



CITY OF LAWDALE

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

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Tuesday, September 6, 2022 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

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

How to observe the Meeting:

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

Copies of this Agenda 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**
 - a. LA County Sherriff's Department Update
 - b. LA County Fire Department Update
- D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)**
- E. COMMENTS FROM COUNCIL**
- F. CONSENT CALENDAR**

Items 1 through 5, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

- 1. Notice of Completion for Inglewood Avenue Phase I Street Improvements Project**
Recommendation: that the City Council (a) accept the project completion by Shawnan, for the Inglewood Avenue Phase I Street Improvement Project, (b) authorize staff to file the notice of completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Inglewood Avenue Phase I Street Improvement Project and (c) authorize

staff to release 5% retention in the amount of \$52,805.12 for the Inglewood Avenue Phase I Street Improvement Project.

2. **Approve Resolution Amending the Memorandum of Understanding between the City of Lawndale and AFSCME**

Recommendation: that the City Council approve Resolution No. CC-2208-041, approving the First Amendment to the 2020-2023 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36.

3. **Consideration of Claim Against the City**

Recommendation: that the City Council reject the claims filed by Jose Vasquez and Josefina Andrade, and Sara Aguilar and instruct staff to process the appropriate correspondence to the claimant.

4. **Accounts Payable Register**

Recommendation: that the City Council adopt Resolution No. CC-2209-044 authorizing the payment of certain claims and demands in the amount of \$670,005.58

5. **Minutes of the Lawndale City Council Regular Meeting – August 15, 2022**

Recommendation: that the City Council approve.

G. **ADMINISTRATION**

6. **Grant Funding Agreement with Los Angeles County for Measure A Technical Assistance Program (TAP)**

Recommendation: that the City Council (a) approve the attached Contract Services Agreement for Los Angeles County Regional, Parks and Open Space District Technical Assistance Program Funding between the City of Lawndale and Los Angeles County Regional, Parks and Open Space District; and (b) authorize the City Manager to execute the attached agreement.

7. **Memorandum of Understanding with Los Angeles County Metro to Accept Local Return Funds for the Lawndale Beat Fixed-Route Transportation System Operations for FY 2019-2020**

Recommendation: that the City Council authorize the Mayor, or City Manager to execute the required Memorandum of Understanding between the City of Lawndale and Los Angeles County Metropolitan Transportation Authority accepting \$37,343.00 in local return funds plus an additional \$22,357.00 in Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding for a total of \$59,700.00.

H. **CITY MANAGER REPORT**

I. **ITEMS FROM CITY COUNCILMEMBERS**

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

J. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, September 19, 2022, 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 6, 2022 was posted not less than 72 hours prior to the meeting.

Cynthia Rodriguez, Administrative Assistant



CITY OF LAWNDALE

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

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Interim Public Works Director
Hrant Manuelian, Finance Director
Michael Brust, Associate Engineer

SUBJECT: Notice of Completion – Inglewood Avenue Phase I Street Improvement Project

BACKGROUND

On September 21, 2021, the City Council awarded a construction contract to Shawnan, for the Inglewood Avenue Phase I Street Improvement Project. This project consisted of two smaller projects (Phase I and Phase II) combined into one project. The project limits for Phase I were from the railroad tracks north of Manhattan Beach Boulevard to the I-405 Freeway. The limits for Phase II are from the I-405 Freeway to Marine Avenue. The scope of work included pavement rehabilitation by cold milling and asphalt pavement overlay, reconstruction of curb ramps to meet the requirements of the Americans with Disabilities Act (ADA), driveway approaches, sidewalk, striping and pavement markings, replacement of street signs, utility adjustments to grade, and other related appurtenances. In addition, this project included traffic signal upgrades at the intersection of Inglewood Avenue and the I-405 Freeway.

Furthermore, Inglewood Avenue is a shared street between the cities of Redondo Beach and Lawndale. The original scope of work for Phase I included the traffic signal upgrades at the intersection of Inglewood Avenue and Manhattan Beach Boulevard. However, after several meetings with the City of Redondo Beach, they agreed to include the traffic signal upgrades as well as the pavement rehabilitation from the intersection of Inglewood Avenue and Manhattan Beach Boulevard to the south of the railroad tracks as part of their Capital Improvement Project. In exchange, the City of Lawndale completed the portion of the pavement rehabilitation on Inglewood Avenue from Marine Avenue to north of the railroad tracks which lies within the City of Redondo Beach as a part of the Phase I project.

STAFF REVIEW

The Inglewood Avenue Phase I Street Improvement Project has been completed in conformance with the project plans and specifications. The construction management and inspection were performed by in-house staff.

FISCAL IMPACT

The original contract amount with Shawnan, was \$1,177,400.00 while the final completed contract amount is \$1,056,102.36, and approved contingency of \$117,740.00 for the entire project. The project was included in the City's Fiscal Year 2020-21 Capital Improvement Program and was funded by

City Council Meeting – September 6, 2022

Notice of Completion for the Inglewood Avenue Phase I Street Improvement Project

Proposition C 25 Grants, Proposition C, and 2009 Tax Anticipation Bond (TAB) Funds for a total amount of \$1,173,842.36.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the project completion by Shawnan, for the Inglewood Avenue Phase I Street Improvement Project.
2. Authorize staff to file the notice of completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Inglewood Avenue Phase I Street Improvement Project.
3. Authorize staff to release 5% retention in the amount of \$52,805.12 for the Inglewood Avenue Phase I Street Improvement Project.

ATTACHMENTS

1. Location Map of the completed project

The map displays a comprehensive street network in Manhattan Beach. Key features include:

- Major Roads:** Rosecrans Ave (top), Marine Ave (middle), Manhattan Beach Blvd (diagonal), 405 freeway (diagonal), Inglewood Ave (left), and Redondo Beach Blvd (bottom right).
- Local Streets:** Numerous streets are labeled, including 145th St through 173rd St, and various avenues like Primrose Ave, Kingside Ave, and Grevelia Ave.
- Highlighted Area:** A red rectangle labeled '1' is positioned on the left side, near the intersection of Inglewood Ave and the 405 freeway.
- Other Markers:** A dashed line labeled 'R/R' (Railroad) runs diagonally across the map. A north arrow is located in the bottom right corner.

1. Inglewood Project – Phase I & 2



CITY OF LAWDALE

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

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

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

SUBJECT: **Approve Resolution Amending the Memorandum of Understanding between the City of Lawndale and AFSCME**

BACKGROUND

On August 15, 2022, City Council approved Resolution No. CC-2208-041, adopting the First Amendment to the Memorandum of Understanding (MOU) between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36 (AFSCME). Due to a clerical error, staff is reintroducing this item for City Council's review and approval.

STAFF REVIEW

Following the City Council meeting on August 15, 2022, it was discovered that the adopted first amendment to the AFSCME MOU did not include the resolution for City Council's approval. City Council adopted all of the fundamental actions necessary to effectuate the amendments to the MOU. However, out of the abundance of caution and to avoid any potential challenges, staff is bringing back this item for City Council's review and approval.

LEGAL REVIEW

The City Attorney has reviewed and approves the resolution as to form.

FUNDING

There is no fiscal impact associated with the approval of this previously stated resolution.

RECOMMENDATION

Staff recommends that the City Council approve Resolution No. CC-2208-041, approving the First Amendment to the 2020-2023 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36.

Attachment: Resolution No. CC-2208-041 - First Amendment to the 2020-2023 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees

RESOLUTION NO. CC-2208-041

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
ADOPTING THE FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAWDALE AND LOCAL 1895,
COUNCIL 36, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO JULY 1, 2020 - JUNE 30, 2023**

WHEREAS, the City of Lawndale ("City") and the Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO ("Majority Representative Employee Organization") entered into that certain agreement entitled Memorandum of Understanding Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2020 - June 30, 2023 ("Agreement") on or about February 7, 2022; and

WHEREAS, the City and the Majority Representative Employee Organization agreed to reopen the Agreement during the term of the MOU to meet and confer regarding certain terms and conditions of employment, to include: the citywide classification and compensation study ("Study."); and

WHEREAS, the City and the Majority Representative Employee Organization now desire to amend the Agreement to implement the first phase of the citywide classification and compensation study ("Study") to: i) amend and update the 2022-23 salary schedule for Lawndale Classified Employees ("LCE") Unit and Lawndale Professional Mid-Management Employees ("LPMME") Unit to bring applicable positions to market as identified in the Study; ii) delete the position of "City Engineer" from the LPMME bargaining unit and the City's classification plan; iii) delete the position of "Assistant Public Works Inspector" from the LCE bargaining unit and the City's classification plan; and iv) implement the proposed structured salary schedule for all positions; and

WHEREAS, the parties have complied with the meet and confer requirements of the Meyers-Milias-Brown Act with respect to the proposed amendments to the Agreement described in the recital above; and

WHEREAS, members of the Majority Representative Employee Organization ratified the modifications to the Agreement as set forth in the First Amendment to the Agreement.

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

SECTION 1. The First Amendment to the Agreement, attached hereto as Exhibit "A", is hereby approved.

SECTION 2. Except as expressly provided in the First Amendment, all other provisions of the Agreement shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 6th day of September, 2022.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2208-041 at a regular meeting of said Council held on the 6th day of September, 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

EXHIBIT "A"

First Amendment to the Memorandum of Understanding between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2020 – June 30, 2023"

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAWDALE AND LOCAL 1895, COUNCIL 36,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
JULY 1, 2020 - JUNE 30, 2023**

This First Amendment to the Memorandum of Understanding Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2020 - June 30, 2023 ("First Amendment") is entered into this 15th day of August 2022 by and between the City of Lawndale ("City") and the Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO ("Majority Representative Employee Organization").

RECITALS

WHEREAS, the City and the Majority Representative Employee Organization entered into that certain agreement entitled Memorandum of Understanding ("MOU") Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2020 - June 30, 2023 ("Agreement") on or about February 7, 2022; and

WHEREAS, the City and the Majority Representative Employee Organization agreed to reopen the Agreement during the term of the MOU to meet and confer regarding certain terms and conditions of employment, to include: the citywide classification and compensation study ("Study."); and

WHEREAS, the City and the Majority Representative Employee Organization now desire to amend the Agreement to implement the first phase of the citywide classification and compensation study ("Study") to: i) amend and update the 2022-23 salary schedule for Lawndale Classified Employees ("LCE") Unit and Lawndale Professional Mid-Management Employees ("LPMME") Unit to bring applicable positions to market as identified in the Study; ii) delete the position of "City Engineer" from the LPMME bargaining unit and the City's classification plan; iii) delete the position of "Assistant Public Works Inspector" from the LCE bargaining unit and the City's classification plan; and iv) implement the proposed structured salary schedule for all positions; and

WHEREAS, the parties have complied with the meet and confer requirements of the Meyers-Milias-Brown Act with respect to the proposed modifications to the Agreement described in the recital above and as set forth in this First Amendment; and

WHEREAS, members of the Majority Representative Employee Organization have ratified the modifications to the Agreement as set forth in this First Amendment.

NOW, THEREFORE, it is hereby agreed that this First Amendment modifies the Agreement in the following particulars only:

Section 1. Section 7.02. of the Agreement, "Salary and Wage Schedules," is hereby amended to update paragraph "e" to read in its entirety as follows.

Effective July 1, 2022, the City and AFSCME agree to place all applicable positions covered by this Agreement in line with the market as identified by the classification and compensation study ("Study"), honoring Step placement.

