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

AGENDA OF THE LAWNDALE CITY COUNCIL REGULAR MEETING

Monday, March 4, 2024 - 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 the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

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

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

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

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update
b. Los Angeles County Fire Department Update

D. PRESENTATION

1. Southern California Edison Presentation
Southern California Edison Presentation by Diane Forte, Government Relations Manager; Yosief Gebregiorgis, Senior Engineer & Distribution Engineering; Victor M. Lopez Beltran, Field Engineer; and Luis Lara, Outage Communication.

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 2 through 7 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

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

Recommendation: that the City Council approve.

3. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2402-056 authorizing the payment of certain claims and demands in the amount of $1,120,181.99.

4. Minutes of the Lawndale City Council Regular Meeting, February 5, 2024

Recommendation: that the City Council approve the minutes.

5. Second Reading Ordinance No. 1205-24 to amend Chapter 17.48.056 to Title 17 of the Lawndale Municipal Code pertaining to Accessory Dwelling Units

Recommendation: that the City Council read by title only, waive further reading, and adopt Ordinance No. 1205-24 to amend ADUs to comply with recent changes in State law.

6. Consideration of Claims for Damage against the City

Recommendation: that the City Council reject the claim filed by Law Offices of Javaheri & Yahoudai on behalf of Oscar Javier Roldan and instruct staff to process the appropriate correspondence to the claimant.

7. Request for approval of First Amendment to Contract Service Agreement with Transtech Engineers, Inc. for Professional City Engineering and Public Works Oversight Services

Recommendation: that the City Council a) approve the first amendment to the contract services agreement with Transtech Engineers, Inc. for Professional City Engineering and Public Works Oversight Services in a maximum contract sum not to exceed $161,590; 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.

H. ADMINISTRATION

8. Adoption and approval of 1) Memorandum of Understanding between the City of Lawndale and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895 Agreement and 2) Second Amendment to the Citywide Pay Schedule for Fiscal Year 2023-2024

Recommendation: that the City Council 1) Adopt Resolution No. CC-2403-057, approving the 2023-2025 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36; 2) Authorize the Director of Finance/City Treasurer to complete a budget transfer from the General Fund and ARPA Fund to the appropriate various line items noted and approve budget amendment of $371,450; and 3) Adopt an amendment to the Resolution No. CC-2403-058, approving the 2023-2024 City-wide Salary and Pay Schedule.

9. **Approval to Dispose of One Vehicle for the Public Works Department**
Recommendation: that the City Council approve the sale of the 2007 Chevrolet HD3500 Dump Truck through the City's standard public auction process facilitated by Ken Porter Auctions in Carson, California.

10. **Annual Comprehensive Financial Report (ACFR) for the Year Ended June 30, 2023**
Recommendation: that the City Council receives and files the Annual Comprehensive Financial Report for the Year Ended June 30, 2023

11. **Mid-Year Budget Update for Fiscal Year 2023-2024**
Recommendation: that the City Council approve all recommended budget amendments noted in the Mid-Year Update for FY 2023-2024.

12. **Request to have Mayor sign Certifications and Assurances form as required by the U.S. Department of Justice to receive Edward Byrne Memorial Justice Assistance Grant ("JAG") award.**
Recommendation: that the City Council authorize the Mayor to sign the Certifications and Assurances form as required by the U.S. Department of Justice.

13. **Recommendation to Expand Contract with Southwest Patrol to Implement Seven Day Coverage by Armed Security Guards**
Recommendation: that the City Council select one of the following options: Option 1.) Approve funding to expand the contract with Southwest Patrol for additional security coverage for one year of continuous armed services and approve the budget amendment for $195,000 in account 285-300-530.100; or Option 2) Approve funding to expand the contract with Southwest Patrol for additional security coverage for the remainder of fiscal year 23/24 in the amount of $49,000 and then reassess the effectiveness of the daytime guard at the end of fiscal year 23/24; or Option 3) Provide direction for a different option with recommendations for the number of hours and days they would like to provide armed protection services.

14. **Amendment to California State 2018 Parks Bond Act Per Capita Grant Program**
Recommendation: that the City Council 1.) Approve the attached 2018 Parks Bond Act Per Capita Grant Program Agreements C9801318 in the amount of $177,952.00 and C9802118 in the amount of $20,435.00 for a total amount of $198,387.00 between the City of Lawndale and the California Natural Resources Agency; and 2.) Authorize the City Manager to sign both agreements.

15. **Approve First Amendment to Street Sweeping Services Agreement**
Recommendation: that the City Council 1.) Approve the First Amendment to the street sweeping services agreement to require the Contractor to provide for the legal disposal of all street sweepings at an annual cost of $39,400 for the period of January 1, 2024 through December 31, 2025; and 2.) Approve the name change to SCA of CA, LLC due to a Change of Control.

16. Award of Construction Contract for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project

Recommendation: that the City Council 1.) Award the construction contract to Onyx Paving Company, Inc., in the amount of $486,486.00 for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project; and 2.) Approve the construction contingency of $73,000.00 for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project; and 3.) Approve the budget amendment for $559,486 in account 285-310-700.298.

17. Award One-Year On-Call Civil Engineering Services Contract

Recommendation: that the City Council award an On-Call Civil Engineering Services agreement to Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan for a term of one-year, with an option to extend up to four one-year extensions.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

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

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, March 18, 2024, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on March 4, 2024, was posted not less than 72 hours prior to the meeting.

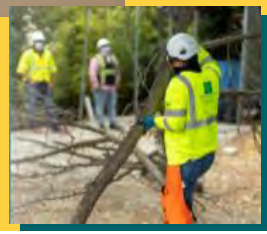
/s/ Yvette Hall
Yvette Hall, Assistant City Clerk

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SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead®







Presentation to City of Lawndale

March 4, 2024

Who We Are

- Southern California Edison (SCE) is an Edison International company
- One of the nation's largest electric utilities
- More than 130 years of history
- Headquartered in Rosemead, California
- Regulated by the California Public Utilities Commission (CPUC) and the Federal Energy Regulatory Commission (FERC)
- 50,000 square miles of SCE service area across Central, Coastal, and Southern California
- 15 million residents through 5 million customer accounts
- 15 counties, 185 cities and 13 Native American tribes
- SCE plans to spend more than $5B each year to maintain, improve, and harden its infrastructure
- **Infrastructure reliability** – updating underground cables, poles, switches, and transformers



Lawndale Preliminary 2023 Circuit Reliability Review

Note: 2023 outage data must be verified by a thorough validation process that occurs from January 2024 to March 2024

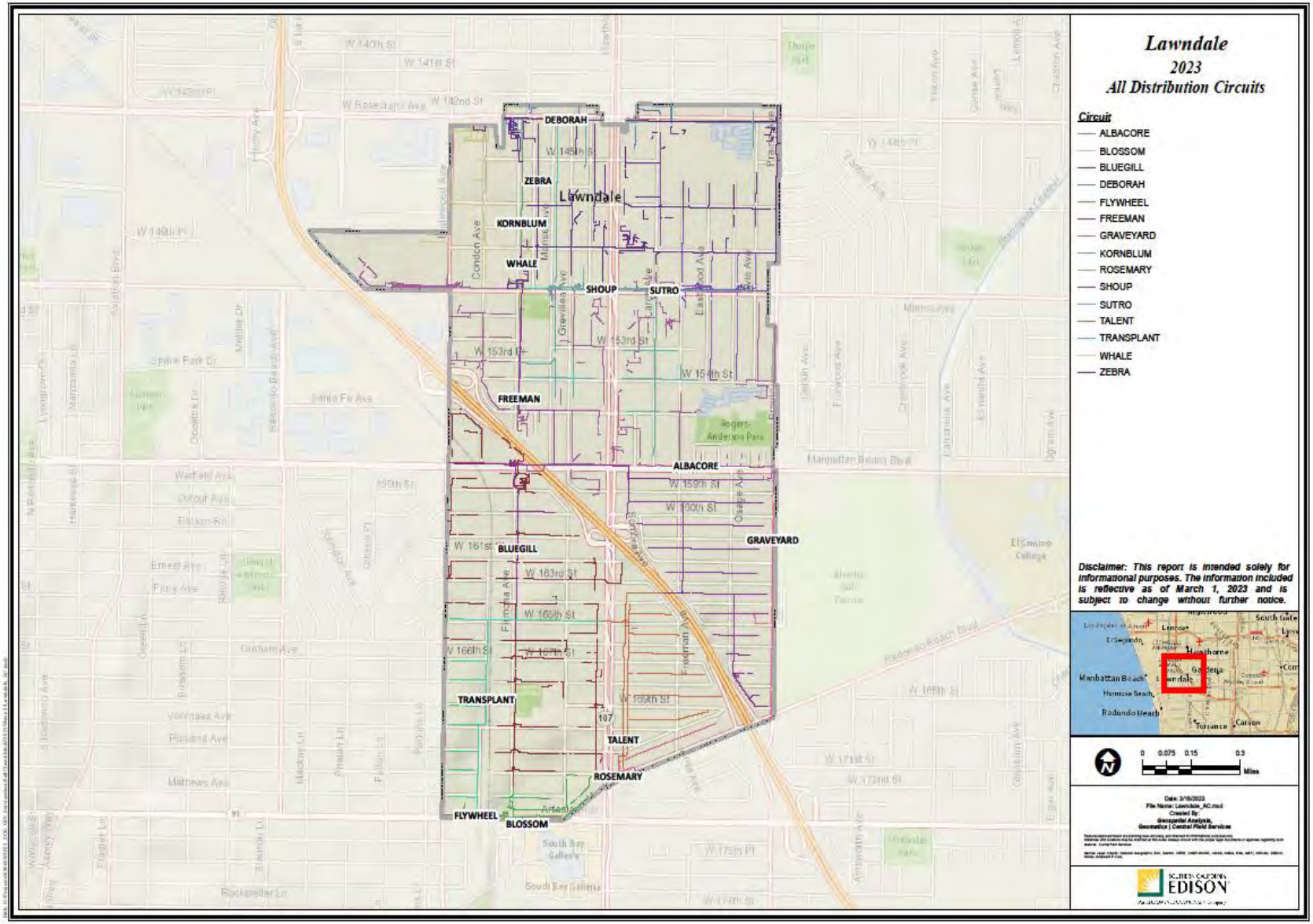
Overview of Lawndale

Note: The number of customers listed represents the total number of customers on each circuit (not the local jurisdiction).

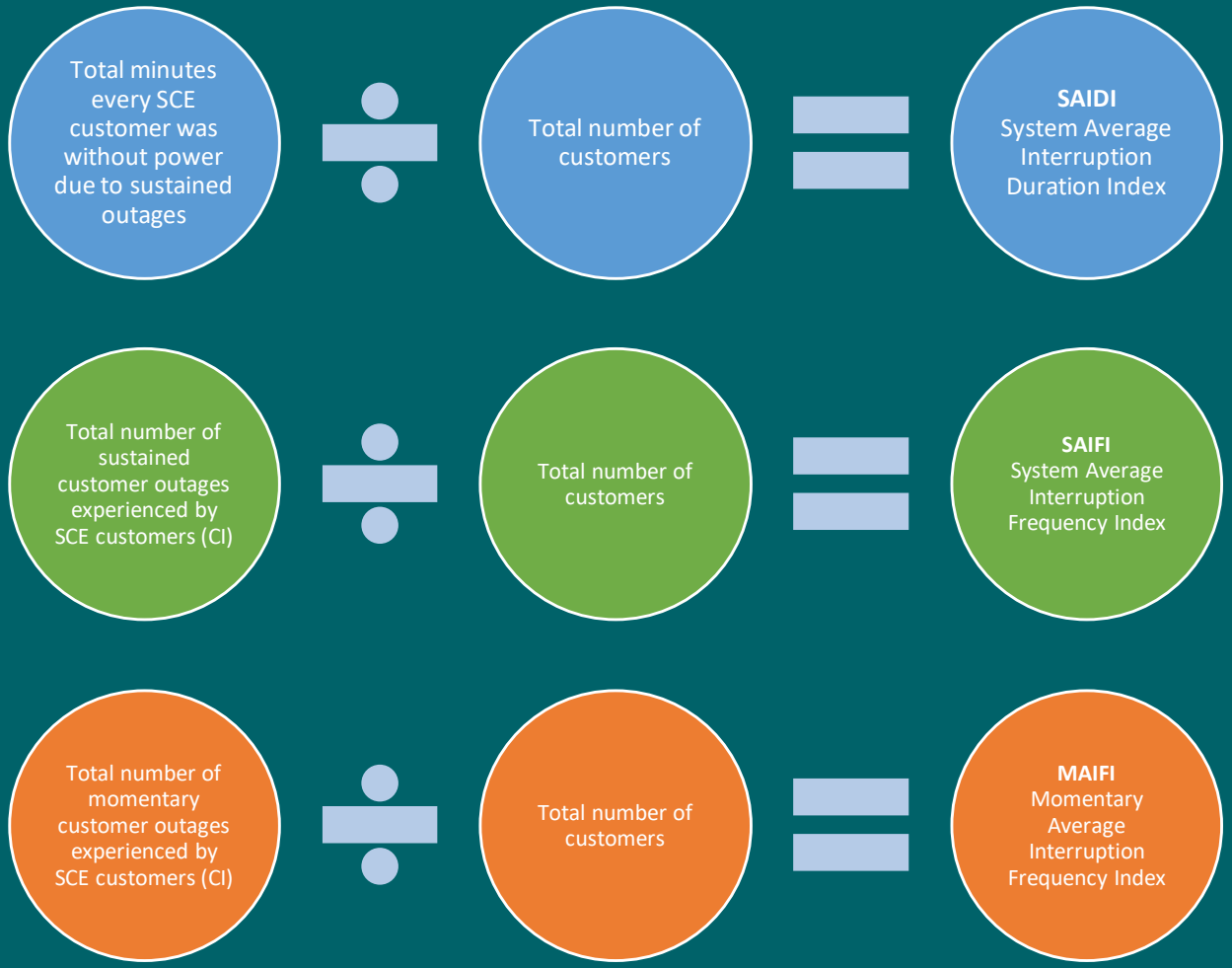
There are 15 circuits that serve Lawndale

1

Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers	Circuit Type	Customers
ALBACORE(16KV)	2,026						
BLOSSOM(16KV)	1,742						
BLUEGILL(16KV)	3,177						
DEBORAH(16KV)	2,882						
FLYWHEEL(16KV)	1,650						
FREEMAN(4.16KV)	1,314						
GRAVEYARD(16KV)	1,424						
KORNBLUM(4.16KV)	978						
ROSEMARY(4.16KV)	1,219						
SHOUP(4.16KV)	935						
SUTRO(4.16KV)	654						
TALENT(4.16KV)	556						
TRANSPLANT(4.16KV)	1,516						
WHALE(16KV)	696						
ZEBRA(16KV)	2,061						
Grand Total	22,830						


Lawndale
2023
All Distribution Circuits
Circuit
ALBACORE
BLOSSOM
BLUEGILL
DEBORAH
FLYWHEEL
FREEMAN
GRAVEYARD
KORNBLUM
ROSEMARY
SHOUP
SUTRO
TALENT
TRANSPLANT
WHALE
ZEBRA
Disclaimer: This report is intended solely for informational purposes. The information included is reflective as of March 1, 2023 and is subject to change without further notice.
DEBORAH
ZEBRA
KORNBLUM
WHALE
SHOUP
SUTRO
FREEMAN
ALBACORE
BLUEGILL
GRAVEYARD
TRANSPLANT
TALENT
ROSEMARY
FLYWHEEL
BLOSSOM
Lawndale
Rogers Anderson Park
South Bay Galleria
107
91
0 0.075 0.15 0.3
Miles
SOUTHERN CALIFORNIA EDISON

How Do We Measure Reliability?



What's the average amount of time my power service will be unexpectedly interrupted? DURATION

What's the average number of times my power service will be unexpectedly interrupted? FREQUENCY

What's the average number of times my power service will be momentarily (< 5 minutes) interrupted?

Average Reliability of 15 Circuits Serving Lawndale

	2022			2023		
	SAIDI	SAIFI	MAIFI	SAIDI	SAIFI	MAIFI
15 Circuits Serving Lawndale -- Total						
Customers: 23,143	**88.4**	**1.0**	**1.7**	**80.1**	**1.4**	**1.2**
3rd Party	5%	5%	8%	18%	23%	21%
Equipment Failure	23%	14%	12%	52%	43%	29%
Operation	10%	6%	-	15%	9%	11%
Other	2%	23%	20%	0%	0%	12%
Vegetation/Animal	53%	52%	49%	15%	25%	27%
Weather/Fire/Earthquake	8%	1%	11%	-	-	-
PSPS	-	-	-	-	-	-
SCE SYSTEMWIDE	**131.1**	**1.1**	**1.4**	**116.2**	**1.0**	**1.4**

Jan. 2024: Four outages with SAIDI 8.2 mins - primarily weather.

Year	2024
Month	1
SAIDI Equipment Causes	**01/2024**
Equipment Failure	0.3%
Vegetation/Animal	3.0%
Operation	20.6%
Weather/Fire/Earthquake	76.2%
Grand Total	**100.0%**

Notes:

No outages are excluded from the metrics.

Outage Causes:

Other: e.g., patrolled but no cause could be found
Operations: e.g., urgent maintenance w/o 3-day notice to customers
3rd Party: e.g., balloons, car hit pole, dig-in
Vegetation/Animal: e.g., tree branch, rodent, or bird causing short circuit across conductors
PSPS: e.g., Public Safety Power Shutoff

SAIDI (minutes) = the cumulative amount of time the average customer is interrupted by "sustained" (longer than 5 minutes) outages.

SAIFI (interruptions) = the number of times the average customer is interrupted by "sustained" outages.

MAIFI (interruptions) = the number of times the average customer is interrupted by "momentary " (lasting 5 minutes or less) outages.

Capital Improvement Map

The capital improvement map has transitioned to a virtual format via SCE Capital Improvements and can be accessed using the link provided or sce.com/CapitalImprovements.

Capital Improvement Projects

CITY LAWNDALE	2023	2024 planned
Compliance Work (Repairs, O&M)	55	27
Pole Replacements	**49**	**22**

Outage Communication:
Keeping Our Communities Informed

Energy for What's Ahead℠

SOUTHERN CALIFORNIA EDISON®

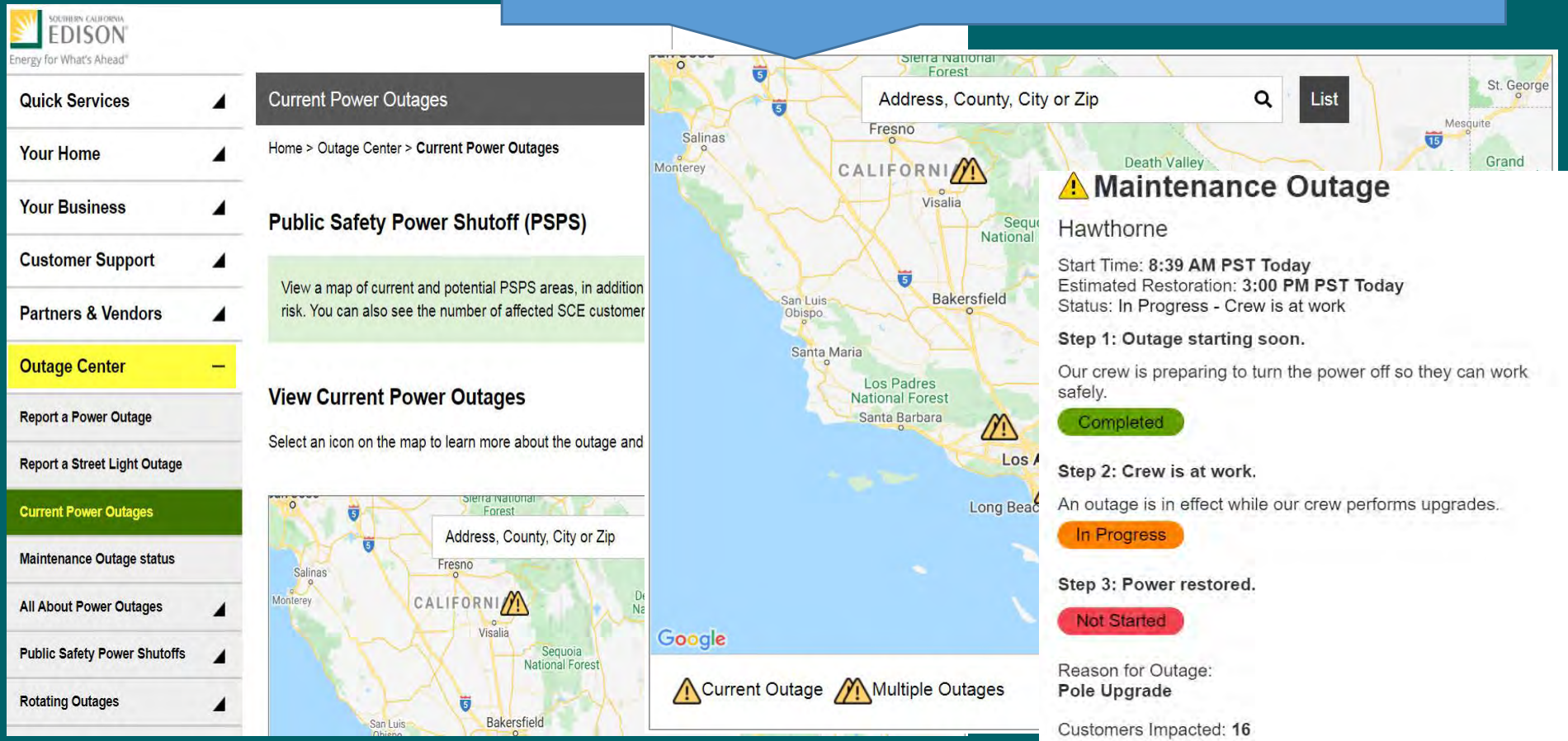
Customer Notifications for Planned Maintenance Outages

11 Days Out	8-10 Days Out	Less than 10 days	3 Days Out	1 Day Out	Day of Outage
Automated messages sent to enrolled customers	Notifications sent via mail	Our goal is for, customers to receive letter with at least 5 days-notice. Automated notifications sent. If necessary, staff will provide notification via Door Hangers	Critical care customers are called to remind them of outage	Automated reminders	Automated updates if changes occur

*For Planned Maintenance Outages, SCE makes reasonable attempts to follow this timeline, however there may be instances when adjustments must be made.

Go to SCE.COM/Outage

Map is updated approx. 30 minutes after reported outage
Insert address:
https://www.sce.com/outage-center/check-outage-status
1-800-611-1911 outage



Go-to SCE website links, emails and phone numbers

Issue Type	Website	Contact Info
Outages -report/status	www.sce.com/outage https://www.sce.com/outage-center/report-an-outage https://www.sce.com/outage-center/check-outage-status App download: My SCE	Downed power lines: 911 1-800-611-1911
General Customer – status/residents		1-800-655-4555
Outage Prep. Tips	https://www.sce.com/outage-center/preparing-for-outages	
Sign up for outage alerts		Sign into account at sce.com Go to preference center
File or get status of a claim	www.sce.com/claims	800-251-3311 claims@sce.com
Ensure clearance between vegetation & power lines Vegetation Management	sce.com/safety/power-lines	800-655-4555 safetrees@sce.com
Report a streetlight out	https://www.sce.com/outage-center/report-street-light-outage	OR My SCE app or call (800) 611-1911 #3
Medical Baseline	https://www.sce.com/residential/assistance/medical-baseline	1-800-684-8123 or 800-655-4555
Get valuable information about portable battery backup, generators.	sce.com/marketplace	

Thank you. Questions?

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

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

RECOMMENDATION

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

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RESOLUTION NO. CC-2402-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,120,181.99

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

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

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

SECTION 3. That the claims and demands paid by check numbers 205436 through 205555 for the aggregate total of $1,120,181.99 are hereby authorized.

Effective Date: March 4th, 2024

Approved by:

Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 4th day of March 2024.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2402-056 at a regular meeting of said Council held on the 4th day of March 2024 by the following roll call vote:

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

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Check Number Beginning	Ending	Aggregate Total
2/1/2024	205436	205462	692,276.09
2/8/2024	205463	205496	147,811.04
2/15/2024	205497	205524	212,743.92
2/22/2024	205525	205555	67,350.94
	Total Checks		**1,120,181.99**

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	**1,120,181.99**

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							
205436	02/01/2024	Printed		7677	LISA ADAMS	PLANNING DEPOSIT REFUND	1,249.75
205437	02/01/2024	Printed		0372C	AT & T	PHONE CHARGES	1,395.63
205438	02/01/2024	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	1,075.00
205439	02/01/2024	Printed		0179	CITY OF GARDENA	DEC. 2023 MEALS ON WHEELS	2,418.43
205440	02/01/2024	Printed		0615	CLEANSTREET, LLC	CITY-WIDE STREET SWEEPING	18,243.50
205441	02/01/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE - DEC. 2023	6,298.82
205442	02/01/2024	Printed		5425	HOLIDAYGOO	CANDY-FILLED PLASTIC EGGS -	3,161.97
205443	02/01/2024	Printed		8254	CHRISTOPHER HORSMAN	PLANNING DEPOSIT REFUND	60.19
205444	02/01/2024	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	607,417.95
205445	02/01/2024	Printed		1826	LUCKY'S GLASS, INC.	REPLACED MIRROR @ CSD RESTROOM	143.33
205446	02/01/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	34,757.37
205447	02/01/2024	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
205448	02/01/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	464.29
205449	02/01/2024	Printed		8019	OPUS VENTURE LLC	INSTRUCTOR FEES-SENIOR FITNESS	1,391.25
205450	02/01/2024	Printed		7047	PRECISION AUTO CARE, INC	OIL CHANGE VEH# 510	104.07
205451	02/01/2024	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	100.00
205452	02/01/2024	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,756.86
205453	02/01/2024	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	100.00
205454	02/01/2024	Printed		8239	SMITH PIPE & SUPPLY, INC	BACKFLOW DEVICE FOR	3,590.11
205455	02/01/2024	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
205456	02/01/2024	Printed		6034	SOUTH COAST MECHANICAL LLC	EMERGENCY REPAIR - REPLACED	2,908.30
205457	02/01/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	360.70
205458	02/01/2024	Printed		8253	TETRA GRAPHICS INC	ANIMAL CONTROL CITATION	910.75
205459	02/01/2024	Printed		3938	TRANSTECH ENGINEERS INC	PROFESSIONAL ENGINEERING SVCS	940.00
205460	02/01/2024	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	2,648.64
205461	02/01/2024	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	529.18
205462	02/01/2024	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	100.00
			Total Checks: 27			**Checks Total (excluding void checks):**	**692,276.09**
			Total Payments: 27			**Bank Total (excluding void checks):**	**692,276.09**
			Total Payments: 27			**Grand Total (excluding void checks):**	**692,276.09**

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							
205463	02/08/2024	Reconciled		4185-WEST	AMERICAN STRUCTURAL PEST	CSD 3RD FLOOR KITCHEN MONTHLY	134.00
205464	02/08/2024	Reconciled		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,119.75
205465	02/08/2024	Reconciled		7766	BURKE, WILLIAMS &	LEGAL SERVICES - DEC. 2023	66,031.54
205466	02/08/2024	Reconciled		0163	CAPITAL OF SOUTH BAY INC.	LAMP FOR CITY HALL COUNCIL	53.45
205467	02/08/2024	Reconciled		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	3,505.00
205468	02/08/2024	Reconciled		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,841.24
205469	02/08/2024	Printed		5730	COMPRISE TECHNOLOGIES INC	SMART ACCESS MANAGER SOFTWARE-	925.00
205470	02/08/2024	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	265.79
205471	02/08/2024	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	133.95
205472	02/08/2024	Printed		8258	KIMBERLY GONZALES	CONS & DEMO DEPOSIT REFUND	6,939.20
205473	02/08/2024	Printed		0255	GOVERNMENT FINANCE OFFICERS	CERTIFICATE OF ACHIEVEMENT	1,060.00
205474	02/08/2024	Reconciled		8046	YVETTE HALL	MILEAGE REIMB. - LEAGE OF CA	121.31
205475	02/08/2024	Printed		6944	RHONDA HOFMANN-GORMAN	TRAVEL REIMB. - CCCA	94.90
205476	02/08/2024	Reconciled		8257	ROBERTO MEZA JIMENEZ	CONS & DEMO DEPOSIT REFUND	600.00
205477	02/08/2024	Reconciled		0321	LEAGUE OF CALIFORNIA CITIES	2024 MEMBERSHIP DUES	14,367.00
205478	02/08/2024	Reconciled		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
205479	02/08/2024	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
205480	02/08/2024	Reconciled		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING SERVICES -	11,847.50
205481	02/08/2024	Printed		8106	KENNETH MILLER	PRSSC MEETING STIPEND	50.00
205482	02/08/2024	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
205483	02/08/2024	Printed		8075	NATIONAL ASSOCIATION OF	MEMBERSHIP DUE - MAYOR PULLEN	119.00
205484	02/08/2024	Printed		8255	HUGO NAVARRO	PLANNING DEPOSIT REFUND	2,048.37
205485	02/08/2024	Reconciled		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY MOP CHARGES	27.03
205486	02/08/2024	Reconciled		8256	REGIONAL TAP SERVICE CENTER	NOV & DEC. 2023 METRO MOBILE	19.12
205487	02/08/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	1,328.72
205488	02/08/2024	Reconciled		8121	TRAVEL SERVERS INC.	TRAVEL CLUB - LAUGHLIN TRIP	8,415.00
205489	02/08/2024	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	375.00
205490	02/08/2024	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	606.24
205491	02/08/2024	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	11,017.64
205492	02/08/2024	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	1,231.54
205493	02/08/2024	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	518.13
205494	02/08/2024	Reconciled		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
205495	02/08/2024	Reconciled		0480	VISTA PAINT	GRAFFITI SUPPLIES	145.88
205496	02/08/2024	Reconciled		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

Total Checks: 34 **Checks Total (excluding void checks): 147,811.04**

Total Payments: 34 **Bank Total (excluding void checks): 147,811.04**

Total Payments: 34 **Grand Total (excluding void checks): 147,811.04**

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							
205497	02/15/2024	Printed		6369	AM-TEC TOTAL SECURITY INC.	ALARM SERVICES Q1 2024	925.52
205498	02/15/2024	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL- CITY	50.00
205499	02/15/2024	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS - M. COHLER	361.63
205500	02/15/2024	Printed		2207	ASAP SIGN & BANNER, LLC	LETTERING & DECALS FOR	315.32
205501	02/15/2024	Printed		8261	JEREMY BRYDON	CONS & DEMO DEPOSIT REFUND	360.00
205502	02/15/2024	Printed		8259	CASA DE REFUGIO	BL20-000317 FIREWORKS	300.00
205503	02/15/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	50,882.04
205504	02/15/2024	Printed		0220	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT. -	1,276.57
205505	02/15/2024	Printed		6051	INFANTE BROS LAWNMOWER SHOP	ECHO CHAINSAW & CHAINSAW CHAIN	702.29
205506	02/15/2024	Printed		7362	LA UNIFORM & TAILORING INC	UNIFORMS FOR MSD - TANGIE	393.26
205507	02/15/2024	Printed		1126	LAWNDALE LITTLE LEAGUE INC.	BL03212 FIREWORKS APPLICATION	300.00
205508	02/15/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	TREE TRIMMING - OCT. 2023 -	77,920.00
205509	02/15/2024	Printed		8260	MAYRA MEMBRENO	CONS & DEMO DEPOSIT REFUND	2,544.00
205510	02/15/2024	Printed		4566	MYERS & SONS HI WAY SAFETY INC	STREET DELINEATORS	990.87
205511	02/15/2024	Printed		6753	NATIONAL BAND & TAG COMPANY	1,400 ANIMAL LICENSE TAGS	363.30
205512	02/15/2024	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL/DRUG SCREEN	56.00
205513	02/15/2024	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#500 CREDIT	210.00
205514	02/15/2024	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY COVERALL CHARGES	304.20
205515	02/15/2024	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - JAN. 2024	858.30
205516	02/15/2024	Printed		8098	REECE PLUMBING	RESTROOM PLUMBING PANS -	29.85
205517	02/15/2024	Printed		6034	SOUTH COAST MECHANICAL LLC	HVAC INSPECTION - CHAMBER UNIT	553.00
205518	02/15/2024	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	17,854.61
205519	02/15/2024	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - CASE 24-02	540.46
205520	02/15/2024	Printed		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	49,257.36
205521	02/15/2024	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	113.21
205522	02/15/2024	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	1,495.92
205523	02/15/2024	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
205524	02/15/2024	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONE SERVICE	3,761.19

Total Checks: 28 — **Checks Total (excluding void checks): 212,743.92**

Total Payments: 28 — **Bank Total (excluding void checks): 212,743.92**

Total Payments: 28 — **Grand Total (excluding void checks): 212,743.92**

Check Register Report

Date: 02/27/2024
Time: 9:57 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							
205525	02/22/2024	Reconciled		8263	4538 W 159TH ST LLC	FIREWORKS VIOLATION REFUND	2,500.00
205526	02/22/2024	Reconciled		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	19,333.02
205527	02/22/2024	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,060.00
205528	02/22/2024	Reconciled		2207	ASAP SIGN & BANNER, LLC	VINYL LETTERING - 2024 EASTER	120.00
205529	02/22/2024	Printed		0372C	AT & T	CHECK#205285 NSF FEE	1,359.52
205530	02/22/2024	Printed		7194	BAVCO BACKFLOW APPARATUS &	BACKFLOW INSPECTION	545.00
205531	02/22/2024	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	FEB. 2024-INS PRE-TAX/POST TAX	2,334.72
205532	02/22/2024	Reconciled		1061	JOSE CUEVAS	CONS & DEMO DEPOSIT REFUND	231.00
205533	02/22/2024	Reconciled		0216	DELTA DENTAL	FEB. 2024 DENTAL PREMIUM	1,750.32
205534	02/22/2024	Printed		0389	DELTA DENTAL INS	FEB. 2024 DENTAL PREMIUM	258.16
205535	02/22/2024	Printed		8269	G & S PRINTING	BUSINESS CARDS - CSD -	70.56
205536	02/22/2024	Printed		8265	HARBOR PROPERTY MANAGEMENT	FIREWORKS VIOLATION REFUND	2,500.00
205537	02/22/2024	Reconciled		8150	HEALTH AND HUMAN RESOURCE	FEB. 2024 EMPLOYEE ASSIST	71.28
205538	02/22/2024	Printed		7991	INTERWEST CONSULTING GROUP INC	CONSTRUCTION INSPECTION	12,406.21
205539	02/22/2024	Reconciled		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES- GYMNASTICS	1,837.16
205540	02/22/2024	Reconciled		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
205541	02/22/2024	Printed		8106	KENNETH MILLER	PRSSC MEETING STIPEND	50.00
205542	02/22/2024	Printed		8262	NGOZI NWABUZOR-OKWO	CONS & DEMO DEPOSIT REFUND	1,800.00
205543	02/22/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	1,732.10
205544	02/22/2024	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#506	50.00
205545	02/22/2024	Reconciled		5219	R. YOUNG ENTERPRISES, INC	CONS & DEMO DEPOSIT REFUND	4,000.00
205546	02/22/2024	Printed		8264	JUAN RAMIREZ	FIREWORKS VIOLATION REFUND	2,500.00
205547	02/22/2024	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	600.56
205548	02/22/2024	Printed		8266	ROMNY CORDOVA & MARIA E LOPEZ	FIREWORKS VIOLATION REFUND	2,500.00
205549	02/22/2024	Printed		8268	GURVINDER SINGH	FIREWORKS VIOLATION REFUND	2,500.00
205550	02/22/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	327.52
205551	02/22/2024	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE -	999.52
205552	02/22/2024	Reconciled		0479	VISION SERVICE PLAN	VISION PREMIUM FEB. 2024	1,021.36
205553	02/22/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	292.93
205554	02/22/2024	Printed		8267	CAROLYN WALLACE	FIREWORKS VIOLATION REFUND	2,500.00
205555	02/22/2024	Reconciled		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
			Total Checks: 31			**Checks Total (excluding void checks):**	**67,350.94**
			Total Payments: 31			**Bank Total (excluding void checks):**	**67,350.94**
			Total Payments: 31			**Grand Total (excluding void checks):**	**67,350.94**

DRAFT MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
February 5, 2024

A. CALL TO ORDER AND ROLL CALL

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

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

Other Participants: City Manager Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Hall, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Captain Nicole Palomino, Los Angeles County Fire Department Chief Ramon Valdoria, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Mike Estes, Community Development Manager Jared Chavez.

B. CEREMONIALS

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

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Captain Palomino summarized the recent law enforcement activities and announced a Coffee with a Cop event to be held at The Experimentally Structured Museum of Art (ESMoA) on February 27, 2024, from 9 am to 10 am.

Councilmember Hofmann Gorman thanked the Sheriff Deputies for their efforts and requested they be issued a letter of commendation.

b. Los Angeles County Fire Department Update

Fire Chief Valdoria was not present due to an emergency.

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

Sandra Suarez, Resident, commented on the City's code violation citations given to property owners for fence height issues, height of hedges on the medians on Hawthorne Boulevard, and permit issuance timeframes.

John Martinez, Resident and Vice President of the Lawndale Little League, commented on the baseball field improvements that the Lawndale Little League worked on at Janes Adams Park and stated that they were accepting registrations.

Nilo Vega Michelin, El Camino College Board of Trustees Member, commented in opposition to the Metro C Line (Green) Extension Project.

Ann Phillips, Lawndale Elementary School District (LESD) Board of Trustees Member, provided information on LESD's boundaries, student enrollment data, and enrollment events.

E. COMMENTS FROM COUNCIL

Councilmember Cuevas thanked everyone that attended tonight's meeting, inquired about the hedges in the medians on Hawthorne Boulevard, thanked the Lawndale Little League for maintaining the baseball fields, asked about the City's maintenance of the baseball fields, and confirmed that LESD's website is accessible in English and Spanish.

City Manager Moore responded that staff will follow-up on the hedges on Hawthorne Boulevard.

Community Services Director Estes responded that requests for baseball field maintenance are coordinated with the Public Works Department.

Councilmember Hofmann Gorman thanked the Lawndale Little League for all the work they do, asked if Lawndale Little League sign-ups can be posted on the City's website, and thanked El Camino College Board of Trustee Member Michelin and LESD Board of Trustees Member Phillips for their updates.

City Manager Moore responded that the City Council Policy Manual restricts the type of postings allowed on City's social media accounts and website.

Councilmember Kearney thanked everyone that spoke at tonight's meeting and the Lawndale Little League for the work they do. He also thanked LESD Board of Trustees Member Phillips for the LESD updates.

Mayor Pro Tem Suarez thanked everyone that attended tonight's meeting, asked staff to follow-up on the hedges on Hawthorne Boulevard, requested a report on permit processing times, thanked El Camino College Board of Trustee Member Michelin and LESD Board of Trustees Member Phillips for the updates.

Mayor Pullen-Miles thanked everyone that attended tonight's meeting, requested a report on permit processing times, thanked the Lawndale Little League for the baseball field improvements, thanked El Camino College Board of Trustee Member Michelin for his comments on the Metro C Line (Green) Extension Project, and thanked LESD Board of Trustees Member Phillips for LESD updates and for extending the Dual Immersion Program offerings.

F. CONSENT CALENDAR

1. Motion to read by title only and waive further reading of all ordinances listed on the Agenda
Recommendation: that the City Council approve.

2. Accounts Payable Register
Recommendation: that the City Council adopt Resolution No. CC-2401-055 authorizing the payment of certain claims and demands in the amount of $1,051,400.85.

