization _____ |
| Doctor _____                               | Address _____   | Date of Treatment _____       |
| Doctor _____                               | Address _____   | Date of Treatment _____       |

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

Typed/Printed Name

Date

*[Redacted Signature]*

Samuel Dardick 4/3/2020

2nd Request

Reserve for Filing Stamp



**CITY OF LAWNSDALE  
CLAIM FOR DAMAGES TO PERSON OR PROPERTY**

File with the City Clerk  
14717 Burin Ave., Lawndale, CA 90260  
(310) 973-3200, Fax: (310) 644-4556

'20 JUN 23 7:16AM

Claim No.: \_\_\_\_\_

**Instructions:**

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

| CITY OF LAWNSDALE           |                   |                             |                |
|-----------------------------|-------------------|-----------------------------|----------------|
| Claimant's Name             | Luca M. Magnifico | Claimant's Occupation       | Retired        |
| Claimant's Home Address     | [REDACTED]        | Claimant's Home Phone #     | (424) 246-0865 |
| Claimant's Business Address | N/A               | Claimant's Business Phone # |                |

Address and telephone number to which you desire notices or communications to be sent regarding this claim:  
*Dordullan Law Group 550 N. Brand Blvd, Suite 550 Glendale, Ca 91203*

When did DAMAGE or INJURY occur? Date: 3/24/20 Time: 8:32 am  
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: \_\_\_\_\_  
Names of any city employees involved in INJURY or DAMAGE  
*N/A*

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:  
*Marine Ave & Eastwood*

Describe in detail how the DAMAGE or INJURY occurred.  
*Mrs. Magnifico was walking a dog the sidewalk is lifted and she tripped and fell suffering injuries to her head & face*

Why do you claim the city is responsible?  
*The city of Lawndale failed to provide proper maintenance to the sidewalk*

Describe in detail each INJURY or DAMAGE  
*Head & face injuries*

The amount claimed, as of the date of presentation of this claim, is computed as follows:

|   |          |  |          |
|---|----------|--|----------|
| Damages incurred to date (exact):                             | \$0      | Estimated prospective damages as far as known: | \$       |
| Damage to property  | \$0      | Future expenses for medical and hospital care  | \$15,000 |
| Expenses for medical and hospital care                        | \$10,000 | Future loss of earnings                        | \$5,000  |
| Loss of Earnings  | \$1,000  | Other prospective special damages              | \$       |
| Special Damages for   | \$       | Prospective general damages                    | \$25,000 |
|   |          | Total estimate prospective damages             | \$       |
| General Damages   | \$15,000 |  |          |
| Total Damages incurred to date                                | \$26,000 |  |          |
| Total amount claimed as of date of presentation of this claim |          |  | \$45,000 |

Was damage and/or injury investigated by police? no If so, what city? yes File #: \_\_\_\_\_

Were paramedics or ambulance called? yes If so, name city or ambulance Unknown

If injured, state date, time, 3/24/2020 @ 12:38pm

name and address of doctor of your first visit Little Co. of Mary Torrance

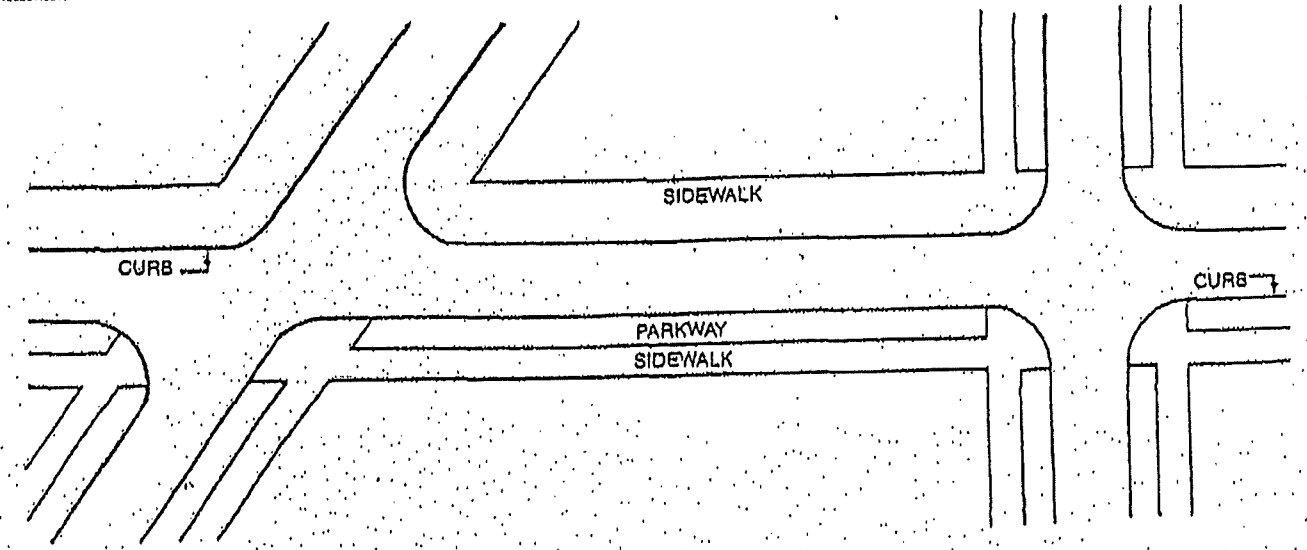
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

|            |               |             |
|------------|---------------|-------------|
| Name _____ | Address _____ | Phone _____ |
| Name _____ | Address _____ | Phone _____ |
| Name _____ | Address _____ | Phone _____ |

**DOCTORS and HOSPITALS:**

|   |   |                               |
|---|---|-------------------------------|
| Hospital <u>Little Co. Of Mary Torrance</u> | Address <u>4101 Torrance Blvd, Torrance, CA 90503</u> | Date of Hospitalization _____ |
| Doctor _____                                | Address _____   | Date of Treatment _____       |
| Doctor _____                                | Address _____   | Date of Treatment _____       |

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

Typed/Printed Name

Date

[Redacted Signature]

Samuel Dardick 4/3/2020





**CARL WARREN & COMPANY**  
Claims Management and Solutions

August 13, 2020

TO: City of Lawndale

ATTENTION: Raylette Felton

Re: Principal : CJPIA  
Member Agency : City of Lawndale  
Date of Event : 03/24/2020  
Claimant : Lucia Magnifico  
Our File Number : 2009772-WRG

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

**CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions, please feel free to contact the undersigned adjuster or assigned supervisor.

Very truly yours,

CARL WARREN & COMPANY

William L. Rice  
Claims Examiner



**CITY OF LAWNDALE  
CLAIM FOR DAMAGES TO PERSON OR PROPERTY**

Reserve for Filing Stamp

File with the City Clerk  
14717 Burin Ave., Lawndale, CA 90260  
(310) 973-3200, Fax: (310) 644-4556

20 AUG 24 12:05PM

Claim No.: \_\_\_\_\_

**Instructions:**

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

| CITY OF LAWNDALE            |                        |                             |                       |
|-----------------------------|------------------------|-----------------------------|-----------------------|
| Claimant's Name             | <i>Jonathan Flores</i> | Claimant's Occupation       | <i>Pending</i>        |
| Claimant's Home Address     | [REDACTED]             | Claimant's Home Phone #     | <i>(310) 256-8599</i> |
| Claimant's Business Address |                        | Claimant's Business Phone # |                       |
|                             |                        |                             |                       |

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

*Downtown LA Law Group; 601 N. Vermont Ave., Los Angeles, CA 90004*

When did DAMAGE or INJURY occur?      Date: 2/24/20      Time: 3:30 pm  
 If claim is for Equitable Indemnity, give date claimant served with the complaint:      Date: \_\_\_\_\_  
 Names of any city employees involved in INJURY or DAMAGE

*Unknown*

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

*Intersection of 153rd Street and Grevillea Ave., Los Angeles, CA 90260*

Describe in detail how the DAMAGE or INJURY occurred.

*Mr. Flores was traveling on WB 153rd Street when a driver of a government vehicle failed to yield at a stop sign and struck Mr. Flores' vehicle causing him to sustain injury.*

Why do you claim the city is responsible?

*The driver of the government vehicle failed to properly operate the vehicle per cvc codes.*

Describe in detail each INJURY or DAMAGE

*Mr. Flores' injuries include but not limited to: head and back. Treatment still ongoing and pending.*

The amount claimed, as of the date of presentation of this claim, is computed as follows:

|   |              |  |              |
|---|--------------|--|--------------|
| Damages incurred to date (exact):                             | \$ Pending   | Estimated prospective damages as far as known: | \$ Pending   |
| Damage to property  | \$ 4,176     | Future expenses for medical and hospital care  | \$ Pending   |
| Expenses for medical and hospital care                        | \$ Pending   | Future loss of earnings                        | \$ Pending   |
| Loss of Earnings  | \$ Pending   | Other prospective special damages              | \$ Pending   |
| Special Damages for   | \$ Pending   | Prospective general damages                    | \$ Pending   |
|   |              | Total estimate prospective damages             | \$ Pending   |
| General Damages   | \$ 1,000,000 |  |              |
| Total Damages incurred to date                                | \$ Pending   |  |              |
| Total amount claimed as of date of presentation of this claim |              |  | \$ 1,004,176 |

Was damage and/or injury investigated by police? Yes If so, what city? CHP File #: 920018630332

Were paramedics or ambulance called? No If so, name city or ambulance \_\_\_\_\_

If injured, state date, time, Pending

name and address of doctor of your first visit \_\_\_\_\_

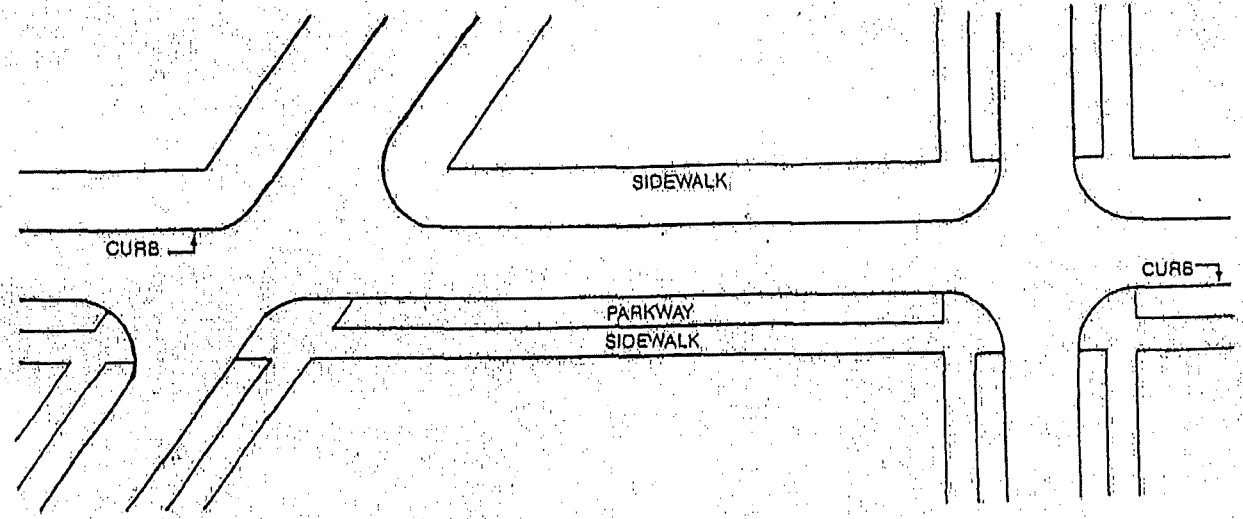
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

|            |               |             |
|------------|---------------|-------------|
| Name _____ | Address _____ | Phone _____ |
| Name _____ | Address _____ | Phone _____ |
| Name _____ | Address _____ | Phone _____ |

DOCTORS and HOSPITALS:

|                |               |                               |
|----------------|---------------|-------------------------------|
| Hospital _____ | Address _____ | Date of Hospitalization _____ |
| Doctor _____   | Address _____ | Date of Treatment _____       |
| Doctor _____   | Address _____ | Date of Treatment _____       |

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

Typed/Printed Name

Date

[Signature] Asst at DTRA LW

Amlra Rezkallah OBO Jonathan Flores

8/9/2020



**CARL WARREN & COMPANY**  
Claims Management and Solutions

August 26, 2020

To: City of Lawndale  
Attention: Raylette Felton

RE: Claimant : Jonathan Flores  
Date of Loss : 2-24-2020  
Claim Filing Date : 8-24-2020  
Our File Number : 3004440 GRG

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist



# CITY OF LAWDALE

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

DATE: September 8, 2020  
TO: Honorable Mayor and City Council  
FROM: Kevin M. Chun, City Manager *KM*  
PREPARED BY: Kahono Oei P.E., Interim Director of Public Works *OH*  
SUBJECT: Approval of Final Parcel Map No. 82885

## BACKGROUND

Per Ordinance No. 951-05, the City Engineer shall notify the City Council that a final parcel map has been submitted for review by the City Engineer. If all requirements and conditions of approval pertaining to said parcel map have been complied with and all other requirements of the Subdivision Map Act have been complied with, the City Engineer shall certify the parcel map and arrange for the transmittal of the parcel map to the County of Los Angeles Registrar, Recorder, County Clerk's office.

## STAFF REVIEW

The City Engineer has reviewed Parcel Map No. 82885 for the subdivision of property located at 4626 163<sup>rd</sup> Street, Lawndale, California. The City Engineer will approve the final map within 10 days following this City Council meeting and transmit it to the County of Los Angeles Registrar, Recorder, County Clerk's office for recordation.

## COMMISSION REVIEW

N/A

## LEGAL REVIEW

N/A

## FISCAL DATA

N/A

RECOMMENDATION

Staff recommends that the City Council approve the final Parcel Map 82885.

Attachment: Parcel Map 82885

Reviewed and Approved:

\_\_\_\_\_  
Rhonda H. Gorman City Clerk

\_\_\_\_\_  
Marla Pendleton, Finance Director

\_\_\_\_\_  
Kevin M. Chun, City Manager

\_\_\_\_\_  
Sean Moore, Comm. Development Director

1 PARCEL  
5,763 SQ.FT.

# PARCEL MAP NO. 82885

SHEET 1 OF 2

IN THE CITY OF LAWDALE  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 158, TRACT NO. 5781, AS PER MAP RECORDED IN BOOK 67,  
PAGE 26 OF MAPS, AND A PORTION OF CONDON AVENUE VACATED BY RESOLUTION  
NO. 631, RECORDED ON MARCH 3, 1966 AS INSTRUMENT NO. 2569, BOTH IN  
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

**ENGINEER'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HAMID POURNAMDARI ON SEPTEMBER 6, 2019. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.



\_\_\_\_\_  
BRUCE BORNEMANN, R.C.E. 28456      DATE

**BASIS OF BEARINGS STATEMENT:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N 89° 56'00" E OF THE CENTERLINE OF 163RD STREET (FORMERLY HARDING AVENUE) AS SHOWN ON MAP OF TRACT NO. 5781, FILED IN BOOK 67, PAGE 26, OF MAPS, RECORDS OF THE COUNTY OF LOS ANGELES.