The City and AFSCME agree to implement a structured salary schedule (using a 5-step range, with 5% between steps and 1% between ranges) and place all positions on the salary schedule at the appropriate Step, within the new salary range that is closest to the new rate of pay, without being less than their current rate of pay.

The City and AFSCME agree to continue to meet and confer in good faith regarding the implementation of the Second Phase of the Study results and recommendations as it relates to the job descriptions.

Section 2. Attachment "A" to the Agreement, the salary schedule for the Lawndale Professional Mid-Management Employees ("LPMME") Unit, shall be amended and salary schedule effective July 1, 2022 will be replaced with the new salary schedule as set forth on Attachment "A-1," which is attached hereto and incorporated herein by this reference, to be effective July 1, 2022.

Section 3. Attachment "B" to the Agreement, the salary schedule for the Lawndale Classified Employees ("LCE") Unit, shall be amended in its entirety and replaced with Attachment "B-1," which is attached hereto and incorporated herein by this reference, to be effective July 1, 2022.

Section 4. The position of "City Engineer" is hereby removed from the LPMME bargaining unit and the City's classification plan, and the reference to this position in Attachment "A" to the Agreement is hereby deleted.

Section 5. The position of "Assistant Public Works Inspector" is hereby removed from the LCE bargaining unit and the City's classification plan, and the reference to this position in Attachment "A" to the Agreement is hereby deleted.

Section 6. Except as expressly provided in this First Amendment, all other provisions of the Agreement, as previously amended, shall remain in full force and effect

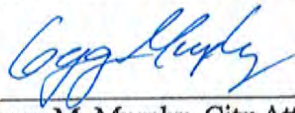
This First Amendment, when executed by the City labor relations representatives and the Majority Representative Employee Organization representatives, constitutes a joint recommendation therefrom, after ratification of the Majority Representative Employee Organization membership, to be submitted to the City Council for its determination and approval by resolution, as the City Council may deem fit and proper. This First Amendment is of no force or effect unless or until approved and adopted by a resolution of the City Council. The City and the Majority Representative Employee Organization acknowledge that this Agreement is signed by their respective representatives this 15th day of August 2022.

CITY OF LAWNSDALE

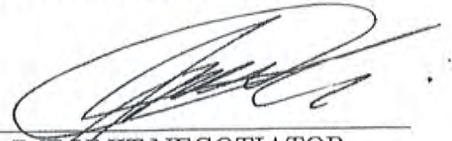
By:

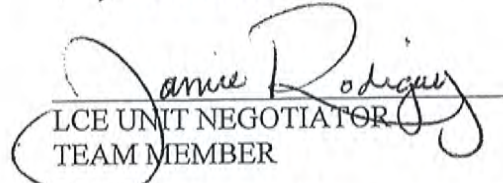

Robert Pullen -Miles, Mayor

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


Gregory M. Murphy, City Attorney

MAJORITY REPRESENTATIVE
EMPLOYEE ORGANIZATION


LPMME UNIT NEGOTIATOR
TEAM MEMBER


LCE UNIT NEGOTIATOR
TEAM MEMBER


AFSCME Business Representative

ATTACHMENT A-1

Professional Mid-Management Employees Fiscal Year 2022-2023							
Job ID	Current Job Title	Range	Step A	Step B	Step C	Step D	Step E
2002	Deputy City Clerk	72	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832
5006	Assistant Planner	77	\$5,908	\$6,203	\$6,513	\$6,839	\$7,181
5003	Grant/Economic Dev Coordinator	80	\$6,087	\$6,391	\$6,711	\$7,046	\$7,399
3003	Community Services Supervisor	84	\$6,334	\$6,651	\$6,983	\$7,332	\$7,699
1002	Administrative Analyst	85	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776
7003	Assistant Engineer	85	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776
6003	Municipal Services Supervisor	91	\$6,791	\$7,130	\$7,487	\$7,861	\$8,254
8001	Maintenance Supervisor	94	\$6,997	\$7,346	\$7,714	\$8,099	\$8,504
5005	Associate Planner	96	\$7,137	\$7,494	\$7,869	\$8,262	\$8,675
7002	Associate Engineer	105	\$7,806	\$8,196	\$8,606	\$9,036	\$9,488
5004	Senior Planner	107	\$7,963	\$8,361	\$8,779	\$9,218	\$9,679
9001	Cable Television Supervisor	111	\$8,286	\$8,700	\$9,135	\$9,592	\$10,072
5002	Community Development Manager	118	\$8,884	\$9,328	\$9,794	\$10,284	\$10,798
4002	Accounting Manager	119	\$8,973	\$9,421	\$9,892	\$10,387	\$10,906
6002	Municipal Services Manager	123	\$9,337	\$9,804	\$10,294	\$10,809	\$11,349
3002	Community Services Manager	123	\$9,337	\$9,804	\$10,294	\$10,809	\$11,349
~~7001~~	~~City Engineer~~	~~Delete~~					

Lawndale 2022 Proposed Salary Schedule

Salary Range						
Salary Range	Step A	Step B	Step C	Step D	Step E	Salary Range
0	\$0	\$0	\$0	\$0	\$0	0
1	\$33,280	\$34,944	\$36,691	\$38,526	\$40,452	1
2	\$33,613	\$35,293	\$37,058	\$38,911	\$40,857	2
3	\$33,949	\$35,646	\$37,429	\$39,300	\$41,265	3
4	\$34,288	\$36,003	\$37,803	\$39,693	\$41,678	4
5	\$34,631	\$36,363	\$38,181	\$40,090	\$42,095	5
6	\$34,978	\$36,726	\$38,563	\$40,491	\$42,516	6
7	\$35,327	\$37,094	\$38,948	\$40,896	\$42,941	7
8	\$35,681	\$37,465	\$39,338	\$41,305	\$43,370	8
9	\$36,037	\$37,839	\$39,731	\$41,718	\$43,804	9
10	\$36,398	\$38,218	\$40,129	\$42,135	\$44,242	10
11	\$36,762	\$38,600	\$40,530	\$42,556	\$44,684	11
12	\$37,129	\$38,986	\$40,935	\$42,982	\$45,131	12
13	\$37,501	\$39,376	\$41,345	\$43,412	\$45,582	13
14	\$37,876	\$39,770	\$41,758	\$43,846	\$46,038	14
15	\$38,255	\$40,167	\$42,176	\$44,284	\$46,499	15
16	\$38,637	\$40,569	\$42,597	\$44,727	\$46,964	16
17	\$39,023	\$40,975	\$43,023	\$45,174	\$47,433	17
18	\$39,414	\$41,384	\$43,454	\$45,626	\$47,908	18
19	\$39,808	\$41,798	\$43,888	\$46,082	\$48,387	19
20	\$40,206	\$42,216	\$44,327	\$46,543	\$48,870	20
21	\$40,608	\$42,638	\$44,770	\$47,009	\$49,359	21
22	\$41,014	\$43,065	\$45,218	\$47,479	\$49,853	22
23	\$41,424	\$43,495	\$45,670	\$47,954	\$50,351	23
24	\$41,838	\$43,930	\$46,127	\$48,433	\$50,855	24
25	\$42,257	\$44,370	\$46,588	\$48,917	\$51,363	25
26	\$42,679	\$44,813	\$47,054	\$49,407	\$51,877	26
27	\$43,106	\$45,261	\$47,525	\$49,901	\$52,396	27
28	\$43,537	\$45,714	\$48,000	\$50,400	\$52,920	28
29	\$43,973	\$46,171	\$48,480	\$50,904	\$53,449	29
30	\$44,412	\$46,633	\$48,965	\$51,413	\$53,983	30
31	\$44,856	\$47,099	\$49,454	\$51,927	\$54,523	31
32	\$45,305	\$47,570	\$49,949	\$52,446	\$55,068	32
33	\$45,758	\$48,046	\$50,448	\$52,971	\$55,619	33
34	\$46,216	\$48,526	\$50,953	\$53,500	\$56,175	34
35	\$46,678	\$49,012	\$51,462	\$54,035	\$56,737	35
36	\$47,145	\$49,502	\$51,977	\$54,576	\$57,304	36
37	\$47,616	\$49,997	\$52,497	\$55,121	\$57,878	37
38	\$48,092	\$50,497	\$53,022	\$55,673	\$58,456	38
39	\$48,573	\$51,002	\$53,552	\$56,229	\$59,041	39
40	\$49,059	\$51,512	\$54,087	\$56,792	\$59,631	40
41	\$49,549	\$52,027	\$54,628	\$57,360	\$60,228	41
42	\$50,045	\$52,547	\$55,174	\$57,933	\$60,830	42
43	\$50,545	\$53,073	\$55,726	\$58,513	\$61,438	43
44	\$51,051	\$53,603	\$56,283	\$59,098	\$62,053	44
45	\$51,561	\$54,139	\$56,846	\$59,689	\$62,673	45
46	\$52,077	\$54,681	\$57,415	\$60,286	\$63,300	46
47	\$52,598	\$55,228	\$57,989	\$60,888	\$63,933	47
48	\$53,124	\$55,780	\$58,569	\$61,497	\$64,572	48
49	\$53,655	\$56,338	\$59,155	\$62,112	\$65,218	49
50	\$54,191	\$56,901	\$59,746	\$62,733	\$65,870	50
51	\$54,733	\$57,470	\$60,344	\$63,361	\$66,529	51
52	\$55,281	\$58,045	\$60,947	\$63,994	\$67,194	52
53	\$55,833	\$58,625	\$61,556	\$64,634	\$67,866	53
54	\$56,392	\$59,211	\$62,172	\$65,281	\$68,545	54
55	\$56,956	\$59,804	\$62,794	\$65,933	\$69,230	55
56	\$57,525	\$60,402	\$63,422	\$66,593	\$69,922	56
57	\$58,101	\$61,006	\$64,056	\$67,259	\$70,622	57
58	\$58,682	\$61,616	\$64,696	\$67,931	\$71,328	58
59	\$59,268	\$62,232	\$65,343	\$68,611	\$72,041	59
60	\$59,861	\$62,854	\$65,997	\$69,297	\$72,761	60
61	\$60,460	\$63,483	\$66,657	\$69,990	\$73,489	61
62	\$61,064	\$64,117	\$67,323	\$70,690	\$74,224	62
63	\$61,675	\$64,759	\$67,997	\$71,396	\$74,966	63
64	\$62,292	\$65,406	\$68,677	\$72,110	\$75,716	64
65	\$62,915	\$66,060	\$69,363	\$72,831	\$76,473	65
66	\$63,544	\$66,721	\$70,057	\$73,560	\$77,238	66
67	\$64,179	\$67,388	\$70,758	\$74,295	\$78,010	67
68	\$64,821	\$68,062	\$71,465	\$75,038	\$78,790	68
69	\$65,469	\$68,743	\$72,180	\$75,789	\$79,578	69
70	\$66,124	\$69,430	\$72,902	\$76,547	\$80,374	70
71	\$66,785	\$70,124	\$73,631	\$77,312	\$81,178	71
72	\$67,453	\$70,826	\$74,367	\$78,085	\$81,989	72
73	\$68,127	\$71,534	\$75,111	\$78,866	\$82,809	73
74	\$68,809	\$72,249	\$75,862	\$79,655	\$83,637	74
75	\$69,497	\$72,972	\$76,620	\$80,451	\$84,474	75
76	\$70,192	\$73,701	\$77,386	\$81,256	\$85,319	76
77	\$70,894	\$74,438	\$78,160	\$82,068	\$86,172	77
78	\$71,603	\$75,183	\$78,942	\$82,889	\$87,033	78
79	\$72,319	\$75,935	\$79,731	\$83,718	\$87,904	79
80	\$73,042	\$76,694	\$80,529	\$84,555	\$88,783	80