3. Minutes of the Lawndale City Council Regular Meeting, January 16, 2024
Recommendation: that the City Council approve the minutes.

4. Consideration of Claims for Damage against the City
Recommendation: that the City Council reject the claim filed by Wilfredo Perez and instruct staff to process the appropriate correspondence to the claimant.

5. Approval of the General Services Agreement Renewal with County of Los Angeles
Recommendation: that the City Council approve the General Services Agreement with the County of Los Angeles for the five (5) year period of June 30, 2024, to July 1, 2029.

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

G. PUBLIC HEARING

6. Consideration of Ordinance No. 1205-24 to amend certain sections in Title 17 of the Lawndale Municipal Code pertaining to accessory dwelling units within the City of Lawndale
Recommendation: that the City Council A.) Conduct a public hearing; B.) Determine that Ordinance No. 1205-24 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) and Section 15282(h) of the CEQA Guidelines; and C.) Introduce for first reading by title only Ordinance No. 1205-24, an Ordinance amending the Lawndale Municipal Code regarding accessory dwelling units (ADUs) to reflect recent changes in state law and waive further reading.

Community Development Manager Chavez presented the staff report.

Mayor Pullen-Miles opened the public hearing at 7:04 p.m.

There were no public comments.

Mayor Pullen-Miles closed the public hearing at 7:04 p.m.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to conduct a public hearing, determine that Ordinance No. 1205-24 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) and Section 15282(h) of the CEQA Guidelines, and introduce for first reading by title only Ordinance No. 1205-24, an Ordinance amending the Lawndale Municipal Code regarding accessory dwelling units (ADUs) to reflect recent changes in state law and waive further reading. The motion passed by a vote of 5-0.

City Attorney Murphy read the ordinance by title only and waived further reading.

H. ADMINISTRATION

7. City Council Ad Hoc Subcommittees and Standing Committees

Recommendation: that the City Council review the Parking and Traffic Solutions Ad Hoc Subcommittee and direct staff on whether this committee can be dissolved (if subject matter has been completed), or if there are outstanding tasks that have not yet been resolved, and if any modifications, replacement, or continued appointment of members is desired.

Assistant City Clerk Hall presented the staff report.

Councilmember Keaney proposed not changing the Parking and Traffic Solutions Ad Hoc Subcommittee (PTSAHS) because it might be needed for the Bike Master Plan Update.

Mayor Pro Tem Suarez asked if an update was provided by the PTSAHS.

City Manager Moore indicated that there are still some items to be addressed by the PTSAHS.

Discussion ensued among the City Councilmembers and staff regarding the last time meetings were held, forming a subcommittee to address the Bike Master Plan and possibly broadening the scope of the PTSAHS.

By consensus, the City Council agreed to reappoint Councilmember Kearney and Councilmember Hofmann Gorman to the Parking and Traffic Solutions Ad Hoc Subcommittee.

8. Fireworks Update 2024

Recommendation: that the City Council receive and file this Fireworks Update 2024 report and take other action if deemed appropriate.

Finance Director Manuelian presented the staff report.

Matthew Harbison, Pastor of Wesleyan Church of Lawndale, requested to appeal staff's recommendation to disqualify his organization from next year's application process due to illness and technical issues with his submission. He commented that the City Council should consider revising the Lawndale Municipal Code (LMC).

Discussion ensued among City Councilmembers and staff regarding fines, allowing leniency for late submissions and revising the LMC.

Councilmember Hofmann Gorman inquired if the LMC should be revised for clarification.

City Attorney Murphy responded that staff's recommendation followed the applicable process per the LMC. He stated that staff would review the LMC.

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Cuevas to reinstate Wesleyan Church of Lawndale to participate in the application process. The motion passed by a vote of 3-2-0. Councilmember Kearney and Councilmember Hoffman Gorman voted no.

Discussion ensued among the City Council and staff regarding Lawndale Little League's license revocation, the length of time that Lawndale Little League should be disqualified and the number of years that an organization is banned from applying for a fireworks permit per the LMC for noncompliance.

By consensus, the City Council agreed to receive and file the staff report.

9. <u>Update of Results for Illegal Fireworks Suppression Plan for 2023</u>
Recommendation: that the City Council receive and file this staff report.

Municipal Services Director Reyes presented the staff report.

Councilmember Cuevas inquired how long a resident has to appeal a citation and how long it takes to receive a refund.

Municipal Services Director Reyes responded that residents have three weeks to submit an appeal and that it may take several months before a refund is issued due to various reasons such as the scheduling of appeal hearing dates and further legal processes.

Councilmember Hofmann Gorman thanked the Sheriff's Department and Staff for their efforts and expressed her support for keeping the fines unchanged.

Municipal Services Director Reyes commented that there are no repeat violators from prior years.

By consensus, the City Council received and filed the staff report.

10. <u>Quarterly Investment Report for the Quarter Ended December 31, 2023</u>
Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended December 31, 2023.

Finance Director Manuelian presented the staff report.

By consensus, the City Council received and filed the Quarterly Investment Report for the quarter ended December 31, 2023.

11. South Bay Cities Council of Governments Bike Master Plan Update
Recommendation: that the City Council receive and file the report.

Community Development Manager Chavez presented the staff report.

Mayor Pro Tem Suarez asked if the entire grant amount of $113,000 is available to the City.

Community Development Manager Chavez responded that the full grant amount is available to the City on a reimbursable basis.

Councilmember Cuevas inquired why Hawthorne Boulevard was not a viable option.

City Manager Moore responded that it was a challenging street due to high traffic volume, limited parking and wide sidewalks. He stated that the Hawthorne Boulevard option can be reconsidered by the City Council.

Discussion ensued among City Councilmembers and staff regarding sidewalk width, bike lane street possibilities, bike lanes in other cities, South Bay City Council of Governments' (SBCCOG) Local Travel Network Program and conducting another bike plan survey.

Councilmember Kearney proposed evaluating the City of El Segundo's bike plan pilot program and to consider a sharrow program for the City.

Mayor Pro Tem Suarez commented that she is in favor of implementing a slow street program if the budget permits and indicated that other South Bay Cities are participating in the SBCCOG Local Travel Network Program.

Mayor Pullen-Miles opened the public comment segment.

Andrew Blackney, Resident, commented in favor of bike lanes and the importance of having a separate infrastructure for bicyclists.

Matthew Harbison, Resident, stated that he is concerned that Metro will interfere with this type of project.

Mayor Pullen-Miles closed the public comment segment.

Councilmember Kearney commented that there has been opposition to installing bike lanes in the past due to safety concerns such as when bike lanes are blocked by parked vehicles.

Mayor Pullen-Miles commented on bike lane safeguards.

By consensus, the City Council directed staff to contact the SBCCOG regarding their Local Travel Network Program and bring back recommendations for the City Council to consider.

12. <u>Recommendation to use Development Impact Fees for an Art in Public Places Project to Paint Artwork onto Electrical Boxes</u>

Recommendation: that the City Council give staff direction on one of the following options: A.) Use the Development Impact Fees to paint or wrap electrical boxes with depictions of art in a manner that is well received by the public that will showcase local artists; B.) Use the Development Impact Fees to fund a different art in public places display that does not utilize electrical boxes, such as a public sculpture or monument that will showcase local artists; or C) Give staff direction on the use of funds from Development Impact Fees for an art in public places showpiece not already mentioned.

Municipal Services Director Reyes presented the staff report.

Councilmember Cuevas inquired whether community members could participate in the project or if the City must contract with a vendor.

Municipal Services Director Reyes responded that the City Council could make project recommendations.

Councilmember Hofmann Gorman asked if research on cleaning the artwork has been conducted and if wrapping companies can produce customized wraps using the community's artwork.

Mayor Pro Tem Suarez supports community involvement in the painting of murals since it reduces the likelihood of vandalism.

Councilmember Hofmann Gorman suggested having an art theme.

Mayor Pullen-Miles spoke on the City of Long Beach's Utility Art Box Program and stated that he supports community participation in the painting of the electrical boxes. He commented on the City's Art in Public Places Policy, Development Impact Fees (DIF), and recommended using the current DIF in the amount of $15,000.

Discussion ensued among City Councilmembers about the artwork that should be displayed and securing property authorization from other agencies.

Councilmember Kearney inquired about the Youth Advisory Committee's (YAC) status.

Community Services Director responded that the YAC is currently inactive.

A motion was made by Councilmember Hofmann Gorman and seconded by Councilmember Cuevas to select Option A: Use the Development Impact Fees to paint or wrap electrical boxes with depictions of art in a manner that is well received by the public that will showcase local artists and use the current Development Impact Fees funding in the amount of $15,000. The motion passed by a vote of 5-0.

13. Award of Construction Contract to FS Contractors, Inc. for the Prop A Concrete Bus Pad Installation Project

Recommendation: that the City Council 1.) Award a construction contract in the amount of $319,050.00 to FS Contractors, Inc. of Sylmar, CA, for the Prop A Concrete Bus Pad Installation Project; and 2.) Approve the construction contingency amount of $63,810.00 for this project.

City Manager Moore presented the staff report.

Councilmember Kearney inquired whether the City will be compensated if the work is not completed within the scheduled time frame.

City Manager Moore responded that the contractor will be paid for the work performed and asked the City Attorney to provide clarification.

City Attorney Murphy responded that the Greenbook: Standard Specifications for Public Works Construction establishes penalties for excessive and chronic tardiness.

City Manager Moore noted that the signature page will be updated with the Mayor's signature line.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to award a construction contract in the amount of $319,050.00 to FS Contractors, Inc. of Sylmar, CA, for the Prop A Concrete Bus Pad Installation Project, approve the construction contingency amount of $63,810.00 for this project and modify the signature page by adding the Mayor's signature to replace the City Manager's signature. The motion passed by a vote of 5-0.

I. CITY MANAGER REPORT

City Manager Moore provided the schedule for residents to pick up sandbags.

J. ITEMS FROM CITY COUNCILMEMBERS

14. Advocating for Remote Teleconferencing/Virtual Meetings of the Los Angeles County City Selection Committee and Sector Subcommittees

Recommendation: that the City Council 1.) review and provide feedback to the attached draft letters to Senator Steven Bradford and Assemblymember Tina McKinnor; and 2.) authorize the City Manager Department to finalize the letter with the Mayor and City Councilmember's signature lines.

City Manager Moore presented the staff report

Mayor Pro Tem Suarez requested to add language to the letter that states that virtual meetings will allow for a reduction in greenhouse gas emissions.

Mayor Pullen-Miles commented that there are times when a quorum is not met and meetings are canceled despite attendees traveling a significant distance to attend in-person meetings.

By consensus, the City Council directed staff to add language to the letter stating that that virtual meetings will allow for a reduction in greenhouse gas emissions and authorize the City Manager's Department to finalize the letter with the Mayor and City Councilmembers' signature lines.

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

Councilmember Cuevas attended a C Line/Green Line Community meeting hosted by Los Angeles County Supervisor Holly J. Mitchell, and a Right-of-Way (ROW) Neighborhood Meeting.

Councilmember Hofmann Gorman attended a ROW Neighborhood Meeting, commented that she received a compliment about the senior fitness classes, requested that the classes and the Beautification Committee vacancies be promoted on social media, commented on concerns she received about Republic Services, requested that a representative from Southern California Edison (SCE) attend an upcoming City Council meeting to provide information on power outages, and inquired about the contract amount paid to Mariposa Landscape to maintain the ROW and when the contractor was first hired. Councilmember Hofmann Gorman thanked staff for making pre-made sandbags available to residents and requested that they be announced on social media and the website.

Councilmember Kearney attended the 26th Annual Wildhorse Pow Wow.

Mayor Pro Tem Suarez attended a SBCCOG Board of Directors meeting, ROW Neighborhood Meeting, Beautification Committee Holiday Lights Contest Awards and encouraged residents to get involved with City committees.

Mayor Pullen-Miles attended a meeting with Leuzinger High School Coaches, a meeting with local Mayors hosted by City of Los Angeles Mayor Karen Bass, and the Beautification Committee Holiday Lights Contest Awards.

K. CLOSED SESSION

16. Conference with Labor Negotiator

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

City Attorney Murphy announced the aforementioned Closed Session by title only.

The City Council convened into closed session at 8:51 p.m.

The City Council reconvened from closed session at 9:20 p.m.

City Attorney Murphy reported there was no reportable action.

L. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting in memory of Raymond Cordova, Chairman of South County Labor, at 9:21 p.m.

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

Approved: 03/04/2024

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean Moore, City Manager

REVIEWED BY: Jared Chavez, Community Development Manager

PREPARED BY: Jose Hernandez, Associate Planner

SUBJECT: **Second reading Ordinance No. 1205-24 to amend Chapter 17.48.056 to Title 17 of the Lawndale Municipal Code pertaining Accessory Dwelling Units.**

BACKGROUND

On February 5, 2024, the City Council introduced and approved the first reading of Ordinance No. 1205-24 to amend the Lawndale Municipal Code (LMC) pertaining to accessory dwelling units (ADU).

ANALYSIS

The City Council introduced and approved the first reading of Ordinance No. 1205-24, amending Title 17 of the Lawndale Municipal Code regarding accessory dwelling units. The proposed amendments to the City's regulations are intended to bring the L.M.C. in compliance with the recent changes in the State law. It is recommended that the City Council adopt Ordinance No 1205-24 approving the updates.

LEGAL REVIEW

The City Attorney's office has reviewed and approved Ordinance No. 1205-24 as to form.

FUNDING

Not applicable

RECOMMENDATION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1205-24 to amend ADUs to comply with recent changes in State law.

ATTACHMENT:

Ordinance No. 1205-24

ATTACHMENT

ORDINANCE NO. 1205-24

DRAFT ORDINANCE NO. 1205-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AMENDING CERTAIN SECTIONS IN TITLE 17, ZONING, OF THE LAWNDALE MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND A FINDING OF EXEMPTION FROM CEQA

SUMMARY: This ordinance amends the regulations in the City's Zoning Code for accessory dwelling units consistent with new state law.

WHEREAS, in light of the statewide shortage of housing, the State laws on accessory dwelling units have been repeatedly expanded to give property owners more latitude to add new housing units; and

WHEREAS, the Governor of the State of California signed Assembly Bill 976 (AB 976) and, which will become effective on January 1, 2024, to among other things, make certain clarifying changes state laws related to Accessory Dwelling Units ("ADUs"); and

WHEREAS, the City Council now desires to revise the City's Zoning Code regarding ADUs to make the City's code compliant with the Bill; and

WHEREAS, the Planning Commission considered this ordinance at a properly noticed public hearing on January 24, 2024, and recommended adoption by the City Council; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on February 5, 2024 in the City Hall council chamber located at 14717 Burin Avenue, Lawndale, California, to consider this matter.

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

SECTION 1. The City Council of the City of Lawndale hereby makes the following findings:

A. The above recitals are true and correct and incorporated fully herein.

B. The changes to the Zoning Code (Title 17) of the City of Lawndale made by this Ordinance are consistent with the General Plan of the City of Lawndale.

SECTION 2. Section 17.48.056, subsection C, of the Lawndale Municipal Code is amended to read, in its entirety, as follows (deletions marked in ~~strikethrough~~, additions in ***bold and italics***):

"C. Accessory dwelling units on a lot zoned for single-family or multifamily use that is either attached or detached from the primary structure must comply with the following requirements:

1. The lot on which an accessory dwelling unit is located must be one in which residential uses are permitted and contain an existing or proposed single-family or multifamily dwelling.

2. The accessory dwelling unit will be located on the same lot as the proposed or existing primary dwelling and either: (a) attached to; (b) located within the proposed or existing primary dwelling, including attached garages, storage areas or similar uses; (c) within an accessory structure; or (d) detached from the proposed or existing primary dwelling.

3. No more than one accessory dwelling unit is permitted, except as allowed by subsection D of this section.

4. The total area of floor space of an attached accessory dwelling unit shall not exceed either: (a) fifty percent of the existing primary dwelling living area, but in no case shall said requirement prohibit an eight hundred square foot accessory dwelling unit; or (b) eight hundred fifty square feet for a unit with one bedroom; or (c) one thousand square feet for an accessory dwelling unit that provides more than one bedroom.

5. The total area of floor space of a detached accessory dwelling unit shall not exceed one thousand square feet for an accessory dwelling unit that provides more than one bedroom.

6. Accessory dwelling units shall comply, without limitation, with all applicable building and safety codes as adopted by Title 15 of the Lawndale Municipal Code.

7. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

8. No setback shall be required for an ADU constructed within an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU. However, a setback of four feet from the side and rear lot lines shall be required for both an accessory dwelling unit that is not converted from an existing structure and any new structure constructed in the same location and to the same dimensions as an existing structure.

9. The ADU shall comply with the lot coverage percentage and open space requirements of the zone in which the parcel is located, except that application of this standard shall not preclude the construction of an ADU of at least eight hundred square feet with four-foot side and rear yard setbacks, in compliance with all other local development standards.

10. An ADU will not be required to provide fire sprinklers if they are not required for the primary residence.

11. The accessory dwelling unit shall be architecturally compatible and designed such that it matches with the design of the primary dwelling unit in terms of exterior treatment, landscaping, and architecture, including, but not limited to, roofing pitch, roofing materials, and paint color.

12. The maximum height of an accessory dwelling unit shall be eighteen feet in height or twenty five feet if the ADU meets the requirements set forth under Section 17.48.056 (D)(2)(c).

13. Parking requirements for accessory dwelling units shall be one parking space per accessory dwelling unit. These parking spaces may be provided as tandem parking, including on a driveway or in setback areas, excluding the non-driveway front yard setback. No parking shall be required for an accessory dwelling unit in any of the following circumstances:

a. The accessory dwelling unit is located within one-half mile walking distance of public transit.

b. The accessory dwelling unit is located within an architecturally and historically significant historic district.

c. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

d. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

e. There is a car share vehicle located within one block of the accessory dwelling unit.

14. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the city will not require that those off-street parking spaces be replaced.

15. Other than as set forth in subsection (A)(14) above, nothing in this section shall prohibit the City from enforcing the parking requirements for the existing single-family residence or multi-family residence on the same parcel as the ADU, in a manner consistent with state law.

16. Before permit issuance, the city shall be provided with a copy of the recorded deed restriction, which shall run with the land, using the city's form, memorializing the following: ~~(a) starting January 1, 2026, either the primary residence or the accessory dwelling unit must be owner-occupied at all times as required by state law;~~ ~~(b)~~*(a)* the accessory dwelling unit shall not be sold or owned separately from the primary residence, and the property shall not be subdivided in any manner which would authorize such separate sale or ownership; ~~(c)~~ *(b)* neither the primary residence nor the accessory dwelling unit on the property may be rented for a period of less than thirty days; and ~~(d)~~ *(c)* the accessory dwelling unit may not exceed the size and attributes described in the deed restriction. This section shall comply with any future amendments to state law.

17. Building Separation. An accessory dwelling unit shall comply with the building separation requirements of the underlying zone including the twenty foot building separation requirement in the Single Family Residential (R-1) zone, but in no case shall said requirement prohibit an accessory dwelling unit that is a minimum of eight hundred square feet, maximum of eighteen feet in height with four-foot side and rear yard setbacks.

18. Landscaping. All setback areas shall be landscaped as required by Section 17.44.015 of this code.

19. Location. An ADU of at least 800 square feet shall exhaust all possible scenarios and/or options before considering a proposal to locate an ADU within the front yard setback, which include the following in no particular order:

a. ADU proposal at the rear and or side yard of the subject lot (detached or conversion of an existing legal structure).
b. ADU proposal within the legal enclosed area of a proposed or existing single family residence of the subject lot.
c. ADU proposal that is an expansion/addition of a proposed or existing singly family residence.
d. All applicable Lawndale Municipal Code development standards of the underlying zone must be met."

SECTION 3. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the construction of accessory dwelling units in residential zones consistent with and as required by state law. Additionally, this ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024.

_____
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly approved and adopted the foregoing Ordinance No. 1205-24 at its regular meeting held on the 5th day of February, 2024, by the following roll call vote:

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

_____ _____
Erica Harbison, City Clerk Date

APPROVED AS TO FORM:

_____
Gregory Murphy, City Attorney

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/ Human Resources Director

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

BACKGROUND

The City of Lawndale received a claim for personal injury damage filed by Jason Javaheri, Esq., Law Offices of Javaheri & Yahoudai, representing Oscar Javier Roldan (Claimant) on or about December 7, 2023. The claim filed alleged that on or about July 25, 2023, while riding a e-scooter on Hawthorne Blvd near 145th Street, in Lawndale, CA, the claimant was involved in an accident. This matter was referred to the City's third-party claims administrator (Carl Warren & Company) for review and investigation.

STAFF REVIEW

The City's third-party claims administrator, Carl Warren & Company, reviewed the claim as filed and determined that the liability for the claim could not be assigned to the City and recommends that the City reject the claim as filed.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends City Council reject the claim filed by Law Offices of Javaheri & Yahoudai on behalf of Oscar Javier Roldan and instruct staff to process the appropriate correspondence to the claimant.

Attachments: 1) Claim for Damages to Person or Property and Rejection Notice – Oscar Javier Roldan (CJP-3050271)

ATTACHMENT

CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

'23DEC 7 12:26PM

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	*Oscar Javier Roldan*	Claimant's Occupation	*Painter*
Claimant's Home Address	*See below*	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:

1880 Century Park East, Suite 717, Los Angeles, CA 90067 310-407-0766

When did DAMAGE or INJURY occur? Date: *7/25/23* Time: *1:00 pm* Approximately
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 is ongoing.

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:

Accident occurred on Hawthorne Blvd near 145th St., Lawndale, CA 90260.

Describe in detail how the DAMAGE or INJURY occurred.

Claimant was riding an e-scooter on the sidewalk when dangerous conditions (i.e cracks in the sidewalk) caused an accident and claimant to suffer injuries.

Why do you claim the city is responsible?

City failed to properly maintain the sidewalk and provide proper warning of danger, and either knew or should have known of the mentioned dangerous conditions. Hence, the City was negligent and its negligence caused claimant to suffer serious bodily injuries and damages.

Describe in detail each INJURY or DAMAGE

Extent of full injuries are unknown at this time. Claimant is still receiving treatment. As of now, he has suffered injuries to his arms and legs, including fractures, which required surgery.

THIS CLAIM MUST BE SIGNED ON PAGE 2

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

Damages incurred to date (exact):	$ Pending	Estimated prospective damages as far as known:	$ Pending
Damage to property	$Pending	Future expenses for medical and hospital care	$ Pending
Expenses for medical and hospital care	$Pending	Future loss of earnings	$ Pending
Loss of Earnings	$ Pending	Other prospective special damages	$Pending
Special Damages for	$Pending	Prospective general damages	$Pending
		Total estimate prospective damages	$ Pending
General Damages	$ Pending		
Total Damages incurred to date	$ Pending		
		Total amount claimed as of date of presentation of this claim	$ Over $25,000.00

Was damage and/or injury investigated by police? *No* If so, what city? _____ File #: _____

Were paramedics or ambulance called? *Yes* If so, name city or ambulance *Unknown at this time*

If injured, state date, time, *7/25/23 at approximately 1 p.m.*

name and address of doctor of your first visit *Unknown at this time*

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

Name *Unknown Investigation* Address _____ Phone _____

Name *Ongoing* Address _____ Phone _____

Name _____ Address _____ Phone _____

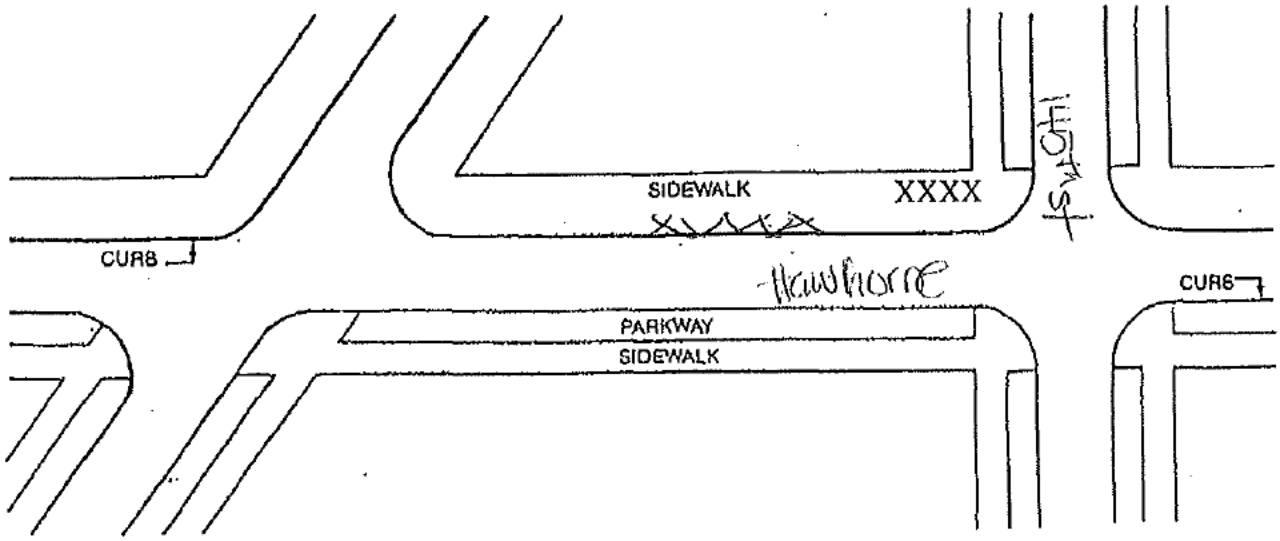
DOCTORS and HOSPITALS:

Hospital *Pending* 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

[redacted]

Jason Javaheri, Esq.

12/5/2023

THIS CLAIM MUST BE SIGNED ON PAGE 2

CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	*Oscar Javier Roldan*	Claimant's Occupation	*Painter*
Claimant's Home Address	*See below*	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:
1880 Century Park East, Suite 717, Los Angeles, CA 90067 310-407-0766

When did DAMAGE or INJURY occur? Date: *7/25/23* Time: *1:00 pm* Approximately
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 is ongoing.

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:
Accident occurred on Hawthorne Blvd near 145th St., Lawndale, CA 90260.

Describe in detail how the DAMAGE or INJURY occurred.
Claimant was riding an e-scooter on the sidewalk when dangerous conditions (i.e cracks in the sidewalk) caused an accident and claimant to suffer injuries.

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City failed to properly maintain the sidewalk and provide proper warning of danger, and either knew or should have known of the mentioned dangerous conditions. Hence, the City was negligent and its negligence caused claimant to suffer serious bodily injuries and damages.

Describe in detail each INJURY or DAMAGE
Extent of full injuries are unknown at this time. Claimant is still receiving treatment. As of now, he has suffered injuries to his arms and legs, including fractures, which required surgery.

THIS CLAIM MUST BE SIGNED ON PAGE 2

JAVAHERI YAHOUDAI

A PROFESSIONAL LAW CORPORATION

'23 DEC 7 12:25PM

December 5, 2023

VIA U.S. CERTIFIED/RETURN RECEIPT: 7019 0700 001 7311 5792

City of Lawndale
14717 Burin Ave.
Lawndale, CA 90260

Attn: City Clerk

Re:
Our client: Oscar Javier Roldan
DOL: 07/25/2023

Dear Sir or Madam:

Enclosed please find the claim for Damages form and an extra copy. Please mail me a conformed copy in the self-addressed stamped envelope.

Thank you.

Very truly yours,
Javaheri & Yahoudai

Ingrid Valle

Ingrid Valle, Pre-Litigation Manager

IV/
Enc

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

February 14, 2024

TO: City of Lawndale

ATTENTION: Raylette Felton, Shaundra Burnam

RE:	Claim	:	Oscar Roldan vs. Lawndale
	Claimant	:	Oscar Roldan
	Member	:	Lawndale
	Date Rec'd by Mbr	:	12/7/2023
	Date of Event	:	7/25/2023
	CW File Number	:	[redacted]

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

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

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

Very Truly Yours,

CARL WARREN & CO.

Shannon Williams

Shannon Williams
Sr. Claims Examiner

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CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/Human Resources Director

SUBJECT: **Request for approval of First Amendment to Contract Service Agreement with Transtech Engineers, Inc. for Professional City Engineering and Public Works Oversight Services**

BACKGROUND

Effective February 1, 2024, the Director of Public Works/City Engineer resigned from City employment. Due to the short notice of the resignation and the immediate need to maintain the continuity of projects and department oversight, Transtech Engineers, Inc. was retained, within the City Manager's signing authority, based on the firm's background and knowledge of the department's critical projects.

STAFF REVIEW

In February 2024, Transtech Engineers, Inc. was preliminary selected to immediately commence department and oversight work for the City. Subsequently, City staff requested proposals from three (3) professional engineering firms (Project Partners, W.G. Zimmerman Engineering, Inc., and Transtech Engineers). Transtech Engineers, Inc. was selected to continue to provide temporary professional civil engineering, contract management, and public works oversight services to the City's Public Works Department based on the consultant's availability, proven experience and technical expertise, and familiarity with the City's operations.

While the Director of Public Works/City Engineer recruitment process is currently underway, it is imperative that the City maintain professional civil engineering and oversight services to oversee critical public works and engineering projects, the daily activities of the City's Public Works Department, and other services as needed by the City Manager. The initial contract agreement was established under the City Manager's signing authority, for a total contract sum amount of $14,950. However, additional consulting hours are necessary. As such, staff is recommending the approval of a first amendment to the contract services agreement with Transtech Engineers, Inc. to increase the contract sum amount by $146,640, for a maximum contract sum not exceed $161,590, and extend the term of the agreement for a six (6) month period, through September 30, 2024. The consultant's rate will continue to be set at $188 per hour, between 20 to 25 hours per week. Any changes in duration will be discussed and approved in writing prior to implementation.

LEGAL REVIEW

The City Attorney's office has reviewed contract amendment and has approved it to form.

FISCAL IMPACT

Salary savings from the vacant Director of Public Works/City Engineer position will be used to cover the cost of the consultant. We expect to have $93,025 in salary savings for the 5 months that the PW Director position will be vacant and the costs of this contract amendment through year end assuming 25 hours per week will be roughly $20,000, therefore we have enough salary savings that can be transferred over without the need for additional budget. No additional budget appropriation will be needed. The budget will be transferred from salaries to contract services within the Public Works department.

RECOMMENDATION

Staff recommends that City Council: a) approve the first amendment to the contract services agreement with Transtech Engineers, Inc. for Professional City Engineering and Public Works Oversight Services in a maximum contract sum not to exceed $161,590; 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.

Attachment: 1) First Amendment to Contract Services Agreement with Transtech Engineers, Inc.
2) Transtech Engineers, Inc. Proposal dated February 21, 2024

ATTACHMENT 1

First Amendment to Contract Services Agreement for Professional City Engineering and Public Works Oversight Services with Transtech Engineers, Inc.

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL CITY ENGINEERING AND PUBLIC WORKS AND OVERSIGHT SERVICES - TRANSTECH ENGINEERS, INC.

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation (herein "City") and Transtech Engineers, Inc, a California corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity.

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Professional Public Works and City Engineering Oversight Services" (the "Agreement") effective on or about February 6, 2024; and

WHEREAS, the City and the Consultant now desire to amend the Agreement to extend the terms, as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement, as amended, is further amended in the following particulars only:

SECTION 1. Section 2.1 of the Agreement, entitled "Contract Sum", is hereby amended to increase the maximum Contract Sum from $14,950 to $161,590 to compensate the Consultant for professional engineering and public works oversight services for the extension of this agreement.

SECTION 2. Section 3.4 of the Agreement, entitled "Term", is hereby amended to extend the Term for completion of the services provided under the Agreement through September 30, 2024.

SECTION 3. Except as expressly provided for in this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

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

[SIGNATURES NEXT PAGE]

Transtech Engineers, Inc.

CITY:

CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Transtech Engineers, Inc.
a California corporation

By: _____
Name: Allen Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary

Address: 13667 Benson Avenue
Chino, CA 91710

[END OF SIGNATURES]

ATTACHMENT 2

Transtech Engineers, Inc. Proposal dated February 21, 2024

www.transtech.org
855.595.2495 (toll-free)
ISO 9001:2015 Certified

TRANSTECH
Est. 1989

February 21, 2024

City of Lawndale
Ms. Raylette Felton, Assistant to the City Manager/Human Resources Director
14717 Burin Avenue
Lawndale, CA 90260

Subject: Proposal Letter for Public Works & City Engineering Oversight Project

Dear Ms. Felton:

As requested, Transtech Engineers, Inc. is pleased to submit this Letter of Proposal to the City for the subject assignment. As a brief background, Transtech was established in 1989, and is a full-service multi-disciplinary engineering consulting firm. Transtech is currently providing contract services to over 80 agencies, and has extensive experience working in a mixed staff/consultant environment since the late 1980s. At Transtech, we believe that our firm's expertise comes as a direct result of its employees' and officers' qualifications and experience.

For the subject assignment, we are proposing a total of 25 to 30 hours per week including a minimum of 20 hours on site and 5 to 10 hours remotely to oversee the overall operation of the Public Works Department and Engineering, CIP management progress, and assistance in other tasks and projects as required under your direction.

For the services outlined, we are proposing a discounted hourly rate of $188. As requested by the City, this proposal is to supplement our January 29th, 2024 proposal to provide additional staffing hours to continue providing Public Works City Engineering Oversight services for an additional 6-month period.

Staff Classification	Discounted Hrly Rate	Assumed Weekly Hours Allocation	Assumed Monthly Hours Allocation	Assumed 6-Month Total Hours	Assumed Weekly Budget Allocation
Sr. Level Staff	$188	30	130	780	$146,640
				TOTALS	**$146,640**

Once again, thank you for considering Transtech to submit this Letter of Proposal. If you should have any questions, or require additional information, please feel free to contact me on my cell at (714) 598-8896.

Best Regards,



Melissa Demirci, RSP
Municipal Services Principal
E: melissa.demirci@transtech.org
C: (714) 598-8896
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CITY OF LAWNDALE

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DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/Human Resources Director

SUBJECT: **Adoption and approval of 1) Memorandum of Understanding between the City of Lawndale and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895 Agreement and 2) Second Amendment to the Citywide Pay Schedule for Fiscal Year 2023-2024**

BACKGROUND

The Memorandum of Understanding (MOU) between the City of Lawndale (City) and American Federation of State, County and Municipal Employees, Local 1895, Council 36 (AFSCME), the Majority Representative Employee Organization, representing two bargaining groups (Lawndale Professional Mid-Management Employees and Lawndale Classified Employees), covered a three (3) year period of July 1, 2020, to June 30, 2023. The MOU expired on June 30, 2023.

The City and AFSCME commenced negotiations in March 2023 and have met and conferred in good faith on a successor agreement on the terms and conditions of employment. The written successor MOU was jointly reviewed and prepared by representatives of the City and AFSCME. On February 15, 2024, the successor MOU was ratified by AFSCME.

Attached for City Council's consideration is Resolution No. CC-2403-057 adopting the successor Memorandum of Understanding (MOU) between the City and AFSCME, for the period of July 1, 2023, to June 30, 2025, and Resolution No. CC-2403-058 amending the previously adopted City-wide Salary/ Pay Schedule for all City position titles and pay rates/ranges for fiscal year 2023-2024.

STAFF REVIEW

The attached jointly prepared successor MOU has been modified to include amendments to the existing the contract language to clarify agreed upon specific terms and conditions of employment. (Attached track changed MOU). With direction from the Mayor and City Council, the parties met in good faith, on several occasions, reaching agreement on the following terms:

- Term: Two (2) year covering the period July 1, 2023, to June 30, 2025
- Salary Increase: 2% salary increase effective July 1, 2023; a ratification/ ARPA payment for full-time employees ($3,000) and part-time employees ($1,500) currently employed by the City at the time of a ratification vote and City Council approval; and a 2% salary increase effective July 1, 2024.

- Work Schedule: clarify existing language under work schedule provisions in the MOU related to the 4/10 schedule and 9/80 schedule; modify 4/10 Work Schedule language related to include Public Works Department (Maintenance Field Operations and Inspection Staff); eliminate references to trial period Public Works Department and Attachment G from MOU.

- Standby Pay: incorporate existing standby pay provisions from Attachment G into the body of the MOU for Public Works Department- Maintenance Field Operations employees on 4/10 Work Schedule and assigned to standby.

- Flexible Benefit Plan: modify language to provide a $400 increase to the flexible benefit contribution effective January 2024; provide a $200 increase to the flexible benefit contribution effective January 2025; modify language to clarify the City's flexible benefit contribution; and modify language to clarify that the flexible benefit contribution increases have no cash value and not subjected to cash in lieu provisions.

- Holiday Benefit: modify language to add Cesar Chavez Day (March 31) as an observed holiday for the city and eliminate the Day after Thanksgiving Holiday, upon the approval of this agreement.

- Floating Holiday: modify language to increase the maximum accrual of floating holidays from 48 hours to 60 hours and change the maximum hours to be cashed out at separation to 40 hours.

- Senior Management Analyst position: add the recent Council approved Senior Management Analyst position to salary schedule for LPMME bargaining unit, list of FLSA exempt employees and management leave provision.

- Sick Leave Provisions: modify language for full-time and part-time employees to comply with recent legal changes expanding the definition of "immediate family;" and modify language for part-time employees for part-time employees to comply with changed legal requirements increasing the maximum accrual of sick leave that the City must permit for part-time employees.

Once this MOU is approved and adopted by City Council, this two (2) year agreement will replace the existing MOU. The adoption of the successor MOU would also trigger the need to approve and further amend the City-wide Salary/Pay Schedule for Fiscal Year 2023-2024, to reflect changes approved by City Council, in compliance with applicable sections of the California Government Code.

LEGAL REVIEW

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

FUNDING

The total cost for the implementation of this MOU is 371,450 for fiscal year 23/24. There are three main components that have a budget effect. First is the ARPA payment to full-time ($3,000) and part-time ($1,500) staff. This ARPA payment will require a budget amendment of $142,500 in account 285-160-

580.151 and will be fully funded by the ARPA fund and therefore will not have a General Fund impact. Second is the COLA adjust of 2%, which will be applied retroactively to July 1, 2023. The cost of the COLA adjustment will be $85,000, therefore a budget amendment of $85,000 will be needed in account 100-160-540.300. The General Fund impact of the COLA adjustment will be approximately 60% or $51,000 and the remainder to the various special revenue funds. Finally, there is the increase in the flexible benefits of $400 per employee. This will require a budget amendment of $287,900 in account 100-160-505.100. Again, the General Fund impact will be about 60% or $172,740 and the remainder to the various special revenue funds.

RECOMMENDATION

Staff recommends that the City Council: 1) adopt Resolution No. CC-2403-057, approving the 2023-2025 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36; 2) authorize the Director of Finance/City Treasurer to complete a budget transfer from the General Fund and ARPA Fund to the appropriate various line items noted and approve budget amendment of $371,450; and 3) adopt an amendment to the Resolution No. CC-2403-058, approving the 2023-2024 City-wide Salary and Pay Schedule.

Attachment (s):

1). 2023-2025 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, in Track Change Format.

2). Resolution No. CC-2403-057- Adopting the 2023-2025 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees.

3). Resolution No. CC-2403-058– Adopting the Second Amendment to the 2023-2024 City-wide Salary and Pay Schedule.