**CITY ENGINEER'S STATEMENT:**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF LAWDALE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, SECTION 66450 (a)(1), (2) AND (3) HAVE BEEN COMPLIED WITH.

\_\_\_\_\_  
KAHONO OEI, R.C.E. 52652      DATE  
CITY ENGINEER, CITY OF LAWDALE

**CITY SURVEYOR'S STATEMENT:**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

\_\_\_\_\_  
LARRY V. CASE, L.S. 5411      DATE  
CITY SURVEYOR, CITY OF LAWDALE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: \_\_\_\_\_      DATE  
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 82571 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: \_\_\_\_\_      DATE  
DEPUTY

**SUBDIVIDER'S STATEMENT:**

I HEREBY STATE THAT I AM THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND I CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

\_\_\_\_\_  
HAMID POURNAMDARI      SUBDIVIDER AND RECORD OWNER

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      } S.S.  
COUNTY OF LOS ANGELES

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC,

PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS OF THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_      MY COMMISSION NUMBER: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_      MY COMMISSION EXPIRES: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

**SPECIAL ASSESSMENT'S CERTIFICATE:**

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF LAWDALE, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

\_\_\_\_\_  
BY: MARLA PENDLETON      DATE  
FINANCE DIRECTOR, CITY OF LAWDALE

**DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE:**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND DETERMINED THAT IT CONFORMS WITH THE TENTATIVE MAP AND WITH ALL CHANGES PERMITTED AND ALL REQUIREMENTS IMPOSED AS A CONDITION TO ITS ACCEPTANCE.

\_\_\_\_\_  
BY: SEAN MOORE      DATE  
DIRECTOR OF COMMUNITY DEVELOPMENT, CITY OF LAWDALE

**CONDOMINIUM NOTE:**

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 2 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNIT.

**SIGNATURE OMISSIONS NOTE:**

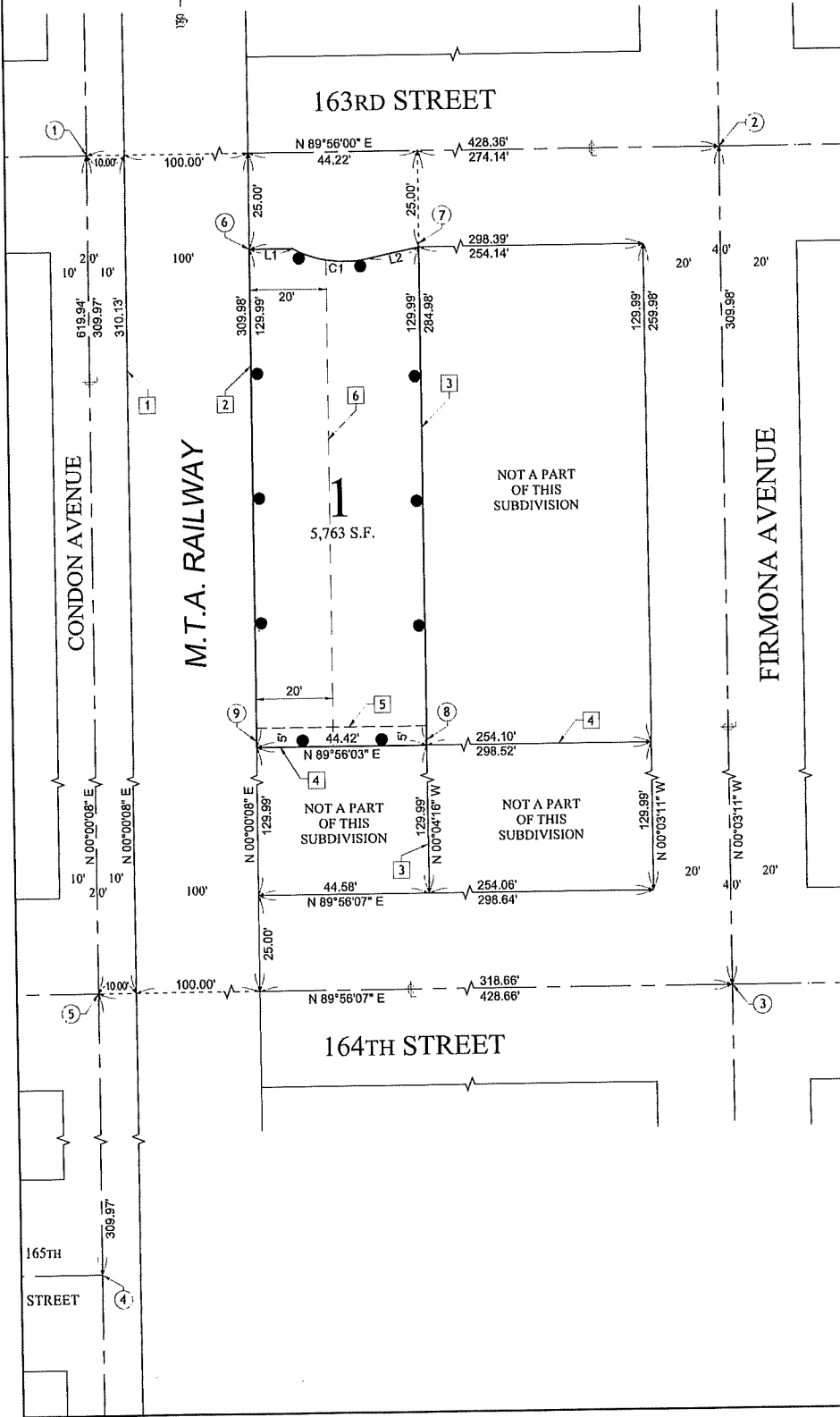
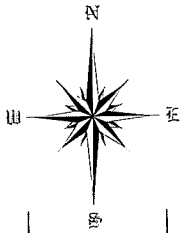
THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-iii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

GORDON W. WATTLES, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER DEED RECORDED ON JANUARY 23, 1928 IN BOOK 7803, PAGE 156 OF OFFICIAL RECORDS.

ASSOCIATED TELEPHONE COMPANY, LTD, HOLDER OF AN EASEMENT FOR CONDUITS, PIPES AND POLES AND INCIDENTAL PURPOSES, PER DEED RECORDED IN BOOK 19226, PAGE 101 OF OFFICIAL RECORDS.

# PARCEL MAP NO. 82885

IN THE CITY OF LAWDALE  
 COUNTY OF LOS ANGELES  
 STATE OF CALIFORNIA  
 FOR CONDOMINIUM PURPOSES



**POINT NOTES**

- ① FOUND SPK & W PER R2.
- ② FOUND GEAR SPK & W STAMPED "LS 5411" PER R3.
- ③ FOUND GEAR SPK & W STAMPED "LS 5411" PER R4.
- ④ FOUND SPK & W PER R2.
- ⑤ NOTHING FOUND, NOTHING SET, ESTABLISHED BY PRORATION BETWEEN ① AND ④.
- ⑥ SET 2" I.P. TAGGED "RCE 28456" 1.00' N'LY OF P.C. ALONG P.L. PROD.
- ⑦ SET L&T TAGGED "RCE 28456" 1.00' N'LY OF P.C. ALONG P.L. PROD.
- ⑧ SET 2" I.P. TAGGED "28456" 0.25' W'LY OF P.C. ALONG S'LY P.L.
- ⑨ SET L&T TAGGED "28456" 0.50' N'LY OF P.C. ALONG W'LY P.L., AND 1.00' W'LY, PERPENDICULARLY THEREOF.

**LINE NOTES**

- ① W'LY LINE OF M.T.A. RAILWAY. ESTABLISHED 10.00' E'LY OF CONDON AVE.
- ② E'LY LINE OF M.T.A. RAILWAY. ESTABLISHED 100.00' E'LY OF ①.
- ③ W'LY LINE OF LOTS 157 AND 192. ESTABLISHED BY PRORATION BETWEEN ⑥ AND FIRMONA AVENUE.
- ④ N'LY LINE OF LOTS 191 THROUGH 197. ESTABLISHED BY PRORATION BETWEEN 163RD STREET AND 164TH STREET.
- ⑤ N'LY LINE OF A 5 FOOT EASEMENT PER R5 AND R6.
- ⑥ E'LY LINE OF CONDON AVE. VACATED PER RESOLUTION NO. 631, MARCH 3, 1966, O.R. 2569.

**LEGEND**

● ● INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

**RECORD REFERENCES**

- R1: TRACT NO. 5781 M.B. 67-26
- R2: PWFB 0617-1087-1088
- R3: PWFB 0617-1864-1865
- R4: PWFB 0617-1862-1863
- R5: EASEMENT DEED FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES TO GORDON W. WATTLES, RECORDED JANUARY 23, 1928 AS BOOK 7803, PAGE 156 OF OFFICIAL RECORDS.
- R6: EASEMENT DEED FOR CONDUITS, PIPES AND POLES AND INCIDENTAL PURPOSES TO ASSOCIATED TELEPHONE COMPANY, LTD, RECORDED AS BOOK 19226, PAGE 101 OF OFFICIAL RECORDS.

**LINE AND CURVE DATA**

- L1: N 89° 56' 00" E 11.31'
- L2: N 77° 44' 51" E 13.54'
- C1: R=28.50' D=40° 53' 02" L=20.34'





# CITY OF LAWDALE

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

DATE: September 8, 2020  
TO: Honorable Mayor and City Council  
FROM: Kevin M. Chun, City Manager *KMC*  
PREPARED BY: Kahono Oei P.E., Interim Director of Public Works *OC*  
SUBJECT: Accepting Right-of-Way Dedication for Property Located at 4626 163<sup>rd</sup> Street

## BACKGROUND

The property owner at 4626 163<sup>rd</sup> Street submitted a request to subdivide their property for the development of a two unit condominium project. Based on the parcel map submitted, the Public Works Department provided conditions of approval for the project to dedicate an additional 4' wide right-of-way to accommodate the construction of sidewalk fronting the property.

## STAFF REVIEW

The legal description and exhibit were prepared by the property owner's civil engineer and Public Works staff has reviewed/approved the legal description and is ready for acceptance and recordation. Per the requirement of the Subdivision Map Act, the City Council shall accept the right-of-way dedication and arrange for the transmittal of the dedication to the County of Los Angeles Registrar, Recorder and County Clerk's office.

## COMMISSION REVIEW

N/A

## LEGAL REVIEW

N/A

## FISCAL DATA

N/A

## RECOMMENDATION

Staff recommends that the City Council approve the right-of-way dedication, attached herewith, and authorize the City Clerk to transmit the documents to the County of Los Angeles Registrar, Recorder and County Clerk's office.

Attachment: Legal description and exhibit

WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF LAWNSDALE  
14717 BURIN AVENUE  
LAWNSDALE, CA. 90260

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EXEMPT RECORDING REQUESTED BY CITY OF LAWNSDALE PER GOV'T CODE 6103

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT THE RIGHT OF WAY DEDICATION - ROAD AND UTILITIES PURPOSES FROM HAMID POURNAMDARI, DATED August 14, 2020, 2020, IS HEREBY ACCEPTED BY THE CITY OF LAWNSDALE PURSUANT TO AUTHORITY CONFERRED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AND THE GRANTEEES CONSENT TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED AGENT.

DATED: \_\_\_\_\_

CITY OF LAWNSDALE

BY \_\_\_\_\_  
RHONDA HOFFMAN GORMAN, CITY CLERK

WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF LAWNSDALE  
14717 BURIN AVENUE  
LAWNSDALE, CA. 90260

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EXEMPT RECORDING REQUESTED BY CITY OF LAWNSDALE PER GOV'T CODE 6103

RIGHT OF WAY DEDICATION - ROAD AND UTILITIES PURPOSES

THE UNDERSIGNED, BEING THE PRESENT TITLE OWNER OF RECORD OF THE HEREIN DESCRIBED PARCEL OF LAND, DO HEREBY MAKE AN IRREVOCABLE RIGHT OF WAY DEDICATION TO THE CITY OF LAWNSDALE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS OR ASSIGNS, FOR PUBLIC ROAD, STREET, HIGHWAY, AND UTILITIES PURPOSES, THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" (LEGAL DESCRIPTION) AND SHOWN ON EXHIBIT "B" (PLAT MAP) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH SET FORTH IN FULL.

IT IS UNDERSTOOD AND AGREED THAT THE CITY OF LAWNSDALE AND ITS SUCCESSORS AND ASSIGNS SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFER OF DEDICATION, AND SHALL NOT ASSUME ANY RESPONSIBILITY FOR THE OFFERED PARCEL OF LAND OR ANY IMPROVEMENTS THEREON OF THEREIN, UNTIL SUCH OFFER HAS BEEN ACCEPTED BY APPROPRIATE ACTION OF THE LAWNSDALE CITY COUNCIL OR ITS SUCCESSORS OR ASSIGNS.

THE PROVISIONS HEREOF SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON HEIRS, SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES OF THE RESPECTIVE PARTIES HERETO.

IN WITNESS THEREOF, THESE PRESENTS HAVE EXECUTED THIS INSTRUMENT ON THIS 14<sup>th</sup> DAY OF August, 2020.

  
\_\_\_\_\_  
HAMID POURNAMDARI

APN- 4080-011-007

SEE ATTACHED ACKNOWLEDGEMENT

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            S.S.  
COUNTY OF LOS ANGELES

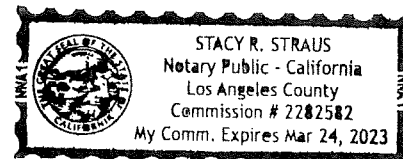
ON August 14, 2020 BEFORE ME, Stacy R. Straus, NOTARY PUBLIC,  
PERSONALLY APPEARED Hamid Pournamdari WHO PROVED TO ME ON THE BASIS OF  
SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN  
INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED  
CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS OF THE ENTITY  
UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE  
FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Stacy R. Straus MY COMMISSION NUMBER: 2282582  
PRINTED NAME: Stacy R. Straus MY COMMISSION EXPIRES: March 24, 2023

MY PRINCIPAL PLACE OF BUSINESS IS LOS ANGELES COUNTY



## EXHIBIT "A" LEGAL DESCRIPTION

All of the following described real property in the City of Lawndale, County of Los Angeles, State of California, and more particularly described as follows:

Being a portion of lot 158, Tract No. 5781, as per map recorded in Book 67, Page 26 of Maps and a portion of Condon Avenue vacated by Resolution No. 631, recorded on March 3, 1966, as instrument No. 2569, both of Official Records of said County, more particularly described as:

Beginning at the Northeast corner of said lot 158, thence westerly along the northerly line of said lot having a bearing of South 89 degrees 56 minutes West 32.94 feet, plus or minus, to a non-tangent point of intersection with a curve concave to the North having a radius of 28.50 feet, thence easterly along said curve to a point of tangency with a line having a bearing of North 77 degrees 44 minutes 51 seconds East; thence northeasterly along said line to the point of beginning.