ATTACHMENT B-1

Classified Employees Fiscal Year 2022-2023							
Job ID	Current Job Title	Range	Step A	Step B	Step C	Step D	Step E
~~1101~~	~~Assistant Public Works Inspector~~	~~Delete~~					
3006	Senior Nutrition Specialist	4	\$2,857	\$3,000	\$3,150	\$3,308	\$3,473
8004	Maintenance Worker I	38	\$4,008	\$4,208	\$4,418	\$4,639	\$4,871
6005	Municipal Services Officer I	38	\$4,008	\$4,208	\$4,418	\$4,639	\$4,871
3011	Transit Operator	40	\$4,088	\$4,293	\$4,507	\$4,733	\$4,969
8003	Maintenance Worker II	50	\$4,516	\$4,742	\$4,979	\$5,228	\$5,489
4005	Accounting Specialist	51	\$4,561	\$4,789	\$5,029	\$5,280	\$5,544
5008	Building Permit Specialist	57	\$4,842	\$5,084	\$5,338	\$5,605	\$5,885
6004	Municipal Services Officer II	58	\$4,890	\$5,135	\$5,391	\$5,661	\$5,944
1004	Office /Personnel Assistant	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003
1005	Administrative Assistant II	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003
3004	Recreation Coordinator	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003
4004	Community Services Coordinator	59	\$4,939	\$5,186	\$5,445	\$5,718	\$6,003
4003	Accounting / Payroll Specialist	62	\$5,089	\$5,343	\$5,610	\$5,891	\$6,185
8002	Maintenance Worker III	66	\$5,295	\$5,560	\$5,838	\$6,130	\$6,436
6008	Code Enforcement Officer I	71	\$5,565	\$5,844	\$6,136	\$6,443	\$6,765
7004	Engineering Technician	71	\$5,565	\$5,844	\$6,136	\$6,443	\$6,765
1102	Public Works Inspector	72	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832
6009	Code Enforcement Officer II	77	\$5,908	\$6,203	\$6,513	\$6,839	\$7,181
1006	Executive Assistant	85	\$6,397	\$6,717	\$7,053	\$7,406	\$7,776
Part-Time Employees Hourly Rates Fiscal Year 2022-2023							
Job ID	Current Job Title	Range	Step A	Step B	Step C	Step D	Step E
3008	Delivery Worker	1	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
3005	Recreation Leader	1	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
3010	Senior Recreation Leader	4	\$16.48	\$17.31	\$18.17	\$19.08	\$20.04
9003	CATV Production Assistant	33	\$22.00	\$23.10	\$24.25	\$25.47	\$26.74
1007	Office Assistant	36	\$22.67	\$23.80	\$24.99	\$26.24	\$27.55
8005	Maintenance Worker I	38	\$23.12	\$24.28	\$25.49	\$26.77	\$28.10
6006	Municipal Services Officer I	38	\$23.12	\$24.28	\$25.49	\$26.77	\$28.10
3012	Transit Operator	40	\$23.59	\$24.77	\$26.00	\$27.30	\$28.67
9002	CATV Production Assistant II	43	\$24.30	\$25.52	\$26.79	\$28.13	\$29.54
1103	Emergency Preparedness Coordinator	49	\$25.80	\$27.09	\$28.44	\$29.86	\$31.35
6007	Municipal Services Officer II	58	\$28.21	\$29.62	\$31.10	\$32.66	\$34.29
6010	Code Enforcement Officer I	71	\$32.11	\$33.71	\$35.40	\$37.17	\$39.03
5007	Associate Planner	96	\$41.18	\$43.24	\$45.40	\$47.67	\$50.05

Lawndale 2022 Proposed Salary Schedule

Salary Range							
Salary Range	Step A	Step B	Step C	Step D	Step E		Salary Range
0	\$0	\$0	\$0	\$0	\$0		0
1	\$33,280	\$34,944	\$36,691	\$38,526	\$40,452		1
2	\$33,613	\$35,293	\$37,058	\$38,911	\$40,857		2
3	\$33,949	\$35,646	\$37,429	\$39,300	\$41,265		3
4	\$34,288	\$36,003	\$37,803	\$39,693	\$41,678		4
5	\$34,631	\$36,363	\$38,181	\$40,090	\$42,095		5
6	\$34,978	\$36,726	\$38,563	\$40,491	\$42,516		6
7	\$35,327	\$37,094	\$38,948	\$40,896	\$42,941		7
8	\$35,681	\$37,465	\$39,338	\$41,305	\$43,370		8
9	\$36,037	\$37,839	\$39,731	\$41,718	\$43,804		9
10	\$36,398	\$38,218	\$40,129	\$42,135	\$44,242		10
11	\$36,762	\$38,600	\$40,530	\$42,556	\$44,684		11
12	\$37,129	\$38,986	\$40,935	\$42,982	\$45,131		12
13	\$37,501	\$39,376	\$41,345	\$43,412	\$45,582		13
14	\$37,876	\$39,770	\$41,758	\$43,846	\$46,038		14
15	\$38,255	\$40,167	\$42,176	\$44,284	\$46,499		15
16	\$38,637	\$40,569	\$42,597	\$44,727	\$46,964		16
17	\$39,023	\$40,975	\$43,023	\$45,174	\$47,433		17
18	\$39,414	\$41,384	\$43,454	\$45,626	\$47,908		18
19	\$39,808	\$41,798	\$43,888	\$46,082	\$48,387		19
20	\$40,206	\$42,216	\$44,327	\$46,543	\$48,870		20
21	\$40,608	\$42,638	\$44,770	\$47,009	\$49,359		21
22	\$41,014	\$43,065	\$45,218	\$47,479	\$49,853		22
23	\$41,424	\$43,495	\$45,670	\$47,954	\$50,351		23
24	\$41,838	\$43,930	\$46,127	\$48,433	\$50,855		24
25	\$42,257	\$44,370	\$46,588	\$48,917	\$51,363		25
26	\$42,679	\$44,813	\$47,054	\$49,407	\$51,877		26
27	\$43,106	\$45,261	\$47,525	\$49,901	\$52,396		27
28	\$43,537	\$45,714	\$48,000	\$50,400	\$52,920		28
29	\$43,973	\$46,171	\$48,480	\$50,904	\$53,449		29
30	\$44,412	\$46,633	\$48,965	\$51,413	\$53,983		30
31	\$44,856	\$47,099	\$49,454	\$51,927	\$54,523		31
32	\$45,305	\$47,570	\$49,949	\$52,446	\$55,068		32
33	\$45,758	\$48,046	\$50,448	\$52,971	\$55,619		33
34	\$46,216	\$48,526	\$50,953	\$53,500	\$56,175		34
35	\$46,678	\$49,012	\$51,462	\$54,035	\$56,737		35
36	\$47,145	\$49,502	\$51,977	\$54,576	\$57,304		36
37	\$47,616	\$49,997	\$52,497	\$55,121	\$57,878		37
38	\$48,092	\$50,497	\$53,022	\$55,673	\$58,456		38
39	\$48,573	\$51,002	\$53,552	\$56,229	\$59,041		39
40	\$49,059	\$51,512	\$54,087	\$56,792	\$59,631		40
41	\$49,549	\$52,027	\$54,628	\$57,360	\$60,228		41
42	\$50,045	\$52,547	\$55,174	\$57,933	\$60,830		42
43	\$50,545	\$53,073	\$55,726	\$58,513	\$61,438		43
44	\$51,051	\$53,603	\$56,283	\$59,098	\$62,053		44
45	\$51,561	\$54,139	\$56,846	\$59,689	\$62,673		45
46	\$52,077	\$54,681	\$57,415	\$60,286	\$63,300		46
47	\$52,598	\$55,228	\$57,989	\$60,888	\$63,933		47
48	\$53,124	\$55,780	\$58,569	\$61,497	\$64,572		48
49	\$53,655	\$56,338	\$59,155	\$62,112	\$65,218		49
50	\$54,191	\$56,901	\$59,746	\$62,733	\$65,870		50
51	\$54,733	\$57,470	\$60,344	\$63,361	\$66,529		51
52	\$55,281	\$58,045	\$60,947	\$63,994	\$67,194		52
53	\$55,833	\$58,625	\$61,556	\$64,634	\$67,866		53
54	\$56,392	\$59,211	\$62,172	\$65,281	\$68,545		54
55	\$56,956	\$59,804	\$62,794	\$65,933	\$69,230		55
56	\$57,525	\$60,402	\$63,422	\$66,593	\$69,922		56
57	\$58,101	\$61,006	\$64,056	\$67,259	\$70,622		57
58	\$58,682	\$61,616	\$64,696	\$67,931	\$71,328		58
59	\$59,268	\$62,232	\$65,343	\$68,611	\$72,041		59
60	\$59,861	\$62,854	\$65,997	\$69,297	\$72,761		60
61	\$60,460	\$63,483	\$66,657	\$69,990	\$73,489		61
62	\$61,064	\$64,117	\$67,323	\$70,690	\$74,224		62
63	\$61,675	\$64,759	\$67,997	\$71,396	\$74,966		63
64	\$62,292	\$65,406	\$68,677	\$72,110	\$75,716		64
65	\$62,915	\$66,060	\$69,363	\$72,831	\$76,473		65
66	\$63,544	\$66,721	\$70,057	\$73,560	\$77,238		66
67	\$64,179	\$67,388	\$70,758	\$74,295	\$78,010		67
68	\$64,821	\$68,062	\$71,465	\$75,038	\$78,790		68
69	\$65,469	\$68,743	\$72,180	\$75,789	\$79,578		69
70	\$66,124	\$69,430	\$72,902	\$76,547	\$80,374		70
71	\$66,785	\$70,124	\$73,631	\$77,312	\$81,178		71
72	\$67,453	\$70,826	\$74,367	\$78,085	\$81,989		72
73	\$68,127	\$71,534	\$75,111	\$78,866	\$82,809		73
74	\$68,809	\$72,249	\$75,862	\$79,655	\$83,637		74
75	\$69,497	\$72,972	\$76,620	\$80,451	\$84,474		75
76	\$70,192	\$73,701	\$77,386	\$81,256	\$85,319		76
77	\$70,894	\$74,438	\$78,160	\$82,068	\$86,172		77
78	\$71,603	\$75,183	\$78,942	\$82,889	\$87,033		78
79	\$72,319	\$75,935	\$79,731	\$83,718	\$87,904		79
80	\$73,042	\$76,694	\$80,529	\$84,555	\$88,783		80

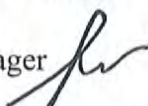


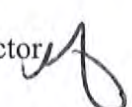
CITY OF LAWDALE

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

DATE: September 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

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

SUBJECT: **Consideration of Claims for Damage against the City**

BACKGROUND

The City of Lawndale received a property damage claim filed by Sara Aguilar (Claimant) on or about June 24, 2022. The claim alleged that on June 5, 2022, their personal vehicle was damaged by a tree while parked on 161st Street and Inglewood Avenue.

On August 4, 2022, the City received personal injury claims filed by McGee, Lerer & Associates Law Firm, representing Jose Vasquez and Josefina Andrade (Claimants). The claim alleged that on March 8, 2022, they were injured by a vehicle while crossing the street in the intersection of Manhattan Beach Boulevard and Cranbrook Avenue, El Camino Village, County of Los Angeles.

STAFF REVIEW

All claims were referred to the City's third party claims administrator, Carl Warren & Company, for review and investigation. Based on the investigations 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

RECOMMENDATION

Staff recommends that the City Council reject the claims filed by Sara Aguilar, Jose Vasquez and Josefina Andrade and instruct staff to process the appropriate correspondence to the claimants.