ATTACHMENT 1

2023-2025 Memorandum of Understanding Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, in Track Change Format

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, 20203 – JUNE 30, 20235

ARTICLE 01
RECOGNITION OF THE ORGANIZATION

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

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

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

ARTICLE 02
NON-DISCRIMINATION PLEDGE

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

Section 02.02 ANTI-DISCRIMINATION STATEMENT. The City and the Majority Representative Employee Organization agree that they shall not discriminate against any represented unit member because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, political or religious opinions or affiliations of any person or employee organization membership as defined by State and Federal law.

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

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

ARTICLE 03
CITY MANAGEMENT RIGHTS RESERVED

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

a. To manage the City generally and to determine issues of policy;

b. To determine the existence or nonexistence of facts which are the basis of any management decision;

c. To determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;

d. To determine the nature, manner, means and technology and extent of services to be provided to the public;

e. To establish methods of financing;

f. To establish types of equipment or technology to be used;

g. To determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;

h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;

i. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;

k. To establish and modify productivity and performance programs and standards for City operations;

l. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal;

m. To determine job classifications and to reclassify employees;

n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this Agreement and the City's Personnel Rules and Regulations;

o. To determine policies, procedures and standards pertaining to City operations and activities;

p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;

q. To maintain order and efficiency in its facilities and operations;

r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;

s. To take any and all necessary action to carry out the mission of the City in emergencies;

t. To determine the mission of its constituent departments, boards, commissions and committees; and

u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

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

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

Section 04.01 DUES DEDUCTION. The Majority Representative Employee Organization requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Majority Representative Employee Organization, from the wages and salaries of members of the Majority Representative

Employee Organization. The Majority Representative Employee Organization hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Majority Representative Employee Organization membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Majority Representative Employee Organization.

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

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

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

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

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

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action,

assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

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

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

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

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

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

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

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

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

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

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

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

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

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

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

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

Section 05.04 CITY RIGHTS. Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Majority Representative Employee Organization, its officers, agents, representatives or

members. Further, if the Majority Representative Employee Organization fails to diligently perform all responsibilities contained in Section 05.03, the City may suspend any and all of the rights and privileges accorded the Majority Representative Employee Organization under City Resolution and this Agreement, including, but not limited to, the suspension of recognition of such employee organization and the use by the Majority Representative Employee Organization of City bulletin boards and facilities.

ARTICLE 06
PROBATIONARY PERIOD

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

Section 06.02 PROBATIONARY PERIOD FOLLOWING PROMOTION

a. Regular Employee. A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted, commencing on the date of such promotion. This probationary period may be extended for up to an additional three (3) month period, upon recommendation of the employee's department head. (See also Section 12.04.)

b. Probationary Employee. A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional three (3) month period, upon action of the employee's department head.

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

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

ARTICLE 07
WAGE AND SALARY POLICY

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

Section 07.02 SALARY AND WAGE SCHEDULES.

a. Salaries effective July 1, 2021~~3~~ through June 30, 2022~~5~~ for employees covered by this Agreement are listed in Attachments A and B hereto and represent a cost of living increase of two (2 %) percent to the previously published salary ranges.

b. Effective the first full pay period after City Council approval of this Agreement and ratification vote, City shall provide a one-time, lump sum, non-PERSable American Rescue Plan Act (ARPA) /ratification payment of $3~~2~~,000 to full-time employees ~~hired before June 30, 2021~~ and currently ~~still~~ employed by the City at the time of such approval. City to also provide a one-time, lump sum, non-PERSable American Rescue Plan Act (ARPA) /ratification payment of $1,5~~0~~00 to part-time employees currently ~~hired before June 30, 2021 and still~~ employed by the City at the time of such approval. These ARPA/ratification payments will not set precedent or other reasonable expectation of availability in the future and will be subject to appropriate tax deductions as determined by the City, and shall not be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.

c. Salaries effective July 1, 2024~~2~~ through June 30, 2025~~3~~ for employees covered by this Agreement are listed in Attachments C and D hereto and represent a cost of living increase of two ~~one~~ (2~~1~~%) percent.

~~The City and AFSCME agree that the City will move forward with a classification and compensation study in the second year of the ratified and City Council approved MOU. During the second year of the MOU, the City and AFSCME agree to meet and confer in good faith regarding the City's implementation of the results and recommendations in the classification and compensation study ("Study.")~~

~~The City is committed to completion of a prompt, thorough, and effective classification and compensation study in accordance with the time table provided by the consultant and to good faith, timely completion of the associated meet and confer process. However, the City does not commit to a concrete date of implementation or agree to any penalty associated with any unforeseeable delays or other delay reasonably beyond the City's control. To that end:~~

~~1. The City agrees to provide AFSCME with a timeline for completion for each phase of the process.~~
~~2. The City agrees to make reasonable efforts to ensure that the consultant adheres the timeframes provided.~~
~~3. The City agrees to make reasonable efforts to ensure that employees provide timely and complete responses to requests for information and follow-up from the consultant. Majority Representative Employee Organization agrees that it will make similar reasonable efforts for employees in bargaining unit positions.~~
~~4. The City agrees that the parties will initiate meet and confer within two weeks from the City's receipt of direction from the City Council following completion of the study process, or no later than March 1, 2022.~~
~~5. The City agrees to commit to a timely meet and confer schedule between March 1, 2022 and June 30, 2022, with dates and frequency of meetings as mutually determined with AFSCME.~~

6. ~~The City makes no representation at this time as to the results of the study, the consultant's recommendations, or the extent to which, or manner in which, the Council will authorize implementation of either~~.

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

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

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

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

a. Service Advancement. After the salary of a represented unit member has been first established and fixed under this plan, such employee may be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of the evaluation period, provided service during such initial six (6) month period has been above standard.

b. Merit Advancement. An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required, pursuant to procedures in the City's Personnel Rules and Regulations. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the first payroll period following the date the employee is entitled to the merit review as provided for in Section 07.07. Advancement from Step "B" to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

1. The employee's department head shall file with the Personnel Department a written statement recommending the grant or denial of

the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.

2. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Personnel Department to effect a change in payroll status.

c. Outstanding Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of such employee's duties, the employee's department head may recommend in accordance with Section 07.06 (b) (1) above, that such employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such an advancement, and forward such approval to the Finance Department to effect a change in payroll status.

d. Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, such employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Section 07.06 (b) above.

e. "Y" Rating. When, due to a reorganization of duties or of City department structure, an employee is reclassified to a new position which is compensated at a lesser rate than the employee's current rate, such employee shall be "Y" rated. "Y" rating means that such employee will continue to receive compensation at the former rate of pay until such time as compensation of the new position most nearly equals or exceeds the "Y" rate. At that time, such employee will begin to receive increases applied to the new range. Step "Y" will follow Step "E" of the new classification.

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

SALARY STEP	EMPLOYEE ELIGIBLE FOR:
A	Newly hired employee.
B	After six (6) months of full-time employment and an above standard initial evaluation.
B	After one (1) year of full-time employment employee may be released from probation with an above standard evaluation.

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

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

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

a. The employee's department head shall file with the Personnel Department a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.

b. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Department to effect a change in payroll status.

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

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

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

Section 07.09 COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit advancement shall be considered until after six (6) months in the higher classification regardless of the requirement for a probationary period.

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

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

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

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

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

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

Section 07.15 SHIFT DIFFERENTIAL. Any City employee with his/her regular work schedule being assigned between the hours of 5:00 p.m. and 6:00 a.m. shall be eligible for shift differential

pay to be paid in addition to the employee's regular salary. Said shift differential shall be equal to five percent (5%) of the employee's regular hourly rate for only those actual hours worked between 5:00 p.m. and 6:00 a.m. per work period. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

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

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

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

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

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

The 4/10 work schedule consists of four (4) ten (10) hour shifts each work week, either Monday through Thursday, or Tuesday through Friday, as determined by the Department Director. The workweek for employees assigned to a 4/10 schedule is defined as seven (7) consecutive 24-hour periods beginning at midnight on day one and ending at 11:59 p.m. on day seven (7). Specific components of the 4/10 alternative work schedule are set forth in Attachment "C".

For work schedules other than the 9/80 schedule and 4/10 schedule, the work week shall remain as defined in Personnel Rule 6.05, which is beginning at 12:01 a.m. Monday morning and ending at 12:00 a.m. Sunday evening.

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

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

- 3 hours or less – no rest break.

- 4 hours – one 10-minute rest break.

- 5 hours – one 15 rest minute break.

- 6 hours – two 10-minute rest breaks.

- 7 – 8 hours – two 10-minute rest breaks plus an unpaid meal break of 1/2 (one half) hour.

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

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

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

ARTICLE 08
OTHER WAGE AND HOURLY BENEFITS

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

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

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

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

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

Section 08.04 FLSA EXEMPT STATUS. The City continues to designate the following classifications as exempt from overtime for purposed of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative

to its designations of these employees as exempt from overtime for FLSA purposes. The parties acknowledge and agree that the following classifications shall be exempt from overtime:

~~a. City Engineer~~

a. Community Development Manager

b. Community Services Manager

c. Municipal Services Manager

d. Senior Management Analyst

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

Section 08.06 STAND-BY PAY FOR MAINTENANCE OPERATIONS ELIGIBLE EMPLOYEES ON THE 4/10 WORK SCHEDULE. Employees authorized by the City Manager, department director or designee to be available for return to work on an on-call basis during non-work hours will receive $175 per week, for seven (7) consecutive days of standby. If an employee assigned to standby fails to respond when contacted, then the employee may be removed from the Standby List. Standby is not considered time worked and not subject to overtime under FLSA.

Employees on Standby status shall be required to carry a functioning cell phone and be available to answer all standby calls or return such calls within thirty (30) minutes. If it is determined that the employee must report to work, the employee must respond on scene within one hour of completion of the call. Employees on standby, when ordered to return to work, will be covered by Section 08.03 above. Employees assigned to standby shifts must document their standby week and actual time worked on the appropriate over-time forms and submit completed forms, with their timesheets, to their immediate supervisor for review and approval.

The City will follow the previously established Standby Emergency Overtime Procedures when assigning standby assignments. However, should it be determined that an insufficient number of employees have voluntarily signed up for the standby assignment, the Department Director shall have the ability to assign standby duty on a rotating basis. The City has the right in its sole discretion to establish, modify, assign, order and eliminate standby assignments based on operational needs.

ARTICLE 09
CAREER DEVELOPMENT PROGRAM

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

The City shall reimburse a represented unit member's costs for required school fees such as tuition, registration fees, books, and parking fees, subject to the limits set forth in this Article. Other fees

such as mileage, activity cards and other optional fees and lab fees shall not be reimbursed. The following rules shall apply for reimbursement:

a. Courses, degrees and certifications must relate to the employee's present job or be directly related to the employee's potential development with the City.

b. Course work taken at recognized and accredited institutions shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to approval for reimbursement at the sole and unfettered discretion of the City Manager.

c. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.

d. In the event an employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.

e. Upon completion of each course, the employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

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

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

ARTICLE 10
TRAVEL AND MEETING ALLOWANCE

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

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

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

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

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

ARTICLE 11
UNIFORMS

Section 11.01 UNIFORMS PROVIDED.

a. All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.

b. Employees must remember that they represent the image of the City to the public. Employees are expected to groom and dress in appropriate work attire, in a reasonably clean and neat manner, which will enable them to perform their job duties and represent the City. [See the City's Dress Code and Appearance Policy]

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

ARTICLE 12
VACATION BENEFIT

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

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

a. 6.7 hours for each month during the first (1st) year of employment (80.4 hours annually).

b. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment following the probationary period (120.0 hours annually).

c. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment following the probationary period (159.6 hours annually).

d. 15.0 hours for each month beginning with the tenth (10th) year of employment following the probationary period (180.8 Hours annually).

Vacation leave shall be deemed to have been accrued by the employee only at the end of the month in which the employee was in service of the City. If employment begins prior to the sixteenth (16th) of the month, vacation leave shall be accrued for that month. If employment begins on or after the sixteenth (16th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

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

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

a. 292.0 hours for the first through fifth year of employment.

b. 384.0 hours for the sixth through ninth year of employment.

c. 432.0 hours beginning with the tenth year of employment.

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

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

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

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

the probationary period may be extended an equivalent time spent on vacation at the discretion of the employee's department head with the approval of the City Manager.

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

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

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

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

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

ARTICLE 13
HOLIDAY BENEFIT

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

New Year's Day
Martin Luther King Day
President's Day

Cesar Chavez Day
Memorial Day
Juneteenth National Independence Day (June 19)
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
~~Friday after Thanksgiving (except for 4/10 work schedules)~~
Christmas Eve
Christmas Day
New Year's Eve
One Floating Holiday per calendar year (except for 4/10 work schedules).

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

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

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

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

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

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

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

Section 13.07 HOLIDAY PAY. Full-time represented unit members shall receive holiday pay based on the number of hours he/she is regularly scheduled to work on the day the holiday is

observed. (For example, employees working a 4/10 schedule shall receive holiday pay for an observed holiday based on a 10 hour work day.)

Section 13.08 FLOATING HOLIDAY ACCRUAL. Employees are encouraged to use floating holidays in the same calendar year in which they are accrued. Floating holidays shall accrue to a maximum of ~~48~~ 60 hours and a maximum of 40 hours may only be cashed out upon separation (no cash out allowed prior to separation).

ARTICLE 14
OTHER LEAVES

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

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

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

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

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

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

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

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

Any employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed three (3) years and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall supplement an employee's pay in an amount equal to the loss in pay between the employee's military pay and the employee's base salary paid by the City (evidence must be shown as to current rate of military pay), as well as contribute to such employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

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

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

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

The City Manager may permit such employee to use paid bereavement leave for other relative living in the same household. The City Manger's decision regarding any request submitted under this

paragraph shall not be subject to the grievance or appeal procedures contained m the City's Personnel Rules and Regulations or m this Agreement.

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

Employees hired during the fiscal year period shall have management leave credited as a pro-rated amount equal to 7.416 hours per month commencing with the first month of employment. An Affected Employee shall be allowed to accrue and carry-over management leave up to a maximum of one hundred fifty two (152) hours.

ARTICLE 15
SICK LEAVE

Section 15.01 ELIGIBILITY. Each full-time permanent and probationary full-time employee shall be eligible to accrue sick leave with pay as provided for in this Article. Sick leave shall be utilized solely for illness or medical appointments, preventive care, diagnosis, or for specified purpose (serious health condition, victim of domestic violence, sexual assault or stalking) of a represented unit member or his/her immediate family, meaning spouse, natural or adopted child, brother, sister, parent, step-parent, step-brother, ~~or~~ step-sister, domestic partner, grandparent, grandchild, or a designated person. A designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.

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

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

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

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

Employees leaving the employment with the City for any reason, who have received an advance accrual of sick leave time and who have used said sick leave time at a rate greater than the accrual shall have the amount of sick leave time off used in excess of such rate of accrual deducted from

the employee's final payroll on an hour for hour basis at the employee's hourly salary rate at the time of separation.

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

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

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

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

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

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

1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.

2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.

3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15th of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.

4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.

5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.

6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.

7. A represented unit member having accrued more than 576 hours of sick leave may convert one-third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the employee to notify the Personnel Officer of the desire to convert such hours by December 15th of the calendar year prior to the conversion.

8. Employees hired prior to September 3, 2019 shall continue to participate in this benefit as long as there is available funding. Employees hired on or after September 3, 2019 shall not be eligible for this sick leave conversion benefit.

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

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

ARTICLE 16
INSURANCE AND RELATED BENEFITS

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

Section 16.02 FLEXIBLE BENEFITS PLAN. The City shall implement a flexible benefit plan and provide a specific dollar amount each month to each eligible employee to use towards the purchase of health benefits, on a pre-tax bases, as follows:

a. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents ($1,080.36) to use towards the purchase of medical, dental, vision insurance through the program offered by the City.

Employees hired prior to October 18, 2018, may have the option of receiving remaining/ unspent funds as taxable income or cash, after satisfying the benefit enrollment criteria.

Employees hired after October 18, 2018, may have the option of designating remaining/ unspent funds to the employees voluntary deferred compensation account, after satisfying the benefit enrollment criteria. Employees will not receive any cash payout of flexible benefit contributions.

b. Effective first pay date of January 2024, the Flexible Benefit Contribution shall be increased from One Thousand Eighty Dollars and Thirty-six Cents ($1,080.36) per month to One Thousand Four Hundred Eighty Dollars and Thirty-Six cents. ($1,480.36) per month.

c. Effective first pay date of January 2025, the Flexible Benefit Contribution per month per full time employee shall be increased from One Thousand Four Hundred Eighty Dollars and Thirty-Six cents ($1,480.36) per month to One Thousand Six Hundred Eighty Dollars and Thirty-Six cents ($1,680.36) per month.

d. Regardless of hire date, increases to the monthly flexible benefit contribution shall have no cash value and shall be used for the purchase of City sponsored health benefit premiums (i.e., medical, dental, vision, and health spending account) only.

e. Employees hired by the City prior to ~~or on the date of City Council approval and adoption of this successor MOU or Tentative Agreement regarding same or June 30~~, October 18, 2018, ~~whichever is later,~~ who ~~do not take~~ provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits (medical, dental or vision insurance) ~~through the program offered by the City~~ shall receive the cash equivalent to the Flexible Benefit Contribution maximum of up to $1,080.36 per month, in lieu of ~~the flexible benefits contribution~~ medical, dental or vision insurance coverage. ~~As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City progra~~New ~~E~~employees hired by the City after ~~the City Council approval and adoption of this successor MOU or Tentative Agreement regarding~~

~~same or June 30~~ October 18, 2018, ~~whichever is later~~, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits and have a maximum of up to $1,080.36 per month of the Flexible Benefit Contribution designated to the employees voluntary deferred compensation account offered by the City account, upon written option from the employee to the Human Resources. New Employees shall not receive cash equivalent in lieu of medical, dental or vision insurance.

f. The Flexible Benefits Contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Employees may allocate any remaining amount of their flexible benefits contribution among the following City sponsored programs:

1. Dependent Insurance
2. Additional Life Insurance
3. Section 125 Program - Flexible Spending Account

g. Should a State or Federal agency (such as the IRS or DOL) or court of competent jurisdiction A) issue new guidelines to clarify the amounts of cash in lieu allowable for "qualified" cafeteria plans, or B) specifically rule or advise on the "qualified" or "Bona Fide" status of the City's Flexible Benefit plan or its cash-in-lieu/opt out provisions fail to meet the "incidental" criteria under a cafeteria plan, then the parties shall promptly meet and confer as a reopener to the contract over any changes to this Section required by such ruling in order to maintain the "qualified" status of the Plan or meet the "incidental" criteria.

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

a. The City shall contribute the full amount of the premium for employee for a $50,000 term life insurance.

b. The City shall contribute the full amount of the premium for employee for Long-Term Disability insurance.

c. The City shall contribute the full amount of the premium for employee for an Employee Assistance Program.

Section 16.03 SECTION 125 PROGRAM. (Allows benefits to be paid from pre-tax dollars.) The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and the Majority Representative Employee Organization. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation are to be paid by the employee.

Section 16.04 DEFERRED COMPENSATION. The City shall make available to all represented unit members deferred compensation programs under the International City Management Association Retirement Corporation or the Public Employees Benefit Services Corporation. Said programs shall be for voluntary contributions by the employee. In accordance with Section 16.02.d., flexible benefit contributions not used for the purchase of health benefits may be contributed to the employee's deferred compensation account upon written option by the employee to the Human Resources Department.

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

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

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

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

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

a. If the injury is an emergency occurring after 5:00 p.m. and before 8:00 a.m., Monday through Friday, or on Saturday, Sunday or legal holidays, the employee should be taken to the City's designated medical provider.

b. If the injury occurs during normal business hours, the Personnel Officer should be contacted immediately to arrange for the proper medical attention for the employee in non-emergency cases. The employee or Department Head should not arrange for a doctor's appointment.

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

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

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

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

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

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

ARTICLE 17
RETIREMENT BENEFIT

Section 17.01 CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

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

a. Section 21354: 2% at 55 retirement- Full Formula

b. Section 21574: Fourth Level of 1959 Survivors Program

c. Section 21042: Military Service as Public Service

d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

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

ARTICLE 18
GRIEVANCES

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

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

Employee discipline.

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

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

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

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

Types of equipment or technology to be used.

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

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

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

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

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

Establishment and approved modifications of job classifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 18.11 FORMAL GRIEVANCE PROCEDURE.

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

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

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

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

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

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

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

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

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

ARTICLE 20
EMERGENCY WAIVER PROVISION

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

ARTICLE 21
SEVERABILITY PROVISION

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

ARTICLE 22
TERM OF AGREEMENT

Section 22.01 TERM ESTABLISHED. The term of this Agreement shall commence on July 1, 2020~~3~~ and shall continue in full force and effect until June 30, 202~~3~~5.

ARTICLE 23
RATIFICATION AND EXECUTION

Section 23.01 RECOMMENDATION TO COUNCIL AND ADOPTION. The City's representatives and the Majority Representative Employee Organization have reached an understanding as to certain recommendations to be presented to the City Council for the City of Lawndale for determination and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The Majority Representative Employee Organization also represents and affirms that on ~~January 25, 2022~~ February 15, 2024, its members voted to ratify the Tentative Agreement which contains the deal points of this Agreement. The City and the Majority Representative Employee Organization acknowledge that this Agreement shall not be in full force and effect until adoption by the City Council of the City.

ARTICLE 24
POLYGRAPHS

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

ARTICLE 25
RE-OPENERS

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

a. Changes and/or revisions to the City's Personnel Rules and Regulations;

b. Changes and/or revisions to the City's Employer-Employee Relations Resolution(s).

c. ~~In accordance with 07.02.d, meet and confer in good faith, within two weeks from the City's receipt of direction from the City Council following completion of the classification and compensation study ("Study.") process regarding the City's implementation of the results and recommendations of Study~~.

d. ~~Following adoption of the fiscal year 2021-2022 budget, meet and confer regarding~~ ~~i~~Impacts of any classification and compensation recommendations.

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

ARTICLE 26
SICK LEAVE FOR PART-TIME EMPLOYEES

The purpose of this Article 26 is to establish a paid sick leave policy, in conformance with the requirements of the Healthy Workplace Healthy Family Act of 2014 (the "Act," which added Labor Code Sections 245-249 and amended Labor Code Section 2810.5 and Sections 245.5, 246, and 246.5) applicable to all qualifying part-time City employees, who are not otherwise eligible for paid sick leave under Article 15 of this Agreement.

Section 26.01 ELIGIBILITY. Part-time employees who have worked for 30 or more days for the City within a year shall be eligible to accrue and use paid sick leave in accordance with the requirements of the Act, codified as Labor Code Sections 245-249 and 2810.5, and as provided for in this Article. Regular, benefited employees are eligible for paid sick leave under Article 15 of this Agreement and the City's Personnel Rules and Regulations and shall not be eligible for additional sick leave as described in this Article.

Section 26.02 ACCRUAL. ~~Paid sick leave for all qualifying part-time employees shall be credited at the beginning of each fiscal year on July 1 at the rate of twenty- four (24) hours for the fiscal year. New part-time employees shall be credited twenty- four (24) hours sick leave upon eligibility to use accrued paid sick time, provided that in no event shall an employee be entitled to accrue more than twenty-hour (24) hours of sick leave in a single fiscal year~~. Beginning on January 1, 2024, all eligible employees will accrue sick leave at the rate of one hour for every 30 hours worked up to a maximum accrual of 40 hours/5 days per year. An employee shall be eligible to use accrued paid sick time beginning on the 90th day of employment, defined as the number of days worked. Although not required pursuant to Labor Code § 246(d), accrued sick leave shall carry over to the following fiscal year, with a maximum accrual cap of ~~48~~ 80 hours. In the event a part-time employee's work schedule is such that ~~three (3)~~ five (5) work days would exceed ~~twenty-four~~ 40 hours, such employee shall be provided with ~~three (3)~~ five (5) days paid sick leave as required by the Act.

Part-time employees hired prior to January 1, 2024, will carry over any existing banked sick leave up to the prior cap of 48 hours. Such employees may then accrue additional leave, at the rate of 1 hour for 30 hours worked, up to the 80-hour cap.

Section 26.03 USAGE.

a. In accordance with the Act, a part-time employee may use accrued paid sick leave in a 12-month period for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care of an employee's family member or designated person, including:
    - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
    - Spouse or Registered Domestic Partner
    - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
    - Grandparent
    - Grandchild.
    - Sibling
    - Designated person (a person identified by the employee at the time the employee requests to use paid sick days for that person). Once an employee has requested use of sick leave for a "designated person," the City may prohibit the employee from using sick leave in the same 12-month period for anyone other than that "designated person" who is not a "family member."

- For a part-time employee who is the victim of domestic violence, sexual assault, or stalking, the purposes described in California Labor Code Sections 230(c) and 230.1(a) (including subsequent amendment.)
- ~~To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following:~~
    - ~~A temporary restraining order or restraining order.~~
    - ~~Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.~~
    - ~~To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.~~
    - ~~To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.~~
    - ~~To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.~~
    - ~~To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.~~

b. A part-time employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable

(e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

c. A part-time employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

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

Section 26.05 CARRYOVER UPON APPOINTMENT TO FULL TIME POSITION. Notwithstanding Section 26.04 above, in the event a part-time employee is appointed to a full-time position with the City, that employee shall be entitled to carry over to the full-time position any accrued sick leave, up to the maximum accrual cap of ~~48~~ 80 hours.

Section 26.06 SEPARATION AND RE-HIRE. If a part-time employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by the Act. However, if a re-hired part-time employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used. In no event shall a re-hired part-time employee be eligible to accrue more than ~~24~~ 40 hours of sick leave in a single fiscal year.

CITY OF LAWNDALE

Katy Suttorp, Chief Negotiator

Raylette Felton, Human Resources Director

MAJORITY REPRESENTATIVE
EMPLOYEE ORGANIZATION
AFSCME LOCAL 1895, AFL-CIO

Bob Adams, Chief Negotiator, Council 36

Jared Chavez, President

Jamie Rodriguez, Vice President

Jack Martin, Bargaining Committee

Grace Huizar, Bargaining Committee

Gregory Williams, Bargaining Committee

ATTACHMENT A

CITY OF LAWNDALE						
2023-2024 Salary Schedule (2% effective 07/01/2023)						
MID-MANAGEMENT UNIT						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Deputy City Clerk	74	$5,734	$6,021	$6,322	$6,638	$6,970
Assistant Planner	79	$6,027	$6,328	$6,644	$6,976	$7,325
Grant/Economic Dev Coordinator	82	$6,209	$6,520	$6,846	$7,188	$7,547
Community Services Supervisor	86	$6,461	$6,784	$7,124	$7,480	$7,854
Administrative Analyst	87	$6,526	$7,195	$7,195	$7,555	$7,932
Assistant Engineer	87	$6,526	$7,195	$7,195	$7,555	$7,932
Municipal Services Supervisor	93	$6,927	$7,274	$7,637	$8,019	$8,420
Maintenance Supervisor	96	$7,137	$7,494	$7,869	$8,262	$8,675
Senior Management Analyst	97	$7,209	$7,569	$7,948	$8,345	$8,762
Associate Planner	98	$7,281	$7,645	$8,027	$8,428	$8,850
Associate Engineer	107	$7,963	$8,361	$8,779	$9,218	$9,679
Senior Planner	109	$8,123	$8,529	$8,955	$9,403	$9,873
Cable Television Supervisor	113	$8,453	$8,875	$9,319	$9,785	$10,274
Community Development Manager	120	$9,062	$9,516	$9,991	$10,491	$11,015
Accounting Manager	121	$9,153	$9,611	$10,091	$10,596	$11,126
Municipal Services Manager	125	$9,525	$10,001	$10,501	$11,026	$11,577
Community Services Manager	125	$9,525	$10,001	$10,501	$11,026	$11,577

CITY OF LAWNDALE						
2024-2025 Salary Schedule (2% effective 07/01/2024)						
MID-MANAGEMENT UNIT						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Deputy City Clerk	76	$5,849	$6,021	$6,322	$6,638	$6,970
Assistant Planner	81	$6,148	$6,328	$6,644	$6,976	$7,325
Grant/Economic Dev Coordinator	84	$6,334	$6,651	$6,983	$7,332	$7,699
Community Services Supervisor	88	$6,591	$6,921	$7,267	$7,630	$8,012
Administrative Analyst	89	$6,657	$6,990	$7,339	$7,706	$8,092
Assistant Engineer	89	$6,657	$6,990	$7,339	$7,706	$8,092
Municipal Services Supervisor	95	$7,067	$7,420	$7,791	$8,180	$8,590
Maintenance Supervisor	98	$7,281	$7,645	$8,027	$8,428	$8,850
Senior Management Analyst	99	$7,354	$7,721	$8,107	$8,513	$8,938
Associate Planner	100	$7,427	$7,798	$8,188	$8,598	$9,028
Associate Engineer	109	$8,123	$8,529	$8,955	$9,403	$9,873
Senior Planner	111	$8,286	$8,700	$9,135	$9,592	$10,072
Cable Television Supervisor	115	$8,623	$9,054	$9,506	$9,982	$10,481
Community Development Manager	122	$9,245	$9,707	$10,192	$10,702	$11,237
Accounting Manager	123	$9,337	$9,804	$10,294	$10,809	$11,349
Municipal Services Manager	127	$9,716	$10,202	$10,712	$11,248	$11,810
Community Services Manager	127	$9,716	$10,202	$10,712	$11,248	$11,810

ATTACHMENT B

CITY OF LAWNDALE						
2023-2024 Salary Schedule (2% effective 07/01/2023)						
CLASSIFIED UNIT (CL)						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Senior Nutrition Specialist	6	$2,915	$3,061	$3,214	$3,374	$3,543
Maintenance Worker I	40	$4,088	$4,293	$4,507	$4,733	$4,969
Municipal Services Officer I	40	$4,088	$4,293	$4,507	$4,733	$4,969
Transit Operator	42	$4,170	$4,379	$4,598	$4,828	$5,069
Maintenance Worker II	52	$4,607	$4,837	$5,079	$5,333	$5,600
Accounting Specialist	53	$4,653	$4,885	$5,130	$5,386	$5,655
Building Permit Specialist	59	$4,939	$5,186	$5,445	$5,718	$6,003
Municipal Services Officer II	60	$4,988	$5,238	$5,500	$5,775	$6,063
Office /Personnel Assistant	61	$5,038	$5,290	$5,555	$5,832	$6,124
Administrative Assistant II	61	$5,038	$5,290	$5,555	$5,832	$6,124
Recreation Coordinator	61	$5,038	$5,290	$5,555	$5,832	$6,124
Community Services Coordinator	61	$5,038	$5,290	$5,555	$5,832	$6,124
Accounting / Payroll Specialist	64	$5,191	$5,451	$5,723	$6,009	$6,310
Maintenance Worker III	68	$5,402	$5,672	$5,955	$6,253	$6,566
Code Enforcement Officer I	73	$5,677	$5,961	$6,259	$6,572	$6,901
Engineering Technician	73	$5,677	$5,961	$6,259	$6,572	$6,901
Public Works Inspector	74	$5,734	$6,021	$6,322	$6,638	$6,970
Code Enforcement Officer II	79	$6,027	$6,328	$6,644	$6,976	$7,325
Executive Assistant	87	$6,526	$6,852	$7,195	$7,555	$7,932
PART-TIME EMPLOYEES HOURLY (PT)						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Delivery Worker	3	$16.32	$17.14	$17.99	$18.89	$19.84
Recreation Leader	3	$16.32	$17.14	$17.99	$18.89	$19.84
Senior Recreation Leader	6	$16.82	$17.66	$18.54	$19.47	$20.44
CATV Production Assistant	35	$22.44	$23.56	$24.74	$25.98	$27.28
Office Assistant	38	$23.12	$24.28	$25.49	$26.77	$28.10
Maintenance Worker I	40	$23.59	$24.77	$26.00	$27.30	$28.67
Municipal Services Officer I	40	$23.59	$24.77	$26.00	$27.30	$28.67
Transit Operator	42	$24.06	$25.26	$26.53	$27.85	$29.25
CATV Production Assistant II	45	$24.79	$26.03	$27.33	$28.70	$30.13
Emergency Preparedness Coordinator	51	$26.31	$27.63	$29.01	$30.46	$31.98
Municipal Services Officer II	60	$28.78	$30.22	$31.73	$33.32	$34.98
Code Enforcement Officer I	73	$32.75	$34.39	$36.11	$37.92	$39.81
Associate Planner	98	$42.00	$44.10	$46.31	$48.63	$51.06

CITY OF LAWNDALE						
2024-2025 Salary Schedule (2% effective 07/01/2024)						
CLASSIFIED UNIT (CL)						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Senior Nutrition Specialist	8	$2,973	$3,122	$3,278	$3,442	$3,614
Maintenance Worker I	42	$4,170	$4,379	$4,598	$4,828	$5,069
Municipal Services Officer I	42	$4,170	$4,379	$4,598	$4,828	$5,069
Transit Operator	44	$4,254	$4,467	$4,690	$4,925	$5,171
Maintenance Worker II	54	$4,699	$4,934	$5,181	$5,440	$5,712
Accounting Specialist	55	$4,746	$4,984	$5,233	$5,494	$5,769
Building Permit Specialist	61	$5,038	$5,290	$5,555	$5,832	$6,124
Municipal Services Officer II	62	$5,089	$5,343	$5,610	$5,891	$6,185
Office /Personnel Assistant	63	$5,140	$5,397	$5,666	$5,950	$6,247
Administrative Assistant II	63	$5,140	$5,397	$5,666	$5,950	$6,247
Recreation Coordinator	63	$5,140	$5,397	$5,666	$5,950	$6,247
Community Services Coordinator	63	$5,140	$5,397	$5,666	$5,950	$6,247
Accounting / Payroll Specialist	66	$5,295	$5,560	$5,838	$6,130	$6,436
Maintenance Worker III	70	$5,510	$5,786	$6,075	$6,379	$6,698
Code Enforcement Officer I	75	$5,791	$6,081	$6,385	$6,704	$7,039
Engineering Technician	75	$5,791	$6,081	$6,385	$6,704	$7,039
Public Works Inspector	76	$5,849	$6,142	$6,449	$6,771	$7,110
Code Enforcement Officer II	81	$6,148	$6,455	$6,778	$7,117	$7,473
Executive Assistant	89	$6,657	$6,990	$7,339	$7,706	$8,092
PART-TIME EMPLOYEES HOURLY (PT)						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Delivery Worker	5	$16.65	$17.48	$18.36	$19.27	$20.24
Recreation Leader	5	$16.65	$17.48	$18.36	$19.27	$20.24
Senior Recreation Leader	8	$17.15	$18.01	$18.91	$19.86	$20.85
CATV Production Assistant	37	$22.89	$24.04	$25.24	$26.50	$27.83
Office Assistant	40	$23.59	$24.77	$26.00	$27.30	$28.67
Maintenance Worker I	42	$24.06	$25.26	$26.53	$27.85	$29.25
Municipal Services Officer I	42	$24.06	$25.26	$26.53	$27.85	$29.25
Transit Operator	44	$24.54	$25.77	$27.06	$28.41	$29.83
CATV Production Assistant II	47	$25.29	$26.55	$27.88	$29.27	$30.74
Emergency Preparedness Coordinator	53	$26.84	$28.19	$29.59	$31.07	$32.63
Municipal Services Officer II	62	$29.36	$30.83	$32.37	$33.99	$35.68
Code Enforcement Officer I	75	$33.41	$35.08	$36.84	$38.68	$40.61
Associate Planner	100	$42.85	$44.99	$47.24	$49.60	$52.08

ATTACHMENT C

ATTACHMENT "C"

4/10 Work Schedule

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

- Workdays –Monday through Thursday; Closed every Friday.
- Standard Hours: 7:00 a.m. to 6:00 p.m.
- One-(1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks which cannot be combined with each other or with the lunch period to extend either the break or the lunch period. This provision does not apply to the Public Works Department: Maintenance Field Operations and Inspection
- The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.
- Municipal Services Department: Code Enforcement, Parking and Animal Control services provide coverage 7 days per week, with full-time employees working staggered 4 day weeks (some with flexed hours) and part-time employees working primarily, weekends and hours outside the 7 a.m. to 6 p.m. standard day. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.
- Public Works Department: ~~The City shall modify and apply the 4/10 work schedule to the Public Works Department (Maintenance Field Operations and Inspection staff). on a six (6) month trial basis, from _____ through _____ while the City reviews the effectiveness of the 4/10 schedule in comparison to the current 9/80 schedule, in compliance the terms set forth in Attachment G. The 4/10 Work Schedule will expire on _____ automatically at the end of the six (6) month period and staff will return to the current 9/80 Work Schedule in accordance with attachment "D" on _____ unless the City and Majority Representative Employee Organization reach mutual agreement prior to _____ to continue a 4/10 schedule thereafter.~~ Maintenance Field Operations and Inspection services provide coverage 7 days per week, with full-time employees working a staggered four (4) day work week (some with flexed hours), five (5) days per week (Monday through Friday), standard work hours of 6:00 am to 4:30 pm, with a half hour unpaid lunch break. A minimum of three (3) Maintenance Workers shall be on duty on the days of reduced staffing. Full-time Maintenance Worker assigned to the Community Center will continue to work the 5/40 work schedule and the part-time weekend Maintenance Workers assigned to graffiti removal and Community Center schedules will remain the same. The workday, after hour, and weekend coverage shall be maintained in case of emergencies, in compliance with the Standby Pay provision outlined and introduced in Section 08.05 and as established in the department's Standby Emergency Overtime Procedures. Additional flex schedules, assignments, and/or shifts may be

needed to accommodate the work assignment and/or supervision of shifts and will be determined by Department Director. The Department Director may establish leave request parameters, such as minimum advance timing and limitation on overlapping leave requests and may disapprove leave requests based on operational needs. The Department Director to provide a detailed schedule.

- Overtime will be all hours worked in excess of ten (10) hours a day or forty (40) hours per week, unless an employee is working a flex schedule, as defined in Section 07.18 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.

- Vacation is earned based on years of employment, as outline in Section 12.02).

- Sick Leave is earned in 10-hour increments.

- If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.

- Employees on the 4/10 schedule shall have the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

- Unlike those employees on a 5/40 schedule or 9/80 schedule, employees on the 4/10 schedule do not receive ~~as a holiday the Friday after Thanksgiving and~~ the single Floating Holiday as set forth in Section 13.01.

- Observance of Holidays: If a City holiday falls on a Friday, the preceding Thursday is *observed* as a paid holiday, for Monday through Thursday 4/10 schedule and the Friday holiday is observed on the actual holiday for Tuesday through Friday 4/10 schedule. If a City holiday falls on a Sunday, the following Monday is observed as a paid holiday, for Monday through Thursday 4/10 schedule and the Tuesday through Friday 4/10 schedule will receive a floating holiday.

- Holidays are earned/accrued in 10-hour increments.

- If a City holiday falls on a regularly scheduled day off for an employee working a 4/10 schedule only, and that holiday is not observed as a paid holiday Monday through ~~Thursday~~ Friday, then he or she is credited with a floating holiday.

- Use of floating holidays is subject to the approval of the department director and to be coordinated within each department to ensure adequate staffing at all times.

- When a represented unit member is assigned to jury service requiring the employee report on a Friday, or regularly scheduled day off, the employee and department head may implement a flex scheduling program, to ensure that jury service is completed appropriately,

that the employee is compensated according to Section 14.05 above, and to ensure that the employee has worked 40 hours in a week. This flexible schedule may include, but not be limited to, working 5/40 type schedules.

ATTACHMENT D

ATTACHMENT "D"

9/80 ALTERNATIVE WORK SCHEDULE

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

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

1. The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.

2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.

3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

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

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

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

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

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

~~5.~~ Sick leave and holidays are earned in 9 hour increments.

~~6.~~ Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.