SIDEWALK DEDICATION DIAGRAM

SITE ADDRESS:

4626 W. 163RD ST  
LAWNDALE, CA 90260

ASSESSOR'S ID #:

4080-011-007

MAP ISSUE DATE:

4-28-2020

MAP PRODUCED BY:

BBCivil  
Bruce Bornemann, R.C.E. 28456  
310-467-4332  
1814 W. 247TH ST.  
LOMITA, CA 90717  
bruce@bornemannla.com



EXHIBIT "B" PLAT MAP



SCALE: 1"=8'

163RD STREET

N 89°56'00" E [B.O.B.]

25'

25'

M.T.A RIGHT-OF-WAY

11.31'

N 89°56'00" E 44.25'

32.94'

R=28.50'  
L=20.34'  
D=40°53'02"

S 77°44'51" W  
13.54'

LOT 158 AND A POR. OF  
CONDON AVE. (VAC.), TRACT  
NO. 5781 M.B. 67-26

LOT 157,  
TRACT NO. 5781  
M.B. 67-26



# CITY OF LAWNDALE

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

DATE: September 8, 2020

TO: Honorable Mayor and City Council

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

PREPARED BY: Kahono Oei, P.E., Director of Public Works/City Engineer *JO*  
Alex Chou, Associate Engineer *AC*

SUBJECT: Adoption of Resolution No. CC-2009-047 Approving an Administering Agency-State Agreement for State-Funded Projects (Master Agreement No. 00570S)

## BACKGROUND

On December 1, 2008, the City Council adopted a Resolution No. CC-0812-077 approving the Master Agreement No. 07-5360R for federal funding, supervision, and implementation of certain qualified street and highway related projects.

Throughout the years, California Department of Transportation (Caltrans) has made some changes to the original master agreement. Hence, Caltrans' procedure requires a resolution authorizing the Mayor to execute the new Master Agreement in order to maintain eligibility for various programs.

## STAFF REVIEW

Prior to receiving any federal aid or state funds from the Federal-Aid Highway Program for local projects, it is essential to have a Master Agreement in place for Federal-Aid Projects.

The Master Agreement covers the terms and conditions for all Federal-Aid Projects administered by Caltrans. Periodically, Caltrans updates the agreement with new federal regulations, various changes in policies, amended reporting requirements, and the administering agency is responsible to provide a full-time employee to be in charge of each project who is not a consultant.

This agreement supersedes the previous Master Agreement and impacts all existing supplemental agreements for individual Federal-Aid Projects.

## LEGAL REVIEW

The City Attorney has reviewed the Master Agreement and the related resolutions, and approved the documents as to form.



FISCAL IMPACT

The proposed resolution has no fiscal impact to the City. It is essential to have the proposed agreement in place to utilize all federal and state funded projects.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2009-047 authorizing the Mayor to execute the revised Caltrans Master Agreement No. 00570S.

Attachments:

1. Resolution No. CC-2009-047
2. Caltrans Master Agreement No. 00570S
3. Resolution No. CC-0812-077

**ATTACHMENT 1**  
Resolution No. CC-2009-047

**RESOLUTION NO. CC-2009-047**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA,  
ADOPTING AN ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE-FUNDED PROJECTS, MASTER AGREEMENT NO. 00570S**

WHEREAS, on December 1, 2008, City Council adopted Resolution No. CC-0812-077 approving the Master Agreement No. 07-5360R; and

WHEREAS, the State of California Department of Transportation (Caltrans) has issued an update to Master Agreement 00570S, covering all Federal-Aid Projects; and

WHEREAS, federal regulations require that the local agency designate by resolution, the individual authorized to execute said Master Agreement on behalf of the local agency; and

WHEREAS, this new Master Agreement supersede the previous Master Agreement.

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

SECTION 1. The Mayor is hereby authorized to execute the Administering Agency-State Master Agreement No. 00570S for federally funded projects.

SECTION 2. The City Clerk of the City of Lawnsdale shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED this 8th day of September, 2020.

\_\_\_\_\_  
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 Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2009-047 at a regular meeting of said Council held on the 8<sup>th</sup> day of September, 2020 by the following roll call vote:

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

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

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

**ATTACHMENT 2**  
Master Agreement No. 00570S

MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
STATE-FUNDED PROJECTS

07 City of Lawndale  
-----

District     Administering Agency

Agreement No. 00570S

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lawndale, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.



18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

## ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

#### ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.



## ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.
11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.
13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.
14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.
15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.
16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.
17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of Lawndale

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

City of Lawndale  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

### 5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

**ATTACHMENT 3**  
Resolution No. CC-0812-077

RESOLUTION NO. CC-0812-077

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA,  
AUTHORIZING AN ADMINISTERING AGENCY-STATE AGREEMENT  
FOR FEDERAL FUNDS WITH THE STATE OF CALIFORNIA FOR FUNDING FROM  
THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT

WHEREAS, the City of Lawndale desires to obtain funds from the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and subsequent Transportation Authorization Bills for use on local transportation facilities as local administered project(s); and

WHEREAS, the City of Lawndale is eligible to receive federal and/or state funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

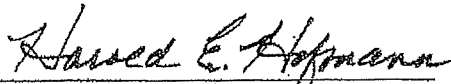
WHEREAS, before federal funds will be made available for a specific program project the State is required to enter into an agreement with the City of Lawndale to establish terms and conditions applicable to the City of Lawndale when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, Master Agreements and Supplemental Agreements need to be executed with the California Department of Transportation before such funds can be claimed.

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

Section 1. That the Mayor is hereby authorized to execute the Administering Agency-State Master Agreement No. 07-5360R for federally funded projects, a copy of which is attached hereto and incorporated herein as Exhibit "A".

PASSED, APPROVED AND ADOPTED this 1st day of December, 2008.

  
Harold E. Hofmann, Mayor

ATTEST:

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

I, Paula Hartwill, City Clerk of the City of Lawndale, California, do hereby certify that the foregoing Resolution No. CC-0812-077 was duly approved and adopted by the City Council of the City of

Lawndale at a regular meeting of said Council held on the 1st day of December, 2008, by the following roll call vote:

AYES: Hofmann, Ramsey, Rudolph, Pullen-Miles, Osborne  
NOES: None  
ABSENT: None  
ABSTAIN: None

Paula Hartwill, City Clerk  
Paula Hartwill, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney  
Tiffany J. Israel, City Attorney

I, Paula L. Giamario, Asst., City Clerk of the City of Lawndale, California, do hereby certify that the attached is a full, true and correct copy of the original document currently on file in my office.

Dated this 8th day of December, 2008

By Paula L. Giamario  
Asst., City Clerk of the City of Lawndale, California



**RESOLUTION NO. CC-2009-046**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$490,241.14**

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

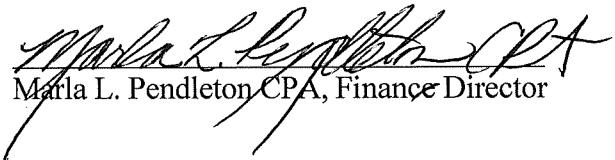
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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

SECTION 3. That the claims and demands paid by check numbers 200046 through 200201 for the aggregate total of \$490,241.14 are hereby authorized.

Effective Date: September 8<sup>th</sup>, 2020

Certified by:

  
Marla L. Pendleton, CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 8<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
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 Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2009-046 at a regular meeting of said Council held on the 8<sup>th</sup> day of September, 2020, by the following roll call vote:

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

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

# Check Register Report

Date: 08/13/2020  
Time: 11:23 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    |
|------------------------------------|------------|---------|----------------|---------------|--------------------------------|--------------------------------|-----------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                                |                                |           |
| 200046                             | 08/13/2020 | Printed |                | 7591          | WESAM ABOUELATA                | CONST & DEMO DEBRIS DEP REFUND | 4,340.62  |
| 200047                             | 08/13/2020 | Printed |                | 1541          | ALESHIRE & WYNDER, LLP         | LEGAL SERVICES                 | 51,442.33 |
| 200048                             | 08/13/2020 | Printed |                | 0115          | AT & T                         | PHONE SERVICES                 | 14.91     |
| 200049                             | 08/13/2020 | Printed |                | 0613          | BERICOM IT & DESIGN            | INFORMATION AND TECH SERVICES  | 11,902.00 |
| 200050                             | 08/13/2020 | Printed |                | 0158          | CALIFORNIA J P I A             | PROPERTY INSURANCE PREMIUMS    | 98,339.00 |
| 200051                             | 08/13/2020 | Printed |                | 0615          | CLEANSTREET                    | STREET SWEEPING CITYWIDE       | 18,243.50 |
| 200052                             | 08/13/2020 | Printed |                | 6886          | EMPIRE CLEANING SUPPLIES       | MAINTENANCE SUPPLIES           | 1,078.97  |
| 200053                             | 08/13/2020 | Printed |                | 0236          | EMPLOYMENT DEVELOPMENT DEPT    | UNEMPLOYMENT INSURANCE         | 23,441.00 |
| 200054                             | 08/13/2020 | Printed |                | 1288          | EWING IRRIGATION PRODUCTS INC  | IRRIGATION PARTS               | 147.98    |
| 200055                             | 08/13/2020 | Printed |                | 6092          | FORMS+SURFACES                 | STREET LITTER CONTAINERS       | 8,545.92  |
| 200056                             | 08/13/2020 | Printed |                | 6636          | FRONTIER COMMUNICATIONS        | PHONE CHARGES                  | 118.56    |
| 200057                             | 08/13/2020 | Printed |                | 6530          | GENERAL INDUSTRIAL TOOL & SUPP | MASKS                          | 66.02     |
| 200058                             | 08/13/2020 | Printed |                | 1022          | GLADWELL GOVERNMENTAL SVC INC  | CONTRACT SERVICES              | 1,580.00  |
| 200059                             | 08/13/2020 | Printed |                | 6231          | GREENLAND SUPPLY INC.          | IRRIGATION PARTS               | 218.93    |
| 200060                             | 08/13/2020 | Printed |                | 7466          | HAWTHORNE ELECTRIC SUPPLY      | LIGHTS FOR CITY HALL           | 137.13    |
| 200061                             | 08/13/2020 | Printed |                | 6051          | INFANTE BROS LAWNMOVER SHOP    | TOOL REPAIR                    | 145.39    |
| 200062                             | 08/13/2020 | Printed |                | 2307          | KALBAN, INC.                   | RETENTION RELEASE              | 28,700.52 |
| 200063                             | 08/13/2020 | Printed |                | 4629          | L.A COUNTY AUDITOR CONTROLLER  | LAFCO OPERATING COST FY 20/21  | 537.77    |
| 200064                             | 08/13/2020 | Printed |                | 0325          | LIEBERT CASSIDY WHITMORE       | PROFESSIONAL SERVICES          | 2,538.50  |
| 200065                             | 08/13/2020 | Printed |                | 3775          | LOS ANGELES COUNTY FIRE DEPT   | HAZ MAT DISCLOSURE PROGRAM     | 503.00    |
| 200066                             | 08/13/2020 | Printed |                | 0337          | MANAGED HEALTH NETWORK         | EMP. ASSISTANCE PROGRAM-AUG-20 | 94.05     |
| 200067                             | 08/13/2020 | Printed |                | 6445          | MICHAEL BAKER INTL, INC        | PROFESSIONAL SERVICES          | 1,636.25  |
| 200068                             | 08/13/2020 | Printed |                | 0367          | OFFICE DEPOT                   | OFFICE SUPPLIES                | 8.96      |
| 200069                             | 08/13/2020 | Printed |                | 7392          | ONLINE SOLUTIONS LLC           | CITYVIEW DATA MIGRATION        | 34,250.00 |
| 200070                             | 08/13/2020 | Printed |                | 5216          | POWERSTRIDE BATTERY            | VEHICLE BATTERY REPLACEMENT    | 94.71     |
| 200071                             | 08/13/2020 | Printed |                | 6123          | PRUDENTIAL OVERALL SUPPLY      | UNIFORM CLEANING SERVICE       | 51.84     |
| 200072                             | 08/13/2020 | Printed |                | 0403          | R.H.F. INC.                    | EQUIPMENT MAINTENANCE          | 425.00    |
| 200073                             | 08/13/2020 | Printed |                | 5895          | RICOH USA INC                  | EQUIPMENT RENTAL               | 2,142.66  |
| 200074                             | 08/13/2020 | Printed |                | 7565          | RUSHER AIR CONDITIONING        | HVAC MAINTNEANCE SERVICE       | 1,348.00  |
| 200075                             | 08/13/2020 | Printed |                | 4533          | SOUTH BAY LANDSCAPING INC      | LANDSCAPING MAINTENANCE SVCS   | 18,775.00 |
| 200076                             | 08/13/2020 | Printed |                | 0439          | SOUTHERN CALIFORNIA EDISON CO. | UTILITIES ELECTRICITY          | 16,957.30 |
| 200077                             | 08/13/2020 | Printed |                | 0440          | SOUTHERN CALIFORNIA GAS CO.    | UTILITIES GAS CHARGES          | 357.03    |
| 200078                             | 08/13/2020 | Printed |                | 0459          | THOMAS STRICKFADEN             | MILEAGE REIMBURSEMENT          | 105.80    |
| 200079                             | 08/13/2020 | Printed |                | 2002          | THE STANDARD, UNIT 22          | INSURANCE PREMIUMS             | 1,575.50  |
| 200080                             | 08/13/2020 | Printed |                | 3672-ASD      | U.S. BANK                      | CREDIT CARD PAYMENT            | 1,080.96  |
| 200081                             | 08/13/2020 | Printed |                | 3672-CMD      | U.S. BANK                      | CREDIT CARD PAYMENT            | 619.30    |

|                           |  |                   |
|---------------------------|--|-------------------|
| <b>Total Checks: 36</b>   | <b>Checks Total (excluding void checks):</b> | <b>331,564.41</b> |
| <b>Total Payments: 36</b> | <b>Bank Total (excluding void checks):</b>   | <b>331,564.41</b> |
| <b>Total Payments: 36</b> | <b>Grand Total (excluding void checks):</b>  | <b>331,564.41</b> |