Attachments: 1) Claim for Damages to Person or Property and Rejection Notice – Sara Aguilar (3034046 - JBG)

2) Claim for Damages to Person or Property and Rejection Notice – Jose Vasquez and Josefina Andrade (035501 - CBG)



CITY OF LAWDALE
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

Claim No.: 242108

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 LAWDALE			
Claimant's Name	Josefina Andrade	Claimant's Occupation	Retired
Claimant's Home Address	1	Claimant's Home Phone #	
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:

McGee Lerer & Associates, 11845 W. Olympic Blvd., Suite 645W, Los Angeles, CA 90064

When did DAMAGE or INJURY occur? Date: 3/8/22 Time: 7:51 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

Unknown at this time. Investigation continuing.

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:

*Manhattan Beach Blvd. and Cranbrook Avenue, Lawndale, California, County of Los Angeles
Additional details are in the attached Traffic Accident Report*

Describe in detail how the DAMAGE or INJURY occurred.

*While crossing the street, Jose Andrade Vasquez was struck by a vehicle.
Additional details are in the attached Traffic Accident Report*

Why do you claim the city is responsible?

The public entity negligently designed, built, and maintained the crosswalk signs, thus creating a dangerous condition for pedestrians.

Describe in detail each INJURY or DAMAGE

Josefina Andrade and Jose Andrade Vasquez were, and are now, married, and they were, and are now, husband and wife. Due to Jose's injuries, he has been unable to perform work, services and duties as a spouse to Josefina Andrade.

By way of example and without limitation: Injuries to the person and body, including but not limited to loss of work, services duties, love, companionship and consortium.

THIS CLAIM MUST BE SIGNED ON PAGE 2

"The amounts of Damages are unknown at this time"

In excess of \$25000 jurisdictional limits

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

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

Was damage and/or injury investigated by police? Yes If so, what city? Lawndale File #: 9530-2022-012

Were paramedics or ambulance called? N/A If so, name city or ambulance _____

If injured, state date, time, _____ N/A

name and address of doctor of your first visit _____ N/A

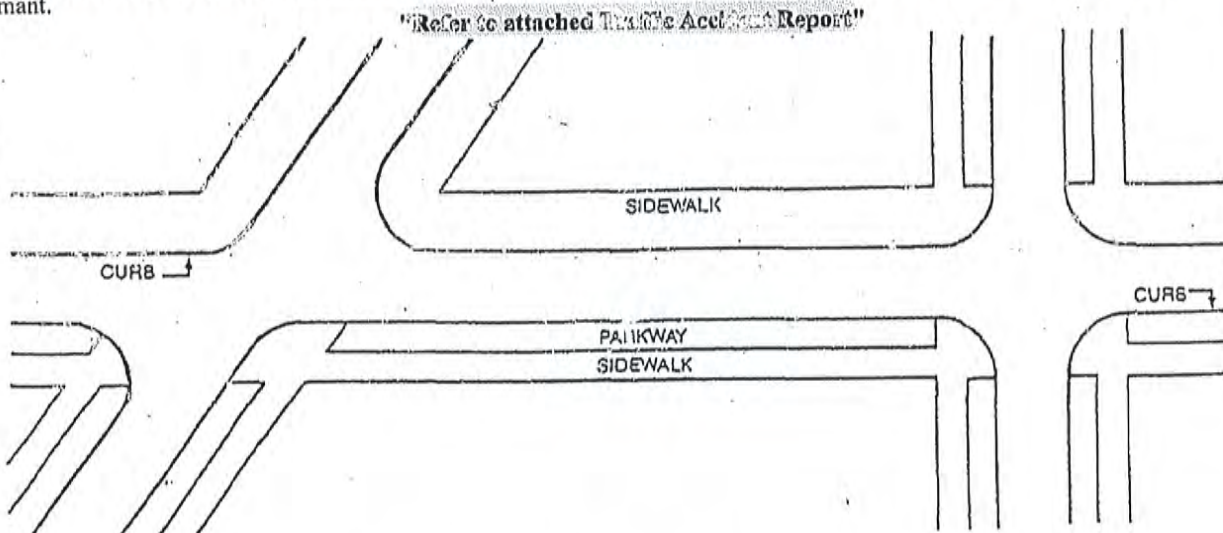
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name <u>Maxwell Johnston</u>	Address _____	Phone _____
Name <u>Sergio Hernandez</u>	Address _____	Phone _____
Name <u>Tracy Russell</u>	Address _____	Phone _____

DOCTORS and HOSPITALS:

Hospital <u>N/A</u>	Address _____	Date of Hospitalization _____
Doctor <u>N/A</u>	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

Catherine Lerer, Esq. - Attorney

8/2/22

THIS CLAIM MUST BE SIGNED ON PAGE 2



CITY OF LAWNDAL
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

22 AUG 4 2:21 PM

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 LAWNDAL			
Claimant's Name	Jose Andrade Vasquez	Claimant's Occupation	Retired
Claimant's Home Address		Claimant's Home Phone #	
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:

McGee Lerer & Associates, 11845 W. Olympic Blvd., Suite 645W, Los Angeles, CA 90064

When did DAMAGE or INJURY occur? Date: 3/8/22 Time: 7:51 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

Unknown at this time. Investigation continuing.

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:

*Manhattan Beach Blvd. and Cranbrook Avenue, Lawndale, California, County of Los Angeles
Additional details are in the attached Traffic Accident Report*

Describe in detail how the DAMAGE or INJURY occurred.

*While crossing the street, Jose Andrade Vasquez was struck by a vehicle.
Additional details are in the attached Traffic Accident Report*

Why do you claim the city is responsible?

The public entity negligently designed, built, and maintained the crosswalk signs, thus creating a dangerous condition for pedestrians.

Describe in detail each INJURY or DAMAGE

By way of example and without limitation: Injuries to the person and body, including but not limited to brain bleed, skull fractures, facial fractures, in a coma for several days, facial bruising and swollen, injuries to eyes, multiple lacerations and contusions.

In excess of \$25,000
jurisdictional limits.

"The amounts of Damages are unknown at this time"

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

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

Was damage and/or injury investigated by police? Yes If so, what city? Lawndale File #: 9530-2022-012

Were paramedics or ambulance called? Yes If so, name city or ambulance City of Los Angeles Fire Department

If injured, state date, time, 03/08/2022, 7:51 am

name and address of doctor of your first visit Harbor UCLA, 1000 West Carson Street, Torrance, CA 90502

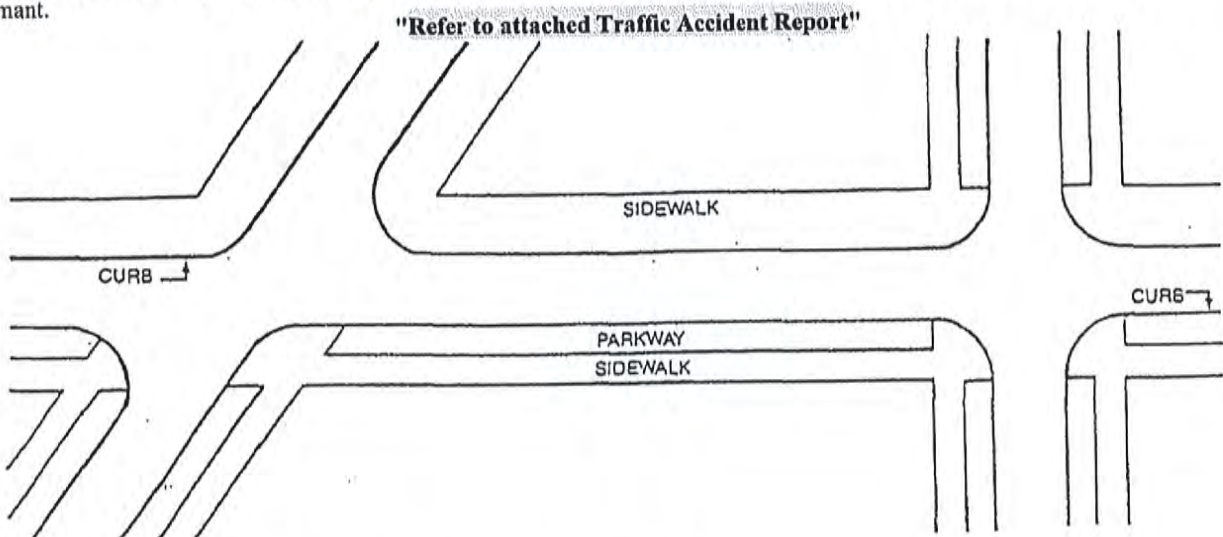
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name <u>Maxwell Johnston</u>	Address <u></u>	Phone <u></u>
Name <u>Sergio Hernandez</u>	Address <u></u>	Phone <u></u>
Name <u>Tracy Russell</u>	Address <u></u>	Phone <u>(310) 123-4567</u>

DOCTORS and HOSPITALS:

Hospital <u>Harbor UCLA</u>	Address <u></u>	Date of Hospitalization <u>3/8/22</u>
Doctor <u>Sunnyside Nursing</u>	Address <u></u>	Date of Treatment <u>4/1/22</u>
Doctor <u></u>	Address <u></u>	Date of Treatment <u></u>

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

Catherine Lerer, Esq. - Attorney

8/2/22

THIS CLAIM MUST BE SIGNED ON PAGE 2



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

August 17, 2022

To: City of Lawndale
Attention: Raylette Felton

RE: Claimant: Jose Vasquez and Josefina Andrade
Date of Loss: 03/08/2022
Claim Filing Date: 08/04/2022
Our File Number: 035501 CBG

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's attorney.

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 Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster for the undersigned claims specialist.

Very Truly Yours,

Claudia Bray

Claudia Bray
Sr. Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company



CITY OF LAWDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

'22 JUN 16 5:26PM

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

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 LAWDALE			
Claimant's Name	Sara Aguilar	Claimant's Occupation	Preschool teacher
Claimant's Home Address		Claimant's Home Phone #	
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: _____

When did DAMAGE or INJURY occur? Date: June 5, 2022 Time: 4:30 p.m.

If claim is for Equitable Indemnity, give date claimant served with the complaint: _____

Names of any city employees involved in INJURY or DAMAGE _____

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:

The damage to my vehicle occurred on 161st Street. My vehicle was parked a few houses down from my own. It was parked on the street where I believed it was safe.

Describe in detail how the DAMAGE or INJURY occurred.

The damage to my vehicle occurred because a tree that was planted by the city on the sidewalk had already been tied with a string. The string was not strong enough and the tree fell on my car indenting the roof.

Why do you claim the city is responsible?

The city ~~was~~ responsible because it is part of its property. The tree was planted on the sidewalk by the city. The city had already tied it because it was breaking/falling, instead of cutting it down.

Describe in detail each INJURY or DAMAGE

My vehicle's roof was severely indented from the top and left multiple chips of the paint. It also damaged the paint.

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	\$	Future expenses for medical and hospital care	\$
Expenses for medical and hospital care	\$ 0	Future loss of earnings	\$
Loss of Earnings	\$ 0	Other prospective special damages	\$
Special Damages for	\$ 0	Prospective general damages	\$
		Total estimate prospective damages	\$
General Damages	\$		
Total Damages incurred to date	\$		
		Total amount claimed as of date of presentation of this claim	\$

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

Were paramedics or ambulance called? yes If so, name city or ambulance Lawndale fire dept.