~~7.~~ If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday).

~~8.~~ Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.

~~9.~~ If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.

~~10. With the exception of the six month trial period set forth in Attachment "G," and any mutually agreed period continuing a 4/10 schedule thereafter, standard hours for Public Works Maintenance Workers shall be 6:00 a.m. to 3:30 p.m. Monday – Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with 1/2 hour unpaid lunch). Public Works Maintenance Workers shall observe a forty-five (45) minute unpaid lunch, and are entitled to one (1) fifteen (15) minute paid rest period per work shift. The scheduling of rest periods shall be at the discretion of the employee's supervisor; no compensation will be provided for rest periods not taken, nor can rest periods be combined with lunch breaks or other rest periods. A part-time Maintenance Worker shall conduct graffiti removal on weekends.~~

~~11.~~ 10. Community Services Department: senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks, facility rental, senior services programs, etc. will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.

ATTACHMENT E

Union Information Form

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

Union/ Association: _____

EMPLOYEE EMPLOYMENT INFORMATION

Name: _____

Position/Title _____

Department/ Division: _____

Work Phone: _____

EMPLOYEE PERSONAL CONTACT INFORMATION

Home Address: _____

Home Phone: _____ Personal Cell Phone: _____

Personal Email: _____ Date of Birth _____

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

Employee Signature: _____

Date: _____

HR009242018

ATTACHMENT F

CITY OF LAWNDALE
FORMAL GRIEVANCE FORM

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

STEP I- FORMAL WRITTEN GRIEVANCE

EMPLOYEE NAME: _____ **CLASSIFICATION:** _____

DEPARTMENT: _____ **IMMEDIATE SUPERVISOR:** _____

EMPLOYEE ORGANIZATION: _____ **DATE:** _____

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

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

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

_____

_____ _____

EMPLOYEE'S SIGNATURE **DATE**

_____ _____

EMPLOYEE'S REPRESENTATIVE (if applicable) **DATE**

THIS SECTION TO BE COMPLETED BY DEPARTMENT HEAD

RECEIVED BY: _____ **DATE:** _____

DEPARTMENT HEAD'S RESPONSE:

_____ _____

DEPARTMENT HEAD SIGNATURE **DATE**

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

PAGE 1

CITY OF LAWNDALE
FORMAL GRIEVANCE FORM

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

STEP II- FORMAL GRIEVANCE

THIS SECTION TO BE COMPLETED BY PERSONNEL OFFICER

RECEIVED BY: _____ **DATE:** _____

PERSONNEL OFFICER RESPONSE:

PERSONNEL OFFICER SIGNATURE _____ DATE _____

STEP III- FORMAL GRIEVANCE

THIS SECTION TO BE COMPLETED BY CITY MANAGER OR DESIGNEE

RECEIVED BY: _____ **DATE:** _____

CITY MANAGER RESPONSE:

CITY MANAGER SIGNATURE _____ DATE _____

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

PAGE 2

~~ATTACHMENT G~~

~~4/10 Alternative Work Program Terms for Public Works Department (Maintenance Field Operations and Inspection staff)~~

~~The City and AFSCME Local 1895 representatives have met and conferred in good faith regarding the 4/10 Alternative Work Program temporary trial period for the Public Works Department (Maintenance Field Operations and Inspection staff). Accordingly, the Parties have agreed to the following terms:~~

~~1. 4/10 Alternative Work Program (Attachment C) shall be modified to apply to the Public Works Department (Maintenance Field Operations and Inspection staff) on a six (6) month trial period while the City assess the departmental operations, productivity in the service delivery, proper staffing level, operational cost, etc.~~

~~2. Full-time Public Works Maintenance and Inspection staff will work a staggered four (4) day work week, five (5) days per week (Monday through Friday), standard work hours of 6:00 am to 4:30 pm, with a half hour unpaid lunch break. Additional flex schedules and/or shifts may be needed to accommodate the work assignment and/or supervision of shifts, and will be determined by Department Director.~~

~~3. Full-time Maintenance Worker assigned to the Community Center will continue to work the 5/40 work schedule. Part-time weekend Maintenance Workers assigned to graffiti removal and Community Center schedules will remain the same.~~

~~4. Request for Time off on days of reduced staffing (i.e., Mondays, Fridays, year-end holidays, etc.) will be monitored to ensure adequate coverage is maintained and do not fall below a minimum of three (3) Maintenance Workers on duty on the days of reduced staffing~~

- ~~a. Department Director will monitor scheduled and unscheduled absences, establish staffing parameters based on the work schedule, and may disapprove leave requests based on operational needs.~~
  - ~~i. For an example, Department Director may establish leave request restriction as follows:~~
    1. ~~Employees must submit requests for time in advance, providing as much advance notice as possible; however, not less than 3 days before requested time off.~~
    2. ~~Maximum of one staff on scheduled leave taking just the reduced staff day.~~
    3. ~~Maximum of one staff approved to take multi-day including the reduced staff day~~

~~5. During the trial period, work day, after hour and weekend coverage will need to be maintained in case of emergencies by reintroducing the Standby Pay provision, as follows:~~

- ~~a. STAND-BY PAY. Employees authorized by the City Manager, department director or designee to be available for return-to-work on an on-call basis during non-work hours will receive $175 per week, for seven (7) consecutive days of standby. If an employee assigned to standby fails to respond when~~

~~contacted, then the employee may be removed from the Standby List. Standby is not considered time worked and not subject to overtime under FLSA.~~

~~Employees on Standby status shall be required to carry a functioning cell phone and be available to answer all standby calls or return such calls within thirty (30) minutes. If it is determined that the employee must report to work, the employee must respond on scene within one hour of completion of the call. Employees on standby, when ordered to return to work, will be covered by Section 08.03 – Call Back Compensation and receive appropriate hourly rate of pay. Employees assigned to standby shifts must document their standby week and actual time worked on the appropriate over-time forms and submit completed forms, with their timesheets, to their immediate supervisor for review and approval.~~

~~The City will follow the previously established Standby Emergency Overtime Procedures when assigning standby assignments. However, should it be determined that an insufficient number of employees have voluntarily signed up for the standby assignment, the Department Director shall have the ability to assign standby duty on a rotating bases. The City has the right in its sole discretion to establish, modify, assign, order and eliminate standby assignments based on operational needs.~~

~~6. During the six (6) month trial period, the City will review and evaluate all factors related to 4/10 schedule in comparison to the current 9/80 schedule (productivity in the service delivery, proper staffing level, feedback from community, operational cost, etc.)~~

~~7. After the first four (4) months, the City will evaluate data received as it relates to the 4/10 schedule during the 5th month and report such findings to the City Council for determination as to whether the program should continue.~~

~~8. The 4/10 Work Schedule will automatically expire at the end of the six (6) month period and staff will return to the current 9/80 Work Schedule unless the City and AFSCME mutually agree to continue schedule thereafter.~~

ATTACHMENT 2

Resolution No. CC-2403-057

Resolution of the City Council of the City of Lawndale, California Adopting the 2023-2025 Memorandum of Understanding Between the City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, with Exhibit "A"

RESOLUTION NO. CC-2403-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ADOPTING THE 2023-2025 MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895

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

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

WHEREAS, the previous three-year Memorandum of Understanding between the City and AFSCME had an effective date of July 1, 2020, and expired on June 30, 2023; and

WHEREAS, representatives of the City and representatives of AFSCME met and conferred in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505, by and between the City and members of AFSCME for fiscal years 2023-2025; and

WHEREAS, on February 15, 2024, members of AFSCME ratified the 2023-2025 Memorandum of Understanding prepared to memorialize the deal points agreed upon by the parties.

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

SECTION 1. That, pursuant to Government Code Section 3505.1, as the terms of the "Memorandum of Understanding Between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2023 – June 30, 2025" ("2023-2025 Memorandum of Understanding"), attached hereto and incorporated herein as Exhibit "A", were reached by representatives of the City and AFSCME, representatives of the City and AFSCME have jointly prepared the 2023-2025 Memorandum of Understanding, which agreement is not binding until approved by the City Council of the City and the members of AFSCME.

SECTION 2. That the 2023-2025 Memorandum of Understanding, which has been approved by AFSCME, is hereby adopted by the City of Lawndale for fiscal years 2023-2025.

SECTION 3. That all provisions contained in the 2023-2025 Memorandum of Understanding attached hereto shall, where any conflict exists, supersede all previously adopted memoranda of understanding between AFSCME and the City.

PASSED, APPROVED AND ADOPTED this 4th day of March, 2024.

_____
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2403-057 at a regular meeting of said Council held on the 4th day of March, 2024, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT "A"

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, 2023 – June 30, 2025"

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, 2023 – JUNE 30, 2025

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ARTICLE 01
RECOGNITION OF THE ORGANIZATION

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

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

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

ARTICLE 02
NON-DISCRIMINATION PLEDGE

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

Section 02.02 ANTI-DISCRIMINATION STATEMENT. The City and the Majority Representative Employee Organization agree that they shall not discriminate against any represented unit member because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, political or religious opinions or affiliations of any person or employee organization membership as defined by State and Federal law.

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

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

ARTICLE 03
CITY MANAGEMENT RIGHTS RESERVED

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

a. To manage the City generally and to determine issues of policy;

b. To determine the existence or nonexistence of facts which are the basis of any management decision;

c. To determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;

d. To determine the nature, manner, means and technology and extent of services to be provided to the public;

e. To establish methods of financing;

f. To establish types of equipment or technology to be used;

g. To determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;

h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation of the City;

i. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;

k. To establish and modify productivity and performance programs and standards for City operations;

l. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal;

m. To determine job classifications and to reclassify employees;

n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this Agreement and the City's Personnel Rules and Regulations;

o. To determine policies, procedures and standards pertaining to City operations and activities;

p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;

q. To maintain order and efficiency in its facilities and operations;

r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;

s. To take any and all necessary action to carry out the mission of the City in emergencies;

t. To determine the mission of its constituent departments, boards, commissions and committees; and

u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

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

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

Section 04.01 DUES DEDUCTION. The Majority Representative Employee Organization requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Majority Representative Employee Organization, from the wages and salaries of members of the Majority Representative

Employee Organization. The Majority Representative Employee Organization hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Majority Representative Employee Organization membership dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Majority Representative Employee Organization.

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

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

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

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

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

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action,

assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

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

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

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

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

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

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

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

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

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

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

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

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

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

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

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

Section 05.04 CITY RIGHTS. Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Majority Representative Employee Organization, its officers, agents, representatives or

members. Further, if the Majority Representative Employee Organization fails to diligently perform all responsibilities contained in Section 05.03, the City may suspend any and all of the rights and privileges accorded the Majority Representative Employee Organization under City Resolution and this Agreement, including, but not limited to, the suspension of recognition of such employee organization and the use by the Majority Representative Employee Organization of City bulletin boards and facilities.

ARTICLE 06
PROBATIONARY PERIOD

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

Section 06.02 PROBATIONARY PERIOD FOLLOWING PROMOTION

a. Regular Employee. A regular employee who is promoted shall serve a probationary period of six (6) months in the new position to which he or she has been promoted, commencing on the date of such promotion. This probationary period may be extended for up to an additional three (3) month period, upon recommendation of the employee's department head. (See also Section 12.04.)

b. Probationary Employee. A probationary employee who is promoted to a position in a class with a higher salary range shall complete the probationary period of six (6) months required of employees with regular status who have been promoted. This probationary period may be extended for up to an additional three (3) month period, upon action of the employee's department head.

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

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

ARTICLE 07
WAGE AND SALARY POLICY

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

Section 07.02 SALARY AND WAGE SCHEDULES.

a. Salaries effective July 1, 2023 through June 30, 2025 for employees covered by this Agreement are listed in Attachments A and B hereto and represent a cost of living increase of two (2 %) percent to the previously published salary ranges.

b. Effective the first full pay period after City Council approval of this Agreement and ratification vote, City shall provide a one-time, lump sum, non-PERSable American Rescue Plan Act (ARPA) /ratification payment of $3,000 to full-time employees and currently employed by the City at the time of such approval. City to also provide a one-time, lump sum, non-PERSable American Rescue Plan Act (ARPA) /ratification payment of $1,500 to part-time employees currently employed by the City at the time of such approval. These ARPA/ratification payments will not set precedent or other reasonable expectation of availability in the future and will be subject to appropriate tax deductions as determined by the City, and shall not be treated as off-salary schedule as defined under Section 571 of the California Code of Regulations.

c. Salaries effective July 1, 2024 through June 30, 2025 for employees covered by this Agreement are listed in Attachments C and D hereto and represent a cost of living increase of two (2%) percent.

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

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

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

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

a. Service Advancement. After the salary of a represented unit member has been first established and fixed under this plan, such employee may be advanced from Step "A" to Step "B" effective the first day of the next pay period following the date of successful completion of the evaluation period, provided service during such initial six (6) month period has been above standard.

b. Merit Advancement. An employee shall be considered for advancement from one step to the next highest step upon completion of the minimum length of service as required, pursuant to procedures in the City's Personnel Rules and Regulations. If it is determined that an employee is eligible for a merit advancement, the effective date of the merit advancement shall be the first payroll period following the date the employee is entitled to the merit review as provided for in Section 07.07. Advancement from Step "B" to any step may be granted if an employee demonstrates above standard ability and proficiency in the performance of his/her duties. Such merit advancement shall require the following:

1. The employee's department head shall file with the Personnel Department a written statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.

2. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Personnel Department to effect a change in payroll status.

c. Outstanding Merit Advancement. In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of such employee's duties, the employee's department head may recommend in accordance with Section 07.06 (b) (1) above, that such employee be advanced to a higher step without regard to the minimum length of service provisions contained in this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such an advancement, and forward such approval to the Finance Department to effect a change in payroll status.

d. Length of Service Required When Advancement is Denied. When an employee has not been approved for advancement to a higher salary step, such employee may be reconsidered for such advancement at any subsequent time. This reconsideration shall follow the same steps and shall be subject to the same actions as provided in Section 07.06 (b) above.

e. "Y" Rating. When, due to a reorganization of duties or of City department structure, an employee is reclassified to a new position which is compensated at a lesser rate than the employee's current rate, such employee shall be "Y" rated. "Y" rating means that such employee will continue to receive compensation at the former rate of pay until such time as compensation of the new position most nearly equals or exceeds the "Y" rate. At that time, such employee will begin to receive increases applied to the new range. Step "Y" will follow Step "E" of the new classification.

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

SALARY STEP	EMPLOYEE ELIGIBLE FOR:
A	Newly hired employee.
B	After six (6) months of full-time employment and an above standard initial evaluation.
B	After one (1) year of full-time employment employee may be released from probation with an above standard evaluation.
C	After one and one-half (1 1/2) years of full-time employment.
D	After two and one-half (2 1/2) years of full-time employment.
E	After three and one-half (3 1/2) years of full-time employment.

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

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

a. The employee's department head shall file with the Personnel Department a statement recommending the grant or denial of the merit increase and supporting such recommendation with specific reasons therefore. The Personnel Department shall submit a recommendation attached thereto to the City Manager.

b. If the recommendation is approved by the City Manager, the City Manager shall forward the approved recommendation to the Finance Department to effect a change in payroll status.

In such cases as may occur wherein an employee shall demonstrate exceptional ability and proficiency in the performance of the employee's duties, the employee's department head may recommend to the City Manager that said employee be advanced to a higher step without regard to

this Agreement or be advanced to more than the next highest step in the salary range. The City Manager may, on the basis of the employee's department head's written recommendation, approve or deny such advancement.

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

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

Section 07.09 COMPENSATION INCREASES FOR PROMOTIONS. Any full-time employee promoted to a higher classification shall receive an increase in compensation, which is at least five percent (5%) higher than the employee's last salary. The date of promotion shall then be considered the new anniversary date for purposes of eligibility for further compensation increases, except that no merit advancement shall be considered until after six (6) months in the higher classification regardless of the requirement for a probationary period.

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

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

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

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

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

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

Section 07.15 SHIFT DIFFERENTIAL. Any City employee with his/her regular work schedule being assigned between the hours of 5:00 p.m. and 6:00 a.m. shall be eligible for shift differential pay to be paid in addition to the employee's regular salary. Said shift differential shall be equal to five percent (5%) of the employee's regular hourly rate for only those actual hours worked between 5:00 p.m. and 6:00 a.m. per work period. This Section may be modified and superseded by the 4/10 work schedule and implementation plan set forth in Attachment "C" hereto.

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

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

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

The 9/80 work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four nine (9) hour days per week and one eight (8) hour work day every other week. Employees working the 9/80

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

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

The 4/10 work schedule consists of four (4) ten (10) hour shifts each work week, either Monday through Thursday, or Tuesday through Friday, as determined by the Department Director. The workweek for employees assigned to a 4/10 schedule is defined as seven (7) consecutive 24-hour periods beginning at midnight on day one and ending at 11:59 p.m. on day seven (7). Specific components of the 4/10 alternative work schedule are set forth in Attachment "C".

For work schedules other than the 9/80 schedule and 4/10 schedule, the work week shall remain as defined in Personnel Rule 6.05, which is beginning at 12:01 a.m. Monday morning and ending at 12:00 a.m. Sunday evening.

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

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

- 3 hours or less – no rest break.

- 4 hours – one 10-minute rest break.

- 5 hours – one 15 rest minute break.

- 6 hours – two 10-minute rest breaks.

- 7 – 8 hours – two 10-minute rest breaks plus an unpaid meal break of 1/2 (one half) hour.

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

Section 07.21 ECONOMIC LAY OFF. If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority

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

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

ARTICLE 08
OTHER WAGE AND HOURLY BENEFITS

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

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

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

The dates of compensatory time leave may be selected by the employee, but shall be subject to prior approval of the employee's department head, who shall consider whether the request unduly disrupts

the operations of that department. All compensatory time shall be taken in minimums of at least one-half (1/2) hour increments whenever possible.

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

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

a. Community Development Manager

b. Community Services Manager

c. Municipal Services Manager

d. Senior Management Analyst

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

Section 08.06 STAND-BY PAY FOR MAINTENANCE OPERATIONS ELIGIBLE EMPLOYEES ON THE 4/10 WORK SCHEDULE. Employees authorized by the City Manager, department director or designee to be available for return to work on an on-call basis during non-work hours will receive $175 per week, for seven (7) consecutive days of standby. If an employee assigned to standby fails to respond when contacted, then the employee may be removed from the Standby List. Standby is not considered time worked and not subject to overtime under FLSA.

Employees on Standby status shall be required to carry a functioning cell phone and be available to answer all standby calls or return such calls within thirty (30) minutes. If it is determined that the employee must report to work, the employee must respond on scene within one hour of completion of the call. Employees on standby, when ordered to return to work, will be covered by Section 08.03 above. Employees assigned to standby shifts must document their standby week and actual time worked on the appropriate over-time forms and submit completed forms, with their timesheets, to their immediate supervisor for review and approval.

The City will follow the previously established Standby Emergency Overtime Procedures when assigning standby assignments. However, should it be determined that an insufficient number of employees have voluntarily signed up for the standby assignment, the Department Director shall

have the ability to assign standby duty on a rotating basis. The City has the right in its sole discretion to establish, modify, assign, order and eliminate standby assignments based on operational needs.

ARTICLE 09
CAREER DEVELOPMENT PROGRAM

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

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

a. Courses, degrees and certifications must relate to the employee's present job or be directly related to the employee's potential development with the City.

b. Course work taken at recognized and accredited institutions shall be considered for reimbursement. Correspondence courses shall not be eligible. Reimbursement for course work taken at a non-accredited institution shall be subject to approval for reimbursement at the sole and unfettered discretion of the City Manager.

c. Employees shall not receive tuition reimbursement if they fail to satisfactorily complete the approved course and/or fail to receive a grade of "C" or better.

d. In the event an employee receives assistance under federal or state government legislation or other student aid program for education charges for an approved course, only the difference, if any, between such assistance and the education charges an employee actually incurs, shall be eligible for reimbursement under this program.

e. Upon completion of each course, the employee shall be responsible for reporting grades received to the Personnel Department for recording purposes and for supplying a copy of the grade receipt for the employee's personnel file.

Reimbursement for books and registration fees shall be paid upon proof of payment by the employee. Tuition costs shall be reimbursed following completion of the course and submittal of proof for the successful completion of the course as required by this Article. If the City requires the employee to withdraw from the course, the City shall reimburse the employee for the cost of tuition. All payments shall be made as part of the regular City warrant.

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

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

ARTICLE 10
TRAVEL AND MEETING ALLOWANCE

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

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

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

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

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

ARTICLE 11
UNIFORMS

Section 11.01 UNIFORMS PROVIDED.

a. All represented unit members required to wear a uniform or specific work outfit as a condition of their employment shall have such uniforms or work clothes provided and maintained by the City.

b. Employees must remember that they represent the image of the City to the public. Employees are expected to groom and dress in appropriate work attire, in a

reasonably clean and neat manner, which will enable them to perform their job duties and represent the City. [See the City's Dress Code and Appearance Policy]

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

ARTICLE 12
VACATION BENEFIT

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

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

a. 6.7 hours for each month during the first (1st) year of employment (80.4 hours annually).

b. 10.0 hours for each month during the second (2nd) through fifth (5th) year of employment following the probationary period (120.0 hours annually).

c. 13.3 hours for each month during the sixth (6th) through ninth (9th) year of employment following the probationary period (159.6 hours annually).

d. 15.0 hours for each month beginning with the tenth (10th) year of employment following the probationary period (180.8 Hours annually).

Vacation leave shall be deemed to have been accrued by the employee only at the end of the month in which the employee was in service of the City. If employment begins prior to the sixteenth (16th) of the month, vacation leave shall be accrued for that month. If employment begins on or after the sixteenth (16th) of the month vacation leave shall be accrued beginning with the first (1st) day of the following month. If termination occurs prior to the sixteenth (16th) day of the month no vacation leave shall be accrued for that month.

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

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

a. 292.0 hours for the first through fifth year of employment.

b. 384.0 hours for the sixth through ninth year of employment.

c. 432.0 hours beginning with the tenth year of employment.

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

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

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

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

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

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

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

When termination is caused by the death of a represented unit member, said payment for unused vacation shall be paid to the beneficiary designated by such employee. Such designation shall have

been in writing, signed by such employee and filed with the Personnel Department. In the event such employee has not designated a beneficiary, the payment shall be made to the estate of such employee.

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

ARTICLE 13
HOLIDAY BENEFIT

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

New Year's Day
Martin Luther King Day
President's Day
Cesar Chavez Day
Memorial Day
Juneteenth National Independence Day (June 19)
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
One Floating Holiday per calendar year (except for 4/10 work schedules).

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

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

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

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

Section 13.04 HOLIDAY ON WEEKENDS. Should one of the regular scheduled holidays listed in Section 13.01 fall on a Saturday, the preceding Friday shall be observed as the holiday. Should

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

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

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

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

Section 13.08 FLOATING HOLIDAY ACCRUAL. Employees are encouraged to use floating holidays in the same calendar year in which they are accrued. Floating holidays shall accrue to a maximum of 60 hours and a maximum of 40 hours may only be cashed out upon separation (no cash out allowed prior to separation).

ARTICLE 14
OTHER LEAVES

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

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

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

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in this Agreement. The City shall contribute to the employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's authorized leave of absence.

Thereafter, the City shall have no obligation to contribute to an employee's medical health plan, dental and visions or life insurance plan until the employee is reinstated in a permanent position. In no event shall the City contribute toward the employee's dependent health, dental and vision plans. Vacation and sick leave shall not be accrued during an absence without pay.

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

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

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

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

Any employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed three (3) years and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with the City had they not been called to duty. The City shall supplement an employee's pay in an amount equal to the loss in pay between the employee's military pay and the employee's base salary paid by the City (evidence must be shown as to current rate of military pay), as well as contribute to such employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

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

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

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

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

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

Employees hired during the fiscal year period shall have management leave credited as a pro-rated amount equal to 7.416 hours per month commencing with the first month of employment. An Affected Employee shall be allowed to accrue and carry-over management leave up to a maximum of one hundred fifty two (152) hours.

ARTICLE 15
SICK LEAVE

Section 15.01 ELIGIBILITY. Each full-time permanent and probationary full-time employee shall be eligible to accrue sick leave with pay as provided for in this Article. Sick leave shall be utilized solely for illness or medical appointments, preventive care, diagnosis, or for specified purpose (serious health condition, victim of domestic violence, sexual assault or stalking) of a represented unit member or his/her immediate family, meaning spouse, natural or adopted child, brother, sister, parent, step-parent, step-brother, step-sister, domestic partner, grandparent, grandchild, or a designated person. A designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for family care and medical leave.

The City Manager may permit an employee to use sick leave for the illness or medical appointment of an individual not included in the above definition of immediate family, which includes "designated person." The City Manager's decision regarding any request submitted under this

paragraph shall not be subject to the grievance and appeal procedures contained in the City's personnel rules and regulations.

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

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

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

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

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

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

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

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

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

Allowable conversion	Criteria for benefit conversion
100% (60 hours)	Less than or equal to 30 hours of Sick Leave used during a Fiscal Year

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

1. Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.

2. All sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the year calendar prior to the conversion.

3. Employees who submit an election to not participate in the sick leave conversion or who fail to submit an election by December 15th of the calendar year prior to the conversion are deemed to have permanently elected to not participate and will not have such sick leave converted to cash or reported as income for that calendar year.

4. All sick leave conversion requests, except upon separation of employment, will apply only to sick leave hours that will be earned in the calendar year following the year of the request.

5. Employees must maintain a current balance of ninety-six (96) hours of sick leave prior to submitting a conversion request.

6. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in October.

7. A represented unit member having accrued more than 576 hours of sick leave may convert one-third (1/3) of the sick leave hours in excess of 576 hours to vacation leave, rounded to the nearest whole hour. It shall be the responsibility of the employee to notify the Personnel Officer of the desire to convert such hours by December 15th of the calendar year prior to the conversion.

8. Employees hired prior to September 3, 2019 shall continue to participate in this benefit as long as there is available funding. Employees hired on or after September 3, 2019 shall not be eligible for this sick leave conversion benefit.

Section 15.05 SICK LEAVE ON RESIGNATION. Represented unit members with more than five (5) years of full-time employment with the City shall be permitted, at the time of his/her

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

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

ARTICLE 16
INSURANCE AND RELATED BENEFITS

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

Section 16.02 FLEXIBLE BENEFITS PLAN. The City shall implement a flexible benefit plan and provide a specific dollar amount each month to each eligible employee to use towards the purchase of health benefits, on a pre-tax bases, as follows:

a. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents ($1,080.36) to use towards the purchase of medical, dental, vision insurance through the program offered by the City.

   Employees hired prior to October 18, 2018, may have the option of receiving remaining/ unspent funds as taxable income or cash, after satisfying the benefit enrollment criteria.

   Employees hired after October 18, 2018, may have the option of designating remaining/ unspent funds to the employees voluntary deferred compensation account, after satisfying the benefit enrollment criteria. Employees will not receive any cash payout of flexible benefit contributions.

b. Effective first pay date of January 2024, the Flexible Benefit Contribution shall be increased from One Thousand Eighty Dollars and Thirty-six Cents ($1,080.36) per month to One Thousand Four Hundred Eighty Dollars and Thirty-Six cents. ($1,480.36) per month.

c. Effective first pay date of January 2025, the Flexible Benefit Contribution per month per full time employee shall be increased from One Thousand Four Hundred Eighty Dollars and Thirty-Six cents ($1,480.36) per month to One Thousand Six Hundred Eighty Dollars and Thirty-Six cents ($1,680.36) per month.

d. Regardless of hire date, increases to the monthly flexible benefit contribution shall have no cash value and shall be used for the purchase of City sponsored health benefit premiums (i.e., medical, dental, vision, and health spending account) only.

e. Employees hired by the City prior to October 18, 2018, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits (medical, dental or vision insurance) shall receive the cash equivalent to the Flexible Benefit Contribution maximum of up to $1,080.36 per month, in lieu of medical, dental or vision insurance coverage. New employees hired by the City after October 18, 2018, who provide evidence of comparable medical coverage, satisfactory to the City, may opt out of City sponsored health benefits and have a maximum of up to $1,080.36 per month of the Flexible Benefit Contribution designated to the employees voluntary deferred compensation account offered by the City account, upon written option from the employee to the Human Resources. New Employees shall not receive cash equivalent in lieu of medical, dental or vision insurance.

f. The Flexible Benefits Contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Employees may allocate any remaining amount of their flexible benefits contribution among the following City sponsored programs:

    1. Dependent Insurance
    2. Additional Life Insurance
    3. Section 125 Program - Flexible Spending Account

g. Should a State or Federal agency (such as the IRS or DOL) or court of competent jurisdiction A) issue new guidelines to clarify the amounts of cash in lieu allowable for "qualified" cafeteria plans, or B) specifically rule or advise on the "qualified" or "Bona Fide" status of the City's Flexible Benefit plan or its cash-in-lieu/opt out provisions fail to meet the "incidental" criteria under a cafeteria plan, then the parties shall promptly meet and confer as a reopener to the contract over any changes to this Section required by such ruling in order to maintain the "qualified" status of the Plan or meet the "incidental" criteria.

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

a. The City shall contribute the full amount of the premium for employee for a $50,000 term life insurance.

b. The City shall contribute the full amount of the premium for employee for Long-Term Disability insurance.

c. The City shall contribute the full amount of the premium for employee for an Employee Assistance Program.

Section 16.03 SECTION 125 PROGRAM. (Allows benefits to be paid from pre-tax dollars.) The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and the Majority Representative Employee Organization. The Section 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation are to be paid by the employee.

Section 16.04 DEFERRED COMPENSATION. The City shall make available to all represented unit members deferred compensation programs under the International City Management Association Retirement Corporation or the Public Employees Benefit Services Corporation. Said programs shall be for voluntary contributions by the employee. In accordance with Section 16.02.d., flexible benefit contributions not used for the purchase of health benefits may be contributed to the employee's deferred compensation account upon written option by the employee to the Human Resources Department.

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

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

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

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

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

a. If the injury is an emergency occurring after 5:00 p.m. and before 8:00 a.m., Monday through Friday, or on Saturday, Sunday or legal holidays, the employee should be taken to the City's designated medical provider.

b. If the injury occurs during normal business hours, the Personnel Officer should be contacted immediately to arrange for the proper medical attention for the employee in non-emergency cases. The employee or Department Head should not arrange for a doctor's appointment.

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

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

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

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

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

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

ARTICLE 17
RETIREMENT BENEFIT

Section 17.01 CalPERS MEMBERSHIP. The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and employee

eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each represented unit member shall pay the entire member contribution required under the City's benefit formula as set forth below.

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

a. Section 21354: 2% at 55 retirement- Full Formula

b. Section 21574: Fourth Level of 1959 Survivors Program

c. Section 21042: Military Service as Public Service

d. Section 20037: Three Years Final compensation. Any affected unit members that have retired prior to City Council and CalPERS' approval of using the highest average annual compensation earnable by a member during three consecutive years of employment are not subject to this change, and shall remain at their current benefit level.

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

ARTICLE 18
GRIEVANCES

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

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

Employee discipline.

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

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

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

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

Types of equipment or technology to be used.

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

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

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

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

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

Establishment and approved modifications of job classifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 18.11 FORMAL GRIEVANCE PROCEDURE.

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

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

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

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

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

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

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

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

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

ARTICLE 20
EMERGENCY WAIVER PROVISION

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

ARTICLE 21
SEVERABILITY PROVISION

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

ARTICLE 22
TERM OF AGREEMENT

Section 22.01 TERM ESTABLISHED. The term of this Agreement shall commence on July 1, 2023 and shall continue in full force and effect until June 30, 2025.

ARTICLE 23
RATIFICATION AND EXECUTION

Section 23.01 RECOMMENDATION TO COUNCIL AND ADOPTION. The City's representatives and the Majority Representative Employee Organization have reached an understanding as to certain recommendations to be presented to the City Council for the City of Lawndale for determination and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The Majority Representative Employee Organization also represents and affirms that on February 15, 2024, its members voted to ratify the Tentative Agreement which contains the deal points of this Agreement. The City and the Majority Representative Employee Organization acknowledge that this Agreement shall not be in full force and effect until adoption by the City Council of the City.

ARTICLE 24
POLYGRAPHS

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

ARTICLE 25
RE-OPENERS

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

a. Changes and/or revisions to the City's Personnel Rules and Regulations;

b. Changes and/or revisions to the City's Employer-Employee Relations Resolution(s).

c. Impacts of any classification and compensation recommendations.

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

ARTICLE 26
SICK LEAVE FOR PART-TIME EMPLOYEES

The purpose of this Article 26 is to establish a paid sick leave policy, in conformance with the requirements of the Healthy Workplace Healthy Family Act of 2014 (the "Act," which added Labor Code Sections 245-249 and amended Labor Code Section 2810.5 and Sections 245.5, 246, and 246.5) applicable to all qualifying part-time City employees, who are not otherwise eligible for paid sick leave under Article 15 of this Agreement.

Section 26.01 ELIGIBILITY. Part-time employees who have worked for 30 or more days for the City within a year shall be eligible to accrue and use paid sick leave in accordance with the requirements of the Act, codified as Labor Code Sections 245-249 and 2810.5, and as provided for in this Article. Regular, benefited employees are eligible for paid sick leave under Article 15 of this Agreement and the City's Personnel Rules and Regulations and shall not be eligible for additional sick leave as described in this Article.

Section 26.02 ACCRUAL. Beginning on January 1, 2024, all eligible employees will accrue sick leave at the rate of one hour for every 30 hours worked up to a maximum accrual of 40 hours/5 days per year. An employee shall be eligible to use accrued paid sick time beginning on the 90th day of employment, defined as the number of days worked. Although not required pursuant to Labor Code § 246(d), accrued sick leave shall carry over to the following fiscal year, with a maximum accrual cap of 80 hours. In the event a part-time employee's work schedule is such that five (5) work days would exceed 40 hours, such employee shall be provided with five (5) days paid sick leave as required by the Act.

Part-time employees hired prior to January 1, 2024, will carry over any existing banked sick leave up to the prior cap of 48 hours. Such employees may then accrue additional leave, at the rate of 1 hour for 30 hours worked, up to the 80-hour cap.

Section 26.03 USAGE.

a. In accordance with the Act, a part-time employee may use accrued paid sick leave in a 12-month period for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care of an employee's family member or designated person, including:
  - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
  - Spouse or Registered Domestic Partner
  - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
  - Grandparent
  - Grandchild.
  - Sibling
  - Designated person (a person identified by the employee at the time the employee requests to use paid sick days for that person). Once an employee has requested use of sick leave for a "designated person," the City may prohibit the employee from using sick leave in the same 12-month period for anyone other than that "designated person" who is not a "family member."
- For a part-time employee who is the victim of domestic violence, sexual assault, or stalking, the purposes described in California Labor Code Sections 230(c) and 230.1(a) (including subsequent amendment.)

b. A part-time employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

c. A part-time employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

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

Section 26.05 CARRYOVER UPON APPOINTMENT TO FULL TIME POSITION. Notwithstanding Section 26.04 above, in the event a part-time employee is appointed to a full-time

position with the City, that employee shall be entitled to carry over to the full-time position any accrued sick leave, up to the maximum accrual cap of 80 hours.

Section 26.06 SEPARATION AND RE-HIRE. If a part-time employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by the Act. However, if a re-hired part-time employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used. In no event shall a re-hired part-time employee be eligible to accrue more than 40 hours of sick leave in a single fiscal year.