# Check Register Report

Date: 08/20/2020  
Time: 11:07 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    |
|------------------------------------|------------|---------|----------------|---------------|--------------------------------|--------------------------------|-----------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                                |                                |           |
| 200082                             | 08/20/2020 | Printed |                | 2615          | A-THRONE CO., INC              | PORTABLE RESTROOM RENTAL       | 95.11     |
| 200083                             | 08/20/2020 | Printed |                | 2207          | ASAP SIGN & BANNER             | CITY OF LAWNSDALE FLAG         | 297.68    |
| 200084                             | 08/20/2020 | Printed |                | 1056          | AT&T GLOBAL SERVICES, INC.     | PHONE SYSTEM MAINTENANCE       | 272.05    |
| 200085                             | 08/20/2020 | Printed |                | 7382          | BLUEPRINT SERVICE              | REPROGRAPHICS-INGLEWOOD AVE.   | 244.20    |
| 200086                             | 08/20/2020 | Printed |                | 0142          | BOULEVARD FLORIST              | SYMPATHY FLOWERS               | 214.99    |
| 200087                             | 08/20/2020 | Printed |                | 7466          | HAWTHORNE ELECTRIC SUPPLY      | LIGHTING SUPPLIES              | 63.95     |
| 200088                             | 08/20/2020 | Printed |                | 7424          | JOHN E. PHILLIPS PLUMBING INC  | DRINKING FOUNTAIN INSTALLATION | 17,305.00 |
| 200089                             | 08/20/2020 | Printed |                | 7596          | EVELYN LEGARDA                 | SR. TRAVEL REFUND - ZION       | 325.00    |
| 200090                             | 08/20/2020 | Printed |                | 7227          | OCCUPATIONAL HEALTH CENTERS    | RANDOM DRUG TEST               | 50.00     |
| 200091                             | 08/20/2020 | Printed |                | 1140          | PACIFIC TIRE SERVICE           | VEHICLE MAINTENANCE            | 285.00    |
| 200092                             | 08/20/2020 | Printed |                | 6123          | PRUDENTIAL OVERALL SUPPLY      | UNIFORMS-PUBLIC WORKS          | 73.73     |
| 200093                             | 08/20/2020 | Printed |                | 5068A         | QUADIENT FINANCE USA INC       | POSTAGE METER/INK CARTRIDGE    | 702.95    |
| 200094                             | 08/20/2020 | Printed |                | 5895          | RICOH USA INC                  | COPIER LEASE                   | 1,043.86  |
| 200095                             | 08/20/2020 | Printed |                | 3685          | SOUTH BAY GARDENS              | PARKWAY TREE                   | 78.82     |
| 200096                             | 08/20/2020 | Printed |                | 0211          | SOUTHERN CALIFORNIA NEWS GROUP | LEGAL AD                       | 837.84    |
| 200097                             | 08/20/2020 | Printed |                | 0346          | SPARKLETTS                     | BOTTLED WATER SERVICE          | 473.49    |
| 200098                             | 08/20/2020 | Printed |                | 6349          | STEAMX, LLC - SIGNAL HILLS     | EQUIPMENT MAINTENANCE          | 659.68    |
| 200099                             | 08/20/2020 | Printed |                | 0849          | THE SAFEMART OF SO CAL INC     | KEY RINGS                      | 12.40     |
| 200100                             | 08/20/2020 | Printed |                | 2883          | UNDERGROUND SERVICE ALERT SC   | DIG ALERT TICKETS&MONTHLY FEE  | 204.80    |
| 200101                             | 08/20/2020 | Printed |                | 7597          | JOSEFINE VAZQUEZ               | CONST & DEMO DEBRIS DEP REFUND | 210.00    |
| 200102                             | 08/20/2020 | Printed |                | 3373          | VERIZON WIRELESS               | PHONE SERVICES                 | 455.47    |
| 200103                             | 08/20/2020 | Printed |                | 0480          | VISTA PAINT                    | GRAFFITI SUPPLIES              | 118.00    |
| 200104                             | 08/20/2020 | Printed |                | 7598          | HELEN V. WALKER                | SR TRAVEL REFUND - ZION        | 325.00    |

**Total Checks: 23**

**Checks Total (excluding void checks): 24,349.02**

**Total Payments: 23**

**Bank Total (excluding void checks): 24,349.02**

**Total Payments: 23**

**Grand Total (excluding void checks): 24,349.02**

# Check Register Report

Date: 08/27/2020  
Time: 4:21 pm  
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

| Check Number                       | Check Date | Status  | Void/Stop Date | Vendor Number | Vendor Name                   | Check Description             | Amount    |
|------------------------------------|------------|---------|----------------|---------------|-------------------------------|-------------------------------|-----------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                               |                               |           |
| 200105                             | 08/27/2020 | Printed |                | 1541          | ALESHIRE & WYNDER, LLP        | LEGAL SERVICES                | 53,989.37 |
| 200106                             | 08/27/2020 | Printed |                | 3228          | ALLIANT INSURANCE SERVICES    | LIABILITY INSURANCE           | 1,896.00  |
| 200107                             | 08/27/2020 | Printed |                | 4185-WEST     | AMERICAN STRUCTURAL PEST      | MONTHLY PEST CONTROL          | 125.00    |
| 200108                             | 08/27/2020 | Printed |                | 0372C         | AT & T - CALNET3              | PHONE CHARGES                 | 1,822.95  |
| 200109                             | 08/27/2020 | Printed |                | 1056          | AT&T GLOBAL SERVICES, INC.    | PHONE CHARGES                 | 1,090.67  |
| 200110                             | 08/27/2020 | Printed |                | 7599          | HERMINIA BALBOA               | SR. TRAVEL REFUND-ZION        | 325.00    |
| 200111                             | 08/27/2020 | Printed |                | 7600          | MANUEL BALBOA                 | SR TRAVEL REFUND - GLENDALE   | 156.00    |
| 200112                             | 08/27/2020 | Printed |                | 7534          | JOANNE BIGBEE                 | SR TRAVEL REFUND - GLENDALE   | 78.00     |
| 200113                             | 08/27/2020 | Printed |                | 7223          | CHRISTINA CARROLL             | PRSSC MEETING STIPEND         | 50.00     |
| 200114                             | 08/27/2020 | Printed |                | 7645          | PATRICIA CASTILLO             | CLASS REFUND                  | 36.00     |
| 200115                             | 08/27/2020 | Printed |                | 7601          | MARIA CERVANTES               | SR TRAVEL REFUND - LAUGHLIN   | 178.00    |
| 200116                             | 08/27/2020 | Printed |                | 7602          | BARBARA COIL                  | SR TRAVEL REFUND - ZION       | 325.00    |
| 200117                             | 08/27/2020 | Printed |                | 7603          | BARBARA G COLLINS             | SR TRAVEL REFUND - GLENDALE   | 78.00     |
| 200118                             | 08/27/2020 | Printed |                | 7604          | VINCE COZZOLINO               | SR TRAVEL REFUND - LAUGHLIN   | 129.00    |
| 200119                             | 08/27/2020 | Printed |                | 7605          | DONALD DAVIS                  | SR TRAVEL REFUND - LAUGHLIN   | 178.00    |
| 200120                             | 08/27/2020 | Printed |                | 7606          | ELIZABETH EPPS                | SR TRAVEL REFUND - LAUGHLIN   | 129.00    |
| 200121                             | 08/27/2020 | Printed |                | 1288          | EWING IRRIGATION PRODUCTS INC | IRRIGATION PARTS              | 586.05    |
| 200122                             | 08/27/2020 | Printed |                | 6132          | FASTSIGNS                     | TRAFFIC SIGNAL PROJECT SIGN   | 435.15    |
| 200123                             | 08/27/2020 | Printed |                | 7607          | BETH FERRIS                   | SR TRAVEL REFUND - GLANDALE   | 78.00     |
| 200124                             | 08/27/2020 | Printed |                | 7608          | GLENDA FLOWERS                | SR TRAVEL REFUND - ZION       | 414.00    |
| 200125                             | 08/27/2020 | Printed |                | 6636          | FRONTIER COMMUNICATIONS       | PHONE CHARGES                 | 83.34     |
| 200126                             | 08/27/2020 | Printed |                | 7609          | THELMA GAINES                 | SR TRAVEL REFUND - LAUGHLIN   | 178.00    |
| 200127                             | 08/27/2020 | Printed |                | 0441          | GOLDEN STATE WATER CO.        | WATER USAGE SERVICES          | 18,775.33 |
| 200128                             | 08/27/2020 | Printed |                | 7610          | SHEHATA GORGY                 | SR TRAVEL REFUND - LAUGHLIN   | 89.00     |
| 200129                             | 08/27/2020 | Printed |                | 7611          | LISA GOULD                    | SR TRAVEL REFUND - GLENDALE   | 78.00     |
| 200130                             | 08/27/2020 | Printed |                | 7612          | BEVERLY GURULE                | SR TRAVEL REFUND - LAUGHLIN   | 89.00     |
| 200131                             | 08/27/2020 | Printed |                | 7613          | GEORGE HANNA                  | SR TRAVEL REFUND - LAUGHLIN   | 89.00     |
| 200132                             | 08/27/2020 | Printed |                | 4796          | ERICA HARBISON                | PRSSC MEETING STIPEND         | 50.00     |
| 200133                             | 08/27/2020 | Printed |                | 7537          | TODD HATCH                    | SR TRAVEL REFUND - ZION       | 483.00    |
| 200134                             | 08/27/2020 | Printed |                | 7614          | PATSY HAWKINS                 | SR TRAVEL REFUND - ZION       | 779.00    |
| 200135                             | 08/27/2020 | Printed |                | 7466          | HAWTHORNE ELECTRIC SUPPLY     | LIGHTBULBS                    | 4.19      |
| 200136                             | 08/27/2020 | Printed |                | 7615          | BERNIQUE HAYS                 | SR TRAVEL REFUND - LAUGHLIN   | 178.00    |
| 200137                             | 08/27/2020 | Printed |                | 7642          | HERMINIA A HERNANDEZ          | SR TRAVEL REFUND - ZION       | 325.00    |
| 200138                             | 08/27/2020 | Printed |                | 7616          | PRECIOUS HUFF                 | SR TRAVEL REFUND - LAUGHLIN   | 89.00     |
| 200139                             | 08/27/2020 | Printed |                | 7617          | CAROL HULSE                   | SR TRAVEL REFUND - GLENDALE   | 78.00     |
| 200140                             | 08/27/2020 | Printed |                | 7618          | VAUGHN KAUFMAN                | SR TRAVEL REFUND - LAUGHLIN   | 89.00     |
| 200141                             | 08/27/2020 | Printed |                | 7150          | KOA CORPORATION               | CONTRACT SERVICES FOR INTERIM | 25,375.00 |
| 200142                             | 08/27/2020 | Printed |                | 7562          | KOFF & ASSOCIATES INC         | RECRUITMENT                   | 6,000.00  |
| 200143                             | 08/27/2020 | Printed |                | 7619          | GILBERT LAWRENCE              | SR TRAVEL REFUND - LAUGHLIN   | 129.00    |
| 200144                             | 08/27/2020 | Printed |                | 3467          | NEALE LEHMEN                  | SR TRAVEL REFUND - ZION       | 806.00    |
| 200145                             | 08/27/2020 | Printed |                | 7620          | SYLVIA LIGHT                  | SR TRVEL REFUND - GLENDALE    | 78.00     |
| 200146                             | 08/27/2020 | Printed |                | 7621          | VERONICA LIPSCOMB             | SR TRAVEL REFUND - LAUGHLIN   | 89.00     |
| 200147                             | 08/27/2020 | Printed |                | 7623          | ALICE MARSHALL                | SR TRAVEL REFUND - ZION       | 325.00    |

# Check Register Report

Date: 08/27/2020  
Time: 4:21 pm  
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   |
|------------------------------------|------------|---------|----------------|---------------|-----------------------------|-----------------------------|----------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                             |                             |          |
| 200148                             | 08/27/2020 | Printed |                | 7624          | CYNTHIA MASSEY              | SR TRAVEL REFUND - LAUGHLIN | 178.00   |
| 200149                             | 08/27/2020 | Printed |                | 7541          | MARY ANN MCFARLAND          | SR TRAVEL REFUND - ZION     | 255.00   |
| 200150                             | 08/27/2020 | Printed |                | 7622          | DONNA MCLEOD                | SR TRAVEL REFUND - LAUGHLIN | 178.00   |
| 200151                             | 08/27/2020 | Printed |                | 5881          | VIVIAN MESSBARGER           | SR TRAVEL REFUND - LAUGHLIN | 532.00   |
| 200152                             | 08/27/2020 | Printed |                | 6428          | MINUTEMAN PRESS OF GARDENA  | ANNUAL BUDGET BOOKS         | 860.40   |
| 200153                             | 08/27/2020 | Printed |                | 7644          | BRISEIDA MORA               | CLASS REFUND                | 36.00    |
| 200154                             | 08/27/2020 | Printed |                | 7625          | LURETHA MUCKELROY           | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200155                             | 08/27/2020 | Printed |                | 7168          | PHILLIP NAYLOR              | REISSUE OF CHECK #196881    | 205.30   |
| 200156                             | 08/27/2020 | Printed |                | 7555          | LINDA NOLAN                 | SR TRAVEL REFUND - ZION     | 333.00   |
| 200157                             | 08/27/2020 | Printed |                | 0367          | OFFICE DEPOT                | OFFICE SUPPLIES             | 1,618.53 |
| 200158                             | 08/27/2020 | Printed |                | 7626          | JEANETTE PARKER             | SR TRAVEL REFUND - ZION     | 483.00   |
| 200159                             | 08/27/2020 | Printed |                | 7627          | BILLIE PELT                 | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200160                             | 08/27/2020 | Printed |                | 7643          | LARFAYE PETERS              | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200161                             | 08/27/2020 | Printed |                | 7628          | VERNETTA PETITT             | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200162                             | 08/27/2020 | Printed |                | 7629          | BARBARA PHILLIPS            | SR TRAVEL REFUND - ZION     | 325.00   |
| 200163                             | 08/27/2020 | Printed |                | 7630          | LAVERTA POTTS               | SR TRAVEL REFUND - GLENDALE | 78.00    |
| 200164                             | 08/27/2020 | Printed |                | 7543          | NORMA PRIGGIONE             | SR TEAVEL REFUND - GLENDALE | 78.00    |
| 200165                             | 08/27/2020 | Printed |                | 6123          | PRUDENTIAL OVERALL SUPPLY   | UNIFORM CLEANING SERVICE    | 51.84    |
| 200166                             | 08/27/2020 | Printed |                | 7631          | DOLORES RAMOS               | SR TRAVEL REFUND - LAUGHLIN | 612.00   |
| 200167                             | 08/27/2020 | Printed |                | 7632          | MATTIE RHODES               | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200168                             | 08/27/2020 | Printed |                | 7633          | LUCIA ROACH                 | SR TRAVEL REFUND - ZION     | 500.00   |
| 200169                             | 08/27/2020 | Printed |                | 6698          | SHIRLEY RUDOLPH             | PRSSC MEETING STIPEND       | 50.00    |
| 200170                             | 08/27/2020 | Printed |                | 6379          | SHI                         | HAREWARE, CABLES            | 229.64   |
| 200171                             | 08/27/2020 | Printed |                | 1071          | SHOETERIA                   | BOOTS FOR PWD CREW          | 799.35   |
| 200172                             | 08/27/2020 | Printed |                | 7544          | MARGARET SIMON              | SR TRAVEL REFUND - GLENDALE | 78.00    |
| 200173                             | 08/27/2020 | Printed |                | 2051          | MADONNA SITKA               | PRSSC MEETING STIPEND       | 50.00    |
| 200174                             | 08/27/2020 | Printed |                | 7634          | MARY SMITH                  | SR TRAVEL REFUND - GLENDALE | 256.00   |
| 200175                             | 08/27/2020 | Printed |                | 6810          | SMOKE GUARD CALIFORNIA INC  | ANNUAL INSPECTION           | 1,050.00 |
| 200176                             | 08/27/2020 | Printed |                | 0440          | SOUTHERN CALIFORNIA GAS CO. | UTILITY GAS CHARGES         | 32.78    |
| 200177                             | 08/27/2020 | Printed |                | 7635          | JULIE STANFORD              | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200178                             | 08/27/2020 | Printed |                | 6349          | STEAMX, LLC - SIGNAL HILLS  | EQUIPMENT REPAIR            | 555.27   |
| 200179                             | 08/27/2020 | Printed |                | 7545          | DARLENE STEWART             | SR TRAVEL REFUND - ZION     | 403.00   |
| 200180                             | 08/27/2020 | Printed |                | 7546          | GWENDOLYN T. STOREY         | SR TRAVEL REFUND - GLENDALE | 78.00    |
| 200181                             | 08/27/2020 | Printed |                | 7547          | LARRY STOUCH                | SR TRAVEL REFUND - LAUGHLIN | 256.00   |
| 200182                             | 08/27/2020 | Printed |                | 7636          | SUSAN STROUP                | SR TRAVEL REFUND - LAUGHLIN | 414.00   |
| 200183                             | 08/27/2020 | Printed |                | 6044          | MONA TAYLOR                 | SR TRAVEL REFUND - ZION     | 650.00   |
| 200184                             | 08/27/2020 | Printed |                | 7548          | REGINA TERRAZAS             | SR TRAVEL REFUND - GLENDALE | 78.00    |
| 200185                             | 08/27/2020 | Printed |                | 0849          | THE SAFEMART OF SO CAL INC  | LOCKSETS                    | 86.60    |
| 200186                             | 08/27/2020 | Printed |                | 4142          | TIME WARNER CABLE           | CABLE BROADCAST - CITY HALL | 204.20   |
| 200187                             | 08/27/2020 | Printed |                | 7637          | SANDY TOFFLEMIRE            | SR TRAVEL REFUND - GLENDALE | 333.00   |
| 200188                             | 08/27/2020 | Printed |                | 7638          | LINDA TOLBERT               | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200189                             | 08/27/2020 | Printed |                | 3672-FLEET    | U.S. BANK VOYAGER FLEET SYS | CREDIT CARD PAYMENT         | 2,267.61 |
| 200190                             | 08/27/2020 | Printed |                | 3672-FIN      | U.S. BANK                   | CREDIT CARD PAYMENT         | 29.98    |