If injured, state date, time, _____

name and address of doctor of your first visit _____

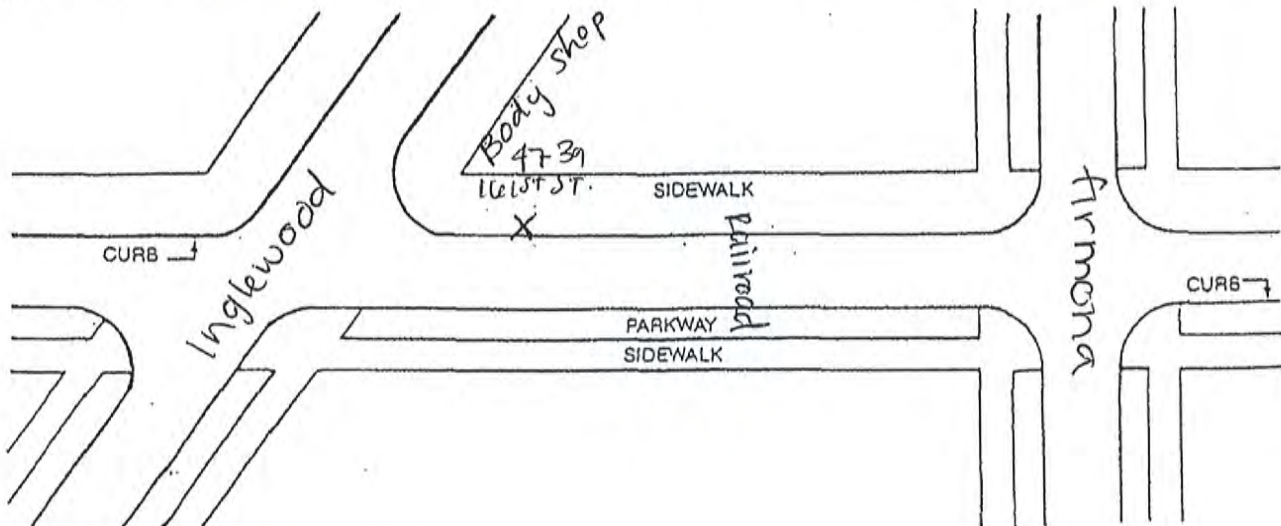
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name <u>Jaine</u>	Address _____	Phone: _____
Name <u>Ruben</u>	Address _____	Phone: _____
Name <u>Jose</u>	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]

Sara Aguilar

6/14/22

THIS CLAIM MUST BE SIGNED ON PAGE 2



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

8/4/2022

TO: City of Lawndale

ATTENTION: Raylette Felton

RE: Claim : Sara Aguilar V. City of Lawndale
Claimant : Sara Aguilar
Member : City of Lawndale
Date Rec'd by Mbr : 06-24-2022
Date of Event : 06-05-2022
CW File Number : 3034046 JBG

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 Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

Janice Baluyut

Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | A Venbrook Company

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com

RESOLUTION NO. CC-2209-044

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$670,005.58**

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

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

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

SECTION 3. That the claims and demands paid by check numbers 203081 through 203172
for the aggregate total of \$670,005.58 are hereby authorized.

Effective Date: September 6th, 2022

Approved by:



Hrant Manuelian, Director of Finance

PASSED, APPROVED AND ADOPTED this 6th day of September, 2022.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2209-044 at a regular meeting of said Council held on the 6th day of September, 2022, by the following roll call vote:

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

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
8/11/2022	203081	203110		557,255.42
8/11/2022	203111	203113		3,318.24
8/18/2022	203114	203145		85,062.02
8/25/2022	203146	203172		24,369.90
Total Checks				670,005.58

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00
Total Audited Claims and Demands Paid			670,005.58

Check Register Report

Date: 08/10/2022
Time: 4:49 pm
Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203081	08/11/2022	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL- CITY	50.00
203082	08/11/2022	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	2,664.51
203083	08/11/2022	Printed		2207	ASAP SIGN & BANNER, LLC	LAWDALE BLUE FESTIVAL BANNERS	120.00
203084	08/11/2022	Printed		0115	AT & T	LONG DISTANCE SERVICES	15.68
203085	08/11/2022	Printed		0155A	CALIF. CONTRACT CITIES ASSOC.	2022-23 MEMBERSHIP DUES	3,800.00
203086	08/11/2022	Printed		0158	CALIFORNIA JPIA	2022/23 LIABILITY/WORKERS COMP	501,146.00
203087	08/11/2022	Printed		0158	CALIFORNIA JPIA	2022/23 POLLUTION LIABILITY	2,605.00
203088	08/11/2022	Printed		0163	CAPITAL OF SOUTH BAY INC.	1 BALLAST FOR CITY HALL	29.77
203089	08/11/2022	Printed		6262	ECOLAB USA INC	SANITIZER TEST KITS	81.06
203090	08/11/2022	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	254.52
203091	08/11/2022	Printed		7948	FABIOLA GOMEZ	CLASS FEE REFUND	50.00
203092	08/11/2022	Printed		7330	PEDRO HERNANDEZ	SECURITY DEPOSIT REFUND	2,775.48
203093	08/11/2022	Printed		6051	INFANTE BROS LAWNMOWER SHOP	2 BATTERY BLOWERS	907.40
203094	08/11/2022	Printed		7946	RICHARD KANE	SECURITY DEPOSIT REFUND	1,200.00
203095	08/11/2022	Printed		3775	LOS ANGELES COUNTY FIRE DEPT	HAZ WASTE GENERATOR PROGRAM	688.00
203096	08/11/2022	Printed		6428	MINUTEMAN PRESS OF GARDENA	10,000 REGULAR ENVELOPES	849.00
203097	08/11/2022	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	340.32
203098	08/11/2022	Printed		7406	R. HAUPT ROOFING CONSTRUCTION	DEMOLITION DEPOSIT REFUND	1,800.00
203099	08/11/2022	Printed		6499	RJS CONSTRUCTION SUPPLIES	WATER PUMPS	967.44
203100	08/11/2022	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	477.16
203101	08/11/2022	Printed		7821	TRENCH SHORING COMPANY	STREET COLD PATCH	900.00
203102	08/11/2022	Printed		6865	U.S. BANK PARS ACC #6746022500	22/23 RETIREMENT ENHANCEMENT	7,097.00
203103	08/11/2022	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	103.40
203104	08/11/2022	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	2,271.97
203105	08/11/2022	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	495.77
203106	08/11/2022	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	102.75
203107	08/11/2022	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
203108	08/11/2022	Printed		6865-EBP	US ANK PARS ACCT #6745051500	22/23 EXCESS BENEFIT PLAN	23,900.00
203109	08/11/2022	Printed		7947	STACY VELEZ	CLASS FEE REFUND	48.00
203110	08/11/2022	Printed		0480	VISTA PAINT	MAINT. SUPPLIES FOR CSD	1,411.91

Total Checks: 30

Checks Total (excluding void checks):

557,255.42

Total Payments: 30

Bank Total (excluding void checks):

557,255.42

Total Payments: 30

Grand Total (excluding void checks):

557,255.42

Check Register Report

Date: 08/18/2022
Time: 8:03 am
Page: 1

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203111	08/11/2022	Reconciled		3886	SIRLEY CUEVAS	MILEAGE, PARKING & REFRESHMENT	26.85
203112	08/11/2022	Reconciled		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	1,421.00
203113	08/11/2022	Reconciled		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	1,870.39
				Total Checks:	3	Checks Total (excluding void checks):	3,318.24
				Total Payments:	3	Bank Total (excluding void checks):	3,318.24
				Total Payments:	3	Grand Total (excluding void checks):	3,318.24

Check Register Report

Date: 08/18/2022
Time: 7:47 am
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203114	08/18/2022	Printed		7052	AMALEA JOY FISHER, LLC	SENIOR YOGA CLASSES	993.75
203115	08/18/2022	Printed		2946	AMERICAN AED INC.	PAD PAKS - ADULT & PEDIATRIC/	1,390.50
203116	08/18/2022	Printed		7955	CLAUDIA CASTENEDA	CLASS FEE REFUND	48.00
203117	08/18/2022	Printed		7949	CHAPALA DANCE ACADEMY LLC	MEXICAN FOLKLORIC DANCE	1,485.00
203118	08/18/2022	Printed		7809	DUNCAN'S SOO BAHK DO LLC	MARTIAL ARTS 7/06/22 - 8/01/22	930.00
203119	08/18/2022	Printed		6262	ECOLAB USA INC	SANITIZER & DETERGENT	294.94
203120	08/18/2022	Printed		7767	ERICK ESCAMILLA	PLANNING COMMISSION STIPEND	100.00
203121	08/18/2022	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	1,656.48
203122	08/18/2022	Printed		7954	ANA GALVAN	CLASS FEE REFUND	48.00
203123	08/18/2022	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	14,713.30
203124	08/18/2022	Printed		7952	ELIZABETH GONZALEZ	CLASS FEE REFUND	48.00
203125	08/18/2022	Printed		6557	HAWTHORNE HARDWARE	20 KEYS FOR CSD BUILDING	21.83
203126	08/18/2022	Printed		7104	KILGORE FITNESS SVC, LLC	EQUIP. REPLACEMENT FOR FITNESS	982.33
203127	08/18/2022	Printed		7951	KRISTINE MACEO	CLASS FEE REFUND	48.00
203128	08/18/2022	Printed		7953	JOSE MANCILLAS	CLASS FEE REFUND	48.00
203129	08/18/2022	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SVCS.-	33,582.00
203130	08/18/2022	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
203131	08/18/2022	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
203132	08/18/2022	Printed		7938	ASTRID PAZ	CLASS FEE REFUND	48.00
203133	08/18/2022	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
203134	08/18/2022	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	100.00
203135	08/18/2022	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
203136	08/18/2022	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	21,453.48
203137	08/18/2022	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	524.49
203138	08/18/2022	Printed		0849	THE SAFEMART OF SO CAL INC	KEYS & LOCKS FOR PW YARD	94.84
203139	08/18/2022	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - JULY 2022	144.00
203140	08/18/2022	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	1,012.69
203141	08/18/2022	Printed		7950	ELIZABETH VAZQUEZ	CLASS FEE REFUND	48.00
203142	08/18/2022	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
203143	08/18/2022	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONES SERVICE	3,530.20
203144	08/18/2022	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	826.71
203145	08/18/2022	Printed		6649	ERIC YANES	CLASS FEE REFUND	48.00

Total Checks: 32

Checks Total (excluding void checks):

85,062.02

Total Payments: 32

Bank Total (excluding void checks):

85,062.02

Total Payments: 32

Grand Total (excluding void checks):