CITY OF LAWNDALE

Katy Suttorp, Chief Negotiator

Raylette Felton, Human Resources Director

MAJORITY REPRESENTATIVE
EMPLOYEE ORGANIZATION
AFSCME LOCAL 1895, AFL-CIO

Bob Adams, Chief Negotiator, Council 36

Jared Chavez, President

Jamie Rodriguez, Vice President

Jack Martin, Bargaining Committee

Grace Huizar, Bargaining Committee

Gregory Williams, Bargaining Committee

ATTACHMENT A

CITY OF LAWNDALE						
2023-2024 Salary Schedule (2% effective 07/01/2023)						
MID-MANAGEMENT UNIT						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Deputy City Clerk	74	$5,734	$6,021	$6,322	$6,638	$6,970
Assistant Planner	79	$6,027	$6,328	$6,644	$6,976	$7,325
Grant/Economic Dev Coordinator	82	$6,209	$6,520	$6,846	$7,188	$7,547
Community Services Supervisor	86	$6,461	$6,784	$7,124	$7,480	$7,854
Administrative Analyst	87	$6,526	$7,195	$7,195	$7,555	$7,932
Assistant Engineer	87	$6,526	$7,195	$7,195	$7,555	$7,932
Municipal Services Supervisor	93	$6,927	$7,274	$7,637	$8,019	$8,420
Maintenance Supervisor	96	$7,137	$7,494	$7,869	$8,262	$8,675
Senior Management Analyst	97	$7,209	$7,569	$7,948	$8,345	$8,762
Associate Planner	98	$7,281	$7,645	$8,027	$8,428	$8,850
Associate Engineer	107	$7,963	$8,361	$8,779	$9,218	$9,679
Senior Planner	109	$8,123	$8,529	$8,955	$9,403	$9,873
Cable Television Supervisor	113	$8,453	$8,875	$9,319	$9,785	$10,274
Community Development Manager	120	$9,062	$9,516	$9,991	$10,491	$11,015
Accounting Manager	121	$9,153	$9,611	$10,091	$10,596	$11,126
Municipal Services Manager	125	$9,525	$10,001	$10,501	$11,026	$11,577
Community Services Manager	125	$9,525	$10,001	$10,501	$11,026	$11,577

CITY OF LAWNDALE						
2024-2025 Salary Schedule (2% effective 07/01/2024)						
MID-MANAGEMENT UNIT						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Deputy City Clerk	76	$5,849	$6,021	$6,322	$6,638	$6,970
Assistant Planner	81	$6,148	$6,328	$6,644	$6,976	$7,325
Grant/Economic Dev Coordinator	84	$6,334	$6,651	$6,983	$7,332	$7,699
Community Services Supervisor	88	$6,591	$6,921	$7,267	$7,630	$8,012
Administrative Analyst	89	$6,657	$6,990	$7,339	$7,706	$8,092
Assistant Engineer	89	$6,657	$6,990	$7,339	$7,706	$8,092
Municipal Services Supervisor	95	$7,067	$7,420	$7,791	$8,180	$8,590
Maintenance Supervisor	98	$7,281	$7,645	$8,027	$8,428	$8,850
Senior Management Analyst	99	$7,354	$7,721	$8,107	$8,513	$8,938
Associate Planner	100	$7,427	$7,798	$8,188	$8,598	$9,028
Associate Engineer	109	$8,123	$8,529	$8,955	$9,403	$9,873
Senior Planner	111	$8,286	$8,700	$9,135	$9,592	$10,072
Cable Television Supervisor	115	$8,623	$9,054	$9,506	$9,982	$10,481
Community Development Manager	122	$9,245	$9,707	$10,192	$10,702	$11,237
Accounting Manager	123	$9,337	$9,804	$10,294	$10,809	$11,349
Municipal Services Manager	127	$9,716	$10,202	$10,712	$11,248	$11,810
Community Services Manager	127	$9,716	$10,202	$10,712	$11,248	$11,810

ATTACHMENT B

CITY OF LAWNDALE						
2023-2024 Salary Schedule (2% effective 07/01/2023)						
CLASSIFIED UNIT (CL)						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Senior Nutrition Specialist	6	$2,915	$3,061	$3,214	$3,374	$3,543
Maintenance Worker I	40	$4,088	$4,293	$4,507	$4,733	$4,969
Municipal Services Officer I	40	$4,088	$4,293	$4,507	$4,733	$4,969
Transit Operator	42	$4,170	$4,379	$4,598	$4,828	$5,069
Maintenance Worker II	52	$4,607	$4,837	$5,079	$5,333	$5,600
Accounting Specialist	53	$4,653	$4,885	$5,130	$5,386	$5,655
Building Permit Specialist	59	$4,939	$5,186	$5,445	$5,718	$6,003
Municipal Services Officer II	60	$4,988	$5,238	$5,500	$5,775	$6,063
Office /Personnel Assistant	61	$5,038	$5,290	$5,555	$5,832	$6,124
Administrative Assistant II	61	$5,038	$5,290	$5,555	$5,832	$6,124
Recreation Coordinator	61	$5,038	$5,290	$5,555	$5,832	$6,124
Community Services Coordinator	61	$5,038	$5,290	$5,555	$5,832	$6,124
Accounting / Payroll Specialist	64	$5,191	$5,451	$5,723	$6,009	$6,310
Maintenance Worker III	68	$5,402	$5,672	$5,955	$6,253	$6,566
Code Enforcement Officer I	73	$5,677	$5,961	$6,259	$6,572	$6,901
Engineering Technician	73	$5,677	$5,961	$6,259	$6,572	$6,901
Public Works Inspector	74	$5,734	$6,021	$6,322	$6,638	$6,970
Code Enforcement Officer II	79	$6,027	$6,328	$6,644	$6,976	$7,325
Executive Assistant	87	$6,526	$6,852	$7,195	$7,555	$7,932
PART-TIME EMPLOYEES HOURLY (PT)						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Delivery Worker	3	$16.32	$17.14	$17.99	$18.89	$19.84
Recreation Leader	3	$16.32	$17.14	$17.99	$18.89	$19.84
Senior Recreation Leader	6	$16.82	$17.66	$18.54	$19.47	$20.44
CATV Production Assistant	35	$22.44	$23.56	$24.74	$25.98	$27.28
Office Assistant	38	$23.12	$24.28	$25.49	$26.77	$28.10
Maintenance Worker I	40	$23.59	$24.77	$26.00	$27.30	$28.67
Municipal Services Officer I	40	$23.59	$24.77	$26.00	$27.30	$28.67
Transit Operator	42	$24.06	$25.26	$26.53	$27.85	$29.25
CATV Production Assistant II	45	$24.79	$26.03	$27.33	$28.70	$30.13
Emergency Preparedness Coordinator	51	$26.31	$27.63	$29.01	$30.46	$31.98
Municipal Services Officer II	60	$28.78	$30.22	$31.73	$33.32	$34.98
Code Enforcement Officer I	73	$32.75	$34.39	$36.11	$37.92	$39.81
Associate Planner	98	$42.00	$44.10	$46.31	$48.63	$51.06

CITY OF LAWNDALE						
2024-2025 Salary Schedule (2% effective 07/01/2024)						
CLASSIFIED UNIT (CL)						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Senior Nutrition Specialist	8	$2,973	$3,122	$3,278	$3,442	$3,614
Maintenance Worker I	42	$4,170	$4,379	$4,598	$4,828	$5,069
Municipal Services Officer I	42	$4,170	$4,379	$4,598	$4,828	$5,069
Transit Operator	44	$4,254	$4,467	$4,690	$4,925	$5,171
Maintenance Worker II	54	$4,699	$4,934	$5,181	$5,440	$5,712
Accounting Specialist	55	$4,746	$4,984	$5,233	$5,494	$5,769
Building Permit Specialist	61	$5,038	$5,290	$5,555	$5,832	$6,124
Municipal Services Officer II	62	$5,089	$5,343	$5,610	$5,891	$6,185
Office /Personnel Assistant	63	$5,140	$5,397	$5,666	$5,950	$6,247
Administrative Assistant II	63	$5,140	$5,397	$5,666	$5,950	$6,247
Recreation Coordinator	63	$5,140	$5,397	$5,666	$5,950	$6,247
Community Services Coordinator	63	$5,140	$5,397	$5,666	$5,950	$6,247
Accounting / Payroll Specialist	66	$5,295	$5,560	$5,838	$6,130	$6,436
Maintenance Worker III	70	$5,510	$5,786	$6,075	$6,379	$6,698
Code Enforcement Officer I	75	$5,791	$6,081	$6,385	$6,704	$7,039
Engineering Technician	75	$5,791	$6,081	$6,385	$6,704	$7,039
Public Works Inspector	76	$5,849	$6,142	$6,449	$6,771	$7,110
Code Enforcement Officer II	81	$6,148	$6,455	$6,778	$7,117	$7,473
Executive Assistant	89	$6,657	$6,990	$7,339	$7,706	$8,092
PART-TIME EMPLOYEES HOURLY (PT)						
Current Job Title	**New Range**	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
Delivery Worker	5	$16.65	$17.48	$18.36	$19.27	$20.24
Recreation Leader	5	$16.65	$17.48	$18.36	$19.27	$20.24
Senior Recreation Leader	8	$17.15	$18.01	$18.91	$19.86	$20.85
CATV Production Assistant	37	$22.89	$24.04	$25.24	$26.50	$27.83
Office Assistant	40	$23.59	$24.77	$26.00	$27.30	$28.67
Maintenance Worker I	42	$24.06	$25.26	$26.53	$27.85	$29.25
Municipal Services Officer I	42	$24.06	$25.26	$26.53	$27.85	$29.25
Transit Operator	44	$24.54	$25.77	$27.06	$28.41	$29.83
CATV Production Assistant II	47	$25.29	$26.55	$27.88	$29.27	$30.74
Emergency Preparedness Coordinator	53	$26.84	$28.19	$29.59	$31.07	$32.63
Municipal Services Officer II	62	$29.36	$30.83	$32.37	$33.99	$35.68
Code Enforcement Officer I	75	$33.41	$35.08	$36.84	$38.68	$40.61
Associate Planner	100	$42.85	$44.99	$47.24	$49.60	$52.08

ATTACHMENT C

ATTACHMENT "C"

4/10 Work Schedule

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

- Workdays –Monday through Thursday; Closed every Friday.
- Standard Hours: 7:00 a.m. to 6:00 p.m.
- One-(1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks which cannot be combined with each other or with the lunch period to extend either the break or the lunch period. This provision does not apply to the Public Works Department: Maintenance Field Operations and Inspection
- The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.
- Municipal Services Department: Code Enforcement, Parking and Animal Control services provide coverage 7 days per week, with full-time employees working staggered 4 day weeks (some with flexed hours) and part-time employees working primarily, weekends and hours outside the 7 a.m. to 6 p.m. standard day. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.
- Public Works Department: Maintenance Field Operations and Inspection services provide coverage 7 days per week, with full-time employees working a staggered four (4) day work week (some with flexed hours), five (5) days per week (Monday through Friday), standard work hours of 6:00 am to 4:30 pm, with a half hour unpaid lunch break. A minimum of three (3) Maintenance Workers shall be on duty on the days of reduced staffing. Full-time Maintenance Worker assigned to the Community Center will continue to work the 5/40 work schedule and the part-time weekend Maintenance Workers assigned to graffiti removal and Community Center schedules will remain the same. The workday, after hour, and weekend coverage shall be maintained in case of emergencies, in compliance with the Standby Pay provision outlined and introduced in Section 08.05 and as established in the department's Standby Emergency Overtime Procedures. Additional flex schedules, assignments, and/or shifts may be needed to accommodate the work assignment and/or supervision of shifts and will be determined by Department Director. The Department Director may establish leave request parameters, such as minimum advance timing and limitation on overlapping leave requests and may disapprove leave requests based on operational needs. The Department Director to provide a detailed schedule.
- Overtime will be all hours worked in excess of ten (10) hours a day or forty (40) hours per week, unless an employee is working a flex schedule, as defined in Section 07.18 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.

- Vacation is earned based on years of employment, as outline in Section 12.02).

- Sick Leave is earned in 10-hour increments.

- If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.

- Employees on the 4/10 schedule shall have the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

- Unlike those employees on a 5/40 schedule or 9/80 schedule, employees on the 4/10 schedule do not receive the single Floating Holiday as set forth in Section 13.01.

- Observance of Holidays: If a City holiday falls on a Friday, the preceding Thursday is *observed* as a paid holiday, for Monday through Thursday 4/10 schedule and the Friday holiday is observed on the actual holiday for Tuesday through Friday 4/10 schedule. If a City holiday falls on a Sunday, the following Monday is *observed* as a paid holiday, for Monday through Thursday 4/10 schedule and the Tuesday through Friday 4/10 schedule will receive a floating holiday.

- Holidays are earned/accrued in 10-hour increments.

- If a City holiday falls on a regularly scheduled day off for an employee working a 4/10 schedule only, and that holiday is not observed as a paid holiday Monday through Friday, then he or she is credited with a floating holiday.

- Use of floating holidays is subject to the approval of the department director and to be coordinated within each department to ensure adequate staffing at all times.

- When a represented unit member is assigned to jury service requiring the employee report on a Friday, or regularly scheduled day off, the employee and department head may implement a flex scheduling program, to ensure that jury service is completed appropriately, that the employee is compensated according to Section 14.05 above, and to ensure that the employee has worked 40 hours in a week. This flexible schedule may include, but not be limited to, working 5/40 type schedules.

ATTACHMENT D

ATTACHMENT "D"

9/80 ALTERNATIVE WORK SCHEDULE

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

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

1. The work schedule consists of an eighty (80) work hour period, with nine (9) work days in fourteen (14) consecutive calendar days. The work schedule is comprised of four (4) nine (9) hour days per week and one (1) eight (8) hour work day every other week.

2. Employees working the 9/80 alternative work schedule shall have a thirty (30) minute unpaid lunch period added to the work day.

3. The workweek shall be defined (for FLSA purposes) as beginning four (4) hours into the employee's eight (8) hour shift (i.e. halfway through shift) on the same day of week as their alternating regular day off, in such a manner that the workweek does not exceed 40 hours.

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

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

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

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

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

5. Sick leave and holidays are earned in 9 hour increments.

6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.

7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday).

8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.

9. If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.

10. 10. Community Services Department: senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks, facility rental, senior services programs, etc. will continue to be open 7 days per week, staffed by both full-time and part-time employees, working various work schedules. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director. The department director to provide a detailed schedule.

ATTACHMENT E

Union Information Form

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

Union/ Association: _____

EMPLOYEE EMPLOYMENT INFORMATION

Name: _____

Position/Title _____

Department/ Division: _____

Work Phone: _____

EMPLOYEE PERSONAL CONTACT INFORMATION

Home Address: _____

Home Phone: _____ Personal Cell Phone: _____

Personal Email: _____ Date of Birth _____

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

Employee Signature: _____

Date: _____

HR009242018

ATTACHMENT F

CITY OF LAWNDALE
FORMAL GRIEVANCE FORM

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

STEP I- FORMAL WRITTEN GRIEVANCE

EMPLOYEE NAME: _____ **CLASSIFICATION:** _____

DEPARTMENT: _____ **IMMEDIATE SUPERVISOR:** _____

EMPLOYEE ORGANIZATION: _____ **DATE:** _____

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

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

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

_____ _____

EMPLOYEE'S SIGNATURE **DATE**

_____ _____

EMPLOYEE'S REPRESENTATIVE (if applicable) **DATE**

THIS SECTION TO BE COMPLETED BY DEPARTMENT HEAD

RECEIVED BY: _____ **DATE:** _____

DEPARTMENT HEAD'S RESPONSE:

_____ _____

DEPARTMENT HEAD SIGNATURE **DATE**

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

PAGE 1

CITY OF LAWNDALE
FORMAL GRIEVANCE FORM

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

STEP II- FORMAL GRIEVANCE

THIS SECTION TO BE COMPLETED BY PERSONNEL OFFICER

RECEIVED BY: _____ **DATE:** _____

PERSONNEL OFFICER RESPONSE:

_____
PERSONNEL OFFICER SIGNATURE

_____
DATE

STEP III- FORMAL GRIEVANCE

THIS SECTION TO BE COMPLETED BY CITY MANAGER OR DESIGNEE

RECEIVED BY: _____ **DATE:** _____

CITY MANAGER RESPONSE:

_____
CITY MANAGER SIGNATURE

_____
DATE

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

PAGE 2

ATTACHMENT 3

Resolution No. CC-2403-058

Resolution of the City Council of the City of Lawndale, California, Adopting the Second Amendment to the City-wide Salary and Pay Schedule for Fiscal Year 2023-2024, with Exhibit "A"

RESOLUTION NO. CC-2403-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA APPROVING A SECOND AMENDMENT TO THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE AS REQUIRED BY CALPERS FOR FISCAL YEAR 2023-2024

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

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

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

WHEREAS, the City Council approved Resolution No. CC-2308-034 and Resolution No. CC-2311-045, adopting a publicly available pay schedule for the period covering fiscal year 2023 through 2024; and

WHEREAS, the City Council of the City now desires to amend the pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 to reflect changes made to reflect changes made to certain salaries, which will become effective retroactive to July 1, 2023.

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby amended and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 effective upon the City Council's approval and adoption of the 2023-2024 Memorandum of Understanding between the City of Lawndale ("City") and the American Federation of State, County, And Municipal Employees Union, Council 36, Local 1895.

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

PASSED, APPROVED AND ADOPTED this 4th day of March, 2024.

_____

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2403-058 at a regular meeting of said Council held on the 4th day of March, 2024, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT "A"

CITY OF LAWNDALE CITY-WIDE SALARY/ PAY SCHEDULE SECOND AMENDMENT FOR FISCAL YEAR 2023-2024

CITYWIDE SALARY AND PAY SCHEDULE
FISCAL YEAR 2023-24

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2002	Deputy City Clerk	74	$5,734	$68,809	$6,021	$72,249	$6,322	$75,862	$6,638	$79,655	$6,970	$83,637	AFSCME MID-MANAGEMENT UNIT (MM)
5006	Assistant Planner	79	$6,027	$72,319	$6,328	$75,935	$6,644	$79,731	$6,976	$83,718	$7,325	$87,904	AFSCME MID-MANAGEMENT UNIT (MM)
5003	Grant/Economic Dev Coordinator	82	$6,209	$74,510	$6,520	$78,256	$6,846	$82,147	$7,188	$86,255	$7,547	$90,567	AFSCME MID-MANAGEMENT UNIT (MM)
3003	Community Services Supervisor	86	$6,461	$77,555	$6,784	$81,412	$7,124	$85,483	$7,480	$89,757	$7,854	$94,245	AFSCME MID-MANAGEMENT UNIT (MM)
1002	Administrative Analyst	87	$6,526	$78,311	$7,195	$86,338	$7,195	$86,338	$7,555	$90,654	$7,932	$95,187	AFSCME MID-MANAGEMENT UNIT (MM)
7003	Assistant Engineer	87	$6,526	$78,311	$7,195	$86,338	$7,195	$86,338	$7,555	$90,654	$7,932	$95,187	AFSCME MID-MANAGEMENT UNIT (MM)
6003	Municipal Services Supervisor	93	$6,927	$83,128	$7,274	$87,285	$7,637	$91,649	$8,019	$96,252	$8,420	$101,043	AFSCME MID-MANAGEMENT UNIT (MM)
8001	Maintenance Supervisor	96	$7,137	$85,647	$7,494	$89,930	$7,869	$94,426	$8,262	$99,147	$8,675	$104,105	AFSCME MID-MANAGEMENT UNIT (MM)
1010	Senior Management Analyst	97	$7,209	$86,504	$7,569	$90,829	$7,948	$95,370	$8,345	$100,139	$8,762	$105,146	AFSCME MID-MANAGEMENT UNIT (MM)
5005	Associate Planner	98	$7,281	$87,369	$7,645	$91,737	$8,027	$96,324	$8,428	$101,140	$8,850	$106,197	AFSCME MID-MANAGEMENT UNIT (MM)
7002	Associate Engineer	107	$7,963	$95,554	$8,361	$100,332	$8,779	$105,348	$9,218	$110,616	$9,679	$116,147	AFSCME MID-MANAGEMENT UNIT (MM)
5004	Senior Planner	109	$8,123	$97,475	$8,529	$102,348	$8,955	$107,466	$9,403	$112,839	$9,873	$118,481	AFSCME MID-MANAGEMENT UNIT (MM)
9001	Cable Television Supervisor	113	$8,455	$101,435	$8,875	$106,504	$9,319	$111,829	$9,785	$117,421	$10,274	$123,292	AFSCME MID-MANAGEMENT UNIT (MM)
5002	Community Development Manager	120	$9,062	$108,749	$9,516	$114,187	$9,991	$119,896	$10,491	$125,891	$11,015	$132,186	AFSCME MID-MANAGEMENT UNIT (MM)
4002	Accounting Manager	121	$9,158	$109,837	$9,611	$115,329	$10,091	$121,095	$10,596	$127,150	$11,126	$133,507	AFSCME MID-MANAGEMENT UNIT (MM)
6002	Municipal Services Manager	125	$9,525	$114,297	$10,001	$120,012	$10,501	$126,012	$11,026	$132,313	$11,577	$138,928	AFSCME MID-MANAGEMENT UNIT (MM)
3002	Community Services Manager	125	$9,525	$114,297	$10,001	$120,012	$10,501	$126,012	$11,026	$132,313	$11,577	$138,928	AFSCME MID-MANAGEMENT UNIT (MM)
3006	Senior Nutrition Specialist	6	$2,915	$34,978	$3,061	$36,726	$3,214	$38,563	$3,374	$40,491	$3,543	$42,516	AFSCME CLASSIFIED UNIT (CL)
8004	Maintenance Worker I	40	$4,088	$49,059	$4,293	$51,512	$4,507	$54,087	$4,733	$56,792	$4,969	$59,631	AFSCME CLASSIFIED UNIT (CL)
6005	Municipal Services Officer I	40	$4,088	$49,059	$4,293	$51,512	$4,507	$54,087	$4,733	$56,792	$4,969	$59,631	AFSCME CLASSIFIED UNIT (CL)
3011	Transit Operator	42	$4,170	$50,045	$4,379	$52,547	$4,598	$55,174	$4,828	$57,933	$5,069	$60,830	AFSCME CLASSIFIED UNIT (CL)
8003	Maintenance Worker II	52	$4,607	$55,281	$4,837	$58,045	$5,079	$60,947	$5,333	$63,994	$5,600	$67,194	AFSCME CLASSIFIED UNIT (CL)
4005	Accounting Specialist	55	$4,655	$55,833	$4,885	$58,625	$5,130	$61,556	$5,386	$64,634	$5,655	$67,856	AFSCME CLASSIFIED UNIT (CL)
5008	Building Permit Specialist	59	$4,939	$59,268	$5,186	$62,252	$5,445	$65,343	$5,718	$68,611	$6,003	$72,041	AFSCME CLASSIFIED UNIT (CL)
6004	Municipal Services Officer II	60	$4,988	$59,861	$5,238	$62,854	$5,500	$65,997	$5,775	$69,297	$6,063	$72,761	AFSCME CLASSIFIED UNIT (CL)
1004	Office /Personnel Assistant	61	$5,038	$60,460	$5,290	$63,483	$5,555	$66,657	$5,832	$69,990	$6,124	$73,489	AFSCME CLASSIFIED UNIT (CL)
1005	Administrative Assistant II	61	$5,038	$60,460	$5,290	$63,483	$5,555	$66,657	$5,832	$69,990	$6,124	$73,489	AFSCME CLASSIFIED UNIT (CL)
3004	Recreation Coordinator	61	$5,038	$60,460	$5,290	$63,483	$5,555	$66,657	$5,832	$69,990	$6,124	$73,489	AFSCME CLASSIFIED UNIT (CL)
4004	Community Services Coordinator	61	$5,038	$60,460	$5,290	$63,483	$5,555	$66,657	$5,832	$69,990	$6,124	$73,489	AFSCME CLASSIFIED UNIT (CL)
4003	Accounting / Payroll Specialist	64	$5,191	$62,292	$5,451	$65,406	$5,723	$68,677	$6,009	$72,110	$6,310	$75,716	AFSCME CLASSIFIED UNIT (CL)
8002	Maintenance Worker III	68	$5,402	$64,821	$5,672	$68,062	$5,955	$71,465	$6,253	$75,038	$6,566	$78,790	AFSCME CLASSIFIED UNIT (CL)
6008	Code Enforcement Officer I	73	$5,677	$68,127	$5,961	$71,534	$6,259	$75,111	$6,572	$78,866	$6,901	$82,809	AFSCME CLASSIFIED UNIT (CL)
7004	Engineering Technician	73	$5,677	$68,127	$5,961	$71,534	$6,259	$75,111	$6,572	$78,866	$6,901	$82,809	AFSCME CLASSIFIED UNIT (CL)
1102	Public Works Inspector	74	$5,734	$68,809	$6,021	$72,249	$6,322	$75,862	$6,638	$79,655	$6,970	$83,637	AFSCME CLASSIFIED UNIT (CL)
6009	Code Enforcement Officer II	79	$6,027	$72,319	$6,328	$75,935	$6,644	$79,731	$6,976	$83,718	$7,325	$87,904	AFSCME CLASSIFIED UNIT (CL)
1006	Executive Assistant	87	$6,526	$78,311	$6,852	$82,226	$7,195	$86,338	$7,555	$90,654	$7,932	$95,187	AFSCME CLASSIFIED UNIT (CL)

Job ID	Current Job Title	Range	Hourly	Hourly	Hourly	Hourly	Hourly	Bargaining Group
3008	Delivery Worker	3	$16.32	$17.14	$17.99	$18.89	$19.84	PART-TIME EMPLOYEES HOURLY (PT)
3005	Recreation Leader	3	$16.32	$17.14	$17.99	$18.89	$19.84	PART-TIME EMPLOYEES HOURLY (PT)
3010	Senior Recreation Leader	6	$16.82	$17.66	$18.54	$19.47	$20.44	PART-TIME EMPLOYEES HOURLY (PT)
9003	CATV Production Assistant	35	$22.44	$23.56	$24.74	$25.98	$27.28	PART-TIME EMPLOYEES HOURLY (PT)
1007	Office Assistant	38	$23.12	$24.28	$25.49	$26.77	$28.10	PART-TIME EMPLOYEES HOURLY (PT)
8005	Maintenance Worker I	40	$23.59	$24.77	$26.00	$27.30	$28.67	PART-TIME EMPLOYEES HOURLY (PT)
6006	Municipal Services Officer I	40	$23.59	$24.77	$26.00	$27.30	$28.67	PART-TIME EMPLOYEES HOURLY (PT)
3012	Transit Operator	42	$24.06	$25.26	$26.53	$27.85	$29.25	PART-TIME EMPLOYEES HOURLY (PT)
9002	CATV Production Assistant II	45	$24.79	$26.03	$27.33	$28.70	$30.13	PART-TIME EMPLOYEES HOURLY (PT)
1103	Emergency Preparedness Coordinator	51	$26.31	$27.63	$29.01	$30.46	$31.98	PART-TIME EMPLOYEES HOURLY (PT)
6007	Municipal Services Officer II	60	$28.78	$30.22	$31.73	$33.32	$34.98	PART-TIME EMPLOYEES HOURLY (PT)
6010	Code Enforcement Officer I	73	$32.75	$34.39	$36.11	$37.92	$39.81	PART-TIME EMPLOYEES HOURLY (PT)
5007	Associate Planner	98	$42.00	$44.10	$46.31	$48.63	$51.06	PART-TIME EMPLOYEES HOURLY (PT)

CITYWIDE SALARY AND PAY SCHEDULE
FISCAL YEAR 2023-24

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2001	Assistant City Clerk	125	$9,337	$112,045	$9,804	$117,647	$10,294	$123,529	$10,809	$129,706	$11,349	$136,191	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1008	Deputy CM Human Resources Director	160	$13,493	$161,913	$14,167	$170,009	$14,876	$178,509	$15,620	$187,435	$16,401	$196,806	CENTRAL MANAGEMENT EMPLOYEES (CMT)
6001	Director of Municipal Services	142	$11,280	$135,362	$11,844	$142,130	$12,436	$149,237	$13,058	$156,699	$13,711	$164,533	CENTRAL MANAGEMENT EMPLOYEES (CMT)
3001	Director of Community Services	142	$11,280	$135,362	$11,844	$142,130	$12,436	$149,237	$13,058	$156,699	$13,711	$164,533	CENTRAL MANAGEMENT EMPLOYEES (CMT)
5001	Director of Community Development	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)
4001	Director of Finance/ City Treasurer	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1100	Director of Public Works/ City Engineer	152	$12,460	$149,524	$13,083	$157,000	$13,738	$164,850	$14,424	$173,093	$15,146	$181,747	CENTRAL MANAGEMENT EMPLOYEES (CMT)
Job ID	**Current Job Title**	**Range**	**Step A**		**Step B**		**Step C**		**Step D**		**Step E**		**Bargaining Group**
			Yearly		Yearly		Yearly		Yearly		Yearly		
1001	City Manager	172	$182,448		$191,570		$201,149		$211,206		$221,766		Contract

Lawndale
2024 Salary Schedule

Salary Range					
Salary Range	Step A	Step B	Step C	Step D	Step E
1	$33,280	$34,944	$36,691	$38,526	$40,452
2	$33,613	$35,293	$37,058	$38,911	$40,857
3	$33,949	$35,646	$37,429	$39,300	$41,265
4	$34,288	$36,003	$37,803	$39,693	$41,678
5	$34,631	$36,363	$38,181	$40,090	$42,095
6	$34,978	$36,726	$38,563	$40,491	$42,516
7	$35,327	$37,094	$38,948	$40,896	$42,941
8	$35,681	$37,465	$39,338	$41,305	$43,370
9	$36,037	$37,839	$39,731	$41,718	$43,804
10	$36,398	$38,218	$40,129	$42,135	$44,242
11	$36,762	$38,600	$40,530	$42,556	$44,684
12	$37,129	$38,986	$40,935	$42,982	$45,131
13	$37,501	$39,376	$41,345	$43,412	$45,582
14	$37,876	$39,770	$41,758	$43,846	$46,038
15	$38,255	$40,167	$42,176	$44,284	$46,499
16	$38,637	$40,569	$42,597	$44,727	$46,964
17	$39,023	$40,975	$43,023	$45,174	$47,433
18	$39,414	$41,384	$43,454	$45,626	$47,908
19	$39,808	$41,798	$43,888	$46,082	$48,387
20	$40,206	$42,216	$44,327	$46,543	$48,870
21	$40,608	$42,638	$44,770	$47,009	$49,359
22	$41,014	$43,065	$45,218	$47,479	$49,853
23	$41,424	$43,495	$45,670	$47,954	$50,351
24	$41,838	$43,930	$46,127	$48,433	$50,855
25	$42,257	$44,370	$46,588	$48,917	$51,363
26	$42,679	$44,813	$47,054	$49,407	$51,877
27	$43,106	$45,261	$47,525	$49,901	$52,396
28	$43,537	$45,714	$48,000	$50,400	$52,920
29	$43,973	$46,171	$48,480	$50,904	$53,449
30	$44,412	$46,633	$48,965	$51,413	$53,983
31	$44,856	$47,099	$49,454	$51,927	$54,523
32	$45,305	$47,570	$49,949	$52,446	$55,068
33	$45,758	$48,046	$50,448	$52,971	$55,619
34	$46,216	$48,526	$50,953	$53,500	$56,175
35	$46,678	$49,012	$51,462	$54,035	$56,737
36	$47,145	$49,502	$51,977	$54,576	$57,304
37	$47,616	$49,997	$52,497	$55,121	$57,878
38	$48,092	$50,497	$53,022	$55,673	$58,456
39	$48,573	$51,002	$53,552	$56,229	$59,041
40	$49,059	$51,512	$54,087	$56,792	$59,631
41	$49,549	$52,027	$54,628	$57,360	$60,228
42	$50,045	$52,547	$55,174	$57,933	$60,830
43	$50,545	$53,073	$55,726	$58,513	$61,438
44	$51,051	$53,603	$56,283	$59,098	$62,053
45	$51,561	$54,139	$56,846	$59,689	$62,673
46	$52,077	$54,681	$57,415	$60,286	$63,300
47	$52,598	$55,228	$57,989	$60,888	$63,933
48	$53,124	$55,780	$58,569	$61,497	$64,572
49	$53,655	$56,338	$59,155	$62,112	$65,218
50	$54,191	$56,901	$59,746	$62,733	$65,870
51	$54,733	$57,470	$60,344	$63,361	$66,529
52	$55,281	$58,045	$60,947	$63,994	$67,194
53	$55,833	$58,625	$61,556	$64,634	$67,866
54	$56,392	$59,211	$62,172	$65,281	$68,545
55	$56,956	$59,804	$62,794	$65,933	$69,230
56	$57,525	$60,402	$63,422	$66,593	$69,922
57	$58,101	$61,006	$64,056	$67,259	$70,622
58	$58,682	$61,616	$64,696	$67,931	$71,328
59	$59,268	$62,232	$65,343	$68,611	$72,041
60	$59,861	$62,854	$65,997	$69,297	$72,761

Lawndale
2024 Salary Schedule

61	$60,460	$63,483	$66,657	$69,990	$73,489
62	$61,064	$64,117	$67,323	$70,690	$74,224
63	$61,675	$64,759	$67,997	$71,396	$74,966
64	$62,292	$65,406	$68,677	$72,110	$75,716
65	$62,915	$66,060	$69,363	$72,831	$76,473
66	$63,544	$66,721	$70,057	$73,560	$77,238
67	$64,179	$67,388	$70,758	$74,295	$78,010
68	$64,821	$68,062	$71,465	$75,038	$78,790
69	$65,469	$68,743	$72,180	$75,789	$79,578
70	$66,124	$69,430	$72,902	$76,547	$80,374
71	$66,785	$70,124	$73,631	$77,312	$81,178
72	$67,453	$70,826	$74,367	$78,085	$81,989
73	$68,127	$71,534	$75,111	$78,866	$82,809
74	$68,809	$72,249	$75,862	$79,655	$83,637
75	$69,497	$72,972	$76,620	$80,451	$84,474
76	$70,192	$73,701	$77,386	$81,256	$85,319
77	$70,894	$74,438	$78,160	$82,068	$86,172
78	$71,603	$75,183	$78,942	$82,889	$87,033
79	$72,319	$75,935	$79,731	$83,718	$87,904
80	$73,042	$76,694	$80,529	$84,555	$88,783
81	$73,772	$77,461	$81,334	$85,401	$89,671
82	$74,510	$78,236	$82,147	$86,255	$90,567
83	$75,255	$79,018	$82,969	$87,117	$91,473
84	$76,008	$79,808	$83,798	$87,988	$92,388
85	$76,768	$80,606	$84,636	$88,868	$93,312
86	$77,535	$81,412	$85,483	$89,757	$94,245
87	$78,311	$82,226	$86,338	$90,654	$95,187
88	$79,094	$83,049	$87,201	$91,561	$96,139
89	$79,885	$83,879	$88,073	$92,477	$97,100
90	$80,684	$84,718	$88,954	$93,401	$98,071
91	$81,490	$85,565	$89,843	$94,335	$99,052
92	$82,305	$86,421	$90,742	$95,279	$100,043
93	$83,128	$87,285	$91,649	$96,232	$101,043
94	$83,960	$88,158	$92,566	$97,194	$102,054
95	$84,799	$89,039	$93,491	$98,166	$103,074
96	$85,647	$89,930	$94,426	$99,147	$104,105
97	$86,504	$90,829	$95,370	$100,139	$105,146
98	$87,369	$91,737	$96,324	$101,140	$106,197
99	$88,243	$92,655	$97,287	$102,152	$107,259
100	$89,125	$93,581	$98,260	$103,173	$108,332
101	$90,016	$94,517	$99,243	$104,205	$109,415
102	$90,916	$95,462	$100,235	$105,247	$110,509
103	$91,826	$96,417	$101,238	$106,300	$111,615
104	$92,744	$97,381	$102,250	$107,363	$112,731
105	$93,671	$98,355	$103,273	$108,436	$113,858
106	$94,608	$99,338	$104,305	$109,521	$114,997
107	$95,554	$100,332	$105,348	$110,616	$116,147
108	$96,510	$101,335	$106,402	$111,722	$117,308
109	$97,475	$102,348	$107,466	$112,839	$118,481
110	$98,449	$103,372	$108,540	$113,967	$119,666
111	$99,434	$104,406	$109,626	$115,107	$120,863
112	$100,428	$105,450	$110,722	$116,258	$122,071
113	$101,433	$106,504	$111,829	$117,421	$123,292
114	$102,447	$107,569	$112,948	$118,595	$124,525
115	$103,471	$108,645	$114,077	$119,781	$125,770
116	$104,506	$109,731	$115,218	$120,979	$127,028
117	$105,551	$110,829	$116,370	$122,189	$128,298
118	$106,607	$111,937	$117,534	$123,410	$129,581
119	$107,673	$113,056	$118,709	$124,645	$130,877
120	$108,749	$114,187	$119,896	$125,891	$132,186
121	$109,837	$115,329	$121,095	$127,150	$133,507
122	$110,935	$116,482	$122,306	$128,421	$134,842
123	$112,045	$117,647	$123,529	$129,706	$136,191

Lawndale
2024 Salary Schedule

124	$113,165	$118,823	$124,764	$131,003	$137,553
125	$114,297	$120,012	$126,012	$132,313	$138,928
126	$115,440	$121,212	$127,272	$133,636	$140,318
127	$116,594	$122,424	$128,545	$134,972	$141,721
128	$117,760	$123,648	$129,830	$136,322	$143,138
129	$118,938	$124,884	$131,129	$137,685	$144,569
130	$120,127	$126,133	$132,440	$139,062	$146,015
131	$121,328	$127,395	$133,764	$140,453	$147,475
132	$122,542	$128,669	$135,102	$141,857	$148,950
133	$123,767	$129,955	$136,453	$143,276	$150,439
134	$125,005	$131,255	$137,818	$144,708	$151,944
135	$126,255	$132,567	$139,196	$146,156	$153,463
136	$127,517	$133,893	$140,588	$147,617	$154,998
137	$128,792	$135,232	$141,994	$149,093	$156,548
138	$130,080	$136,584	$143,414	$150,584	$158,113
139	$131,381	$137,950	$144,848	$152,090	$159,695
140	$132,695	$139,330	$146,296	$153,611	$161,291
141	$134,022	$140,723	$147,759	$155,147	$162,904
142	$135,362	$142,130	$149,237	$156,699	$164,533
143	$136,716	$143,551	$150,729	$158,266	$166,179
144	$138,083	$144,987	$152,236	$159,848	$167,841
145	$139,464	$146,437	$153,759	$161,447	$169,519
146	$140,858	$147,901	$155,296	$163,061	$171,214
147	$142,267	$149,380	$156,849	$164,692	$172,926
148	$143,690	$150,874	$158,418	$166,339	$174,656
149	$145,126	$152,383	$160,002	$168,002	$176,402
150	$146,578	$153,907	$161,602	$169,682	$178,166
151	$148,044	$155,446	$163,218	$171,379	$179,948
152	$149,524	$157,000	$164,850	$173,093	$181,747
153	$151,019	$158,570	$166,499	$174,824	$183,565
154	$152,529	$160,156	$168,164	$176,572	$185,400
155	$154,055	$161,757	$169,845	$178,338	$187,254
156	$155,595	$163,375	$171,544	$180,121	$189,127
157	$157,151	$165,009	$173,259	$181,922	$191,018
158	$158,723	$166,659	$174,992	$183,741	$192,928
159	$160,310	$168,325	$176,742	$185,579	$194,858
160	$161,913	$170,009	$178,509	$187,435	$196,806
161	$163,532	$171,709	$180,294	$189,309	$198,774
162	$165,167	$173,426	$182,097	$191,202	$200,762
163	$166,819	$175,160	$183,918	$193,114	$202,770
164	$168,487	$176,912	$185,757	$195,045	$204,797
165	$170,172	$178,681	$187,615	$196,996	$206,845
166	$171,874	$180,468	$189,491	$198,966	$208,914
167	$173,593	$182,272	$191,386	$200,955	$211,003
168	$175,329	$184,095	$193,300	$202,965	$213,113
169	$177,082	$185,936	$195,233	$204,994	$215,244
170	$178,853	$187,795	$197,185	$207,044	$217,397
171	$180,641	$189,673	$199,157	$209,115	$219,571
172	$182,448	$191,570	$201,149	$211,206	$221,766
173	$184,272	$193,486	$203,160	$213,318	$223,984
174	$186,115	$195,421	$205,192	$215,451	$226,224
175	$187,976	$197,375	$207,244	$217,606	$228,486
176	$189,856	$199,349	$209,316	$219,782	$230,771
177	$191,754	$201,342	$211,409	$221,980	$233,079
178	$193,672	$203,355	$213,523	$224,199	$235,409
179	$195,609	$205,389	$215,658	$226,441	$237,763
180	$197,565	$207,443	$217,815	$228,706	$240,141
181	$199,540	$209,517	$219,993	$230,993	$242,542
182	$201,536	$211,612	$222,193	$233,303	$244,968
183	$203,551	$213,729	$224,415	$235,636	$247,418
184	$205,587	$215,866	$226,659	$237,992	$249,892

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Public Works & City Engineering Oversight Contract Project Manager
Hrant Manuelian, Finance Director
Grace Huizar, Senior Management Analyst

SUBJECT: **Approval to Dispose of One Vehicle for the Public Works Department**

BACKGROUND

On an annual basis, staff performs a needs assessment of vehicles and equipment based on mileage, age, and resources lost due to down time for repairs. For this year, there is one vehicle in the Public Works Department that needs to be disposed of due to age and an expired Compressed Natural Gas (CNG) fuel tank.

The Lawndale Municipal Code, Section 3.08 ("Purchasing") establishes the duties of the Purchasing Officer and his/her designee. The purchasing code further states in Section 3.08.040, Item J that the Purchasing Officer shall: "recommend the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use."

In addition, Section 3.08.110 B states: "sale of surplus personal property shall occur after soliciting three bids or by auction" and "items to be sold at auction must first be approved by the City Council."

STAFF REVIEW

The vehicle listed below has incurred significant resources due to repair needs and is being recommended for disposal.

Year Make and Model:	2007 Chevrolet HD3500 Dump Truck (Expired CNG Tank)
License Plate Number:	1298310
Vehicle Identification Number:	1GBJC34U97E185340
City Vehicle Number:	482

Last year in June 2023, the City purchased a brand new 2022 Ford F-550 Super Duty dump truck to replace the 2007 dump truck for a seamless transition.

LEGAL REVIEW

The City Attorney has reviewed the staff report.

FISCAL IMPACT

For the disposal of the dump truck recommended, the City has utilized the services of Ken Porter Auctions (KPA) who honors the State bid arrangement for auctioned items. Therefore, the vehicle will be sold at the highest price possible. In addition, the City will receive 100% of the proceeds, and at no cost to the City.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the sale of the 2007 Chevrolet HD3500 Dump Truck through the City's standard public auction process facilitated by Ken Porter Auctions in Carson, California.

CITY OF LAWNDALE

Back to Agenda

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Director of Finance/Treasurer

SUBJECT: Annual Comprehensive Financial Report (ACFR) for the Year Ended June 30, 2023

BACKGROUND

The City retained Rogers, Anderson, Malody & Scott, LLP, an independent Certified Public Accounting firm to perform the financial statement audit for fiscal year ended June 30, 2023. This is their fourth year of a five-year contract. The auditor has issued an "unqualified" or clean opinion that the financial statements present fairly, in all material respects, the financial position and activities of the City for fiscal year ended June 30, 2023, and was issued on January 8, 2024.