# Check Register Report

Date: 08/27/2020  
 Time: 4:21 pm  
 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   |
|------------------------------------|------------|---------|----------------|---------------|-------------------|-----------------------------|----------|
| <b>WELLS FARGO BANK N.A Checks</b> |            |         |                |               |                   |                             |          |
| 200191                             | 08/27/2020 | Printed |                | 3672-MSD      | U.S. BANK         | CREDIT CARD PAYMENT         | 1,002.10 |
| 200192                             | 08/27/2020 | Printed |                | 7639          | ANGELINA VARGA    | SR TRAVEL REFUND - LAUGHLIN | 414.00   |
| 200193                             | 08/27/2020 | Printed |                | 7640          | JOSEFINA VAZQUEZ  | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200194                             | 08/27/2020 | Printed |                | 7646          | ZULEYMA VELASQUEZ | CLASS REFUND                | 36.00    |
| 200195                             | 08/27/2020 | Printed |                | 0480          | VISTA PAINT       | PAINT SUPPLIES              | 46.06    |
| 200196                             | 08/27/2020 | Printed |                | 7551          | SHIRLEY WESTBROOK | SR TRAVEL REFUND - ZION     | 656.00   |
| 200197                             | 08/27/2020 | Printed |                | 7552          | DIANE WILSON      | SR TRAVEL REFUND - ZION     | 483.00   |
| 200198                             | 08/27/2020 | Printed |                | 7553          | JOYCE WINN        | SR TRAVEL REFUND - GLENDALE | 78.00    |
| 200199                             | 08/27/2020 | Printed |                | 7554          | LILY WONG         | SR TRAVEL REFUND - LAUGHLIN | 89.00    |
| 200200                             | 08/27/2020 | Printed |                | 6697          | DANIEL T WOODS    | PRSSC MEETING STIPEND       | 50.00    |
| 200201                             | 08/27/2020 | Printed |                | 7641          | MARJORIE WYNNE    | SR TRAVEL REFUND - LAUGHLIN | 178.00   |

|                         |  |                   |
|-------------------------|--|-------------------|
| <b>Total Checks: 97</b> | <b>Checks Total (excluding void checks):</b> | <b>134,327.71</b> |
|-------------------------|--|-------------------|

|                           |  |                   |
|---------------------------|--|-------------------|
| <b>Total Payments: 97</b> | <b>Bank Total (excluding void checks):</b> | <b>134,327.71</b> |
|---------------------------|--|-------------------|

|                           |   |                   |
|---------------------------|---|-------------------|
| <b>Total Payments: 97</b> | <b>Grand Total (excluding void checks):</b> | <b>134,327.71</b> |
|---------------------------|---|-------------------|

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

**Claims and Demands Paid By Check:**

| Check Date          | Check Number |        | Aggregate Total   |
|---------------------|--------------|--------|-------------------|
|                     | Beginning    | Ending |                   |
| 8/13/2020           | 200046       | 200081 | 331,564.41        |
| 8/20/2020           | 200082       | 200104 | 24,349.02         |
| 8/27/2020           | 200105       | 200201 | 134,327.71        |
| <b>Total Checks</b> |              |        | <b>490,241.14</b> |

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

| Date                      | Name of Payee | Description | Amount      |
|---------------------------|---------------|-------------|-------------|
| <b>Total ACH Payments</b> |               |             | <b>0.00</b> |

**Total Audited Claims and Demands Paid** **490,241.14**



**MINUTES OF THE  
LAWNDALE CITY COUNCIL SEPECIAL MEETING  
August 13, 2020**

**A. CALL TO ORDER AND ROLL CALL**

Mayor Pullen-Miles called the meeting to order at 12:30 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember Pat Kearney, Councilmember Daniel Reid

Councilmembers Absent: Councilmember James H. Osborne

Other Participants: City Clerk Rhonda Hofmann Gorman, City Manager Kevin M. Chun, Municipal Services Director Michael Reyes, Assistant City Clerk Matthew Ceballos, Los Angeles County Sheriff's Department Captain Duane Allen, Lieutenant Christopher Lio and Lieutenant Dan Holguin.

**B. CEREMONIALS**

Councilmember Kearney led the flag salute.

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

No comments from the Public.

**D. COMMENTS FROM COUNCIL**

No comments from City Council.

**E. ADMINISTRATION**

**Discussion between City Officials and Los Angeles County Sheriff's Department Officials Regarding Matters of Mutual Concern**

The City Council, Captain Duane Allen and the Municipal services Director discussed the following:

- Crime Statistics in the City
- Monitoring Nextdoor Application
- Organization of Neighborhood Watch groups
- Service hours from the Service Center
- Efforts with homeless people and the impact from the "Project Roomkey" program
- Control of illegal fireworks
- Traffic enforcement
- Patrol of overnight homeless encampments

**F. ITEMS FROM COUNCILMEMBERS**

Nothing to report.

**G. ADJOURNMENT**

There being no further business to conduct, the mayor adjourned the meeting at 1:25 p.m.

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Robert Pullen-Miles, Mayor

ATTEST:

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Rhonda Hofmann Gorman, City Clerk

Approved: 9/8/2020

DRAFT

**MINUTES OF THE  
LAWNDALE CITY COUNCIL REGULAR MEETING  
August 17, 2020**

**A. CALL TO ORDER AND ROLL CALL**

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

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember James H. Osborne, Councilmember Pat Kearney, Councilmember Daniel Reid

Other Participants: City Clerk Rhonda Hofmann Gorman, City Manager Kevin M. Chun, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Lieutenant Chris 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 Interim Public Works Director Kahono Oei.

**B. CEREMONIALS**

Mayor Pro Tem Suarez led the flag salute.

**C. PUBLIC SAFETY REPORT**

Lieutenant Chris Lio summarized recent law enforcement activities.

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

- Gary White, Resident, expressed concern for the health and spread of COVID-19 upon those unmasked and was grateful for the reinstatement of street sweeping.

**E. COMMENTS FROM COUNCIL**

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

**F. CONSENT CALENDAR**

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

Recommendation: that the City Council approve.

**2. Ordinance to make all violations of the Lawndale Municipal Code subject to Administrative Citation**

Recommendation: that the City Council approve the second reading and adopt Ordinance 1174-20 to add a new chapter, Chapter 1.11, to the Lawndale Municipal Code which will make all violations of the Municipal Code subject to administrative citation.

3. **Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary**

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

4. **Accounts Payable Register**

Recommendation: that the City Council adopts Resolution No. CC-2008-043, authorizing the payment of certain claims and demands in the amount of \$808,184.64.

5. **Minutes of the Lawndale City Council Regular Meeting – August 3, 2020**

Recommendation: that the City Council approve.

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

G. **ADMINISTRATION**

6. **Authorizing the Application for and Receipt of a Permanent Local Housing Allocation Grant**

Recommendation: that the City Council (a) determine that the consideration of Resolution CC-2008-044 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15378 of the CEQA guidelines and (b) approve Resolution No. CC-2008-004 authorizing staff to submit an application for grant funding from the Permanent Local Housing Allocation Grant Program.

Community Development Director Sean Moore, reported on the proposed Authorization and Application for and Receipt of a Permanent Local Housing Allocation Grant

Mayor Robert Pullen-Miles requested clarification how helping a homeowner with code enforcement meets the program requirements. Community Development Director Sean Moore responded accordingly.

Councilmember Kearney inquired if the funds are refundable. Community Development Director Sean Moore and City Attorney Tiffany J. Israel responded they will look further into Los Angeles County Development Authority (LACDA) guidelines.

Councilmember Reid inquired if the grant is one-time funding. Community Development Director Moore responded it will remain ongoing county-wide.

**A motion by Councilmember Kearney to determine that the consideration of Resolution CC-2008-044 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15378 of the CEQA guidelines and approve Resolution No. CC-2008-004 authorizing staff to submit an application for grant funding from the Permanent Local Housing Allocation Grant Program was seconded by Councilmember Osborne and carried by a vote of 5-0.**

**7. Update on the Use of the Best Western Hotel and the Baymont Inn as a Temporary Homeless Shelter through “Project Roomkey”**

Recommendation: that the City Council receive and file this report, and provide direction to staff as appropriate.

Municipal Services Director Michael Reyes provided a report regarding the Use of the Best Western Hotel and Baymont Inn as Temporary Homeless Shelters through “Project Roomkey”

A dialogue ensued between the City Council and staff regarding an increase in homeless individuals throughout the City.

Councilmember Kearney stated that he was informed by Sergeant Nitz there was a death in one of the hotels and the cause was unclear. Municipal Services Director Reyes responded that he would follow up on that issue.

Mayor Pro Tem Bernadette Suarez inquired on the number of increased homeless individuals, Director Reyes responded that he will verify the updated number and noted that he has seen a rise in homeless individuals in Lawndale.

**The City Council received and filed the report by General Consensus.**

**8. Support of the California Citizens for Local Control**

Recommendation: that the City Council approve Resolution No. CC-2008-045 in support of the California Citizens for Local Control.

City Manager Kevin M. Chun reported on the Support of the California Citizens for Local Control.

Councilmember Osborne suggested the city joins in with the other South Bay Cities.

Mayor Pro Tem Bernadette Suarez inquired if other cities outside of Los Angeles County will participate. City Manager Kevin M. Chun responded accordingly.

**A motion by Councilmember Osborne to adopt the Resolution No. CC-2008-045 in support of the California Citizens for Local Control, was seconded by Councilmember Kearney and carried by a vote of 5-0.**

**H. CITY MANAGER'S REPORT**

City Manager Kevin Chun reported on the heat wave and the declared stage two energy emergency by Southern California Edison. He went on to explain the two circuit areas, southwest quadrant and east-west streets, in the city may be affected with power outages for 1 hour between the times of 5pm-8pm if a stage three energy emergency was declared.

Councilmember Kearney suggested merging Community Center building staff to other vacant department locations to reduce energy usage and cost. City Manager Chun responded that he and Community Services Director Mike Estes will test air conditioning shutoffs in specific areas in the building prior to considering relocation.

**I. ITEMS FROM CITY COUNCILMEMBERS**

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

Councilmember Osborne had nothing to report.

Councilmember Reid wanted everyone to stay safe during the heat wave.

Councilmember Kearney attended the Sherriff's Liability Trust Oversight Committee zoom meeting and the special City Council meeting with the Sheriff's department.

Mayor Pro Tem Suarez attended South Bay City Council Government Steering committee meeting via zoon and Business Revitalization subcommittee.

Mayor Pullen-Miles attended the special City Council meeting with the Sheriff's Department and the first inaugural meeting of the Business Revitalization subcommittee.

**CLOSED SESSION**

**~~10. 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 case against Best Western Plus South Bay Hotel, Baymont Inn, and the County of Los Angeles.~~

**Mayor Pullen-Miles withdrew item number 10, no closed session was conducted.**

**J. ADJOURNMENT**

There being no further business to conduct, the Mayor adjourned the meeting at 7:14 p.m.

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Robert Pullen-Miles, Mayor

ATTEST:

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Rhonda Hofmann Gorman, City Clerk

Approved: 9/8/2020

**MINUTES OF THE  
LAWNDALE CITY COUNCIL SPECIAL MEETING  
September 1, 2020**

**A. CALL TO ORDER AND ROLL CALL**

Mayor Pullen-Miles called the meeting to order at 6:01 p.m. in the Lawndale Community Center, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember James H. Osborne, Councilmember Pat Kearney, Councilmember Daniel Reid

Other Participants: City Clerk Rhonda Hofmann Gorman, City Manager Kevin M. Chun, City Attorney Tiffany J. Israel, Finance Director Marla Pendleton, Community Development Director Sean Moore, and Assistant City Clerk Matthew Ceballos

**B. CEREMONIALS**

Councilmember Pat Kearney led the flag salute.

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

None.

**D. COMMENTS FROM COUNCIL**

None.

**E. ADMINISTRATION**

**1. Contract Services Agreement for Citywide Master Fee Schedule**

Recommendation: that the City Council approve the Contract Services Agreement for Consulting Services: Citywide Master Fee Schedule/Study with ClearSource Financial Consulting, authorize the Mayor to execute the agreement on behalf of the City and direct the Finance Department to continue \$27,000 of contract services appropriation from Fiscal Year 2019-2020 into Fiscal Year 2020-21.

Finance Director Marla Pendleton reported on the proposed agreement for Citywide Master Fee Schedule/Study Consulting Services.

**A motion by Councilmember Kearney to approve Contract Services Agreement for Consulting Services: Citywide Master Fee Schedule/Study with ClearSource Financial Consulting, authorize the Mayor to execute the agreement on behalf of the City and direct the Finance Department to continue \$27,000 of contract services appropriation from Fiscal Year 2019-2020 into Fiscal Year 2020-21, was seconded by Mayor Pro Tem Suarez and carried by a vote of 5-0.**

**F. CLOSED SESSION**

At 6:09 p.m. the City Council entered into closed session.

**2. 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 case against Metropolitan Transportation Authority (Metro) relating to the 405 Improvement Project.

At 6:14 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. The City Council unanimously voted to authorize the initiation of litigation against Metropolitan Transportation Authority (Metro) relating to the 405 Improvement Project.**

**G. ADJOURNMENT**

There being no further business to conduct, the Mayor adjourned the meeting at 6:15 p.m.