85,062.02

Check Register Report

Date: 08/25/2022
Time: 7:35 am
Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
203146	08/25/2022	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES - JULY 2022	4,761.79
203147	08/25/2022	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	1,714.55
203148	08/25/2022	Printed		7935	BILL MAGEE BLUES BAND	2022 BLUES FESTIVAL - MUSIC	1,500.00
203149	08/25/2022	Printed		0182	CITY OF LAWNDAL PETTY CASH	PETTY CASH REIMBURSEMENT	262.45
203150	08/25/2022	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	AUG. 2022-INS PRE-TAX/POST TAX	2,338.16
203151	08/25/2022	Printed		3886	SIRLEY CUEVAS	MILEAGE REIMBURSEMENT	91.00
203152	08/25/2022	Printed		0216	DELTA DENTAL	AUG. 2022 DENTAL PREMIUM	1,636.24
203153	08/25/2022	Printed		0389	DELTA DENTAL INS	AUG. 2022 DENTAL PREMIUM	277.69
203154	08/25/2022	Printed		7817	EVER AFTER EVENT PRODUCTIONS	INSTRUCTOR FEES -DANCE CLASSES	1,096.84
203155	08/25/2022	Printed		7234	JOSE H. GARCIA JR.	PLANNING DEPOSIT REFUND	565.31
203156	08/25/2022	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	1,600.75
203157	08/25/2022	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASTICS	1,050.00
203158	08/25/2022	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE ASSIST PROGRAM	81.51
203159	08/25/2022	Printed		7957	MATY NAIM	PLAN CHECK FEE REFUND	188.00
203160	08/25/2022	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL/DRUG SCREEN	49.00
203161	08/25/2022	Printed		1140	PACIFIC TIRE SERVICE	REPLACE TIRE VEH#468	185.00
203162	08/25/2022	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	801.23
203163	08/25/2022	Printed		7358	RK SPORTS LLC	INSTRUCTOR FEES- YOUTH SPORTS	1,023.00
203164	08/25/2022	Printed		7956	RON ANDERSON ROOFING	DEMOLITION DEPOSIT REFUND	360.00
203165	08/25/2022	Printed		1071	SHOETERIA INC.	PWD MAINTENANCE CREW	1,061.28
203166	08/25/2022	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	87.47
203167	08/25/2022	Printed		0346	SPARKLETT'S	BOTTLE WATER SERVICE-	472.96
203168	08/25/2022	Printed		0849	THE SAFEMART OF SO CAL INC	20 KEYS FOR CSD FRONT DOOR	55.13
203169	08/25/2022	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,445.88
203170	08/25/2022	Printed		5319A	THREE BROTHERS PARTY RENTALS	COTTON CANDY MACHINE	120.00
203171	08/25/2022	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	590.00
203172	08/25/2022	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM AUG. 2022	954.66

Total Checks: 27 Checks Total (excluding void checks): 24,369.90

Total Payments: 27 Bank Total (excluding void checks): 24,369.90

Total Payments: 27 Grand Total (excluding void checks): 24,369.90

**MINUTES OF THE
LAWNDAL CITY COUNCIL REGULAR MEETING
August 15, 2022**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:32 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

Sean

Gorman, Councilmember Bernadette Suarez, Councilmember Pat Kearney, Councilmember Sirley Cuevas.

Other Participants: City Clerk Erica Harbison, City Manager Sean M. Moore, City Attorney Gregory M. Murphy, Assistant to the City Manager/Human Resources Director Raylette Felton, Los Angeles County Sheriff's Department Lieutenant Jose Salgado, Finance Director Hrant Manuelian, Acting Director of Community Development Jared Chavez, Municipal Services Director Michael Reyes.

B. CEREMONIALS

Councilmember Kearney led the flag salute and Pastor Jeffrey M. Lewis with New Antioch Church of God in Christ provided the inspiration.

C. PUBLIC SAFETY REPORT

Los Angeles County Sheriff's Department Lieutenant Jose Salgado summarized the recent law enforcement activities

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

Gary Adams, Resident, spoke about concerns about continuous potential code violations and unpermitted repairs at RJ's Construction Supplies, a business located at 4505 Manhattan Beach Boulevard.

Juan Carlos Alvarado, Resident, inquired on the status of repairs to the water overflow onto his property from the neighboring school off of Prairie Avenue and Manhattan Beach Boulevard.

E. COMMENTS FROM COUNCIL

The City Council responded generally to the public comments.

Councilmember Kearney requested an update on the water overflow at Juan Carlos Alvarado's property. City Manager Sean M. Moore responded the items is on tonight's agenda for review.

Councilmember Suarez commented that RJ's Construction Supplies business is an ongoing case; therefore, City Council is limited to comment on the matter.

Councilmember Cuevas commended everyone for speaking.

Mayor Pro Tem Hofmann Gorman noted that City Council is limited to comment on the ongoing code enforcement case of RJ's Construction Supplies business and requested that the City Attorney provide further clarification on this matter.

City Attorney Murphy clarified staff is currently taking action on the case with RJ's Construction Supplies business and it is not appropriate to discuss this matter.

Mayor Pullen-Miles commended everyone for speaking.

F. CONSENT CALENDAR

1. **Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary**
Recommendation: that the City Council receive and file the report.
2. **First Amendment to Contract Services Agreement with Public Sector Personnel Consultants**
Recommendation: that the City Council approve first amendment to Contract Services Agreement with Public Sector Personnel Consultants extending the term of the agreement for a six (6) month period.
3. **Approval of Contract Services Agreement for Public Works and City Engineering Oversight Services with Transtech Engineers, Inc.**
Recommendation: that the City Council a) approve and authorize the City Manager to execute the Contract Services Agreement with Transtech Engineers, Inc. for public works and city engineering oversight services in an amount not to exceed \$60,160 in a form approved by the City Attorney and (b) authorize the Director of Finance/City Treasurer to transfer salary savings for the Director of Public Works/City Engineer to the contract services line item in the Public Works Department budget.
4. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2208-040, authorizing the payment of certain claims and demands in the amount of \$771,698.45
5. **Minutes of the Lawndale City Council Regular Meeting – August 1, 2022**
Recommendation: that the City Council approve.

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

G. ADMINISTRATION

6. **Approval of Resolutions to Amend the Memorandum of Understanding between the City of Lawndale and AFSCME, amend the Salary and Benefits Resolution for Central Management Employees and amend the Citywide Salary and Pay Schedule for FY 2022-23**

Recommendation: that the City Council (a) adopt Resolution No. CC-2208-041, approving the First Amendment to the 2020-2023 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36; (b) adopt Resolution No. CC-2208-042, approving the Third Amendment to the Amended and Restated Schedule of Salary and Benefits for the Central Management Employees; (c) approve budget adjustment to reorganize the Community Development Department by reclassifying the Senior Planner position to Community Development Manager and defunding the Community Development Director position in the department's budget; (d) adopt Resolution No. CC-2208-043, approving the amendment to the 2022-2023 City-wide Salary and Pay Schedule; and (e) approve budget transfer from the General Fund to the various special revenue funds as noted above and approve a budget amendment of \$39,424 for the various special revenue funds.

Assistant to the City Manager/Human Resources Director Felton provided the staff report for the approval of Resolutions to Amend the Memorandum of Understanding between the City of Lawndale and AFSCME, amend the Salary and Benefits Resolution for Central Management Employees, and amend the Citywide Salary and Pay Schedule for FY 2022-23.

A motion by Councilmember Kearney to adopt Resolution No. CC-2208-041, approving the First Amendment to the 2020-2023 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36; adopt Resolution No. CC-2208-042, approving the Third Amendment to the Amended and Restated Schedule of Salary and Benefits for the Central Management Employees; approve budget adjustment to reorganize the Community Development Department by reclassifying the Senior Planner position to Community Development Manager and defunding the Community Development Director position in the department's budget; adopt Resolution No. CC-2208-043, approving the amendment to the 2022-2023 City-wide Salary and Pay Schedule; and approve budget transfer from the General Fund to the various special revenue funds as noted above and approve a budget amendment of \$39,424 for the various special revenue funds. Councilmember Cuevas seconded the motion which carried by a vote of 5-0.

7. 2020 General Plan & Hawthorne Blvd. Specific Plan Update-Workshop

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

Acting Director of Community Development Chavez provided the staff report for the 2020 General Plan & Hawthorne Blvd. Specific Plan Update-Workshop.

City Council commented that new development of entertainment attractions surrounded with eateries, boutique family shops, hotels, banks, restaurants, and mixed-use development would benefit the City and community.

A question and answer session ensued between the City Council and staff regarding the future growth of the City.

Mayor Pullen-Miles inquired on the response time from the California Department of Housing and Community Development (CDHCD) to respond to the Housing Element.

Acting Director of Community Development Chavez responded that the CDHCD will respond in 60 days.

.

Public Comment

Gary Adams, Resident, recommended a different use for the address of 4505 Manhattan Beach Boulevard.

Juan Carlos Alvarado, Resident, recommended modern housing units for local commercial and industrial employees and underground parking for large commercial buildings.

City Council reached a unanimous consensus to receive and file the report.

8. Lawndale Coyote Management Plan

Recommendation: that the City Council approve the Lawndale Coyote Management plan.

Municipal Services Director Reyes provided the staff report for the Lawndale Coyote Management Plan.

Councilmember Suarez requested that staff will research this component of feral cats.

Municipal Services Director Reyes responded staff can implement it to the plan.

Councilmember Suarez inquired on protective gear and equipment for a pet's safety.

Municipal Services Director Reyes responded that pet protective garments, roll top fencing, spiked fencing and repellents are some protective methods that can be used.

Councilmember Suarez recommended that staff include an appendix of how to respond to coyote behavior similar to a surrounding city's plan.

Municipal Services Director Reyes responded that staff can implement an appendix into the plan.

Councilmember Cuevas inquired how the state is managing the expansion of coyotes.

Municipal Services Director Reyes responded that the state is not capturing the coyotes.

Mayor Pullen-Miles inquired if residents can trap the coyotes.

Municipal Services Director Reyes responded the residents can hire a licensed coyote trapper if the residents feel threatened by coyotes.

Public Comment

Gary Adams, Resident, commented that feral cats located at a local college may be attracting coyotes.

A motion by Councilmember Suarez to approve the Lawndale Coyote Management plan, with the addition of an Appendix on how to respond to coyote behavior. Councilmember Cuevas seconded the motion which carried by a vote of 5-0.

Councilmember Cuevas requested that staff research the cost to translate the Coyote Management Plan in other languages in addition to Spanish.

City Manager Moore responded that staff would research the cost for translation of the plan.

9. Condition of Drainage Channel at Roger-Anderson Park

Recommendation: that the City Council (a) approve the additional Public Works and Landscape Maintenance funding to clean out and flush existing debris and obstructions in channel. Provide consistent maintenance of channel and landscaping to provide drainage and prevent ponding; or (b) approve the construction of a retaining wall in the amount of \$5,000/parcel (Based on Engineer Estimate); or (c) approve the removal and replacement of existing drain channel to improve flow in the amount of \$40,000.

City Manager Moore reported on the condition of the Drainage Channel at Roger-Anderson Park.

Councilmember Kearney concurs with remediation option Number 1.

A discussion ensued between the City Council and staff regarding the general agreement with the Lawndale Elementary School District, capital improvements on school district property, building retaining walls, a possible hydrology report, and proposed cost sharing with the school district.

Mayor Pro Tem Hofmann Gorman concurs with remediation option Number 1 and requested to have a discussion with the school district about the cost.

Councilmember Cuevas and Councilmember Suarez support remediation option Number 1 and revisiting remediation option Number 3, if needed.

A motion by Mayor Pro Tem Hoffman Gorman to approve the additional Public Works and Landscape Maintenance funding to clean out and flush existing debris and obstructions in the channel, with further discussion with the Lawndale Elementary School District and, if needed, revisiting remediation option Number 3. Councilmember Kearney seconded the motion which carried by a vote of 3-1. Councilmember Suarez, No and Councilmember Cuevas abstained.

H. CITY MANAGER REPORT

City Manager Moore spoke about scheduling a meeting with Lawndale Elementary School District to discuss the maintenance responsibilities of the parks. City Manager Moore indicated that he is overseeing the Public Works projects and that Transtech will begin assisting the Public Works Department by providing engineering management services. City Manager Moore commented that staff is working on educating the public about the process for bulky item pick-

ups with Republic Services and stated that graffiti has been an ongoing issue. City Manager Moore provided an update on the homeless outreach services that are offered by Projects for Assistance in Transition from Homelessness (PATH) and indicated that staff is working closely with this program. City Manager Moore commented that there is a need for mental health services for the homeless in the City and that he has been working with the Homeless Solutions Subcommittee to come up with additional solutions.

I. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Kearney attended the Sheriff's Liability Trust Fund and Oversight Committee meeting and Senator Steven Bradford's Back to School Resource Fair & Backpack Giveaway.

Councilmember Suarez attended the Homeless Solutions Subcommittee meeting, South Bay Cities Council of Governments Steering Committee meeting, Metro C Line (Green) Extension to Torrance Project zoom meeting. Councilmember Suarez reminded everyone that the next meeting with Metro will be at Leuzinger High School, on Wednesday, August 17, 2022, at 6:30 p.m. - 8:30 p.m.

Councilmember Cuevas inquired if residents can upload photos of bulky items for pick up on the City's website. City Manager Moore responded that staff is working with the website company to add this feature to the City's website.

Councilmember Cuevas commended all Municipal Services Department staff for helping homeless individuals by working with the PATH program.

Councilmember Cuevas attended the Homeless Solutions Subcommittee meeting, League of California Cities Los Angeles County Division Board of Directors' Installation Ceremony, Relay for Life Beach Cities meeting and noted she is representing Lawndale and invited everyone to participate on August 27, 2022, from 9:00 a.m. - 9:00 p.m. at Alta Vista Park in Redondo Beach for a fundraiser for cancer research, Building Industry Association of Southern California (BIASC) meeting that celebrated their 100th year anniversary and BIASC will be participating in the Rose Parade with a float.

Councilmember Cuevas inquired if Public Works can provide a report on future street projects for the public's information.

City Manager Moore responded that he will request Public Works staff to provide a report at the City Council meetings.

Councilmember Cuevas inquired when the Youth Advisory Committee will resume meeting.

City Manager Moore responded that he and Community Services Director Estes have begun discussing the application process for the terms that will be expiring.

Mayor Pro Tem Hofmann Gorman attended the Metro C Line (Green) Extension to Torrance Project zoom meeting, voiced her concerns with the meeting, and encouraged all residents to

attend the upcoming meeting at Leuzinger High School on Wednesday, August 17, 2022, at 6:30 p.m. - 8:30 p.m.

Mayor Pullen-Miles attended the (Green) Extension to Torrance Project zoom meeting and voiced his concerns about the project and its effects on the City. Mayor Pullen-Miles inquired on the status of the road repair project on Manhattan Beach Boulevard and Inglewood Avenue.

City Manager Moore responded that he will provide an update for the City Council.

J. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 8:54 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: / /2022

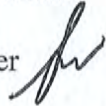


CITY OF LAWDALE

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

September 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Mike Estes, Director of Community Services 

SUBJECT: **Los Angeles County, Measure A Technical Assistance Program Grant Funding Agreement**

BACKGROUND

In November 2016, Los Angeles County voters approved Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure, more commonly known as Measure A, by approximately 75%. Measure A funding generates funding in perpetuity through the collection of parcel taxes with an estimated total annual funding of \$96.8 million dollars across Los Angeles County.

STAFF REVIEW

TAP Funding Received:

In July 2022, the City of Lawndale was awarded \$285,000.00 in Technical Assistance Program (TAP) dollars for use on Measure A eligible projects within the geographic boundaries of Lawndale. The purpose of TAP funding is to provide Measure A projects with funding for project pre-development, or soft costs, such as: community outreach and engagement, project feasibility studies, environmental studies, planning and design and grant writing.

Benefits of TAP Funding:

The existence of TAP funds will ensure that grant funding for Measure A projects will be used on actual projects and as opposed to pre-development costs. Prior to the existence of TAP funding, projects could lose up to 15% in project dollars to pay for pre-development costs.

TAP Funding Agreement:

The attached Los Angeles County Regional, Parks and Open Space District (RPOSD) TAP Funding Agreement includes 30 articles which set parameters for how the funds can be used. The term of the agreement is five years; however, can be renewed for a second term of five years, provided the City sends written notice to RPOSD no later than three months prior to the expiration of the attached agreement. Other details of the agreement set parameters for the following: how funds are to be used, reimbursements, advances, amendments, audits, accounting, record-keeping, notices, etc.

Lawndale's Measure A Dollars:

The City of Lawndale is a direct beneficiary of Measure A dollars. Currently, the City of Lawndale receives approximately \$177,000.00 per year in Measure A funding each September. Lawndale's current account balance at the time of this writing is \$789,592.00 which is eligible for use on Measure A projects. Later this month, Lawndale's account will increase to approximately \$966,592, approximately \$1,143,592 in September 2023, approximately \$1,320,000 in September 2024 and approximately \$1,500,000 in September 2025.

Lawndale's Use of Measure Dollars:

Lawndale's Measure A dollars are eligible for use on capital improvement projects at existing Lawndale recreation facilities such as, existing City-owned parks, joint-use parks, the Lawndale community center as well as other City recreation facilities. In addition, these funds can be used on new construction, renovation or rehabilitation of an existing recreation facility.

Lawndale's Future Large-Scale Project:

Lawndale's existing Measure A funds are being reserved for a future large scale project such as the eventual Lawndale Teen Center/Municipal Services Department Building Project, or what may eventually be identified as the Lawndale Teen Center Complex. As other grant funds become available, the scope of the Lawndale Teen Center Complex Project will likely grow and include other elements popular to teens. TAP funding will be available for pre-development, or soft costs, for this project to ensure that available Measure A dollars are used on the construction and internal elements of the project.

LEGAL REVIEW

The City Attorney's Office has reviewed the attached Los Angeles County agreement and has approved it as to form as a document that includes Los Angeles County standard template language that cannot be changed in any way.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council: 1) approve the attached Contract Services Agreement for Los Angeles County Regional, Parks and Open Space District Technical Assistance Program Funding between the City of Lawndale and Los Angeles County Regional, Parks and Open Space District; and 2) authorize the City Manager to execute the attached agreement.

Attachments:

Contract Services Agreement for Los Angeles County Regional, Parks and Open Space District Technical Assistance Funds

**CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
LOS ANGELES COUNTY REGIONAL PARKS AND
OPEN SPACE DISTRICT TECHNICAL
ASSISTANCE PROGRAM FUNDING**

This Contract Services Agreement ("Agreement") is made and entered into this _____ day of September, 2022, by and between the City of Lawndale, a municipal corporation ("City"), and Los Angeles County Regional Parks and Open Space District ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

Article 1: TAP Services

The Grantee shall provide all necessary and qualified personnel, equipment, material, and facilities to complete TAP Services as described in the NTP(s) and incorporated by reference herein.

TAP Services provided under this Agreement will be performed by Qualified Vendors through an NTP and the Grantee shall submit to RPOSD the names, description of work to be performed, contract amount, executed contract agreement and certificate of insurance of the Qualified Vendor that the Grantee contracts with.

Article 2: Term of Agreement

The term of this Agreement begins when it is fully executed ("Effective Date"). The term of the agreement shall remain in effect for five years from the effective date unless renewed, terminated or cancelled by either party as provided in Article 3: Option to Renew and Article 11: Early Termination, Suspension, and Failure to Perform, below.

Article 3: Option to Renew

Provided that Grantee is not, and at no time has been in default during the Term under any of the terms, conditions, and provisions of this Agreement, then Grantee shall have the option to renew this Agreement, for one five (5) year option period, provided that, in order to exercise this Option to Renew (Option), Grantee is required to give to RPOSD written notice thereof not less than three (3) months prior to the date of expiration of this Agreement.

Article 4: NTP Performance Period

The NTP performance period for each NTP shall be the period of time starting on the date of NTP execution and ending on the performance period end date as defined in the NTP. NTP costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

Article 5: Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (facsimile, email or electronic signature), as evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 6: Compensation

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to a validly executed NTP. Grant funds will be disbursed in accordance with the NTP Budget defined in the NTP(s), subject to the provisions of this Agreement. Grantee will use the grant funds solely for the purposes described in this Agreement, the resultant NTP and detailed in RPOSD's approved electronic GMS application. Grantee may not combine or carryover funds remaining in one NTP to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work outlined in the NTP.

Article 7: Overhead or Indirect Costs

Grantee's overhead or indirect costs are not reimbursable.

Article 8: Expenditure of Funds and Allocation of Funds Between Budget Items

The total grant amount of any future NTP(s) may not be increased. The Grantee shall expend funds consistent with the approved NTP Budget. Any revisions to the NTP Budget that attempts to shift funds from approved budget items into a different category, must be identified in a revised budget within RPOSD's grants management system and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the NTP budget which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item shall result in a corresponding decrease in the funding for one or more other budgeted items.

Article 9: Project Costs and Reimbursements

RPOSD shall reimburse to the Grantee, in accordance with the approved NTP Budget, a total amount not to exceed the amount of the NTP, as follows:

RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount, upon the Grantee's satisfactory progress under the NTP and upon submission of an electronic claim form, which shall be submitted no more frequently than monthly. RPOSD shall disburse the final 10% held in retention, upon the Grantee's satisfactory completion of the TAP Services, submission of required documentation and upon

RPOSD's acceptance of the project. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

The Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

An authorized representative of the Grantee shall sign the claim. Each claim form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the Grantee seeks reimbursement for;
2. Invoices from Qualified Vendor(s) that the Grantee engaged to complete any portion of the work funded under this Agreement and any invoices and any other source documents for costs incurred and expenditures by any such Qualified Vendor(s), unless RPOSD makes a specific exemption in writing; and
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the NTP (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the Grantee is requesting reimbursement, as requested by RPOSD.

RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with the any requirements, including failure to submit a signed payment request or attaching supporting documents.

Article 10: Advancing of Funds

The Grantee may request an advance of grant funds for an amount equaling up to 20% of the grant amount. Grantees must setup a separate fund or account for RPOSD funds approved for advance payment. RPOSD funds must be deposited into an interest-bearing account insured by the FDIC. All interest earned belongs to RPOSD and must be returned to RPOSD prior to final payment. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.

Grantee shall submit proof of expenditures using advanced funds. The grantee must use or return all advanced funds before requesting for reimbursement of additional expenses from the grant award. Only one request for advance funds, at the initiation of the grant, will be allowed per grant. In addition, Grantee shall return advanced funds paid to Grantee that RPOSD, in its sole discretion, deems ineligible.

Article 11: NTP Completion

The Grantee shall complete the TAP Services by the NTP Completion date provided in the GMS. Upon completion of the NTP the Grantee shall provide RPOSD with evidence of completion by submitting:

1. All Deliverables specified in the NTP, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

2. Electronic submission of final payment request; and
3. Letter of Completion.

Article 12: Early Termination, Suspension, and Failure to Perform

If there are no pending incomplete NTP Projects, either party may terminate this Agreement for any reason by providing the other party with a minimum of thirty (30) days written notice.

If there are pending incomplete NTP Projects, RPOSD may terminate or suspend this Agreement for any reason by providing the Grantee with written notice. Upon receipt of such notice, Grantee shall immediately cause all work under the Agreement to stop and take all reasonable measures to prevent incurring further costs. RPOSD may reimburse eligible, reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of grant funding authorized in this Agreement and only if Grantee is in compliance with all terms and conditions of this Agreement and any outstanding NTPs. Any notice suspending NTP's under this Agreement shall remain in effect until written notice from RPOSD authorizes the NTP to resume.