STAFF REVIEW

Presented for City Council's review are the annual financial statements for the City of Lawndale for the year ended June 30, 2023. The financial statements include the Government-wide financial statements, fund financial statements and notes to the financial statements.

Government-wide financial statements are consolidated City-wide financial statements required to disclose the consolidated financial activities and position of the City so it can be compared with private businesses. All funds except the Lawndale Successor Agency, which is held by the City in a fiduciary trust capacity, are included in the government-wide statements. The government-wide statements are prepared on an accrual basis, meaning assets are capitalized and expensed over the fiscal years they are in use rather than when they were purchased; debt payments are offset against the outstanding debt balance rather than expensed when paid, and revenue and expenses are reported in the period the transaction exchange occurred rather than the payment or receipt date.

In the government-wide statements, the City incurred $19.7 million in expenses for the year ended June 30, 2023, and $30.4 million in revenue ($12.1 million program and $17.1 million general revenue) was earned, resulting in a $10.8 million increase in net position. The Net Position, which is the amount that City assets exceed its liabilities was $95.7 million on June 30, 2023.

In the fund statements, the General Fund is the major operating fund of the City. The financial statements are presented on a modified cash basis of accounting, which means revenue and expenses are recognized when measurable and available. A 60-day availability period is used for financial statement purposes. For the fiscal year ended June 30, 2023, the General Fund incurred $16.4 million in expenditures and

earned $21.3 million in revenue. General Fund assets exceeded liabilities by $31.4 million (Fund Balance) of which $27.8 million was unassigned/available for future use as of June 30, 2023.

Other Audit Reports

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

The auditor did not identify deficiencies that were considered to be a material weakness, nor did they identify deficiencies that they consider to be significant deficiencies. A significant deficiency is less severe than a material weakness.

SAS 19 Letter (Audit Conclusion Letter)

This letter is addressed to the City Council and includes the following comments;

- Management's estimates were reasonable in relation to the financial statements taken as a whole.
- The financial statement disclosures are neutral, consistent, and clear.
- The auditors did not encounter any significant difficulties in dealing with management relating to the performance of the audit.
- No disagreements with management arose during the course of the audit.

Report on Compliance for the US Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Program (CSLFRF) Requirements for an Alternative CSLFRF Compliance Examination Engagement

This report is a report over compliance on funding received from the US Department of Treasury as a result of the COVID-19 pandemic. This was a new report this year and takes place of a Single Audit if a Single Audit was only needed due to ARPA, therefore a Single Audit for FY 2023 is not needed. The auditor's opinion states that the City complied, in all material respects, with the specified requirements of the CSLFRF.

In addition, the auditors performed procedures as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution* (commonly known as the GANN Limit). Their report was issued on January 8, 2024 with no exceptions noted.

LEGAL REVIEW

The City Attorney's office has reviewed this staff report and has approved it as to form.

FISCAL IMPACT

Not applicable.

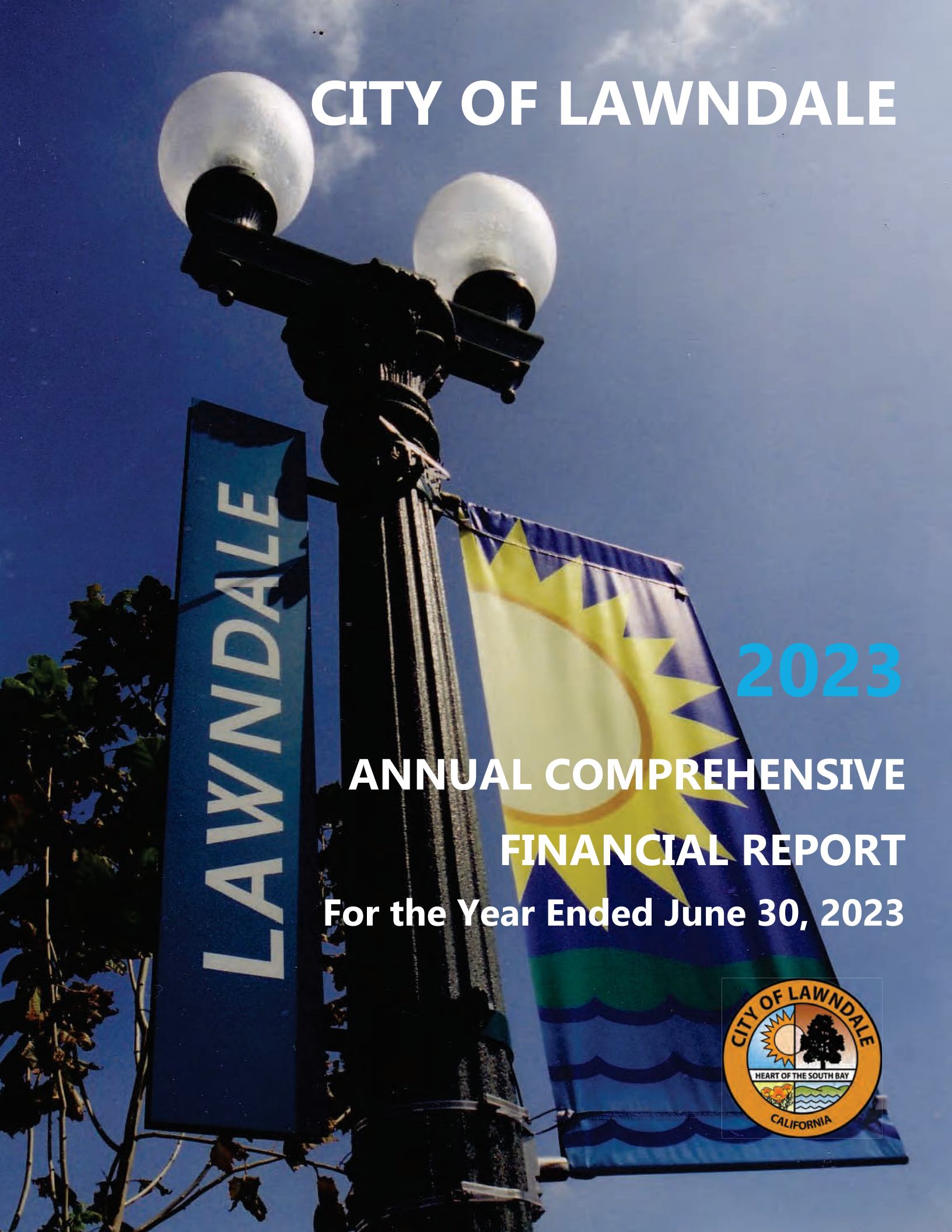
RECOMMENDATION

Staff recommends that the City Council receives and files the Annual Comprehensive Financial Report for the Year Ended June 30, 2023.

Attachments:

1. Annual Comprehensive Financial Report for the Year Ended June 30, 2023
2. Internal Control Report FY 2023
3. Audit Conclusion Letter FY 2023
4. Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Letter FY 2023
5. Independent Accounts Report on *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution (GANN Limit)*

ATTACHMENT 1



CITY OF LAWNDALE

2023

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Year Ended June 30, 2023

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City of Lawndale, California

ANNUAL COMPREHENSIVE
FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Prepared by:
Finance Department

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14717 BURIN AVENUE - LAWNDALE, CALIFORNIA 90260 – (310) 973-3200 – FAX (310) 644-4556

January 8, 2024

To the citizens of The City of Lawndale, California:

The Annual Comprehensive Financial Report (ACFR) of the City of Lawndale (the City) for the fiscal year ended June 30, 2023, is hereby submitted in accordance with the provisions of Section 25253 of the Government Code of the State of California. The report contains financial statements that have been prepared in conformity with the United States generally accepted accounting principles (GAAP) prescribed for governmental entities. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the management of the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The report includes the City's government-wide financial statements and fund financial statements. The government-wide financial statements include two statements: the Statement of Net Position showing the total net equity of the City, including infrastructure, and the Statement of Activities, showing the cost of providing government services. Both of these statements have been prepared using the accrual basis of accounting used by most businesses, as compared to the modified accrual method used in fund financial statements (the traditional governmental financial reports). A reconciliation report is provided in the ACFR Fund Financial Statements to account for the differences between the two reporting methods.

Also, the reporting model includes an emphasis on the City's major funds, as shown in the Governmental Fund Statements. The statements, combined with other information, are further analyzed in the ***Management's Discussion and Analysis*** (MD&A). The MD&A provides "financial highlights" and a financial interpretation of trends, fluctuations, and variances in the financial data. The MD&A further discusses any events or decisions that significantly affect the financial condition of the City.

The City is required to undergo an annual single audit in accordance with Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) when it receives $750,000 or more of federal financial assistance. Information related to this single audit, including the schedule of federal financial assistance, findings and recommendations, and auditor's reports on the internal control structure and compliance with applicable laws and regulations, are included in a separate report.

The City provides a range of services, including public safety, municipal services, recreation and community services, public works, planning and community development, and general government services. In addition to general government activities, the City is an integral part of the Lawndale Cable Usage Corporation, Lawndale Housing Authority, and Lawndale Financing Authority. These activities are combined with the City reporting entity.

GENERAL INFORMATION

The City of Lawndale, incorporated in 1959, is located in the Centinela Valley of Los Angeles County, approximately fifteen miles southwest of downtown Los Angeles and five miles east of the Pacific Ocean. Lawndale is an urbanized area of predominately single-family homes, encompassing 1.9 square miles. The City enjoys a moderate climate with a yearly average temperature of 68 degrees. The population is approximately 31,000.

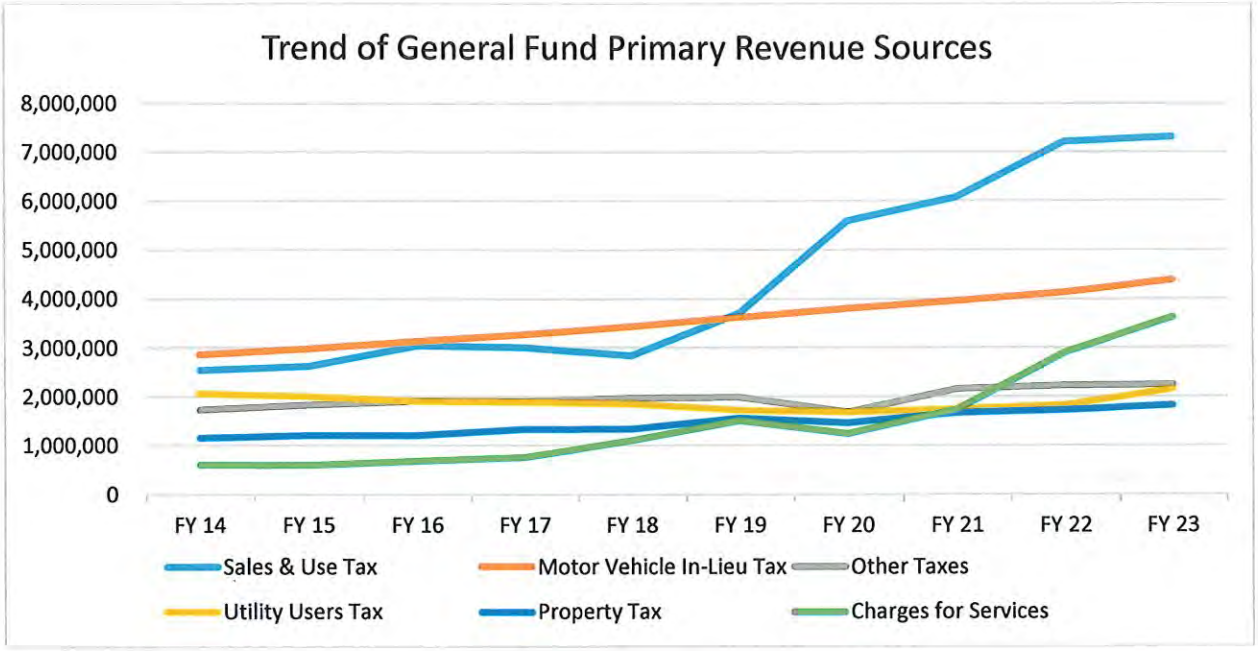
The City has a council-manager form of government with an elected Mayor, four Councilmembers, and a full-time appointed City Manager. The City contracts with the County of Los Angeles for police and fire services. City Attorney and Information Technology are also contracted services. The remaining services are provided by 51 full-time and part-time customer-oriented City staff.

ECONOMIC CONDITION AND OUTLOOK

The below chart represents the top six general fund revenue sources for the City of Lawndale. The trend is mainly flat over the last couple years as there is a lot of uncertainty in the economy having just come out of the COVID pandemic and rising interest rates by the federal reserve. The revenues for the City have flattened out in the last 2 years as pictured in the chart below. Sales and Use tax had a marginal increase of $88K or 1% as compared to fiscal year ended June 30, 2022. Motor vehicle in-lieu tax had the second largest increase of over $254K or 6% compared to the prior fiscal year. Utility user taxes had the largest increase of $323K or 17% better than the prior fiscal year. This increase in caused by rising inflation which has led to and higher utility costs. Property tax has also remained constant trending upwards by an average of 5% over the years. Other taxes (which includes transient occupancy, franchise fees, and other miscellaneous revenues) also remained flat over the last couple years. Charges for services had an increase of $709K or 24% compared to fiscal year 21/22. The majority of the increase was due to planning and building fees as well as recreation fees as construction and recreation activities have picked up post -Covid.

Based on the most recent economic forecasts it is expected that revenues will remain flat for the next couple years. The main reasons for this are rising inflation and interest rates. As interest rates continue to rise consumers are expected to curtail spending.

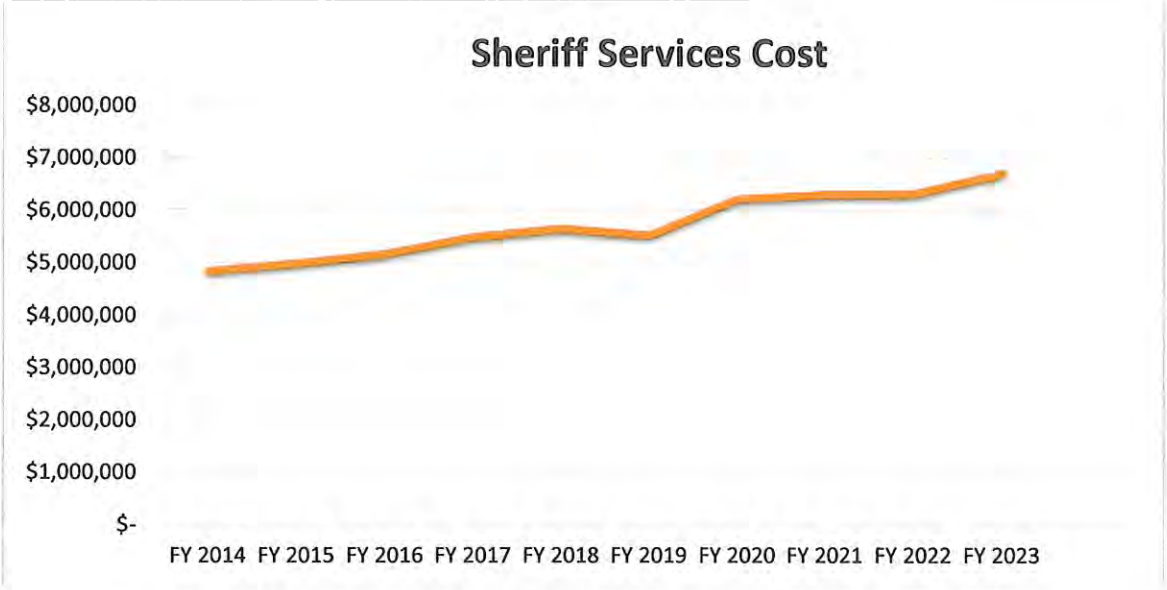
The following chart shows actual revenues by category from fiscal year 2014 to fiscal year 2023.



Overall, general fund revenue is anticipated to continue to remain flat increase in the upcoming fiscal years due the economic uncertainties and rising interest rates. The increases in both revenues and expenditures is largely due to the rising inflation rates and other economic factors as we come out of the pandemic.

Expenditures have also continued to increase however City management has maintained control over them and not allowing costs to increase past budget amounts. The largest City expense, public safety services contracted with the Los Angeles County Sheriff, has increased and is expected to continue to increase in the coming years. When Measure L was passed one of the significant factors the Sheriffs costs. Following is a graph of costs from fiscal year 2013-14 through fiscal year 2022-23 demonstrating the increased costs to the City for the Sheriff's services. We anticipate costs to continue to increase due to increased cost of living and current inflation rates.

The following chart demonstrates the actuals costs for Sheriff services from FY 2014 to FY 2023.



Sound fiscal controls and conservative spending measures will continue to be employed at the City to sustain operations in the economic uncertainty ahead and ensure citizens receive desired services.

FINANCIAL INFORMATION

Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse, and provide adequate compiled accounting data to allow for the preparation of financial statements in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Single Audit. As a recipient of federal, state, and county financial assistance, the City also is responsible for ensuring that an adequate internal control structure is in place to ensure compliance with applicable laws and regulations related to those programs. This internal control structure is subject to periodic evaluation by management and City staff. As a part of the City's single audit, described earlier, tests are made to determine the adequacy of the internal control structure, including that portion related to federal financial assistance programs, as well as to determine that the government has complied with applicable laws and regulations. The City did not reach the $750,000 expenditure threshold to trigger a Single Audit, therefore there was no Single Audit report for fiscal year ending on June 30, 2022.

Financial and Budgetary Controls. In addition, the City maintains financial and budgetary controls. These budgetary controls' objective is to ensure compliance with legal provisions

embodied in the annual appropriated budget approved by the City's governing body. The level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is at the fund level. The City maintains an encumbrance accounting system as one technique of accomplishing budgetary control. Purchase orders that would result in an overrun of a department line item account may not be processed until either a budget transfer from another account is processed or after a budget adjustment is processed, which requires City Council approval. Multi-year Capital Improvement Plan (CIP) projects, encumbered amounts and unspent budgeted appropriations are reviewed at year-end.

Appropriation Limitation. As required by Article XIII B of the California Constitution, the City's appropriation limitation for 2022-2023 expenditures were calculated at $40.4 million. Appropriations subject to limitation totaled $15.5 million, or $24.9 million below the City's legal appropriation limit.

OTHER INFORMATION

Independent Audit. State statute requires an annual audit by independent certified public accountants. The accounting firm of Rogers, Anderson, Malody & Scott, LLP, was selected by the City CounciJal with the recommendation of the Director of Finance after a formal Request for Proposal process. Subsequently, a contract was entered into with Rogers, Anderson, Malody & Scott, LLP, to perform audit services for the City. In addition to meeting the requirements set forth in state statutes, the audit was also designed to meet the requirements of the Federal Single Audit Act of 1984 and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The auditor's report on the general purpose financial statements and combining, individual fund, and schedules are included in the financial section of this report. The City's independent auditors, Rogers, Anderson, Malody & Scott, LLP, have issued an unmodified opinion.

Acknowledgments. The preparation of this Annual Comprehensive Financial Report could not have been accomplished without the dedicated service of the entire staff of the Finance Department, especially the efforts of the Accounting Manager Maribel Palmer, the Accounting/Payroll Specialist Rhodora Reginaldo, and our Accounting Specialists Katie Hoang and Joshua Aasness. Additionally, I would like to extend my gratitude to our City Council and Sean M. Moore our City Manager, for their continued support. Finally, I would like to thank our independent auditors, Rogers, Anderson, Malody & Scott, LLP, for their efforts through this audit engagement.

Respectfully submitted,

Hrant Manuelian
Director of Finance

CITY ELECTED OFFICIALS



Mayor
Robert Pullen-Miles

Term Expires: November 2024



Mayor Pro Tem
Sirley Cuevas

Term Expires:
November 2024



Councilmember
Bernadette Suarez

Term Expires:
November 2026



Councilmember
Pat Kearney

Term Expires:
November 2026



Councilmember
Rhonda Hofmann Gorman

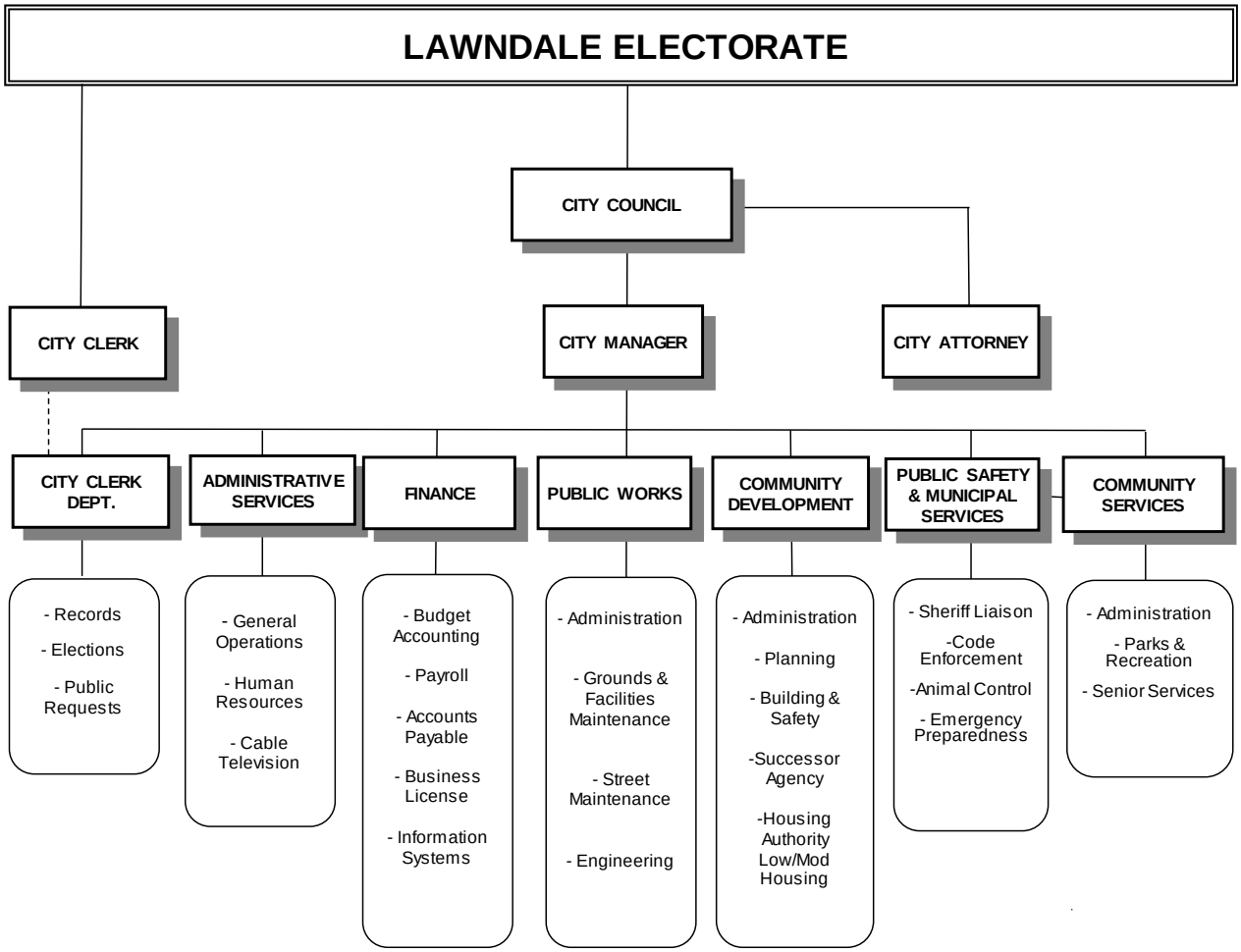
Term Expires:
November 2024

City Clerk – Erica Harbison

CENTRAL MANAGEMENT TEAM

City Manager:	Sean M. Moore, AICP
Deputy City Manager/HR Director:	Raylette Felton
Director of Finance/City Treasurer:	Hrant Manuelian, CPA
Director of Community Development:	Vacant
Director of Public Works/ City Engineer:	Lea Reis
Assistant City Clerk:	Yvette Hall
Director of Community Services:	Mike Estes
Director of Municipal Services:	Michael Reyes

CITY OF LAWNDALE
City-Wide Organizational Chart



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Lawndale
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022



Executive Director/CEO

ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408
909 889 0871 T
909 889 5361 F
ramscpa.net

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Leena Shanbhag, CPA, MST, CGMA
Bradferd A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Brenda L. Odle, CPA, MST (Partner Emeritus)

MANAGERS / STAFF
Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CFA
Veronica Hernandez, CPA
Laura Arvizu, CPA
John Maldonado, CPA, MSA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA
Jeffrey McKennan, CPA

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Governmental Audit Quality Center
California Society of Certified Public Accountants

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Independent Auditor's Report

To the Honorable Mayor and Members of City Council
City of Lawndale, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Lawndale (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The supplementary information, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the identified accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information included in the Annual Comprehensive Financial Report

Management is responsible for the other information included in the annual comprehensive financial report (ACFR). The other information comprises the introductory section and the statistical section, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 8, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 8, 2024

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MANAGEMENT DISCUSSION AND ANALYSIS

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This section of the City of Lawndale's (the City) Annual Comprehensive Report (ACFR) provides a narrative overview of the City's financial activities for the fiscal year ended June 30, 2023. We encourage readers to consider the information presented here in conjunction with the Letter of Transmittal and the City's basic financial statements identified in the accompanying table of contents.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Management's Discussion and Analysis (MD&A) is intended to serve as an introduction to the City's basic financial statements which are comprised on the following three components: (1) Government-wide Financial Statements, (2) Fund Financial Statements, and (3) Notes to the Basic Financial Statements.

In addition to the basic financial statements, Required Supplementary Information is included to provide additional detail to support the basic financial statements.

Government-wide Financial Statements are designed to provide readers with a broad overview of City finances in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of weather the financial position of the City is improving or declining.

The *statement of activities* provides information about the City's net position demonstrating how it changed during the most recent fiscal year. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

Both of these government-wide financial statements distinguish functions of the City that are principally supported by taxes (motor vehicle in-lieu, sales, utility users and property tax - governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, municipal services, planning and community development, recreation and community services and public works. The City does not have any business-type activities. Governmental activities include three major governmental funds: General Fund, Restricted Urban Development, and ARPA Fund, and 28 non-major governmental funds.

The government-wide financial statements also provide information regarding the City's component units, entities for which the City (the primary government) is considered to be financially accountable. Although the City's three blended component units (the Lawndale Cable Usage Corporation, the Lawndale Housing Authority and the Lawndale Financing Authority) are legally separate entities, they are, in substance, part of the City's operations. Accordingly, the financial information from these units is combined with financial information of the primary government.

Fund Financial Statements provide information about the City's two category of funds – governmental and fiduciary, rather than the City as a whole. Some funds are required to be established by State law or by bond covenant. However, City Council established many other funds to segregate money related to government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Governmental funds, which focus on the sources, uses, and balances of current financial resources, are used to account for City services. Governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year unlike government-wide financial statements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. The governmental funds' balance sheet and statement of revenue, expenditures, and changes in fund balances provided are accompanied by reconciliations to the government-wide financial statements to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains several individual governmental funds organized according to their type (general, special revenue and capital projects). The governmental fund financial statements present the financial information for each major fund (the General Fund, Restricted Urban Development, ARPA Fund) in separate columns. Financial information for the remaining governmental funds (non-major funds) is combined into a single, aggregated presentation. Financial information for each of these non-major governmental funds is presented in the supplementary information section.

Budgetary comparison statements are also included in the fund financial statements. The statements present the City's annual estimated revenue and appropriation budgets for all governmental funds. The budgetary comparison statements have been provided to demonstrate compliance with their respective budgets.

Fiduciary funds report assets held in a trustee or agency capacity for others and therefore cannot be used to support City programs nor be reflected in the government-wide financial statements.

The City maintains two different types of fiduciary funds. The Custodial Fund (Park Recreation Social Services Committee (PRSSC) Fund) accounts for annual firework sales income earned by the PRSSC and private donations to be used at the discretion of the PRSSC for social and leisure services and events within the City of Lawndale. The Private-Purpose Trust Fund (Lawndale Successor Agency Fund), which assumed the former Lawndale Redevelopment Agency's assets and obligations and is responsible for winding down the activities related to the dissolution. The fund accounts for revenue received to pay estimated annual installment payments on enforceable obligations approved by the Successor Agency Oversight Board and the California Department of Finance. The City is responsible for ensuring that assets reported in this fund are used for their intended purposes.

Notes to the Basic Financial Statements provide additional information other than that displayed on the face of the financial statements and are essential for fair presentation of the financial information in the government-wide and fund financial statements.

Required Supplemental Information provides changes in net pension liability and related ratios, employer schedule of pension plan contributions, changes in total OPEB liability and related ratios, budgetary comparison schedules for the General Fund, Restricted Urban Development and ARPA Fund.

Combining statements, individual fund budgetary schedules provide information for non-major governmental funds and are presented immediately following the required supplementary information.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve as a useful indicator of a government's financial position. The following table (Table 1) focuses on the net position and changes in net position in the City's governmental activities. It presents an analysis of the City's net position as of June 30, 2023, compared to June 30, 2022. At the end of the current fiscal year, the City reported a positive net position in all three categories; net investment in capital assets, restricted net position and unrestricted net position. Total assets and deferred outflows of resources, exceeded total liabilities and deferred inflows of resources by $95.7 million as of June 30, 2023, representing an overall increase of $10.8 million, 49.9%, from June 30, 2022.

A summary of the government-wide Statement of Net Position is as follows:

Government-wide Financial Statements
Statement of Net Position (in thousands)

	Governmental Activities			
	2023	2022	Dollar Change	Percentage Change
Current and other assets	$ 72,500	$ 61,027	$ 11,473	18.8%
Capital assets	48,035	45,592	2,443	5.4%
Total assets	120,535	106,619	13,916	24.2%
Deferred Outflows	4,268	1,815	2,453	135.1%
Long-term debt/pension liability	10,539	5,208	5,331	102.4%
Other liabilities	17,406	13,333	4,073	30.6%
Total liabilities	27,945	18,541	9,404	268.0%
Deferred Inflows	1,122	4,940	(3,818)	-77.3%
Net position:				
Net Investment in capital assets	47,680	45,194	2,486	5.5%
Restricted	16,133	12,813	3,320	25.9%
Unrestricted	31,922	26,947	4,975	18.5%
Total net position	$ 95,736	$ 84,954	$ 10,782	49.9%

Government-wide Financial Statements (Continued)

Analysis of Net Position

Below are the three components of net position and their respective balances as of June 30, 2023:

The largest portion of the City's net position reflects its investment in capital assets of $47.7 million, an increase of $2.5 million or 5.5% from the prior fiscal year. This component consists of capital assets such as land, construction in progress, building and structures, improvements, vehicles, machinery and equipment and infrastructure, net of accumulated depreciation. The amount is further reduced by any debt attributed to the acquisition, construction, or improvement of the assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be liquidated for these liabilities. The $2.5 million increase is attributed to capital asset additions and adjustments of $4.7 million less current year depreciation of $2.2 million.

The restricted net position is $16.1 million, an increase of $3.3 million, or 25.9% from the prior fiscal year, and represents resources that are subject to external restrictions on how they may be used. External restrictions include those imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. The most significant changes from the prior year were attributed to Capital Projects, Recreation and Community Services, and Public Works.

The unrestricted net position is $31.9 million, an increase of $4.9 million, or 18.5% from the prior fiscal year. This amount is available for future spending.

The following table provides information from the Statement of Activities of the City as of June 30, 2023, compared to the prior year:

Government-wide Financial Statements
Statement of Activities (in thousands)

	Government Activities			Percentage
	2023	2022	Dollar Change	Change
Revenues				
Program revenues:				
Charges for services	$ 3,621	$ 2,913	$ 708	24.3%
Operating contributions & grants	1,798	682	1,116	163.7%
Capital contributions & grants	6,677	4,436	2,241	50.5%
General revenues:				
Property taxes	1,823	1,729	94	5.4%
Sales taxes	7,305	7,217	88	1.2%
Motor vehicle in lieu	4,378	4,124	254	6.2%
Other taxes	3,871	3,306	565	17.1%
Other general revenues	961	742	219	29.5%
Total revenue	30,435	25,149	5,286	21.0%
Program expenses				
General government	4,205	4,558	(353)	-7.8%
Public safety	6,695	6,305	390	6.2%
Code enforcement and animal control	1,161	1,285	(124)	-9.6%
Housing	1,654	1,549	105	6.8%
Recreation & community services	850	781	69	8.9%
Public works	5,074	5,183	(109)	-2.1%
Interest on long-term debt	13	14	(1)	-5.8%
Total expenses	19,653	19,675	(22)	-0.1%
Change in net position	10,782	5,474	5,308	97.0%
Beginning net position, as restated	84,953	79,479	5,474	6.9%
Ending net position	$ 95,735	$ 84,953	$ 10,782	12.7%

Analysis of Changes in Net Position

The following are major factors attributing to the net position changes between fiscal years 2022-23 and 2021-22, as shown in the table above.

Revenues for governmental activities

Total revenues for governmental activities were $30.4 million, an increase of $5.2 million, or 21.0%, from fiscal year 2021-22. The increase consisted of net increases in program revenues of $4.1 million and general revenue increase of $1.2 million. The increase in program revenues was primarily attributed to:

- Charges for services increased $708 thousand, or 24.3%, attributed to greater than anticipated fees such as community center rental fees, business license late fees, encroachment permits, industrial waste permits, vehicle impound fees.
- Operating contributions and grants increased $1.1 million, or 163.7%.
- Capital contributions and grants increased $2.2 million, or 50.5%.

General Revenues

General Revenues are $18.3 million, an increase of $1.3 million, or 7.1%, from fiscal year 2021-22.

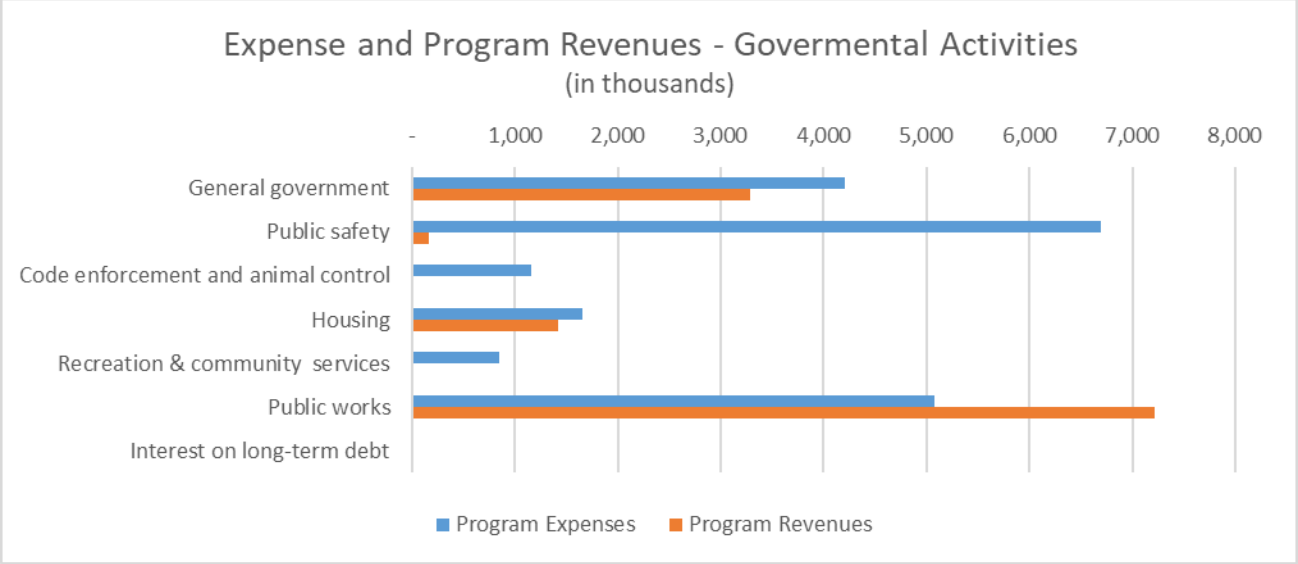
The increase in general revenues was primarily attributed to:

- Property taxes in lieu of motor vehicle fees increase by $254 thousand, or 6.2%.
- Other taxes increased by $565 thousand, or 17.1%.
- Other general revenues increased by $219 thousand, or 29.5%.

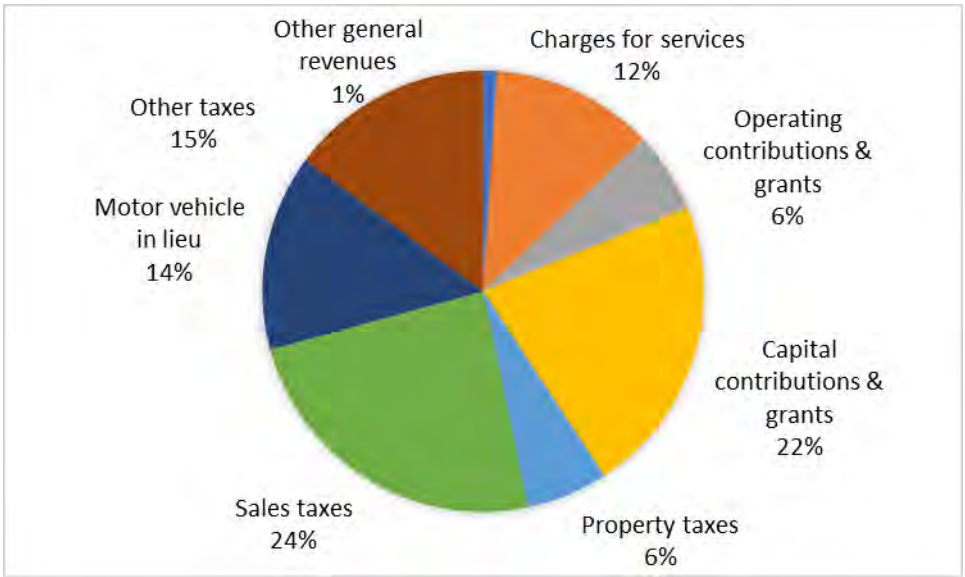
Expenses for governmental activities

Total expenses for governmental activities were $19.7 million for the current fiscal year, a decrease of $22 thousand, or 0.1%, compared to the prior fiscal year. Significant factors attributing to the decrease included general government, code enforcement and animal control, and public works program expense decreases of $353 thousand, $124 thousand, and $109 thousand respectively. These decreases were offset by public safety and housing increases of $390 thousand and $105 respectively. In general the City aimed to cut costs were it was possible as these would be offset by the increase to Public safety. The increase in public safety is the increased cost of the sheriff's contract.