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Robert Pullen-Miles, Mayor

ATTEST:

---

Rhonda Hofmann Gorman, City Clerk

Approved: 9/8/2020





# LAWNDALE PUBLIC FINANCING AUTHORITY

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

DATE: September 8, 2020

TO: Honorable Board of the Lawndale Public Financing Authority

FROM: Kevin M. Chun, Executive Director *[Signature]*

PREPARED BY: Marla L. Pendleton, CPA, Auditor and Treasurer *[Signature]*

SUBJECT: Annual Accounting of Lawndale Public Financing Authority Financial Activities

## BACKGROUND

The Lawndale Public Financing Authority established under the Joint Exercise of Powers Agreement (the "Agreement"), dated August 3, 2009, between the City of Lawndale and the Lawndale Redevelopment Agency ("LRA"), requires an annual accounting of financial activities within a reasonable time after the close of each Fiscal Year. (Article VI, Section 6.02 of the Agreement). The Authority was created for the sole purpose of issuing bonds for financing capital projects including the Community Center located at 14700 Burin Avenue, road improvements (sidewalk, pavement, curb and gutter), park and open space improvements (lights and playground) and new park acquisition and improvements.

On November 1, 2009, \$20,545,000 of Tax Allocation Bonds, Series 2009, were issued. Interest rates range from 2% to 5.6% with interest payable semiannually on February 1 and August 1 and principal maturing annually on August 1. Debt service payments are annually included on the Lawndale Recognized Obligation Payment Schedule ("ROPS") and funded through the Successor Agency to the former Lawndale Redevelopment Agency, pursuant to Assembly Bill 1X 26.

## STAFF REVIEW

For the fiscal year ended June 30, 2020, debt service of \$1,299,712.50 (\$310,000 principal and \$989,712.50 interest) was paid and the same amount was received from the Successor Agency. The outstanding principal on the debt changed as follows:

|   |                      |
|---|----------------------|
| Outstanding Tax Revenue Bond Balance, 7/1/19  | \$ 18,435,000        |
| Principal Payment, 8/1/19                     | <u>310,000</u>       |
| Outstanding Tax Revenue Bond Balance, 6/30/20 | <u>\$ 18,125,000</u> |

The debt service schedule is as follows:

| <b>Year Ending<br/>June 30,</b> | <b>Principal</b>  | <b>Interest</b>   | <b>Total</b>      |
|---------------------------------|-------------------|-------------------|-------------------|
| 2021                            | 320,000           | 976,325           | 1,296,325         |
| 2022                            | 335,000           | 961,987           | 1,296,987         |
| 2023                            | 350,000           | 946,137           | 1,296,137         |
| 2024                            | 370,000           | 928,575           | 1,298,575         |
| 2025                            | 385,000           | 909,700           | 1,294,700         |
| 2026-2030                       | 2,275,000         | 4,201,313         | 6,476,313         |
| 2031-2035                       | 3,350,000         | 3,452,350         | 6,802,350         |
| 2036-2040                       | 4,655,000         | 2,340,388         | 6,995,388         |
| 2041-2045                       | 6,085,000         | 872,438           | 6,957,438         |
| <b>Total</b>                    | <b>18,125,000</b> | <b>15,589,213</b> | <b>33,714,213</b> |

The \$1,296,325 debt service payment for fiscal year ended June 30, 2021 is included in the approved annual ROPS to be received from the Successor Agency during the year. In addition, both the revenue and debt service payments are included in the Successor Agency to the LRD section of the Adopted Budget for Fiscal Year 2020-2021.

COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

FUNDING

The \$1,296,325 debt service payment for fiscal year ended June 30, 2021 is included in the approved annual ROPS to be received from the Successor Agency during the year.

RECOMMENDATION

Staff recommends the Board of the Lawndale Public Financing Authority receive and file the annual accounting of financial activities.

**MINUTES OF THE  
REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE  
LAWNDALE PUBLIC FINANCING AUTHORITY MEETING  
September 3, 2019**

**A. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 6:30 p.m. in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California. *The board met concurrently with the City Council, minutes order and numbering reflect the concurrent meeting.*

Members Present: Chair Robert Pullen-Miles, Vice-Chair James H. Osborne, Director Pat Kearney, Director Daniel Reid, Director Bernadette Suarez

Other Participants: Secretary Rhonda Hofmann Gorman, Executive Director Stephen N. Mandoki, Legal Counsel Tiffany J. Israel, Treasurer Marla Pendleton

**B. CEREMONIALS**

Director Kearney led the flag salute.

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

No public comment provided.

**E. COMMENTS FROM DIRECTORS**

No comments from City Council.

**F. CONSENT CALENDAR**

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 Director Kearney to approve the consent calendar was seconded by Director Reid and carried by a vote of 5-0.**

**H. ITEMS FROM DIRECTORS**

None.

**J. ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 7:47 p.m.

---

Robert Pullen-Miles, Chair

ATTEST:

---

Rhonda Hofmann Gorman, Secretary



Approved: 9/8/2020

DRAFT



# CITY OF LAWDALE

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

DATE: September 8, 2020  
TO: Honorable Mayor and City Council  
FROM: Kevin M. Chun, City Manager   
PREPARED BY: Michael Reyes, Director of Municipal Services   
SUBJECT: Use of CARES Act Funding Allocation

## BACKGROUND

In response to the COVID-19 (Coronavirus) pandemic, the federal government approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act providing over \$2 trillion dollars in economic relief to protect the American people from the public health and economic impact of COVID-19. A portion of these funds were allocated to states, and then further redistributed to counties and cities to alleviate the financial burden caused by business closures and “stay at home” orders. Cities were guaranteed a minimum level of financial assistance with the understanding that they would need to submit a summary of how these funds were to be used.

This report is intended to inform the City Council of the recommendations staff has been working on for reimbursing City costs incurred as a result of COVID-19, and additional options that the City might implement to assist the business community using CARES Act funding.

## STAFF REVIEW

CARES Act allocations are based on population. The City’s allocation is \$405,000 and thus far the City has received two payments totaling \$135,000. The funds can be used for already incurred and future expenditures between March and December 2020. This funding must be spent on COVID-19 related items, and a tally of these eligible expenditures must be submitted to the federal government.

A large portion of the allocation will be used to reimburse the City for previously incurred expenditures for: staff time off from work due to illness and quarantine, employee childcare/sick leave, City Attorney and Sheriff’s Department work related to Project Roomkey, unemployment claims, and the purchasing of cleaning/personal protection equipment and supplies.

Also, as the CARES Act allows for building improvements to enhance health safety due to COVID-19, staff proposes to use a portion of this funding to install automatic and touch-free doors at City Hall, the Community Center, and Public Works Yard. The City has long wanted to make these improvements and this CARES Act funding will now provide this opportunity.

In addition, staff recommends purchasing computer equipment to assist with tele-working should the City be required to have employees work from home due to COVID-19. Tele-working equipment would

include portable laptop or tablet computers and hotspots for internet connection. This computer equipment could also double as computer equipment for the City’s Emergency Operations Center (EOC) as the existing equipment is outdated and needs to be replaced.

Lastly, to assist local businesses that are struggling to pay their rent and employees, and stay open for business, the remaining funds can be used to provide small business grants to Lawndale businesses. Thirty grants of \$5,000 could be provided to Lawndale business. The grants would be provided in the form of a forgivable loan. The funds could also be used to hire a firm to administer this program on behalf of the City. The newly formed Business Revitalization City Council Subcommittee discussed the possibility of such a small business grant program and agreed conceptually to recommend this to the City Council.

Based on the above, staff recommends use of its CARES Act allocation as follows:

|  |                     |
|--|---------------------|
| Previously Incurred City Expenditures              | \$168,000.00        |
| City Building Improvements                         | \$ 60,000.00        |
| Tele-working Computer Equipment for City Employees | \$ 10,000.00        |
| Small Business Grant Program                       | \$167,000.00        |
| <b>Total</b>                                       | <b>\$405,000.00</b> |

While COVID-19 has been devastating to the country, California, and Lawndale in many different ways, this CARES Act funding is helpful and will provide a measure of financial relief to the City.

FISCAL IMPACT

As the CARES Act will reimburse the City for already incurred COVID-19 related expenditures, and will provide funding for other projects and programs, use of CARES Act monies will make for a positive financial impact to the City.

RECOMMENDATION

Staff recommends that the City Council receive and file this report and/or provide further direction to staff regarding the City’s CARES Act funding allocations.



# CITY OF LAWDALE

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

DATE: September 8, 2020  
TO: Honorable Mayor and City Council  
FROM: Kevin M. Chun, City Manager *[Signature]*  
PREPARED BY: Michael Reyes, Director of Municipal Services *[Signature]*  
SUBJECT: Purchase of Automated License Plate Reader for use by LASD

## BACKGROUND

Since 2013, the City has benefitted from the use of an Automated License Plate Reader (ALPR) mounted on a Sheriff's Department patrol vehicle for dedicated use in Lawndale. ALPRs are high-speed, computer-controlled camera systems that may also be mounted on street poles, highway overpasses, and mobile trailers. ALPR's automatically capture all license plate numbers that come into the cameras field of view allowing officers to be alerted immediately to stolen vehicles, and vehicles used in criminal activity.

Currently, the ALPR purchased by the City in 2013 has become outdated and has been in service well beyond its expected 5-year life span. The Sheriff's Department has requested the purchase of a new ALPR, and staff is requesting City Council approval for this purchase.

This report is intended as an explanation of the Automated License Plate Reader system and its value to reducing crime in the City of Lawndale.

## STAFF REVIEW

The City's existing ALPR is expected to come out of service this year. If a new ALPR is approved, this equipment will be installed on a new patrol vehicle (Ford Explorer) and will be in service for use in Lawndale for at least the next five years.

According to the Sheriff's Department, the City's ALPR has been responsible for helping to recover many stolen vehicles since 2013. Having the ability to scan license plates is particularly useful now considering the dramatic increase in stolen vehicles throughout Los Angeles County since the beginning of the COVID-19 pandemic and when the "Safer at Home" public health order was initiated. In addition to being able to read hundreds of license plates while deputies are on patrol, ALPRs can also store and share license plate information with other law enforcement agencies to further assist with reducing crime by allowing other agencies to locate suspect vehicles.

The cost of a new ALPR will include installation and maintenance of the equipment, and training for deputies.

FISCAL IMPACT

Total costs for the Automated License Plate Reader will be \$23,600 which will be paid by the Sheriff Department and charged back to the City in their monthly invoices over a five year period; \$5,000 will be due in Fiscal Year 2020-21 ( the first year), and \$4,650 due annually in the subsequent four fiscal years. Currently, the City has \$15,467.94 available through the California Law Enforcement Equipment Fund, Fund 213, which can be used to make the initial payment of \$5,000 and the remaining balance will be included in the annual budget process. In order to pay the initial payment, the following budget adjustment is proposed:

Increase Appropriations

|                 |   |         |
|-----------------|---|---------|
| 213-210-550.400 | CA Law Enforcement Equipment: Other Equipment | \$5,000 |
|-----------------|---|---------|

RECOMMENDATION

Staff recommends that the City Council approve the above increase in appropriations to use the California Law Enforcement Equipment Fund for the initial payment of an Automated License Plate Reader to be used for contract Sheriff Department services.





## CITY OF LAWDALE

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

DATE: September 8, 2020

TO: Honorable Mayor and City Council

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

PREPARED BY: Kahono Oei, P.E., Director of Public Works/City Engineer *OK*  
Marla L. Pendleton, CPA, Director of Finance/ City Treasurer *Marla L. Pendleton, CPA*  
Alex Chou, Associate Engineer *AC*

SUBJECT: Award of Professional Engineering Services Agreement to Iteris, Inc., for the Local Road Safety Plan Study

### BACKGROUND

In December 2019, the City of Lawndale submitted a grant application for the Local Roadway Safety Plan (LRSP). The LRSP is State funded program that provides opportunity for local agencies to conduct a study to improve local roadway safety and local safety improvements that contribute to statewide highway safety. On January 9, 2020, the grant application was approved to fund the LRSP study.

In July 2020, the City Council adopted Resolution No. CC-2007-041 to enter into an agreement with the California Department of Transportation (Caltrans) for the preparation of the LRSP study.

The LRSP project will focus on evaluating safety for the City's entire roadway system. More specifically, this project will examine the conditions of existing traffic signs, traffic control devices, and analyze intersections to determine if the existing conditions are in compliance to the latest edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD). The study further extends in reviewing the conditions near school zones, senior center areas, crosswalks, truck routes, speed limit areas, and bicycle lanes within the City. The study also includes collecting the Average Daily Traffic (ADT) counts on major streets and updating current ADT counts. When the report is completed, the City will use the results documented in the LRSP report to address possible safety concerns on its local roadway system with an opportunity to apply for future grant application such as Highway Safety Improvement Program (HSIP).

### STAFF REVIEW

In April 2020, staff circulated a Request for Proposals (RFP) to engage consultants to provide professional services for the LRSP study. On June 9, 2020, staff received six proposals in response to the RFP issued.

Staff thoroughly reviewed all proposals comparing the list of services and ensuring completeness in the scope of work per the RFP. The following is a summary of the cost proposals from the engineering firms:

| Consulting Engineering Firm                         | Cost Proposal |
|---|---------------|
| Iteris, Inc., Santa Ana, CA                         | *\$79,955     |
| Michael Baker International, Santa Ana, CA          | \$79,970      |
| TJKM Transportation Consultants, Pleasant, CA       | \$79,913      |
| Minagar & Associates, Inc., Laguna Hills, CA        | \$79,860      |
| General Technologies and Solutions, Los Angeles, CA | \$78,542      |
| AMN Management, Inc., Mission Viejo, CA             | \$48,325      |

\*Negotiated final cost

Government Code Section 4526 states that professional services contracts are to be awarded based on qualifications rather than on price:

*Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.*

After thoroughly reviewing all proposals, staff considered only the top three proposals for further evaluation including cost proposals. Staff has determined Iteris, Inc., to be most qualified for this project based on a combination of similar working experiences, understanding of the project scope, robust data collection systems and analysis reports, and their ability to meet the project schedule qualified them to be the best firm to perform this project.

#### LEGAL REVIEW

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

#### FISCAL IMPACT

As a part of the LRSP Program Supplement Agreement No. U95, the State will contribute 90% of the cost not to exceed \$72,000 and the City is required to contribute 10% local matching funds in the amount of \$8,000. Matching funds are requested from a cash transfer from Fund 215 Restricted Urban Development to the General Fund. After expenditures are incurred, Public Works staff will submit a claim for reimbursement from Caltrans. The following budget adjustment is needed to increase appropriations for the contract amount, increase revenue for the grant award and transfer local matching funds from Fund 215 to Fund 100 as required by the grant.

|                          |                                       |           |
|--------------------------|---------------------------------------|-----------|
| Increase appropriations: |                                       |           |
| 100-340-700.278          | Public Works Engineering – LRSP Study | \$ 80,000 |
| Increase revenue:        |                                       |           |
| 100-000-465.451          | Grants – State LRSP Project           | \$ 72,000 |
| 100-000-480.100          | Operating Transfer-In                 | \$ 8,000  |
| 215-340-560.100          | Operating Transfer-Out                | \$ 8,000  |

## RECOMMENDATION

Staff recommends that the City Council approve a professional engineering services agreement with Iteris, Inc., for a not-to-exceed maximum amount of \$79,955 for the Local Road Safety Plan Study, authorize the use of UDAG funding for the \$8,000 required local matching funds and direct the Director of Finance to adjust the budget as indicated in the Fiscal Impact section above.