If there are pending incomplete NTP Projects, Grantee may terminate this Agreement for any reason by providing RPOSD with a thirty (30) day notice in writing and repayment to RPOSD of all amounts disbursed by RPOSD for any pending and incomplete NTP(s) issued under this Agreement.

On or before the date of termination of the Agreement under this section, whether terminated by the Grantee or RPOSD, the Grantee shall provide RPOSD with all work, material, data, information, and written, graphic or other work produced, developed or acquired that was to be delivered under this Agreement (whether completed or partial), in appropriate, readily useable form.

Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement under this section.

RPOSD is not responsible for any obligations of Grantee that may be impacted by termination of this Agreement, including contracts with Qualified Vendors.

Article 13: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 14: Copyright and Work Products

Grantee may copyright protect original works developed under this Agreement. All such copyrighted works will be in the name of the Grantee. Grantee grants to RPOSD an irrevocable and royalty-free right and license to use,

reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Grant.

Article 15: Liability Insurance

Prior to starting any Work, Grantee shall (a) secure and continuously carry insurance meeting the requirements set forth and acknowledged in RPOSD's electronic GMS application for this grant, and (b) provide RPOSD with evidence of such insurance. Grantee agrees to promptly provide evidence of insurance required under this Section at any time during the term of the Agreement upon request by RPOSD or a third party engaged by RPOSD to manage and administer the insurance requirements under this Section. Grantee shall also require its subcontractors to adhere to these insurance requirements.

Article 16: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold harmless RPOSD, its officers, employees, and agents from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of Projects or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify RPOSD, its officers, employees, and agents from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of Projects or any other operation, maintenance or activity by the Grantee.

RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the funds pursuant to the terms and conditions of this Agreement. Any contracts entered into, or other obligations or liabilities incurred by the Grantee in connection with any Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto. The obligations in this "Indemnification and Hold Harmless" section shall survive termination of this agreement.

Article 17: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of the Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding to RPOSD. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

Article 18: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances. This Agreement is governed by the laws of the State of California, and the parties agree that the enforcement of the Agreement, and the resolution of any disputes arising out of or related to the subject matter of

the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given: (i) if entered and/or uploaded to RPOSD's electronic GMS system; (ii) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by, if delivered by courier, the records of such courier); (iii) if mailed, on the date of delivery as shown by the return receipt; (iv) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices shall be addressed to the RPOSD Grants Officer assigned to this grant in the grants management system.

Article 20: Audits, Accounting, Records

Grantee agrees to maintain satisfactory financial accounts, documents and records for each NTP issued under this Agreement and to make them available to RPOSD for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following each NTP termination or completion.

Grantee and RPOSD agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Measure A Grants Administration Manual, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

The Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

During the performance of this Agreement, the Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence.

Article 23: Independent Capacity

The Grantee, and the agents and employees of the Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of RPOSD.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this agreement.

Article 27: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement for Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 28: Conflict of Interest

No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way

participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 27 shall be a material breach of this Agreement.

Article 29: Validity If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 30: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

////

[SIGNATURES ON NEXT PAGE]

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. _____



CITY OF LAWDALE

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

September 6, 2022

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Mike Estes, Director of Community Services 

SUBJECT: **Memorandum of Understanding with LA County Metro to Accept Local Return Funds for the Lawndale Beat Fixed-Route Transportation System Operations for FY 2019-20**

BACKGROUND

Annually, the City has participated in the Los Angeles County Metropolitan Transportation Authority (Metro) National Transit Database (NTD) reporting program. The NTD program is an incentive grant program in which the City reports statistical data for its Lawndale Beat Fixed-route Transportation system to Metro in exchange for Proposition A local return funds.

STAFF REVIEW

In August 2020, the Community Services Department participated in a successful audit of the Lawndale Beat motor bus transportation system for FY 2019-20. The results of the audit produced no findings.

As a result, the City has been awarded \$37,343.00 by Metro for said reporting year. In addition, the City has been awarded \$22,357.00 in Coronavirus Response and Relief Appropriations Supplemental Act (CRRSAA) of 2021 due to the effects of the COVID-19 pandemic on municipal transportation systems in Los Angeles County. It total, the City has been awarded \$59,700.00 in Proposition A eligible transportation-related funding.

The funds received from Metro are strictly Proposition A eligible and must be used on Proposition A eligible projects such as, but certainly not limited to: bus stop improvements, bus benches, trash receptacles, route signage, street and sidewalk repairs, bus stop maintenance, etc.

The Memorandum of Understanding (MOU) is received at this time because the award of funds for a successful audit lags approximately two years behind the actual date of the respective fiscal year audit.

Once the attached MOU is fully executed and Metro is invoiced by the City, funding will be released to the City electronically by Metro.

Memorandum of Understanding with LA County Metro to Accept Local Return Funds for the Lawndale Beat Fixed-Route Transportation System Operations in FY 2019-20

Future Funding for FY 2020-21 and FY 2021-22:

The Lawndale Beat Fixed-route Transportation System was suspended on May 2, 2020. Since the service was suspended for the entire fiscal years 2020-21 and 2021-22, the City will not be eligible for Proposition A transportation-eligible funding as the system did not accrue any revenue miles during Fiscal Year 2020-21 nor 2021-22.

LEGAL REVIEW

The City Attorney's office has reviewed the attached Memorandum of Understanding and approved it as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor, or City Manager to execute the required Memorandum of Understanding between the City of Lawndale and Los Angeles County Metropolitan Transportation Authority accepting \$37,343.00 in local return funds plus an additional \$22,357.00 in Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding for a total of \$59,700.00.

Attachments:

MOU for Collecting and Reporting Data for the National Transit Database for Reporting Year 2020.
LA County METRO Local Return Fund Disbursement Schedule for Reporting Year 2020

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2020**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2022 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Lawndale (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 24, 2021 meeting, LACMTA approved the Fiscal Year FY 2021-22 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2019-20; and

WHEREAS, the City has voluntarily submitted their FY2019-20 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2019-20 Report Year (the "Project"); and

WHEREAS, on March 15, 2022, the Federal Transit Administration (FTA) published in the Federal Register the FY 2021-22 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2022**, through **June 30, 2025** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2019-20 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2019-20 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2020**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2019-20 NTD statistics. LACMTA shall pay the City for submitting the FY 2019-20 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 67,033 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.55708563998307614 per revenue vehicle mile. See Attachment A for detail.

CRRSAA ACT EQUIVALENT SUPPLEMENTAL FUNDING

LACMTA shall pay up to \$22,357 in CRRSAA Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2025**, in the amount of **\$59,701** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAILAWN22000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
- 7.1 City's Address:
Lawndale
Lawndale Community Services Department: 14700 Burin Ave.,
Lawndale, CA 90260
Attn: Mike Estes
MEstes@lawndalecity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Lawndale

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Legal Counsel

DAWYN R. HARRISON
Acting County Counsel

By: 
Deputy

Date: _____

Date: 7/21/2022

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY20
Using FY22 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	CRRSAA Allocation Amount	Total (\$)/Due to Jurisdiction
Alhambra	MB	8	102,410	57,051.14		77,146	134,197
Alhambra	DR	7	167,428	93,271.73			93,272
Artesia	DR (DT)	5	9,694	5,400.39		3,574	8,975
Azusa	DR	6	71,068	39,590.96		26,792	66,383
Baldwin Park	MB	6	208,342	116,064.34		65,991	182,055
Baldwin Park	DR	2	28,492	15,872.48			15,872
Bell	MB	1	32,826	18,286.89		15,889	34,176
Bell	DR	9	21,572	12,017.45			12,017
Bellflower	MB	2	71,226	39,678.98		27,429	67,108
Bellflower	DR	2	19,908	11,090.46			11,090
Bell Gardens	MB	3	98,337	54,782.13		42,177	96,960
Bell Gardens	DR	3	30,829	17,174.39			17,174
Burbank	MB	14	287,907	160,388.86	(23,294)	75,421	212,516
Calabasas	MB	11	88,572	49,342.19		36,680	86,022
Calabasas	DR	1	15,460	8,612.54			8,613
Carson	MB	7	253,900	141,444.04		125,200	266,644
Carson	DT	8	75,497	42,058.29			42,058
Cerritos	MB	5	156,059	86,938.23		68,089	155,028
Cerritos	DR	10	54,146	30,163.96			30,164
Compton	MB	5	149,036	83,025.82		37,048	120,074
Compton	DR	2	4,257	2,371.51			2,372
Covina	DR	4	54,151	30,166.74		17,438	47,605
Cudahy	MB	1	34,280	19,096.90		15,794	34,891
Cudahy	DR	5	20,940	11,665.37			11,665
Downey	MB	7	102,330	57,006.57		57,208	114,214
Downey	DR	16	59,646	33,227.93			33,228
Duarte	MB	2	DID NOT REPORT F	-		17,940	-
El Monte	MB	7	216,827	120,791.21		86,682	207,473
El Monte	DR	6	66,759	37,190.48			37,190
Glendora	MB	3	67,049	37,352.04		52,810	90,162
Glendora	DR	10	71,360	39,753.63			39,754
Huntington Park	MB	5	157,801	87,908.67		61,507	149,415
Huntington Park	DT	13	70,022	39,008.25			39,008
LACDPWAvocado	MB	1	38,404	21,394.32		11,155	32,549
LACDPWELA	MB	6	244,735	136,338.35		91,280	227,619
LACDPWELA	DR	7	49,933	27,816.96			27,817
LACDPWEast Valinda	MB	1	44,216	24,632.10		12,553	37,185
LACDPWKing Medical	MB	1	34,252	19,081.30		10,062	29,143
LACDPWWillowbrook Shuttle	MB	2	79,283	44,167.42		23,433	67,600
LACDPWS.Whittier	MB	4	218,008	121,449.13		58,266	179,715
LACDPWAthens	MB	1	36,686	20,437.24		10,505	30,942
LACDPWLennox	MB	1	31,213	17,388.31		8,230	25,619
LACDPWFloranceFirestone	MB	2	58,784	32,747.72		13,772	46,520
Lakewood	DR	12	61,282	34,139.32		17,851	51,991
Lawndale	MB	2	67,033	37,343.12		22,357	59,701
Lynwood	MB	4	138,136	76,953.58		38,805	115,758
Malibu	DT	9	11,141	6,206.49		4,222	10,429
ManhattanBeach	DR	4	34,824	19,399.95		13,961	33,361
Maywood	MB	2	25,324	14,107.64		16,328	30,436
Maywood	DR	2	16,227	9,039.83			9,040
MontereyPark	MB	6	166,354	92,673.42		69,425	162,098
MontereyPark	DR	3	22,225	12,381.23			12,381
Pico Rivera	DR	3	13,398	7,463.83		5,909	13,373
Rosemead	MB	2	109,666	61,093.35		50,154	111,247
Rosemead	DR	3	31,691	17,654.60			17,655
Santa Fe Springs	DR	2	15,045	8,381.35		5,719	14,100
South Gate	MB	5	136,729	76,169.76		100,832	177,001
South Gate	DT	9	152,831	85,139.96			85,140
SouthPasadena	DR	5	25,672	14,301.50		10,154	24,456
WestCovina	MB	4	168,146	93,671.72		64,915	158,587
WestCovina	DR	4	51,844	28,881.55			28,882
West Hollywood	MB	4	115,521	64,355		32,600	96,955
Total		306	4,951,213	2,758,250	(23,294)	1,603,304	4,287,719
FY22 Revenue Mile Rate		0.55708564					



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

DATE: September 6, 2022
TO: Honorable Mayor and City Council
FROM: Cynthia Rodriguez, Administrative Assistant II 
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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