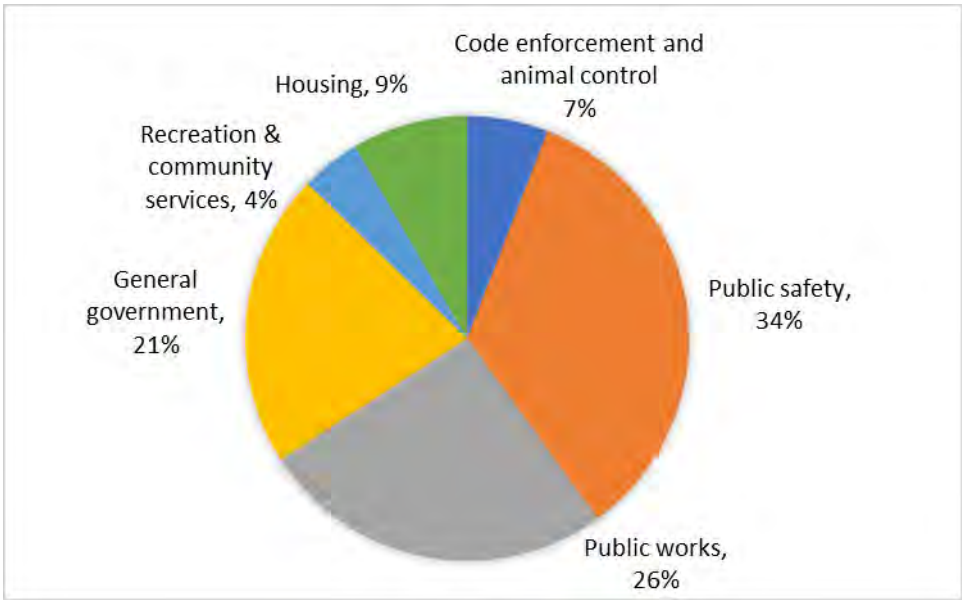
The following chart displays expenses and the associated program revenues by function for fiscal year ended June 30, 2023, governmental activities (in thousands):



Revenue by Source – Governmental Activities



Expense by Function – Governmental Activities



FINANCIAL ANALYSIS OF FUND STATEMENTS

As noted earlier, the City uses *fund accounting* to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on the sources, uses, and balances of spendable resources. Such information is useful in assessing the City's short-term financial requirements. In particular, the total fund balance less the nonspendable amount may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The types of governmental funds reported by the City include the general fund, special revenue funds and capital project funds. As of June 30, 2023, the City's governmental funds reported combined fund balances of $51.7 million, an increase of $7.5 million, or 16.8% in comparison with the prior year. The components of the total fund balance are as follows:

- Non-spendable fund balance - $7.9 million, amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.
- Restricted fund balance - $16.1 million, amounts that are constrained to be used for a specific purpose by external parties such as creditors, grantors, laws, or regulations.
- Unassigned fund balance - $27.8 million, amounts that are not reported in any other category and are available for any purpose within the General Fund.

Total governmental fund revenue was $30.3 million, an increase of $5.4 million, or 21.5%, from the prior fiscal year. Expenditures totaled $22.9 million an increase of $2.9 million, or 14.3%, from the prior fiscal year. Overall, governmental fund balance increased $7.5 million, or 16.9%, compared to an increase of $4.9 million, or 7.5% in fiscal year 2022-23 compared to 2021-22.

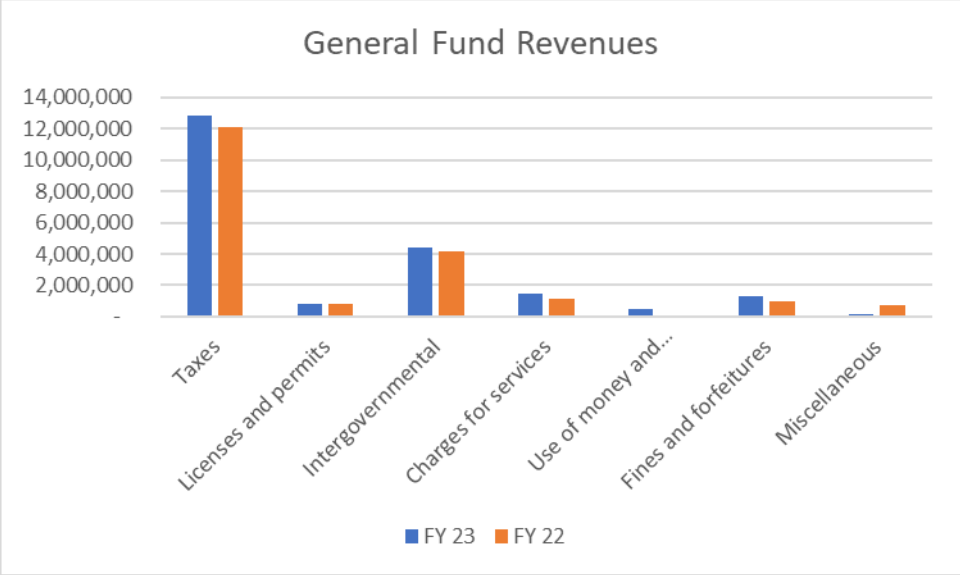
Major Governmental Funds

General Fund

The General Fund is the primary operating fund of the City. At the end of the current fiscal year, the General Fund's total fund balance was $31.4 million, compared to $26.5 million as stated in fiscal year 2021-22, an increase of $4.8 million, or 18.2%. As a measure of the General Fund's liquidity, it is useful to compare both total fund balance and spendable fund balance to total fund expenditures. The non-spendable portion of the fund balance was $3.5 million, and the spendable portion was $27.9 million, which was 22% and 170%, respectively, of the total General Fund expenditures of $16.4 million, as compared to 28% and 145%, respectively, of the prior year General Fund expenditures of $15.4 million.

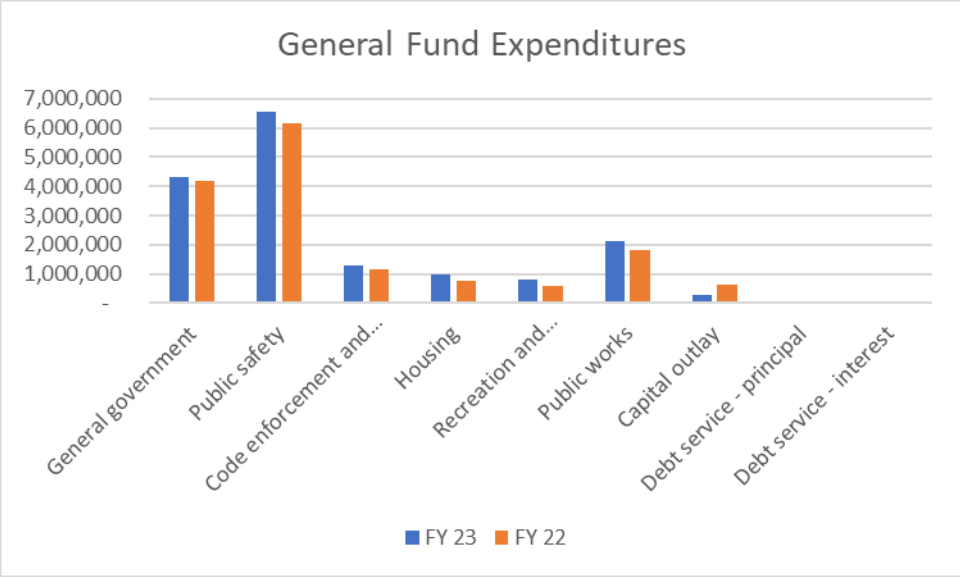
Total General Fund revenue increased $1.5 million, or 7.4%, from $19.8 to $21.3 million. Significant factors attributed to the net increase included taxes, charges for services, use of money and property, and fines and forfeitures, with increases of $691, $382, $401 and $396 thousand, respectively, compared to the prior year. These increases were offset by a $570 thousand decrease to miscellaneous revenues.

- Sales and use tax increased by $89 thousand, property taxes increased by $93 thousand, Motor vehicle in-lieu tax increased by $254 thousand, transient occupancy tax increased by $93 thousand due to increased hotel occupancy likely due to the end of COVID travel restrictions, and utility user tax increased by $324 thousand mainly due to the increased cost of utilities.
- Parking bail – DMV increased $48 thousand; Case Fines/Payments increased $419 thousand mainly due to the settlement of a large class action case initiated by the City of Long Beach. Lawndale received over $333 thousand.
- Encroachment permit fees decreased $32 thousand due to the overall slowdown of the economy, Business License Late Fees decreased $19 thousand as a large amount was received in the prior year and more businesses are paying on time.



Total General Fund expenditures increased $1 million, or 6.6%, from $15.3 to $16.3 million. Significant factors attributed to the net increase included public safety with a $402 thousand increase, an increase of $187 thousand in recreation and community services, increase of $225 thousand in housing and an increase in public works of $320 thousand as compared to the prior year. These increases were partially offset by decreases in capital outlay of $330 thousand, a decrease from the prior year.

- The $402 thousand increase in public safety is due to the increased sheriff's costs.
- The $187 thousand increase in recreation and community services was due to the reopening of programs due to cancelations with pandemic from prior year. Additional part-time staff were hired as well as an overall increase in salary and benefits.
- The increase of $225 thousand in housing is mainly due to increased salary and benefit costs.
- The $320 thousand increase in public works is also mainly due to increased salary and benefit costs.
- The $330 thousand decrease in capital outlay is primarily attributed to the ongoing construction projects and completion of major street projects in the previous year.



The other Major Governmental Funds include Restricted Urban Development and the ARPA Fund. There were no significant changes in the Restricted Urban Development fund. ARPA funds had expenditures of $1 million which were spent on capital items, including city vehicles and infrastructure repair.

Nonmajor Governmental Funds

Non-major governmental funds had a net change in fund balance of $2.9 million, or 24.7%, increase from prior year. Compared to prior year non-major governmental fund operations, revenue and expenditures increased $2.9 million and $762 thousand, respectively. The revenue increase is mainly due to increased Prop C 25 revenues of $1.6 million and an increase in Measure R revenues of $671 thousand. The expenditure increase is due to increases in Measure M of $371 thousand, Prop C25 of $858 thousand and Measure R of $1.1 million. These increases were offset by decrease to expenditures in SB1 by $421 thousand and Prop C Transit capital by $1.2 million.

GENERAL FUND BUDGET

The original budget compared to the final General Fund budget is presented in the Budgetary Comparison Schedule included in the Required Supplementary Information Section. General Fund revenue was originally budgeted at $18.3 million and $26.6 million of budgetary fund balance was available, resulting in $44.9 million available for appropriations during the year. The budget was monitored throughout the year, and adjustments were made, resulting in the final revenue budget of $19 million (including transfers), an increase of $682 thousand, or 3.5%. Significant revenue budget increases were attributed to taxes, Use of money and property, and fines and forfeitures.

- Taxes increased mainly due to increased sales tax due to a surge in sales combined with higher prices from local gasoline stations.
- Use of money and property budget was increased because we invested in higher yielding investments as a result of the continued rate hikes by the federal reserve throughout the year.
- Fines and forfeitures increased due to the closure and settlement of 2 cases that closed during the year for which the City collected $80 thousand.

CAPITAL ASSETS

Capital assets, net of depreciation, increased $2.4 million, from $45.6 million on July 1, 2022, to $48 million on June 30, 2023. The increase is attributed to a depreciation expense of $2.2 million offset by $4.6 million of additions. The additions were in construction in progress (ongoing construction on Artesia from Redondo Beach Blvd/Prairie Ave., City Hall and Public Works roof repair, HVAC project at the community center, Street Improvement project 21-22, and City-Wide Sign replacement). For more information, see Capital Assets Note 7 in the Notes to Financial Statements.

LONG-TERM LIABILITIES

Total long-term liabilities city-wide equal $16.6 million, an increase of $5.5 million from fiscal year 2021-22 due to worse than expected rate of returns by CalPers. Additional information is presented in Notes 8-12.

Requests for Information

This financial report is designed to provide a general overview of the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Lawndale, Finance Department, 14717 Burin Avenue, Lawndale, California 90260; Phone (310) 973-3241; Fax: (310) 970-2183; website: www.lawndalecity.org.

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City of Lawndale

Statement of Net Position
June 30, 2023

	Governmental Activities
Assets	
Cash and investments	$ 49,634,328
Receivables:	
Accounts	4,596,496
Grants	25,773
Accrued interest	187,686
Notes and loans	266,431
Agreements with Successor Agency	17,130,490
Prepaid costs	23,774
Land held for development	634,983
Capital assets not being depreciated	11,765,697
Capital assets, net of depreciation	36,268,961
Total Assets	**120,534,619**
Deferred Outflows of Resources	
Pension related	4,267,760
Total Deferred Outflows of Resources	**4,267,760**
Liabilities	
Accounts payable	2,757,141
Accrued liabilities	191,336
Accrued interest	4,912
Deposits payable	1,783,737
Unearned revenue	6,600,488
Noncurrent liabilities:	
Due within one year	
Long-term debt	45,748
Compensated absences	328,299
Due in more than one year	
Long-term debt	308,532
Compensated absences	353,809
Total pension liability	10,184,340
Total OPEB liability	5,386,566
Total Liabilities	**27,944,908**
Deferred Inflows of Resources	
Pension related	615,923
OPEB related	505,837
Total Deferred Inflows of Resources	**1,121,760**
Net Position	
Net investment in capital assets	47,680,378
Restricted for:	
Community development projects	160,653
Public safety	276,649
Parks and recreation	3,509,229
Public works	7,986,206
Capital projects	1,477,744
Air quality	222,737
Code enforcement and animal control	209,366
Housing	2,290,270
Unrestricted	31,922,479
Total Net Position	**$ 95,735,711**

See accompanying notes to financial statements.

City of Lawndale

Statement of Activities
For the Fiscal Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Contributions and Grants	Program Revenues: Capital Contributions and Grants	Net (Expenses) Revenues and Changes in Net Position: Primary Government: Governmental Activities
Primary Government					
Governmental Activities:					
General government	$ 4,204,502	$ 2,196,050	$ 1,084,440	$ -	$ (924,012)
Public safety	6,695,437	-	165,271	-	(6,530,166)
Code enforcement and animal control	1,161,300	-	-	-	(1,161,300)
Housing	1,653,658	1,425,446	-	-	(228,212)
Recreation and community services	850,352	-	8,136	-	(842,216)
Public works	5,074,402	-	540,577	6,677,120	2,143,295
Interest on long-term debt	13,193	-	-	-	(13,193)
Total Governmental Activities	**$ 19,652,844**	**$ 3,621,496**	**$ 1,798,424**	**$ 6,677,120**	**(7,555,804)**

General Revenues	
Taxes:	
Property taxes, levied for general purpose	1,822,569
Property taxes in lieu of vehicle license fees	4,378,474
Transient occupancy taxes	793,777
Sales taxes	7,305,321
Franchise taxes	932,970
Utility users tax	2,143,996
Use of money and property	694,577
Miscellaneous	265,974
Total General Revenues	**18,337,658**
Change in Net Position	10,781,854
Net Position, Beginning of Year, as Restated	84,953,857
Net Position, End of Year	**$ 95,735,711**

See accompanying notes to financial statements.

City of Lawndale

Balance Sheet
Governmental Funds
June 30, 2023

	General	Special Revenue Fund: Restricted Urban Development	Special Revenue Fund: ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets					
Cash and investments	$ 28,008,067	$ 1,477,744	$ 6,972,897	$ 13,175,620	$ 49,634,328
Receivables:					
Accounts	2,100,366	-	-	2,496,130	4,596,496
Grants	-	-	-	25,773	25,773
Accrued interest	187,686	-	-	-	187,686
Notes and loans	-	-	-	266,431	266,431
Agreements with Successor Agency	8,330,305	8,800,185	-	-	17,130,490
Prepaid costs	23,774	-	-	-	23,774
Due from other funds	1,178,999	-	-	-	1,178,999
Land held for development	147,900	-	-	487,083	634,983
Total Assets	**$ 39,977,097**	**$ 10,277,929**	**$ 6,972,897**	**$ 16,451,037**	**$ 73,678,960**
Liabilities, Deferred Inflows of Resources, and Fund Balances					
Liabilities					
Accounts payable	$ 1,705,364	$ -	$ 467,958	$ 583,819	$ 2,757,141
Accrued liabilities	142,854	-	-	48,482	191,336
Deposits payable	1,783,737	-	-	-	1,783,737
Due to other funds	-	-	-	1,178,999	1,178,999
Unearned revenue	-	-	6,600,488	-	6,600,488
Total Liabilities	**3,631,955**	**-**	**7,068,446**	**1,811,300**	**12,511,701**
Deferred Inflows of Resources					
Unavailable revenues	4,976,534	4,442,878	-	-	9,419,412
Total Deferred Inflows of Resources	**4,976,534**	**4,442,878**	**-**	**-**	**9,419,412**
Fund Balances					
Nonspendable:					
Prepaid costs	23,774	-	-	-	23,774
Land held for development	147,900	-	-	-	147,900
Agreements with Successor Agency	3,353,771	4,357,307	-	-	7,711,078
Restricted for:					
Community development projects	-	-	-	160,653	160,653
Public safety	-	-	-	276,649	276,649
Recreation and community services	-	-	-	3,509,229	3,509,229
Public works	-	-	-	7,986,206	7,986,206
Capital projects	-	1,477,744	-	-	1,477,744
Air quality	-	-	-	222,737	222,737
Municipal services	-	-	-	209,366	209,366
Housing	-	-	-	2,290,270	2,290,270
Unassigned	27,843,163	-	(95,549)	(15,373)	27,732,241
Total Fund Balances	**31,368,608**	**5,835,051**	**(95,549)**	**14,639,737**	**51,747,847**
Liabilities, Deferred Inflows of Resources, and Fund Balances	**$ 39,977,097**	**$ 10,277,929**	**$ 6,972,897**	**$ 16,451,037**	**$ 73,678,960**

See accompanying notes to financial statements.

City of Lawndale

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position
June 30, 2023

Total Fund Balances - Governmental Funds		$ 51,747,847
Amounts reported for governmental activities in the statement of position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.		48,034,658
Long-term liabilities are not due and payable in the current period and therefore are not included in the governmental funds:		
Facility and site lease note	$ (354,280)	
Net pension liability	(10,184,340)	
Total OPEB liability	(5,386,566)	
Compensated absences	(682,108)	(16,607,294)
Deferred outflows and inlows of resources related to pensions have not been reported in the governmental funds:		
Pension related deferred outflows of resources	4,267,760	
Pension related deferred inflows of resources	(615,923)	3,651,837
Accrued interest payable for the current portion of interest due on notes that has not been reported in the governmental funds.		(4,912)
Deferred outflows and inflows of resources related to OPEB have not been reported in the governmental funds:		
OPEB related deferred inflows of resources		(505,837)
Revenues reported as unavailable in the governmental funds are recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		9,419,412
Net Position of Governmental Activities		**$ 95,735,711**

See accompanying notes to financial statements.

City of Lawndale

Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Fiscal Year Ended June 30, 2023

	General	Special Revenue Fund: Restricted Urban Development	Special Revenue Fund: ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Taxes	$ 12,806,915	$ -	$ -	$ -	$ 12,806,915
Licenses and permits	773,789	-	-	-	773,789
Intergovernmental	4,378,474	-	1,084,440	7,745,914	13,208,828
Charges for services	1,476,638	-	-	38,599	1,515,237
Use of money and property	439,794	6,529	(95,549)	86,887	437,661
Fines and forfeitures	1,332,596	-	-	-	1,332,596
Miscellaneous	126,258	-	-	121,382	247,640
Total Revenues	**21,334,464**	**6,529**	**988,891**	**7,992,782**	**30,322,666**
Expenditures					
Current:					
General government	4,300,732	-	11,575	11,481	4,323,788
Public safety	6,569,586	-	-	122,100	6,691,686
Code enforcement and animal control	1,272,056	-	-	-	1,272,056
Housing	971,801	-	-	158,019	1,129,820
Recreation and community services	786,506	-	-	141,997	928,503
Public works	2,132,986	-	-	2,220,616	4,353,602
Capital outlay	285,522	-	1,072,865	2,750,965	4,109,352
Debt service:					
Principal retirement	44,266	-	-	-	44,266
Interest and fiscal charges	13,806	-	-	-	13,806
Total Expenditures	**16,377,261**	**-**	**1,084,440**	**5,405,178**	**22,866,879**
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,957,203	6,529	(95,549)	2,587,604	7,455,787
Other Financing Sources (Uses)					
Transfers in	-	-	-	319,865	319,865
Transfers out	(155,729)	(164,136)	-	-	(319,865)
Proceeds from sale of capital assets	9,358	-	-	-	9,358
Total Other Financing Sources (Uses)	**(146,371)**	**(164,136)**	**-**	**319,865**	**9,358**
Net Change in Fund Balances	4,810,832	(157,607)	(95,549)	2,907,469	7,465,145
Fund Balances					
Beginning of year	26,557,776	5,992,658	-	11,732,268	44,282,702
End of Year	**$ 31,368,608**	**$ 5,835,051**	**$ (95,549)**	**$ 14,639,737**	**$ 51,747,847**

See accompanying notes to financial statements.

City of Lawndale

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Fiscal Year Ended June 30, 2023

Net Change in Fund Balances - Total Governmental Funds		$ 7,465,145
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures. However, in the government-wide Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expenses. This is the amount by which capital outlays exceeded depreciation in the current period.		
Capital asset expenditures capitalized	$ 4,654,548	
Depreciation	(2,212,164)	2,442,384
Governmental funds report revenues and expenditures primarily pertaining to long-term liabilities, which are not reported in the statement of activities. At the government-wide level, these activities are reported in the statement of net position. This is the net expenditure reported in the governmental funds, which are not reported in the statement of activities.		
Pension related net adjustments	1,039,204	
OPEB related net adjustments	(117,984)	921,220
Long-term debt activities are not considered revenues or expenses in the government-wide Statement of Activities, but are considered revenues, expenditures, and sources and uses in governmental funds. These include:		
Principal payments on long-term debt		44,266
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Change in compensated absences	(194,448)	
Change in accrued interest	613	(193,835)
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		102,674
Change in Net Position of Governmental Activities		**$ 10,781,854**

See accompanying notes to financial statements.

City of Lawndale

Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2023

	Custodial Fund	Private-Purpose Trust Funds
	PRSSC Fund	Lawndale Successor Agency
Assets		
Cash and investments	$ 37,326	$ 1,855,701
Receivables:		
Accrued interest	-	-
Notes and loans	-	-
Firework deposits	500	
Restricted assets:		
Cash and investments held with fiscal agents	-	2,326,550
Total Assets	**37,826**	**4,182,251**
Liabilities		
Accrued liabilities	-	2,010
Accrued interest	-	401,307
Long-term liabilities:		
Due in one year		
Tax allocation bonds	-	370,000
Direct borrowings	-	1,682,959
Due in more than one year		
Tax allocation bonds	-	16,660,709
Direct borrowings	-	16,318,139
Total Liabilities	**-**	**35,435,124**
Net Position (Deficit)		
Held in trust for other purposes	37,826	(31,252,873)
Total Net Position (Deficit)	**$ 37,826**	**$ (31,252,873)**

See accompanying notes to financial statements.

City of Lawndale

Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Fiscal Year Ended June 30, 2023

	Custodial Fund	Private-Purpose Trust Funds
	PRSSC Fund	Lawndale Successor Agency
Additions		
Taxes	$ -	$ 3,279,488
Interest income	545	49,394
Total Additions	**545**	**3,328,882**
Deductions		
Administrative expenses	-	58,791
Contractual services	-	11,409
Interest and fiscal charges	-	1,236,436
Transfer to other governments	4,298	-
Total Deductions	**4,298**	**1,306,636**
Changes in Net Position	(3,753)	2,022,246
Net Position (Deficit), Beginning of Year	41,579	(33,275,119)
Net Position (Deficit), End of Year	**$ 37,826**	**$ (31,252,873)**

See accompanying notes to financial statements.

I. SIGNIFICANT ACCOUNTING POLICIES

Note 1: Organization and Summary of Significant Accounting Policies

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. A summary of the City of Lawndale's significant accounting policies applied in the preparation of these financial statements follows.

a. Description of the Reporting Entity

The City of Lawndale, California (the City), is a municipal corporation, incorporated on December 28, 1959. The City operates under a Council-Manager form of government and the City Council is comprised of five members, with the Mayor elected by the council itself. Services provided by the City include public safety, public works (streets and facilities maintenance, and engineering), municipal services (animal control, parking and code enforcement, and emergency preparedness), planning and community development, recreation and community services, local access cable television, and other general operations and administrative services.

As required by accounting principles generally accepted in the United States of America, the accompanying financial statements present the activities of the City, as the primary government, and its component units.

The inclusion of an organization within the scope of the reporting entity of the City of Lawndale is based on the provisions of GASB Statement No. 14 (as amended by GASB Statements No. 39, 61 and 80). The blended component units described below, although legally separate entities, are in substance part of the government operation and so data from these component units has been combined herein. The following criteria were used in the determination of the blended component units:

1. The members of the City Council also act as the governing body of the Lawndale Cable Usage Corporation, the Lawndale Housing Authority, and the Lawndale Public Financing Authority.

2. The Cable Usage Corporation, the Housing Authority, and the Public Financing Authority are managed by employees of the City. A portion of the City's personnel costs is allocated to these component units each year.

3. The City, the Cable Usage Corporation, the Housing Authority, and the Public Financing Authority are financially interdependent. They provide a financial benefit/burden to the City.

Note 1: Summary of Significant Accounting Policies (Continued)

a. Description of the Reporting Entity (Continued)

Blended Component Units

The Lawndale Cable Usage Corporation (the Corporation) was established on September 30, 1986. The Corporation was created for the purpose of supporting community television for the citizens of Lawndale. The City Council acts as the Corporation's governing board and exerts significant influence over its operations. The activities of the Corporation have been reported as a special revenue fund of the City and are included in the governmental activities of the accompanying financial statements. Separate financial statements for the Corporation are not prepared.

The Lawndale Housing Authority (the Authority) was established on October 15, 1984. The Authority was created for the purpose of providing housing assistance for low income families, elderly and disabled persons. The City Council acts as the Authority's governing board and exerts significant influence over its operations. The activities of the Housing Authority are related to Section 8 Rental Assistance Program and as of March 2011, the Housing Authority has also assisted in providing Low/Mod Housing to eligible residents. The activities of the Authority have been reported as a special revenue fund of the City and are included in the governmental activities of the accompanying financial statements. Separate financial statements for the Corporation are not prepared.

The Lawndale Financing Authority (the Financing Authority) was established on August 3, 2009. The Financing Authority is a body that serves to expedite transactions between multiple entities under the City's umbrella and therefore does not specifically have its own fund or assets. The City Council acts as the Financing Authority's governing board and exerts significant influence over its operations. Separate financial statements for the Corporation are not prepared.

Private Purpose Trust Fund

The Successor Agency of the Former Redevelopment Agency (the Successor Agency) was created January 17, 2012, as outlined in Assembly Bill 1X 26 (the Bill) which provides the requirements for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City which had previously reported the activities of the former redevelopment agency within the reporting entity of the City as a blended component unit. The Successor Agency is a separate legal entity from the City, but City Council serves in separate sessions as their governing body. The responsibilities of the City as Successor Agency of the Former Redevelopment Agency are limited to acting in a fiduciary capacity, until all enforceable obligations of the Successor Agency have been paid. Because of the nature and significance of the relationship between the City and the Successor Agency, it would be misleading to exclude the Successor Agency from the City's financial statements. The financial activities of the Successor Agency are reported in the City's fiduciary fund statements as a private-purpose trust fund. Separate financial statements for the Successor Agency are not prepared.

Note 1: Summary of Significant Accounting Policies (Continued)

b. Measurement Focus, Basis of Accounting, and Basis of Presentation

The basic financial statements of the City are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements

Government-wide Financial Statements

Government-wide financial statements, which include the Statement of Net Position and Statement of Activities, report information about the primary government and its component units, excluding its fiduciary activities. The statements include separate columns for the governmental activities and business-type activities, as well as discretely presented component units. Eliminations have been made to minimize the double-counting of internal activities. General government expenses have not been allocated as indirect expenses to the various functions of the City.

Government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the City are reported in the government-wide financial statements. Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, deferred outflows or resources, liabilities, and deferred inflows of resources resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

The Statement of Net Position reports the difference between the combined assets and deferred outflows of resources, and the combined liabilities and deferred inflows of resources, as net position.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include charges for services, special assessments, and payments made by parties outside of the reporting government's citizenry, if that money is restricted to a particular program. Program revenues are reported net of direct expenses in the Statement of Activities to present the net cost of each program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Note 1: Summary of Significant Accounting Policies (Continued)

b. Measurement Focus, Basis of Accounting, and Basis of Presentation (Continued)

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as another financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

Fund Financial Statements

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balances, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental and fiduciary funds are presented after the government-wide financial statements. These statements display information about major governmental funds individually and non-major governmental funds in the aggregate. Fiduciary funds of the City primarily represent assets held by the City in a custodial capacity for other individuals or organizations.

Governmental Funds

In the fund financial statements, governmental funds are presented using the modified-accrual basis of accounting. Their revenues are recognized when they become measurable and available as net current assets. Measurable means that the amounts can be estimated, or otherwise determined. Available means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. The City uses an availability period of 60 days.

Sales taxes, property taxes, utility user taxes, motor vehicle in-lieu, licenses and permits, fines and forfeitures, grants and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period to the extent normally collected within the availability period. Other revenue items are considered to be measurable and available when cash is received by the government.

Note 1: Summary of Significant Accounting Policies (Continued)

b. Measurement Focus, Basis of Accounting, and Basis of Presentation (Continued)

Revenue recognition is subject to the measurability and availability criteria for the governmental funds in the fund financial statements. Exchange transactions are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). Locally imposed derived tax revenues are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. Imposed non-exchange transactions are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. Government-mandated and voluntary non-exchange transactions are recognized as revenues when all applicable eligibility requirements have been met.

In the fund financial statements, governmental funds are presented using the current financial resources measurement focus. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Non-current portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate, however, that they should not be considered "available spendable resources," since they do not represent net current assets. Recognition of governmental fund type revenue represented by non-current receivables is deferred until they become current receivables. Non-current portions of other long-term receivables are reported as non-spendable fund balance in the General Fund, and restricted, committed, or assigned fund balance in all other governmental funds, based on the intended use of the proceeds from liquidation of these long-term receivables.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assessments, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets, the proceeds of long-term debt are recorded as other financing sources rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

Note 1: Summary of Significant Accounting Policies (Continued)

b. Measurement Focus, Basis of Accounting, and Basis of Presentation (Continued)

Fiduciary Funds

In the fund financial statements, fiduciary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned, and expenses are recognized when the related goods or services are delivered. In the fund financial statements, fiduciary funds are presented using the economic resources measurement focus. This means that all assets and all liabilities (whether current or non-current) associated with their activity are included on their balance sheets. Fiduciary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

Private-purpose trust funds account for the assets and liabilities of other agencies and report additions such as taxes and deductions such as administrative and contract services.

Custodial funds account for assets held by the City in a custodial capacity.

c. Fund Classification

Governmental funds with assets and deferred outflows, liabilities and deferred inflows, revenues, or expenditures equal to at least 10% of their fund-type total, and at least 5% of the combined total of governmental funds and enterprise funds, as applicable, are required to be reported as a major fund. A governmental fund may also be presented as a major fund in the basic financial statements, even if it does not meet the size criteria just described, if the City's officials believe that the fund is particularly important to the financial statement users (because of public interest, reporting consistency, or otherwise). The General Fund is always reported as a major fund.

Governmental Funds

The City reports the following major governmental funds in the accompanying financial statements:

The **General Fund** is the general operating fund of the City. It is used to account for all financial resources of the City, except those required to be accounted for in another fund.

The **Restricted Urban Development Fund** is used to account for funds derived from the Urban Development Action Grant.

The **ARPA Fund** is used to account for funds related to the State and Local Fiscal Recovery Act.

Note 1: Summary of Significant Accounting Policies (Continued)

c. Fund Classification (Continued)

Additionally, the City reports the following governmental fund types in the accompanying financial statements:

Special Revenue Funds account for taxes and other revenues, which are set aside for a specific purpose in accordance with law or administrative regulation.

Capital Projects Funds account for financial resources used for the acquisition or construction of major capital facilities.

Fiduciary Funds

The City reports the following fiduciary funds which are excluded from the government-wide financial statements:

Private Purpose Trust Funds account for resources assumed from the former Lawndale Redevelopment Agency's assets and obligations and is responsible for winding down the activities related to the dissolution. The fund accounts for revenue received to pay estimated annual installment payments on enforceable obligations approved by the Successor Agency Oversight Board and the California Department of Finance. The City is responsible for ensuring that assets reported in this fund are used for their intended purposes.

Custodial Funds account for assets held by the City in a custodial capacity. These funds include the Custodial Fund (Park Recreation Social Services Committee (PRSSC) Fund) accounts for annual firework sales income earned by the PRSSC and private donations to be used at the discretion of the PRSSC for social and leisure services and events within the City of Lawndale.

d. Cash and Investments

The City pools cash and investments of all funds for the benefit of obtaining the highest yield with the greatest safety and least risk, with the exception of restricted funds required to be held separately. Each fund's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income, earned by the pooled investments, is allocated to the various funds based on each fund's average monthly cash and investment balance.

Cash and Cash Equivalents

Cash and cash equivalents are considered to be cash on hand, deposits with financial institutions, and short-term investments with original maturities of three months or less from the date of acquisition. Cash and cash equivalents are included in the amounts reported as cash and investments.

Note 1: Summary of Significant Accounting Policies (Continued)

d. Cash and Investments (Continued)

Investments

Investments are reported at fair value, the value at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. Changes in fair value that occur during a fiscal year are recognized as investment income reported for the fiscal year. Investment income includes, interest earnings, changes in fair value, and any gains or losses realized upon the liquidation, maturity or sale of investments.

City investments are recorded at fair value, which is primarily determined on the basis of quoted market prices at the end of the year. The City invests in certificates of deposit in various financial institutions through a custodial agent and participates in an investment pool managed by the State of California titled Local Agency Investment Fund (LAIF). The custodial agent makes decisions on behalf of the City into which financial institutions to invest and LAIF invests the City's portion of the pool funds in structured notes and asset-backed securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these structured notes and asset-backed securities are subject to market risk as to change in interest rates. Earnings from these investments along with LAIF are allocated to all funds on a quarterly basis.

e. Prepaid Costs

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid costs in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

f. Land Held for Development

The former Lawndale Redevelopment Agency had purchased properties for the purpose of making them available for sale to developers who have the ability to complete various projects consistent with the mission and activities of the City. Land held for development is valued at the lower of cost or estimated net realizable value determined upon the execution of a disposition and development agreement. If resale of land is not anticipated in the near future, a corresponding portion of the fund balance, which is not available for current expenditure, is reported as non-spendable in the General Fund, and restricted, committed, or assigned in all other governmental funds, based on the intended use of the proceeds from disposition of the land held for development.

Note 1: Summary of Significant Accounting Policies (Continued)

g. Capital Assets and Depreciation

Capital assets, which include buildings, machinery and equipment, and infrastructure are reported in the applicable governmental activities column in the Government-Wide Financial Statements. Capital assets are defined by the government as assets with an initial, individual cost that exceeds $5,000 to $10,000, depending on the class of asset, and an estimated useful life in excess of one year. Such capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Capital assets received in a service concession arrangement are valued at acquisition cost. Donated capital assets are valued at acquisition value on the date donated. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital assets are depreciated over their estimated useful lives using the straight-line method. The purpose of depreciation is to spread the cost of capital assets over the useful life of these assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets. Depreciation of all exhaustible capital assets is charged as an expense against operations.

The estimated useful lives and capitalization thresholds are as follows:

Capital Asset Type	Useful Lives	Capitalization Threshold
Buildings and Structures	30 years	$ 10,000
Improvements Other than Buildings	20 years	10,000
Vehicles, Machine and Equipment	5-30 years	5,000
Infrastructure	30 years	10,000

Infrastructure assets include roads, bridges, sidewalks, curbs and gutters, park improvements and traffic signals.

h. Interfund Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the non-current portion of inter-fund loans).

Note 1: Summary of Significant Accounting Policies (Continued)

i. Deferred Outflows and Inflows of Resources

Deferred Outflows of Resources

In addition to assets, the Statement of Net Position and governmental fund Balance Sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets of fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. Deferred pension related outflows from changes in net pension and total OPEB liability arise only under a full accrual basis of accounting and are reported in the government-wide Statement of Net Position.

Deferred Inflows of Resources

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and thus will not be recognized as an inflow of resources (revenue) until that time. The City has one item which qualifies for reporting in this category. Deferred pension related inflows from changes in net pension liability arise only under a full accrual basis of accounting and are reported in the government-wide Statement of Net Position. Additionally, unavailable revenues arise only under a modified accrual basis of accounting and are reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: grants, and accrued interest on long-term receivables. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

j. Long-Term Debt

Long-term debt and other financed obligations are reported as liabilities in the government-wide financial statements and the fiduciary fund financial statements.

Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable premium or discount.

Note 1: Summary of Significant Accounting Policies (Continued)

k. Compensated Absences

The City accrues a liability for compensated absences which meets the following criteria:

1. The City's obligation relating to employees' rights to receive compensation for future absences is attributable to employees' services already rendered.
2. The obligation relates to rights that vest or accumulate.
3. Payment of the compensation is probable.
4. The amount can be reasonably estimated.

A liability is recorded only if it has matured for unused vacation and similar compensatory leave balances since the employees' entitlement to these balances are attributable to services already rendered and it is probable that virtually all of these balances will be liquidated by either paid time off or payments upon termination or retirement.

A liability is recorded for unused sick leave balances only to the extent that it is probable that the unused balances will result in termination payments. This is estimated by including in the liability the unused balances of employees currently entitled to receive termination payment, as well as those who are expected to become eligible to receive termination benefits as a result of continuing their employment with the City.

l. Pensions

PERS Pension Plans

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Net pension liabilities are generally liquidated by the City’s General Fund.

GASB Statement No. 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date (VD)	June 30, 2021
Measurement Date (MD)	June 30, 2022
Measurement Period (MP)	July 1, 2021 to June 30, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

l. Pensions (Continued)

PARS Pension Plans

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the Public Agency Retirement Services (PARS) Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. PARS audited financial statements are publicly available reports that can be obtained at PARS' website. Net pension liabilities are generally liquidated by the City's General Fund.

GASB Statement No. 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date (VD)	June 30, 2021
Measurement Date (MD)	June 30, 2023
Measurement Period (MP)	July 1, 2022 to June 30, 2023

m. Postemployment Benefits Other than Pension (OPEB)

For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB and OPEB expense, information about the City's OPEB plan have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Total OPEB liabilities are generally liquidated by the City's General Fund.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date:	June 30, 2022
Measurement Date:	June 30, 2023
Measurement Period:	July 1, 2022 to June 30, 2023

Note 1: Summary of Significant Accounting Policies (Continued)

n. Net Position and Fund Balance

Government-Wide Financial Statements

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets consists of capital assets net of accumulated depreciation and reduced by outstanding debt and related deferred outflows and inflows of resources that are attributed to the acquisition, construction, or improvement of the assets.

Restricted net position includes amounts restricted by external creditors, grantors, contributors, laws or regulations of other governments.

Unrestricted net position is all net position that does not meet the definition of "net investment in capital assets" or "restricted net position."

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Financial Statements

In the fund financial statements, government funds report the following fund balance classification:

Non-spendable includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted includes amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution of the City Council.

Note 1: Summary of Significant Accounting Policies (Continued)

n. Net Position and Fund Balance (Continued)

Assigned include amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed. The Finance Director and/or Treasurer is authorized to assign amounts to a specific purpose, which was established by the governing body in resolution.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes. The General Fund is the only fund that should report this category of fund balance, unless a negative fund balance exists.

An individual governmental fund could include non-spendable resources and amounts that are restricted or unrestricted (committed, assigned, or unassigned) or any combination of those classifications. Restricted amounts are to be considered spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available and committed, assigned, then unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned, and lastly the unassigned fund balance.

o. Property Taxes

With the passage of Proposition 13 in 1978 (Article XIIIA, California State Constitution), property taxes are limited to one percent of market value, plus additional taxes for repayment of existing or subsequent voter-approved indebtedness. Under Article XIIIA, the market value of taxable property is subject to a maximum annual increase of two percent. Market value may be appraised at significantly more than two percent depending on other factors such as improvements, sale or change of ownership.