### Attachments:

1. Professional Engineering Services Agreement
2. LRSP Program Supplement Agreement No. U95

**ATTACHMENT 1**  
Professional Engineering Services Agreement

**CITY OF LAWDALE**  
**CONTRACT SERVICES AGREEMENT FOR**  
**PROFESSIONAL ENGINEERING SERVICES FOR THE LOCAL ROAD**  
**SAFETY PLAN STUDY**

This Contract Services Agreement ("Agreement") is made and entered into this 8th day of September, 2020, by and between the City of Lawndale, a municipal corporation ("City"), and Iteris, 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 **Seventy-nine Thousand Nine Hundred Fifty-five dollars (\$79,955.00)** ("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 September 8, 2020 and continue in full force and effect until completion of the services no later than September 7, 2021.

### 4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Ramin Massoumi 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 or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

## 5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant 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:



27 (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 insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 aggregate 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, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

## 6.0 **RECORDS AND REPORTS**

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

6.2 Records. Consultant shall keep, and require subcontractors to keep, 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, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by

City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## 7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

## 8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

## 9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

ATTEST:

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Rhonda Hofmann Gorman, City Clerk

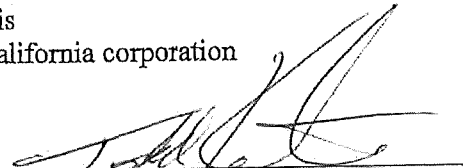
APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

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Tiffany J. Israel, City Attorney

**CONSULTANT:**

Iteris  
a California corporation

By:   
Name: Todd Kreter

Title: Senior Vice President and General Manager

By:   
Name: Khristine Arakaki

Title: Vice President, Legal & Asst. Secretary

Address: 1700 Carnegie Avenue, Suite 100  
Santa Ana, CA 92705-5551  
(949) 270-9400

EXHIBIT "A"  
SCOPE OF SERVICES

The Consultant shall provide the following services in connection with this project:

SCOPE OF SERVICES

TASK 1. PROJECT MANAGEMENT

Iteris strongly believes that excellent project management is essential in the successful completion of any project. Successful completion does not only mean finishing the project, but also completing the project to the client's satisfaction, within budget, and on schedule. As part of Iteris' project management strategy, Mr. Paul Frislie (PM) will serve as the principal contact with the City and other entities per the City's direction. Should questions arise throughout the duration of the project, Mr. Frislie will be available to City staff. Mr. Bernard Li, Senior Advisor, will support Mr. Frislie on this project. Iteris' PM approach has been developed through many years of experience, and has proven effective in measuring progress, anticipating problems, reacting quickly to changes in the requirements and maintaining schedule integrity. This approach is designed with checks and balances that have resulted in an impressive track record of successful projects.

Iteris takes great pride in its proactive methods for staying in contact with project clients. Iteris understands that city staff has other jobs to perform outside of this project, and want to be as efficient and effective as possible with their time. Thus, project management techniques will be modified to meet the City's requirement. Iteris also strives to ensure that meeting notes are developed after every meeting, which capture the items covered and decisions made. A draft copy of the meeting notes will be submitted to the City's Project Manager for review and approval prior to disbursement to the meeting attendees.

Project Kick-off Meeting:

Shortly after receipt of Notice to Proceed (NTP), a project kick-off meeting will take place, which will be attended by key staff from the Iteris Team, City and other project stakeholders, as appropriate. As part of this meeting, communication channels and protocols will be established, the scope of work, schedule, and budget will be discussed. The purpose of this meeting will be to ensure that participants understand and support project goals and the plan to achieve them.

Schedule Control:

Schedule control begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks and the overall project. We will develop, as we do for every project, a work plan that allocates person- hour commitments by individual for each task. This internal control allows us to quickly make any adjustments needed to maintain schedule and stay within budget.

Additional Meetings:

It is anticipated that up to three (3) additional meetings, either in-person or virtual, may occur between City staff and Iteris to review major delivery milestones (i.e. completed field inventory and GIS data package). Monthly progress meetings and technical meetings, or phone calls, with

City staff will be conducted throughout the life of the project, as agreed to, based on further discussion with City staff. To keep City staff aware of the project activities, Iteris will also be responsible for submitting monthly progress reports with updated detailed schedules to the City.

Deliverable:

- Kick-off meeting agenda and minutes
- Three (3) additional meetings
- Monthly invoices and progress report
- Detailed project schedules

TASK 2. FIELD INVENTORY

Iteris will assess all City owned signage, sign post types, and existing traffic devices within the City. The assessment include data collection and condition rating. Iteris will also conduct traffic sign retro-reflectivity assessment to identify safety issues and provide recommendations for necessary sign replacement.

Subtask 2.1. Data Collection

Iteris staff will collect inventory data for all roadway signs and traffic control devices within the four quadrants of the city. Iteris is continuously seeking efficient and accurate ways to minimize the effort and time spent during the data collection phase of projects and thus better control the overall budget for our clients. During the field visit, Iteris staff will utilize FastField, a mobile application, to digitally collect data and output individual detailed data sheets for each City-owned sign. FastField enables users to input data into mobile devices in the field and produce customized reports instantly through their cloud-based system. Using FastField has significantly cut down the cost of labor work during data collection and is widely used for warehouse quality control, equipment inspections and checklists. The goal is to collect accurate information that can be used to provide comprehensive safety analysis and recommendations. Iteris will provide the City with a package of individual sign/traffic device data sheets (as requested) that includes geological information, pictures, and our assessment results based on the criteria agreed upon between Iteris and the City.

Subtask 2.2. Traffic Sign Retro-Reflectivity Assessment

Iteris staff will visit the City of Lawndale and conduct assessments to evaluate the retro-reflectivity for all city owned traffic sign using retro-reflectometer devices. Iteris staff will visit each traffic sign location, use the retro-reflectometer to take reflectivity measurements of the background (colored) sheet and the legend (white) sheet of the sign. These measurements will be taken three times per sign to obtain average results. In the end, Iteris will provide a data table with all traffic signs inventory including assessment results. The goal is to assess if the traffic signs within the city meets the minimum acceptable levels of the latest version of the CAMUTCD. Iteris will prepare a detailed report that summarizes the results of the reflectivity assessment. Iteris will also include the scoring results in the individual data sheets for signs package. Furthermore, Iteris will also provide recommendations of sign placement improvements at critical areas such as school zones and senior centers.



### TASK 3. TRAFFIC COUNT SERVICES

Iteris' traffic counts sub-consultants, Aim TD and Wiltec, will collect 7-day, 24-hour average daily traffic (ADT) counts between all signals along the following twelve (12) corridors at 43 mid-block locations. Iteris will provide a summarized ADT counts with street classifications, number of lane, future ADT, and vehicle classification.

- Hawthorne Boulevard
- Inglewood Avenue
- Prairie Avenue
- Rosecrans Avenue
- 14 7th Street
- Marine Avenue
- Manhattan Beach Boulevard
- 162nd Street
- 166th Street
- 170th Street
- Artesia Boulevard
- Redondo Beach Boulevard

Furthermore, in order to further promote DBE participation, Iteris has teamed up with Wiltec to collect turning movement counts at the following twelve (12) school entrances.

- Betsy Ross Elementary School
- Billy Mitchel Elementary School
- Environmental Charter High School
- Jane Addams Middle School
- Lawndale High School
- Leuzinger High School
- Lucille J. Smith Elementary School
- Mark Twain Elementary School
- R. K. Loyde High School
- Will Rogers Middle School
- William Anderson Elementary School
- William Green Elementary School

Wiltec will place cameras at each school location the same week that ADT Counts are collected, which will be processed for turning movement counts (vehicle, bicycle, and pedestrian). Turning movement counts (TM Cs) will be collected for the 8 hours that include AM and PM peaks periods.

Due to the circumstances surrounding COVID-19 at this time, traffic conditions within the City are not expected to return to normal within this year. As such, ADT counts and TMCs may be postponed to a later date agreed upon between Iteris and the City. These counts will be submitted separately from the inventory assessment (Task 4) for City review and approval.

Deliverable:

- ADT and Turning Movement Counts in Electronic Format

### TASK 4. INVENTORY ASSESSMENT AND QA/QC

Iteris has a team of experts when it comes to analyzing and providing flexible improvements that will enhance safety for all users of the roadway. Iteris' ability to implement high-quality deliverables is a direct result of Iteris' adherence to a QA/QC program, led by Ms. Naree Kim, whom will ensure accuracy, product usability, and an overall commitment to product excellence and user satisfaction. The QA/QC process is a major factor in reducing project issues and errors and will assist with identifying conflicts or inconsistencies within project documentation. Figure 5 illustrates Iteris' QA/QC flowchart.

Iteris understands that substantial time must be provided in the project schedule to complete reviews, and address and incorporate any comments into the final delivery to City. Delivery of top quality and error-free product(s) to City will be the Iteris Team's number one project goal. All

documents produced by Iteris associates and team members are reviewed by the originator as well as someone with expertise in the relevant area other than the author. A second opinion ensures that all documents are comprehensible and well written and may provide alternative approaches to the analysis.

#### Subtask 4.1. Assessment Criteria

Iteris will present an assessment criteria to the City for review during the kick-off meeting. This provides the City with an opportunity to review criteria in advance of any field work performed to ensure a mutual understanding of the data that will be collected to ensure all the information meets the City's current and future needs. The assessment criteria will include, but not limited to sign standards, adequate visibility and sight distance, adequate warning distance, and pedestrian and bicyclist safety analysis.

Criteria will be in accordance with the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) guidelines and experienced engineering judgement. With this information, Iteris will coordinate with the City to finalize replacement thresholds that will determine the validity of signs and traffic control devices.

#### Subtask 4.2. Database

Iteris will provide the City with an up-to-date GIS database and KMZ files using Google Earth for existing signs and traffic control devices. FastField (mentioned in Subtask 2.1) generates data into a spreadsheet that can easily be imported into a GIS or KMZ file. The database will not only include the location of all signs and devices but also the specific type, physical condition, and other pertinent observations. The City may choose to keep this database in any centrally located database in the City's network (e.g. Excel, ArcGIS, etc.) for ease of updating every time there is a modification to any signs or equipment.

#### Subtask 4.3. Detailed inventory Reports

Upon completion of the field inventory task, Iteris will provide the City with detailed inventory documents, in Excel format, that will contain accurate and up-to-date information identical to the database. In addition, as a value added, Iteris can provide the City with detailed Sign Inventory Summary Sheets that contain pictures and visually shows the data collected in a report format. These summary sheets can be provided to City Council or the general public in a format that is easy to read. Figure 6 below illustrates an example of the level of detail Iteris provides in a single summary sheet.

#### Subtask 4.4. Conditions and Cost Estimate

Based on the City-approved assessment criteria and data collected from the field inventory, Iteris will prepare a detailed cost estimate to be included in the LRSP report. The cost estimate will summarize the overall cost for proposed sign and traffic control device replacement as well as an itemized breakdown of quantities and unit costs, with back up information as necessary.

#### Deliverables:

- Assessment criteria
- GIS database
- Google Earth KMZ file

- Excel Inventory Summary files
- Field Inventory Summary Sheet (As requested)

#### TASK5. LRSP REPORT

Iteris will prepare a LRSP report that will be developed based on the work completed in previous tasks. The report will identify the crash characteristics, data gathering, data analysis, countermeasure identification and prioritization. The report will align with the State's Strategic Highway Safety Plan (SHSP) and comply with Caltrans LRSP guidelines in the case the City would like to apply for future HSIP funding. The report is expected to include the following sections (or similar) and can be tailored to the needs of the City:

1. Introduction - What is the purpose and vision?
2. Background - What are the current conditions, what is the City already doing well, and what can be improved?
3. Comprehensive Crash Analysis- Crash analysis from the most recent three (3) years that identifies trends.
4. Safety Emphasis Areas - Identify emphasis areas. Include proven and recommended strategies, with a focus on systematic, low-cost improvements.
5. Implementation Plans and Best Practices - Include the different types of mitigation strategies and how the City can proceed with each.

##### Subtask 5.1. Crash Analysis

As mentioned previously, the most recent three (3) years of crash data generated from the TIMS program will be used for trend analysis and provide more detailed analysis in developing the LRSP. The crash data analysis will address the following items:

- Crash data will be analyzed to determine which concentration areas are of greatest priority.
- Existing safety countermeasures that have already been deployed will be analyzed for their effectiveness in terms of collision mitigation.
- Roadway characteristics will be analyzed to determine the risk factors associated with nominal safety design.

All crash data will be summarized in graphical maps and tables within the LRSP report along with any recommended countermeasures.

##### Subtask 5.2. Other Challenge Areas

In addition-to concentration areas identified by the crash analysis, Iteris will review any other areas with safety deficiencies including, but not limited to schools zones, freeway ramps, individual intersections, senior centers, and major attractions within the city.

##### Subtask 5.3. Priority List

Based upon the crash and roadway data, a list of safety countermeasures devices will be developed. Iteris will identify the locations in greatest need of replacement and recommend a long-term plan for this maintenance that includes any budgetary restrictions noted by the City. Appropriate countermeasures for appropriate roadways to address specific crash characteristics will be

selected. Iteris understands that this project mainly focuses on the option of signs and traffic control devices; however, other safety countermeasures will also be developed and included within the LRSP report should the City pursue additional options at a later date. The potential crash reductions and anticipated benefits to costs will be documented as will potential issues the City may encounter which may prevent future implementation.

Deliverables:

- Draft LRSP Report
- Final LRSP Report

EXHIBIT "B"  
SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

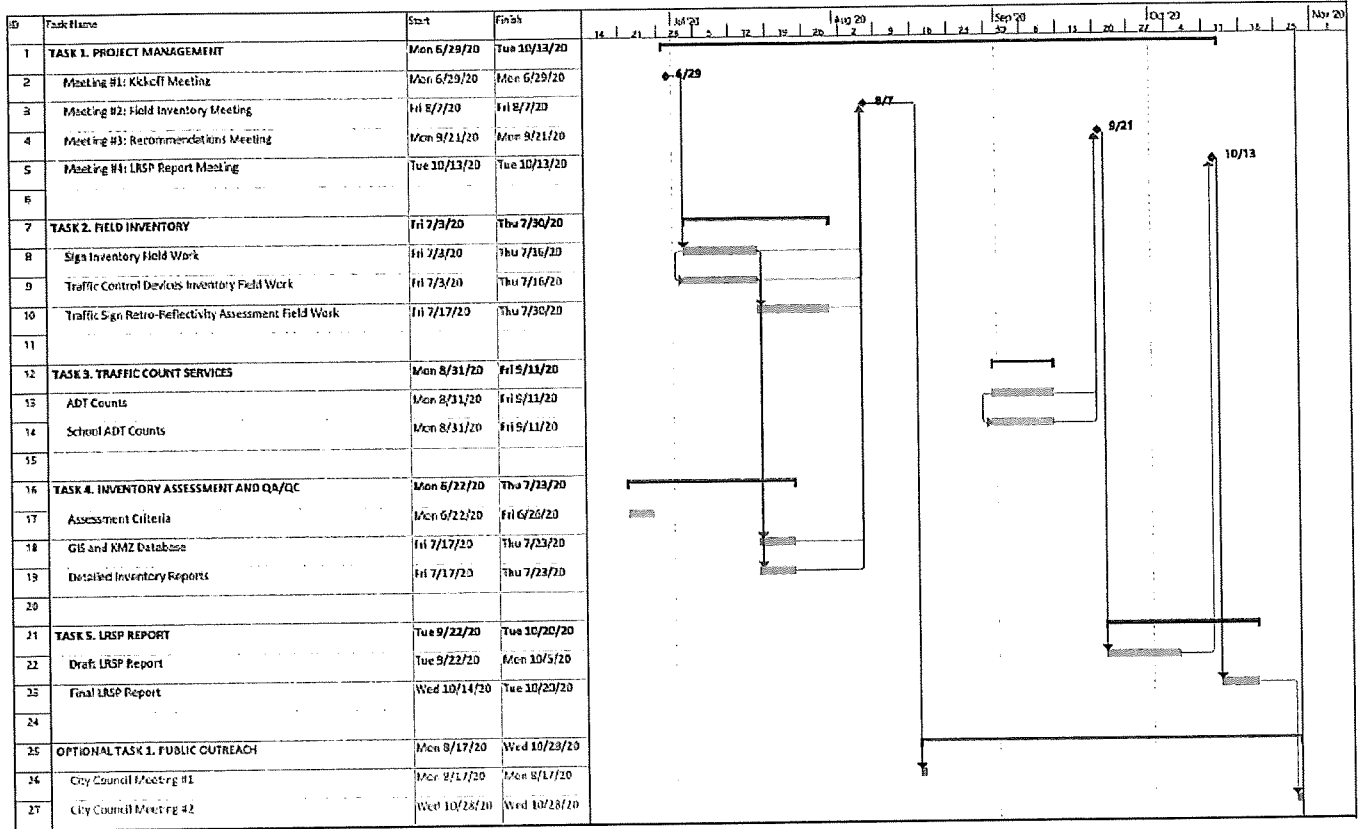
Consultant shall be compensated as follow:

| TASK NO.            | Work Task or Item DESCRIPTION                | BERIARD LI<br>Vice President<br>(Senior Advisor)<br>\$240 |       | PAUL FRISLIE<br>Principal Engineer<br>Project Manager<br>\$235 |         | LYDIA CHIN<br>Assoc. Engineer<br>(TASK LEADER)<br>\$187 |         | CASEY HU<br>Asst. Engineer<br>(TASK LEADER)<br>\$177 |         | HAREE AM<br>Senior Engineer<br>(QA/QC)<br>\$476 |         | ASSOCIATE ENGINEERS<br>\$120 |         | SUPPORT STAFF<br>\$110 |         | TOTAL ITEMS<br>HOURS | TOTAL<br>FEE |
|---------------------|--|---|-------|--|---------|---|---------|--|---------|---|---------|------------------------------|---------|------------------------|---------|----------------------|--------------|
|                     |  | HRS   | COST  | HRS  | COST    | HRS   | COST    | HRS  | COST    | HRS   | COST    | HRS                          | COST    | HRS                    | COST    |                      |              |
| 1                   | PROJECT MANAGEMENT                           | 1   | \$240 | 8  | \$1,880 | 8   | \$910   | 8  | \$1,416 |   |         |                              |         |                        |         | 26                   | \$4,060      |
|                     | Kickoff Meeting (Meeting #1)                 | 1   | \$240 | 2  | \$470   | 2   | \$240   | 2  | \$370   |   |         |                              |         |                        |         | 7                    | \$1,270.00   |
|                     | Meeting #2                                   | 1   | \$240 | 2  | \$470   | 2   | \$240   | 2  | \$370   |   |         |                              |         |                        |         | 6                    | \$900.00     |
|                     | Meeting #3                                   | 1   | \$240 | 2  | \$470   | 2   | \$240   | 2  | \$370   |   |         |                              |         |                        |         | 6                    | \$900.00     |
| 2                   | FIELD INVENTORY                              |   |       | 2  | \$470   | 2   | \$470   | 2  | \$470   |   |         |                              |         |                        |         | 6                    | \$2,810      |
|                     | Site Inventory Field Work                    |   |       | 2  | \$470   | 2   | \$470   | 2  | \$470   |   |         |                              |         |                        |         | 6                    | \$2,810      |
|                     | Traffic Control Devices Inventory Field Work |   |       | 2  | \$470   | 2   | \$470   | 2  | \$470   |   |         |                              |         |                        |         | 6                    | \$2,810      |
|                     | Traffic Sign Retro-Reflectivity Assessment   |   |       | 2  | \$470   | 2   | \$470   | 2  | \$470   |   |         |                              |         |                        |         | 6                    | \$2,810      |
|                     | Traffic Sign Inventory                       |   |       | 2  | \$470   | 2   | \$470   | 2  | \$470   |   |         |                              |         |                        |         | 6                    | \$2,810      |
|                     | Traffic Sign Inventory                       |   |       | 2  | \$470   | 2   | \$470   | 2  | \$470   |   |         |                              |         |                        |         | 6                    | \$2,810      |
|                     | Traffic Sign Inventory                       |   |       | 2  | \$470   | 2   | \$470   | 2  | \$470   |   |         |                              |         |                        |         | 6                    | \$2,810      |
| 3                   | TRAFFIC COUNT SERVICES                       |   |       | 2  | \$240   | 2   | \$240   | 2  | \$240   |   |         |                              |         |                        |         | 6                    | \$720.00     |
|                     | AID  |   |       | 2  | \$240   | 2   | \$240   | 2  | \$240   |   |         |                              |         |                        |         | 6                    | \$720.00     |
| 4                   | INVENTORY ASSESSMENT AND QA/QC               |   |       | 4  | \$940   | 13  | \$1,600 | 13   | \$1,600 | 13  | \$1,600 | 13                           | \$1,600 | 13                     | \$1,600 | 52                   | \$5,200.00   |
|                     | Assessment Criteria                          |   |       | 1  | \$235   | 1   | \$110   | 1  | \$110   | 1   | \$110   | 1                            | \$110   | 1                      | \$110   | 4                    | \$440.00     |
|                     | Database                                     |   |       | 1  | \$235   | 10  | \$1,200 | 10   | \$1,200 | 10  | \$1,200 | 10                           | \$1,200 | 10                     | \$1,200 | 40                   | \$4,800.00   |
|                     | Database                                     |   |       | 1  | \$235   | 1   | \$110   | 1  | \$110   | 1   | \$110   | 1                            | \$110   | 1                      | \$110   | 4                    | \$440.00     |
|                     | Database                                     |   |       | 1  | \$235   | 1   | \$110   | 1  | \$110   | 1   | \$110   | 1                            | \$110   | 1                      | \$110   | 4                    | \$440.00     |
| 5                   | INVENTORY REPORT                             |   |       | 1  | \$240   | 1   | \$240   | 1  | \$240   | 1   | \$240   | 1                            | \$240   | 1                      | \$240   | 4                    | \$960.00     |
|                     | INVENTORY REPORT                             |   |       | 2  | \$480   | 16  | \$3,760 | 16   | \$3,760 | 16  | \$3,760 | 16                           | \$3,760 | 16                     | \$3,760 | 64                   | \$7,840.00   |
| TOTAL HOURS (COSTS) |  | 2   | \$480 | 16   | \$3,760 | 16  | \$3,760 | 16   | \$3,760 | 16  | \$3,760 | 16                           | \$3,760 | 16                     | \$3,760 | 64                   | \$7,840.00   |

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall undertake the work pursuant to the following schedule:



**ATTACHMENT 2**  
LRSP Program Supplement Agreement No. U95



PROGRAM SUPPLEMENT NO. U95  
 to  
 ADMINISTERING AGENCY-STATE AGREEMENT  
 FOR STATE FUNDED PROJECTS NO 00570S

Adv Project ID: 0720000278      Date: June 29, 2020  
 Location: 07-LA-0-LNDL  
 Project Number: LRSPL-5360(015)  
 E.A. Number:  
 Locode: 5360

This Program Supplement, effective \_\_\_\_\_, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00570S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of \_\_\_\_\_ and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Citywide especially within the school zone

TYPE OF WORK: Road Related - Other

| Estimated Cost | State Funds |  | Matching Funds |        |
|----------------|-------------|--|----------------|--------|
|                | STATE       |  | LOCAL          | OTHER  |
| \$80,000.00    | \$72,000.00 |  | \$8,000.00     | \$0.00 |

CITY OF LAWDALE

By: [Signature]  
 Mayor  
 Title: \_\_\_\_\_  
 Date: 7-23-20  
 Attest: [Signature]  
 Assistant City Clerk

STATE OF CALIFORNIA  
 Department of Transportation

By: \_\_\_\_\_  
 Chief, Office of Project Implementation  
 Division of Local Assistance  
 Date: \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer: [Signature]

Date: 6/29/20 \$72,000.00

**SPECIAL COVENANTS OR REMARKS**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).
4. This PROJECT is funded with State-Only funding from the Local Roadway Safety Plan (LRSP) Program. ADMINISTERING AGENCY agrees to develop an LRSP under this PROJECT.

The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the LRSP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the LRSP funds.

ADMINISTERING AGENCY agrees that LRSP funds available for reimbursement will be

07-LA-0-LNDL  
LRSPL-5360(015)

**SPECIAL COVENANTS OR REMARKS**

limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide LRSP Coordinator prior to performing work.

ADMINISTERING AGENCY agrees to the program delivery and reporting requirements. The study and the LRSP must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the LRSP report must be submitted to the DLAE within six (6) months of the report completion.

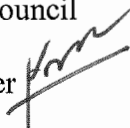


## CITY OF LAWDALE

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

DATE: September 8, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

SUBJECT: **City Council Consideration of a Resolution Opposing County of Los Angeles Charter Amendment, Measure J**

### BACKGROUND

On August 4, 2020, the County of Los Angeles Board of Supervisors, on a 4-1 vote, approved the placement of a ballot measure (Measure J) on the ballot for the November 3, 2020 election.

According to an impartial analysis prepared by the Los Angeles County Counsel's Office, Measure J is a proposed County charter amendment that would set aside at least 10% of the County's locally generated unrestricted general fund revenues (approximately \$400 - \$500 million) each year. These funds would be allocated annually toward social services programs for: youth development, job training, small minority-owned businesses, housing services, and alternatives to incarceration.

Measure J would prohibit these set-aside funds from being used for County agencies, such as: Sheriff's Department, District Attorney, Probation Department, and the Superior Courts. Measure J would enable the segregation of the set-aside revenues for these restricted purposes to phase in over a three-year period beginning on July 1, 2021, to the full set-aside amount by June 30, 2024.

If Measure J is approved by County voters, it can only be repealed by a subsequent vote of the electorate. Measure J will require a majority vote for passage.

### STAFF REVIEW

Proponents say that Measure J is intended to address the disproportionate impact of racial injustice by shifting resources from the criminal justice system to social services programs to focus on the root causes of crime. They also state that incarceration and punishment are ineffective in treating poverty, mental illness, and the lack of housing. To the proponents, Measure J is fiscally responsible as it promotes transparency with a clear budgeting process, and because it will use existing County funds and it is not a new tax.

On the other hand, opponents argue that Measure J will permanently divert over \$400 million each year away from critical public services Los Angeles County residents rely on (e.g., emergency response workers, nurses, 911 operators, public safety officers, social workers, and other essential workers), for a

broad wish list of unspecified programs the County is not equipped to manage. Opponents say that Measure J was rushed to the ballot without assessing the consequences of how permanently diverting almost half a billion dollars away from essential County services will harm our neighborhoods.

While there may be truth on both sides of the argument, the City's primary concern is the health, safety, and welfare of the Lawndale community. With Measure J's passage, it is clear that at least 10% of the County's set-aside revenues would no longer be available for County law enforcement agencies. As such, the Sheriff's Department budget would more than likely be cut as well. According the County Chief Executive's Office, these cuts could amount to \$114 million per year or more beginning in July 2021.

With these cuts, cities that contract with the Sheriff's Department for law enforcement services, will likely see a reduction in services outside of contracted items (e.g., bomb squad, Detectives Bureau, Special Enforcement Bureau [SWAT], Aero Bureau [helicopters], etc.). A reduction in these services could result in an increase in crime both in Lawndale and around the County as a whole.

While providing funding for social services programs to address societal problems is important and should be carefully considered, shifting funding away from County agencies that protect and keep our communities safe may be detrimental. Based on the potential negative effects of this measure on public safety in Lawndale, staff recommends that the City Council approve a resolution opposing Measure J.

#### COMMISSION REVIEW

Not applicable.

#### LEGAL REVIEW

Not applicable.

#### FUNDING

There is no cost associated with approval of this resolution.

#### RECOMMENDATION

Staff recommends that the City Council approve Resolution No. CC-2009-048 opposing County of Los Angeles Charter Amendment, Measure J.

Attachment:

Resolution No. CC-2009-048

**Attachment**

**Resolution No. CC-2009-048**

**RESOLUTION NO. CC-2009-048**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA,  
OPPOSING COUNTY OF LOS ANGELES  
CHARTER AMENDMENT, MEASURE J**

WHEREAS, the City of Lawndale's top priority is the health, safety, and welfare of the Lawndale community; and

WHEREAS, the City of Lawndale contracts for law enforcement services with the County of Los Angeles Sheriff's Department; and

WHEREAS, on August 4, 2020, the County of Los Angeles Board of Supervisors approved the addition of a ballot measure known as Measure J, for County voters to consider a charter amendment, on the November 3, 2020, General Election, ballot; and

WHEREAS, Measure J would set aside at least ten percent (10%) of the County's locally generated unrestricted general fund revenues each year to be allocated for various direct community investment programs and alternatives to incarceration; and

WHEREAS, Measure J would prohibit the set-aside revenues from being used for any carceral system or law enforcement agencies, including the County Sheriff's Department, District Attorney, Probation Department, and Superior Courts; and

WHEREAS, Measure J will likely result in substantial cuts to the Sheriff's Department budget which will result in a decrease in law enforcement services, and consequently, a likely increase in crime in contract cities and Los Angeles County as a whole; and

WHEREAS, Lawndale and cities throughout Los Angeles County desire better social services programs to address societal problems, however, not at the expense of the health, safety, and welfare of our communities.

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

SECTION 1. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council of the City of Lawndale does hereby oppose Measure J.

SECTION 3. The City Clerk of the City of Lawndale is hereby directed to convey a copy of this Resolution to the County of Los Angeles Board of Supervisors.

PASSED, APPROVED, AND ADOPTED this 8<sup>th</sup> day of September, 2020.

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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-2009-048 at a regular meeting of said Council held on the 8<sup>th</sup> day of September, 2020, by the following roll call vote:

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

\_\_\_\_\_  
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](http://www.lawndalecity.org)

DATE: September 8, 2020  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk   
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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