Note 1: Summary of Significant Accounting Policies (Continued)

o. Property Taxes (Continued)

The City receives a portion of the one percent general tax levy which is shared by several other local governments including the county and the school district. The City's share is based on a formula prescribed in Section 26912(b) of the Government Code. The county apportions property taxes to the City on a scheduled basis which generally adheres to the actual tax collection periods. The tax lien date is January 1 of each year and covers the ensuing fiscal year's tax returns. The tax levy date is from July 1 to June 30 of each year. The first installment becomes due on November 1 with penalties and interest accruing after December 10. The second installment is due no later than April 10.

p. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the reporting date and revenue and expenses during the reporting period. Actual results could differ from those estimates.

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II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Note 2: Stewardship, Compliance and Accountability

Deficit Fund Balances

The following non-major governmental funds reported a deficit fund balance at June 30, 2023:

	Deficit Fund Balance
Governmental Funds:	
Major Governmental Funds:	
ARPA	$ (95,549)
Non-major Governmental Funds:	
Justice Assistance Grant	(9,873)
Prop 68 2018 Parks Bond Act	(3,857)
TDA Article 3 (Metro)	(1,643)

Deficits in the in the funds listed above will be resolved with future grant revenue.

Expenditures in Excess of Appropriations

Excess of expenditures over appropriations in individual funds are as follows:

	Final Budget	Expenditures	Excess
Non-major Funds:			
Groundwater Sustainability (AB 939)	$ 186,451	$ 187,165	$ (714)

III. DETAILED NOTES ON ALL FUNDS

Note 3: Cash and Investments

Summary of Cash and Investments

Cash and investments as of June 30, 2023 are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and investments	$ 49,634,328
Fiduciary Funds:	
Cash and investments	1,893,027
Cash and investments held with fiscal agents	2,326,550
Total	$ 53,853,905

Cash and investments as of June 30, 2023, consist of the following:

Cash on hand	$ 1,151
Deposits with financial institutions	22,019,587
Restricted cash held with fiscal agents	2,326,550
Investments	29,506,617
Total	$ 53,853,905

Deposits

California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure a City's deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits that are fully insured up to $250,000 by the FDIC. The collateral for deposits in federal and state-chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an Agent of Depository has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository is considered to be held for, and in the name of, the local governmental agency.

As of June 30, 2023, deposits were not subject to custodial credit risk as they were entirely insured or collateralized with securities held by the City or the City's agent in the City's name.

Note 3: Cash and Investments (Continued)

Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code and the City's investment policy. The table also identifies certain provisions of the California Government Code (or the City's investment policy, if more restrictive) that address interest rate risk and concentration of credit risk. This table does not address investments in vehicles which if not specifically mentioned in the City's investment policy, are not authorized unless the policy is amended by the City Council or are approved as indentures, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage or Amount of Portfolio*	Maximum Investment in One Issuer
U.S. Treasury Bills	1 year	None	None
U.S. Treasury Notes	10 years	None	None
Federal Agency Issues	N/A	None	None
Certificates of Deposit	5 years	None	$250,000
Bankers' Acceptances	180 days	40%	None
County Pool Investment Funds	N/A	5% of County Pool	None
Local Agency Investment Fund (LAIF)	N/A	None	$75 million
U.S. Treasury Bonds	30 years	None	None
Mutual Funds	N/A	5%	None
Passbook Savings	N/A	None	$250,000
Negotiable Certificates of Deposit	N/A	None	None

*Excluding amounts held by bond trustees that are not subject to California Government Code restrictions.

No investment shall be made that will cause the total investment pool to have greater than 30% of investments to have a maturity date greater than two years. The City's investment policy does not contain any specific provisions intended to limit the City's exposure to interest rate risk, credit risk, and concentration of credit risk.

Investments as of June 30, 2023 consist of the following:

	Fair Value
Investments Authorized by CA Government Code/City Investment Policy	
Local Agency Investment Fund (LAIF)	$ 23,542,046
Certificates of deposit	4,969,310
Federal agency issues	995,261
Total Investments	$ 29,506,617

Note 3: Cash and Investments (Continued)

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Currently, LAIF does not have an investment rating. LAIF has a minimum $5,000 transaction amount in increments of $1,000 with a maximum of 15 transactions (combination of deposits and withdrawals) per month. LAIF required a one-day prior notice for deposits and withdrawals of $10 million or more.

Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or transfer a liability in an orderly transaction between market participants at the measurement date. A fair value hierarchy is established prioritizing the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

Level 1 - Inputs are quoted market prices (unadjusted) in active markets for identical assets or liabilities that the entity has the ability to access at the measurement date.

Level 2 - Inputs other than quoted prices within Level 1 that are observable, either directly or indirectly such as quoted prices for similar assets or liabilities in active markets or inactive markets, or inputs other than quoted prices that are observable for the asset or liability.

Level 3 - Inputs are unobservable. Valuations for assets and liabilities are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer, or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

The City uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the City measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 3 inputs are only used when Level 1 or Level 2 inputs are not available.

Note 3: Cash and Investments (Continued)

The use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in different fair value measurement at the reporting date. The valuation levels are not necessarily an indication of the risk or liquidity associated with the underlying investments.

The City has US Government Securities, which are Level 2 investments, of $995,261 as of June 30, 2023. The remaining investments are not subject to the fair value hierarchy.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. The City has certificates of deposit that are over 60 months, which is a current violation of the investment policy.

Information about the sensitivity of the fair values of the City's investments to market interests is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in Months)			
Investment Type	Fair Value	12 Months or Less	13 to 24 Months	25 to 60 Months	More than 60 Months
Investments					
Local Agency Investment Fund (LAIF)	$23,542,046	$23,542,046	$ -	$ -	$ -
Certificates of deposit	4,969,310	974,749	479,326	2,410,305	1,104,930
Federal agency issues	995,261	-	-	995,261	-
Total Investments	$29,506,617	$24,516,795	$ 479,326	$ 3,405,566	$1,104,930

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investments in LAIF and certificates of deposit are not rated by a nationally recognized statistical rating organization.

Investment Type	Minimum Credit Rating	Fair Value	Not Rated
Local Agency Investment Fund (LAIF)	Not Rated	$23,542,046	$23,542,046
Certificates of deposit	Not Rated	4,969,310	4,969,310
Federal agency issues	Not Rated	995,261	995,261
Total Investments		$29,506,617	$29,506,617

Note 3: Cash and Investments (Continued)

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. The City did not have investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of the City's total investments.

Custodial Credit Risk

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City's investment policy requires that all securities owned by the City be held in third-party safekeeping by the trust department of the City's bank or another designated third-party trust, in the City's name and control, under the terms of a custody agreement executed by the trust institution and the City. Investments held by the City were not subject to custodial credit risk at June 30, 2023. As of June 30, 2023, no City investments were held by the same broker-dealer (counterparty) that was used by the City to buy the securities.

Note 4: Notes and Loans Receivable

The City's outstanding loans receivable as of June 30, 2023, are as follows:

Nonmajor Governmental Funds:	
Housing rehabilitation loan program	$ 266,431
Total	$ 266,431

Housing Rehabilitation Loan Program

The Lawndale Housing Authority and Community Development Block Grant Special Revenue Funds operate a housing rehabilitation loan program, which provides loans to borrowers who meet certain qualifications for the purpose of rehabilitating their homes. Loans that are not forgivable are secured by a deed of trust and are normally repaid when the relating home changes ownership. The City did not fund any new loans during the fiscal year. As of June 30, 2023, the outstanding receivable balance for the housing rehabilitation loan program was $266,431.

The balance of the forgivable loans receivable was $72,000 at June 30, 2023 and have been fully allowed for.

Note 5: Agreements with Successor Agency Receivable

The City previously loaned the former Lawndale Redevelopment Agency (RDA) funds prior to dissolution of various redevelopment activities. The repayment of these amounts has been approved by the California Department of Finance. Additionally, the former RDA agreed to reimburse the City for the debt service on the lease, under the terms of a Public Works Agreement between the City and former RDA. This reimbursement has also been approved by the California Department of Finance. With the dissolution of the City's former RDA pursuant to ABx1 26, repayment of the loans and reimbursement of the debt service on the lease is now being made by the Successor Agency to the former RDA, Lawndale Successor Agency (the Successor Agency).

During the 2015-16 fiscal year, the State of California passed Senate Bill 107 (SB 107) which amended the Health and Safety Code to require interest on loans between the City and the Successor Agency to be calculated quarterly using a 3% simple interest rate, from the previously required historical LAIF compounding interest rate. SB 107 also requires that any amount received relating to these outstanding balances must be applied towards the outstanding principal balance before it may be applied towards accrued interest. Because governmental funds are accounted for under the modified accrual basis of accounting, the amounts representing accrued interest have been deferred and reported as unavailable revenue on the governmental fund financial statements balance sheet. See Note 14 to the financial statements for additional information.

As of June 30, 2023, agreements with the Successor Agency receivable were reported in the accompanying financial statements as follows:

	Principal	Accrued Interest	Balance at June 30, 2023
General Fund			
2000 Cooperation Agreement	$ 1,713,848	$ 2,578,130	$ 4,291,978
2001 Cooperation Agreement	1,657,779	2,380,548	4,038,327
Subtotal General Fund	3,371,627	4,958,678	8,330,305
Restricted Urban Development			
2000 Financing Agreement	4,357,307	4,442,878	8,800,185
Total	$ 7,728,934	$ 9,401,556	$ 17,130,490

Note 6: Interfund Receivables, Payables and Transfers

a. Due To/From Other Funds:

As of June 30, 2023, the City had the following due to/from other funds:

Due to Other Funds	Due from Other Funds General Fund
Non-major Governmental Funds	$ 1,178,999

Short-term loans from the General Fund to the Non-major Governmental Funds were made to eliminate short-term cash deficits.

b. Transfers In/Out:

Transfers in and out for the year ended June 30, 2023, were as follows:

	Transfers Out		
Transfers In	General Fund	Restricted Urban Development	Total
Non-Major Governmental Funds	$ 155,729	$ 164,136	$ 319,865

In fiscal year 2023, the General Fund and the Restricted Urban Development transferred $155,729 and $164,136, respectively, to the Lawndale Housing Authority to provide the 20% housing set aside funds required by the Successor Agency loans.

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Note 7: Capital Assets

A summary of changes in capital assets activity for the year ended June 30, 2023, is as follows:

	Balance at June 30, 2022	Additions	Construction Placed in Service	Disposals	Balance at June 30, 2023
Capital assets not depreciated:					
Land	$ 5,215,937	$ -	$ -	$ -	$ 5,215,937
Construction in progress	5,995,133	4,327,600	(3,772,973)	-	6,549,760
Total capital assets not being depreciated	11,211,070	4,327,600	(3,772,973)	-	11,765,697
Capital assets being depreciated:					
Building and structures	18,191,094	-	-	-	18,191,094
Improvements other than buildings	1,025,197	-	-	-	1,025,197
Vehicles, machinery and equipment	2,870,796	326,948	-	(51,186)	3,146,558
Infrastructure	40,522,375	-	3,772,973	-	44,295,348
Total capital assets being depreciated	62,609,462	326,948	3,772,973	(51,186)	66,658,197
Accumulated depreciation:					
Building and structures	8,651,442	569,293	-	-	9,220,735
Improvements other than buildings	559,767	61,193	-	-	620,960
Vehicles, machinery and equipment	2,265,999	142,757	-	(51,186)	2,357,570
Infrastructure	16,751,050	1,438,921	-	-	18,189,971
Total accumulated depreciation	28,228,258	2,212,164	-	(51,186)	30,389,236
Total capital assets being depreciated, net	34,381,204	(1,885,216)	3,772,973	-	36,268,961
Total capital assets, net	$ 45,592,274	$ 2,442,384	$ -	$ -	$ 48,034,658

Adjustments in the current year were related to various items being removed from the City's capital asset listing that were erroneously included in prior year balances, and the addition of two projects that were erroneously expensed in the prior year.

Depreciation expense was charged to functions/programs based on their usage of the related assets. The allocation of depreciation expense for the year ended June 30, 2023, is as follows:

General government	$ 120,372
Public safety	3,751
Housing	594,255
Recreation and community services	3,750
Public works	1,490,036
Total	$ 2,212,164

Note 8: Long-Term Debt

The following is a summary of changes in long-term debt for the year ended June 30, 2023:

	Balance at June 30, 2022	Additions	Deletions	Balance at June 30, 2023	Due Within One Year
Direct borrowings:					
Facility and site lease note	$ 398,546	$ -	$ 44,266	$ 354,280	$ 45,748
Total	$ 398,546	$ -	$ 44,266	$ 354,280	$ 45,748

Facility and Site Lease Note

In 2005, the City and the former RDA entered into a Public Works Agreement, as authorized by the Community Development Law, in which the former RDA agreed to provide funding for certain public works projects, and the City agreed to construct them. In 2009, the former RDA funded most of the construction and land acquisition for Hopper Park. The former RDA wanted to finance a portion of the construction with California Infrastructure and Economic Development Bank (CIEDB), but in order to obtain the loan it was necessary to pledge a public facility. Since the former RDA did not own any public facilities, the City pledged a maintenance office building and a portion of the land located at 4722 Manhattan Beach Blvd., Lawndale, California, and on February 1, 2010, the City entered into a Facility and Site Lease Agreement with CIEDB. This agreement required that the City pay CIEDB "lease" payments on the pledged property, with the City retaining the title to the pledged property at the end of the lease term. CIEDB agreed to loan the City $830,100, to be used for the construction of Hopper Park. Under the terms of the Public Works Agreement, the former RDA was to reimburse the City for the debt service on the lease.

With the dissolution of the City's former RDA pursuant to ABx1 26, reimbursement of the debt service on the lease is now being made by the Successor Agency to the former RDA, Lawndale Successor Agency (the Successor Agency).

Principal payments are due annually on August 1, with interest due semi-annually on February 1 and August 1. The annual interest rate on the facility and site lease is 3.35%, and the lease matures on August 1, 2029. Principal and interest payments remaining at June 30, 2023, are as follows:

Year Ended June 30,	Facility and Site Lease Note		
	Principal	Interest	Total
2024	$ 45,748	$ 11,102	$ 56,850
2025	47,281	9,544	56,825
2026	48,865	7,933	56,798
2027	50,502	6,269	56,771
2028	52,194	5,035	57,229
2029-2030	109,690	4,201	113,891
Total	$ 354,280	$ 44,084	$ 398,364

Note 9: Compensated Absences

Vacation time may be accumulated up to two years' entitlement plus the current year's leave allowance. Cash compensation for accrued vacations is generally not payable until the employee terminates employment with the City. Cash compensation for unused sick leave is payable to an employee only upon termination of employment with the City and the employee is compensated at the rate of 50 percent of their sick leave daily rate, as long as it does not exceed the threshold of 391 hours of combined vacation and sick leave.

Cash compensation for vacation, sick leave, and compensatory time will be paid in future years from the General Fund. The following is a summary of changes in compensated absences liabilities for the year ended June 30, 2023:

	Balance at June 30, 2022	Additions	Deletions	Balance at June 30, 2023	Due in One Year
Compensated Absences	$ 487,660	$ 219,255	$ 24,807	$ 682,108	$ 328,299

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Note 10: Liability, Workers' Compensation, and Purchased Insurance

a. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City of Lawndale is a member of the California Joint Powers Insurance Authority (Authority). The Authority is composed of 124 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

b. Primary Self-Insurance Programs of CJPIA

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Primary Liability Program

Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $100,000 to $500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $500,000 to $50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is $50 million per occurrence. Subsidence losses also have a $50 million per occurrence limit. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: https://cjpia.org/coverage/risk-sharing-pools/.

Note 10: Liability, Workers' Compensation, and Purchased Insurance (Continued)

b. Primary Self-Insurance Programs of CJPIA (Continued)

Primary Workers' Compensation Program

Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $75,000 to $200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2022-23 the Authority's pooled retention is $1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to $1 million. Coverage from $1 million to $5 million is purchased through reinsurance policies, and Employer's Liability losses from $5 million to $10 million are pooled among members.

c. Purchased Insurance

Pollution Legal Liability Insurance

The City of Lawndale participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City of Lawndale. Coverage is on a claims-made basis. There is a $250,000 deductible. The Authority has an aggregate limit of $20 million.

Property Insurance

The City of Lawndale participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City of Lawndale property is currently insured according to a schedule of covered property submitted by the City of Lawndale to the Authority. City of Lawndale property currently has all-risk property insurance protection in the amount of $29,714,584. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

Note 10: Liability, Workers' Compensation, and Purchased Insurance (Continued)

c. Purchased Insurance (Continued)

Crime Insurance

The City of Lawndale purchases crime insurance coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority.

d. Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2022-23.

Note 11: Defined Benefit Pension Plans

Summary of Pension Plans

	Net Pension Liability	Deferred Outflows	Deferred Inflows	Pension (Income)/ Expense
CalPERS Plan	$10,061,592	$4,210,820	$ (615,923)	$ 15,918
PARS Plan	122,748	56,940	-	27,897
Totals	$10,184,340	$4,267,760	$ (615,923)	$ 43,815

CalPERS Miscellaneous Cost Sharing Plan

a. General Information about the Pension Plan

Plan Description

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan or PERF C) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under generally accepted accounting principles. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors two miscellaneous plans. Benefit provisions under the Plan are established by State statute and City resolution.

Note 11: Defined Benefit Pension Plans (Continued)

a. General Information about the Pension Plan (Continued)

CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website, at www.calpers.ca.gov.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan operates under the provisions of the California Public Employees' Retirement Law (PERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by the CalPERS Board of Administration. The Plan's authority to establish and amend the benefit terms are set by the PERL and PEPRA, and may be amended by the California state legislature and in some cases require approval by the CalPERS Board.

The Plan's provisions and benefits in effect at June 30, 2023 are summarized as follows:

	Miscellaneous	
Hire date	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2.0% @ 55	2.0% @ 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 67	52 - 67
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.000% to 2.500%
Required employee contribution rates	7.000%	6.750%
Required employer contribution rates	10.870%	7.470%

Note 11: Defined Benefit Pension Plans (Continued)

a. General Information about the Pension Plan (Continued)

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. Employer Contributions to the Plan for the fiscal year ended June 30, 2023 were $1,052,023. The actual employer payments of $947,169 made to CalPERS by the City during the measurement period ended June 30, 2022 differed from the City's proportionate share of the employer's contributions of $1,457,009 by $509,840, which is being amortized over the expected average remaining service lifetime in the Public Agency Cost-Sharing Multiple Employer Plan.

b. Net Pension Liability

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2022, using an annual actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is as follows.

Note 11: Defined Benefit Pension Plans (Continued)

b. Net Pension Liability (Continued)

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The collective total pension liability for the June 30, 2022 measurement period was determined by an actuarial valuation as of June 30, 2021, with update procedures used to roll forward the total pension liability to June 30, 2022. The collective total pension liability was based on the following assumptions:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry Age Actuarial Cost Method
Asset Valuation Method	Fair Value of Assets
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table [(1)]	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter

[(1)] The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points.

Note 11: Defined Benefit Pension Plans (Continued)

b. Net Pension Liability (Continued)

The expected real rates of return by asset class are as follows:

Asset Class[1]	Assumed Asset Allocation	Real Return Years 1 - 10[1,2]
Global equity - cap-weighted	30.00%	4.54%
Global Equity - non-cap-weighted	12.00%	3.84%
Private equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed securities	5.00%	0.50%
Investment grade corporates	10.00%	1.56%
High yield	5.00%	2.27%
Emerging market debt	5.00%	2.48%
Private debt	5.00%	3.57%
Real assets	15.00%	3.21%
Leverage	-5.00%	-0.59%

[1]In the System's ACFR, fixed income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

[2]An expected inflation of 2.30% used for this period

Change of Assumptions

Effective with the June 30, 2021, valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions.

Note 11: Defined Benefit Pension Plans (Continued)

b. Net Pension Liability (Continued)

Discount Rate

The discount rate used to measure the total pension liability for PERF C was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Subsequent Events

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for fiscal year 2020-21. Based on the thresholds specified in CalPERS Funding Risk Mitigation policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate used for funding purposes of 0.20%, from 7.00% to 6.80%. Since CalPERS was in the final stages of the four-year Asset Liability Management (ALM) cycle, the board elected to defer any changes to the asset allocation until the ALM process concluded, and the board could make its final decision on the asset allocation in November 2021.

On November 17, 2021, the board adopted a new strategic asset allocation. The new asset allocation along with the new capital market assumptions, economic assumptions and administrative expense assumption support a discount rate of 6.90% (net of investment expense but without a reduction for administrative expense) for financial reporting purposes. This includes a reduction in the price inflation assumption from 2.50% to 2.30% as recommended in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study also recommended modifications to retirement rates, termination rates, mortality rates and rates of salary increases that were adopted by the board. These new assumptions will be reflected in the GASB 68 accounting valuation reports for the June 30, 2022, measurement date.

Pension Plan Fiduciary Net Position

Information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position are presented in CalPERS' audited financial statements, which are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov. The plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis used by the pension plan, which is the economic resources measurement focus and the accrual basis of accounting. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value.

Note 11: Defined Benefit Pension Plans (Continued)

c. Proportionate Share of Net Pension Liability

The following table shows the City's proportionate share of the Plan's net pension liability over the measurement period.

	Increase (Decrease)		
	Plan Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (c) = (a) - (b)
Balance at: 6/30/2021 (VD)	$ 36,251,710	$ 31,588,037	$ 4,663,673
Balance at: 6/30/2022 (MD)	38,150,789	28,089,197	10,061,592
Net Changes during 2021-22	$ 1,899,079	$ (3,498,840)	$ 5,397,919

Valuation Date (VD), Measurement Date (MD)

The City's proportion of the net pension liability was determined by CalPERS using the output from the Actuarial Valuation System and the fiduciary net position, as provided in the CalPERS Public Agency Cost-Sharing Allocation Methodology Report, which is a publicly available report that can be obtained at CalPERS' website, at www.calpers.ca.gov.

The City's proportionate share of the net pension liability for the miscellaneous Plan as of the June 30, 2021 and 2022 measurement dates was as follows:

Proportionate Share - June 30, 2021	0.24561%
Proportionate Share - June 30, 2022	0.21503%
Change - Increase (Decrease)	-0.03058%

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 6.9 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.9 percent) or 1 percentage-point higher (7.9 percent) than the current rate:

	Discount Rate - 1% (5.9%)	**Current Discount (6.9%)**	**Discount rate + 1% (7.9%)**
Plan's Net Pension Liability	$ 15,262,232	$ 10,061,592	$ 5,782,755

Note 11: Defined Benefit Pension Plans (Continued)

c. Proportionate Share of Net Pension Liability (Continued)

Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments	5-year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lives (EARSL) of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Public Agency Cost-Sharing Multiple-Employer Plan (PERF C).

The EARSL for PERF C for the measurement period ending June 30, 2022 is 3.7 years, which was obtained by dividing the total service years of 574,665 (the sum of remaining service lifetimes of the active employees) by 153,587 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

d. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

As of the start of the measurement period (July 1, 2021), the City's net pension liability was $4,663,673. For the measurement period ending June 30, 2022 (the measurement date), the City incurred a pension expense of $15,918.

Note 11: Defined Benefit Pension Plans (Continued)

d. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions (continued)

As of June 30, 2023, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 66,728	$ -
Changes of assumptions	1,031,020	-
Net difference between projected and actual earnings on pension plan investments	1,843,016	-
Changes in employer's proportion	218,033	-
Differences between the employer's contributions and the employer's proportionate share of contributions	-	(615,923)
Pension contributions subsequent to measurement date	1,052,023	-
Total	**$ 4,210,820**	**$ (615,923)**

The amounts above are net of outflows and inflows recognized in the 2021-22 measurement period expense. Contributions subsequent to the measurement date of $1,052,023 reported with deferred outflows of resources will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Measurement Fiscal Year Ended June 30:	Deferred Outflows/(Inflows) of Resources
2024	$ 582,674
2025	527,437
2026	305,512
2027	1,127,251
2028	-
Thereafter	-

e. Payable to the Pension Plan

At June 30, 2023, the City reported a payable of $0 for the outstanding amount of contributions to the pension plan required for the year then ended.

Note 11: Defined Benefit Pension Plans (Continued)

PARS Retirement Enhancement Plan

a. General Information about the Pension Plan

Plan Description

The City established an agent multiple-employer defined benefit Retirement Enhancement Plan (PARS-REP) administered by Public Agency Retirement System (PARS) for its Central Management Team (CMT) effective July 1, 2007. PARS-REP is a defined benefit 401 (a) tax-qualified multiple agency trust and meets the requirements of a pension trust under California Government code.

Benefits Provided

The plan provides supplemental retirement benefits in addition to CalPERS. Created in 1991 and amended in 1999, the PARS-REP plan has a master agreement between Phase II Systems - the Plan Administrator, Union Bank of California - the Custodian of funds and various participating agencies. The plan provides supplemental retirement benefits in addition to CalPERS. The Director of Finance/ City Treasurer is the internal plan administrator and bears the responsibility of completing and executing all plan documents, logistical payroll set-up, providing information on new participants and continuing disclosure in future years. Upon meeting the eligibility requirements, the plan provides a supplemental retirement benefit equal to the "3.0% at 55" plan factor (formula is a static 3.0% at age 55 and older), less the CalPERS "2% at 55" plan factors for years of City services as a CMT member. Employees will be eligible for the benefit upon attaining age 50 with two years of City service as a CMT member and concurrent CalPERS retirement. The plan was designed to reduce the high-level of turnover in top management and support the City's goal of retaining quality employees to ensure good public service. The City later added the City Manager to the PARS-REP plan under a different tier in 2008. The latter individual received a "1% at 65" plan through PARS-REP. The City has full discretionary authority to control, amend, modify or terminate this plan at any time. Effective, January 1, 2013, the City entered into the PARS-REP plan under which the City Manager will no longer be covered under the plan.

Employees Covered

At June 30, 2023, the following employees were covered by the benefit terms of the Plan:

Description	Members
Actives	-
Terminated vested and other inactives	-
Retirees and beneficiaries	6
Total	**6**

Note 11: Defined Benefit Pension Plans (Continued)

a. General Information about the Pension Plan (Continued)

Funding Policy

The City contributed 7.00% of eligible employees' gross wages to fund the benefits available under this plan in prior years. Employee contributions are not required. The City contributed $30,997 during fiscal year 2023 to the Plan.

PARS-REP issues a separate comprehensive annual financial report. Copies of PARS-REP annual financial report may be obtained from the PARS-REP Executive Office, 3961 MacArthur Boulevard, Suite 200, Newport Beach, California 92660.

b. Net Pension Liability

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

For the measurement period ended June 30, 2023 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2022 total pension liability. The June 30, 2023 total pension liability was based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions	
Discount Rate	6.50%
Inflation	2.50%
Salary Increases	Not applicable, no active participants.
Investment Rate of Return	6.50%
Cost of Living Adjustments	2.00%
Mortality	Pre-retirement: Consistent with the Non-Industrial rates used to value the Miscellaneous Agency CalPERS Pension Plans after June 30, 2017. Post-retirement: Consistent with the Non-Industrial rates used to value the Miscellaneous Agency CalPERS Pension Plans after June 30, 2017.
Retirement	The assumed retirement age for terminated vested participants is 65.
Maximum Benefits and Salary	Salary used in the calculation of final average compensation is subject to the limitations of IRC 401(a)(17). The limit is assumed to increase 2.75% per annum.

Note 11: Defined Benefit Pension Plans (Continued)

b. Net Pension Liability (Continued)

Long-term Expected Rate of Return

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are per actuarial investment consulting practice as of June 30, 2023 are as follows:

Asset Class	Index	Target Allocation	Long-Term Expected Arithmetic Real Rate of Return	Long-Term Expected Geometric Real Rate of Return
US Cash	BAML 3-Mon T-Bills	4.56%	0.51%	0.49%
US Core Fixed Income	Bloomberg Barclays Aggregate	47.61%	2.07%	1.93%
US Equity Market	Russell 3000 TR USD	36.54%	5.56%	3.90%
Foreign Developed Equity	MSCI EAFE NR USD	6.01%	6.89%	5.07%
Emerging Markets Equity	MSCI EM NR USD	3.70%	9.58%	6.18%
US REITs	FTSE Nareit All Equity REITs TR	1.58%	6.96%	4.74%
Assumed Inflation - Mean			2.32%	2.32%
Assumed Inflation - Standard Deviation			1.42%	1.42%
Portfolio Real Mean Return			3.92%	3.47%
Portfolio Nominal Mean Return			6.24%	5.88%
Portfolio Standard Deviation				8.81%
Long-Term Expected Rate of Return				**6.50%**

Change in Assumptions

There were no changes of assumptions.

Discount Rate

The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Note 11: Defined Benefit Pension Plans (Continued)

b. Net Pension Liability (Continued)

A blended discount rate is generally required to be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan's Fiduciary Net Position (fair value of assets) is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses. Determining the discount rate will often require that the actuary perform complex projects asset values. Alternative evaluations of projected solvency are allowed, if such evaluation can reliably be made.

Pension Plan Fiduciary Net Position

Information about the plan's fiduciary net position are issued in a separate comprehensive annual financial report and may be obtained from the PARS-REP Executive Office, 3961 MacArthur Boulevard, Suite 200, Newport Beach, California 92660.

c. Changes in the Net Pension Liability

The following table shows the changes in net pension liability recognized over the measurement period for the PARS Plan.

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (c) = (a) - (b)
Balance as of June 30, 2022	$ 845,215	$ 699,931	$ 145,284
Changes for the year:			
Interest on the total pension liability	52,912	-	52,912
Benefit payments	(63,381)	(63,381)	-
Employer Contributions	-	30,997	(30,997)
Net investment income	-	48,035	(48,035)
Administrative expenses	-	(3,584)	3,584
Balance as of June 30, 2023	$ 834,746	$ 711,998	$ 122,748

Note 11: Defined Benefit Pension Plans (Continued)

c. Changes in the Net Pension Liability (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City of Lawndale, calculated using the discount rate of 6.50%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1 % point lower (5.50%) or 1% point higher (7.50%) than the current rate.

	Discount Rate - 1% (5.50%)	Current Discount (6.50%)	Discount rate + 1% (7.50%)
Net Pension Liability	$ 206,947	$ 122,748	$ 50,868

d. Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions

As of the start of the measurement period, July 1, 2022, the net pension liability was $145,284. For the measurement period ending June 30, 2023, the City incurred a pension expense of $27,897 for the PARS Plan. A complete breakdown of the pension expense is as follows:

Description	Amount
Interest on total pension liability	$ 52,912
Administrative expenses	3,584
Expected investment return of net investment expenses	(44,345)
Recognition of deferred inflows/outflows of resources:	
Investment gains or losses	15,746
Pension expense	$ 27,897

Note that no adjustments have been made for contributions subsequent to the measurement date. Adequate treatment of any contributions made after the measurement date is the responsibility of the City.

Note 11: Defined Benefit Pension Plans (Continued)

d. Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

As of June 30, 2023, the City reported deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings	$ 56,940	$ -
Total	$ 56,940	$ -

Amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Measurement Period Fiscal Year Ended June 30	Deferred Inflows of Resources
2024	$ 15,306
2025	10,601
2026	31,771
2027	(738)
2028	-
Thereafter	-

For the fiscal year ended June 30, 2023, the City recognized pension expense of $43,815.

Note 12: Other Post-Employment Benefits Plan

Plan Description

The City provides retiree medical benefits under the CalPERS health plan which provides medical insurance benefits to eligible retirees and their spouses in accordance with various labor agreements. The plan is considered to be a single employer defined benefit plan. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95814.

Note 12: Other Post-Employment Benefits Plan (Continued)

Employees Covered

As of the June 30, 2023, actuarial valuation, membership of the plan consisted of the following:

Participating active employees	45
Inactive employees receiving benefits	26
Inactive employees entitled to, but not receiving benefits	-
Total number of participants	71

Contributions

The contribution requirements of plan members and the City are established and may be amended by the City Council, and/or the employee associations. The City is currently funding this OPEB obligation based on a pay-as-you-go basis. For the measurement date ended June 30, 2023, the City's cash contributions were $238,584.

Total OPEB Liability

The City's total OPEB liability was measured as of June 30, 2023 and was determined by an actuarial valuation dated June 30, 2022, based on the following actuarial methods and assumptions:

Actuarial Assumptions	**June 30, 2023 Measurement Date**
Actuarial Valuation Date	June 30, 2022
Contribution Policy	No pre-funding
Discount Rate	3.86% in 2023
General Inflation	2.30%
Mortality, Retirement, Disability, Termination	Based on CalPERS 2017 CalPERS Mortality for Miscellaneous and School Employees
Salary increases	2.80% per year
Medical Trend	4% per year
Healthcare Participation	*Current Actives:* 100% *Current Retirees:* 100%

Note 12: Other Post-Employment Benefits Plan (Continued)

Change of Assumptions

The discount rate changed from 3.54% to 3.86%.

Discount Rate

The discount rate used to measure the total OPEB liability was 3.54%. The discount rate is based on the most recent municipal bond index. The City does not participate in a trust fiduciary fund.

Changes in the Total OPEB Liability

The changes in the total OPEB liability for the Plan are as follows:

	Total OPEB Liability
Balance at June 30, 2022 (6/30/22 measurement date)	$ 5,412,180
Changes recognized for the measurement period:	
Service cost	267,581
Interest	196,877
Contributions – employer	-
Benefit payments	(238,584)
Experience (gains)/losses	(1,136)
Change in assumptions	(250,352)
Net changes	(25,614)
Balance at June 30, 2023 (6/30/23 measurement date)	$ 5,386,566

Note 12: Other Post-Employment Benefits Plan (Continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one or one percentage point higher than the current rate, for measurement period ended June 30, 2023:

	1% Decrease (2.86%)	Current Discount Rate (3.86%)	1% Increase (4.86%)
Total OPEB Liability	$ 6,229,767	$ 5,386,566	$ 4,703,879

Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the total OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2023:

	1% Decrease	Current Healthcare Cost Trend Rates	1% Increase
Total OPEB Liability	$ 4,564,051	$ 5,386,566	$ 6,439,576

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2023, the City recognized OPEB expense of $356,568. A complete breakdown of OPEB expense is as follows:

Description	Amount
Service cost	$ 267,581
Interest cost	196,877
Recognition of experience (gains)/loss deferrals	(53,773)
Recognition of assumption change deferrals	(54,117)
Total OPEB expense	$ 356,568

As of fiscal year ended June 30, 2023, the City reported deferred outflows and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ -	$ (257,247)
Changes of assumptions	-	(248,590)
Total	$ -	$ (505,837)

Note 12: Other Post-Employment Benefits Plan (Continued)

Amount reported as deferred outflows related to OPEB will be recognized in future OPEB expense as follows:

Year Ended June 30,	Deferred Outflows/ Inflows of Resources
2024	$ (107,890)
2025	(107,890)
2026	(107,890)
2027	(115,112)
2028	(131,946)
Thereafter	64,891

Note 13: Commitments and Contingencies

As of June 30, 2023, in the opinion of City Management, there were no additional outstanding commitments or contingencies that would have a significant effect on the financial position of the City.

Note 14: Successor Agency to the Former Lawndale Redevelopment Agency

On December 29, 2011, the California Supreme Court upheld AB 1X 26 that provides for the dissolution of all redevelopment agencies in the State of California. The Lawndale Successor Agency (the Successor Agency), a legally separate entity from the City itself, assumed the former Lawndale Redevelopment Agency (RDA)'s assets and obligations, and is responsible for winding down the remaining activities of the former RDA.

After enactment of the law, redevelopment agencies in the State of California could not enter into new projects, obligations or commitments. Subject to the control of an oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

Successor agencies are only allocated revenue in the amount that is necessary to pay the estimated annual installment payments on the enforceable obligations as approved by the Successor Agency Oversight Board and the California Department of Finance.

Note 14: Successor Agency to the Former Lawndale Redevelopment Agency (Continued)

a. Cash and Investments

As of June 30, 2023, cash and investments were reported in accompanying financial statements as follows:

	Lawndale Successor Agency
Cash and investments	$ 1,855,701
Cash and investments held with fiscal agents	2,326,550
Total	$ 4,182,251

b. Long-Term Debt

A description of long-term debt outstanding of the Successor Agency as of June 30, 2023, is as follows:

	Balance at June 30, 2022	Additions	Deletions	Balance at June 30, 2023	Due Within One Year
Tax Allocation Bonds					
Tax Allocation Bonds, Series 2009	$ 17,470,000	$ -	$ 350,000	$ 17,120,000	$ 370,000
Bonds Discount	(93,525)	-	(4,234)	(89,291)	-
Total Tax Allocation Bonds	17,376,475	-	345,766	17,030,709	370,000
Direct Borrowings					
Tax Allocation Loan Agreement Note	951,123	-	80,515	870,608	83,453
Agreements with City	18,473,958	255,858	1,599,326	17,130,490	1,599,506
Total Direct Borrowings	19,425,081	255,858	1,679,841	18,001,098	1,682,959
Total	$ 36,801,556	$ 255,858	$ 2,025,607	$ 35,031,807	$ 2,052,959

Tax Allocation Bonds, Series 2009

On November 1, 2009, the RDA issued $20,545,000 of Tax Allocation Bonds, Series 2009 to finance public improvements and redevelopment projects benefitting the Project Areas. Interest rates range from 2% to 5.6% with interest payable semiannually on February 1 and August 1 and principal maturing annually on August 1. Pursuant to Assembly Bill 1X 26, the bond was transferred to the Successor Agency from the former RDA on February 1, 2012. The bond is secured solely by future tax increment revenues allocated to the Successor Agency. As of June 30, 2023, the outstanding principal on the bonds was $17,120,000, and relating unamortized discount was $89,291.

Note 14: Successor Agency to the Former Lawndale Redevelopment Agency (Continued)

b. Long-Term Debt (Continued)

The debt service schedule for the Tax Allocation Bonds, Series 2009 is as follows:

Year Ending June 30,	Tax Allocation Bonds, Series 2009		
	Principal	Interest	Total
2024	$ 370,000	$ 928,575	$ 1,298,575
2025	385,000	909,700	1,294,700
2026	405,000	888,938	1,293,938
2027	430,000	865,975	1,295,975
2028	455,000	841,638	1,296,638
2029-2033	2,795,000	3,789,913	6,584,913
2034-2038	4,185,000	2,826,313	7,011,313
2039-2043	5,465,000	1,507,138	6,972,138
2044-2045	2,630,000	146,575	2,776,575
Total	$ 17,120,000	$ 12,704,765	$ 29,824,765

The remedies available to the Trustee and the owners of the Bonds upon an event of default under the Indenture are dependent upon regulatory and judicial actions enforceable through various legal instruments by limitations imposed by bankruptcy, reorganization, solvency or other similar laws affecting the rights of creditors and by equitable remedies and proceedings.

Tax Allocation Loan Agreement Note

On April 30, 2002, the RDA entered into a Tax Allocation Loan Agreement with the California Infrastructure and Economic Development Bank (CIEDB). The CIEDB agreed to loan the former RDA an amount, up to $2,000,000, to be used by the former RDA for the Hawthorne Boulevard Revitalization Project.

Pursuant to Assembly Bill 1X 26, the loan was transferred to the Successor Agency from the former RDA on February 1, 2012. The loan is secured by future tax increment revenues and bears interest at a rate of 3.65% per annum. As of June 30, 2007, the $2,000,000 of loan proceeds were fully disbursed under the loan agreement. As of June 30, 2023, the outstanding principal on the note was $870,608.

Note 14: Successor Agency to the Former Lawndale Redevelopment Agency (Continued)

b. Long-Term Debt (Continued)

The debt service schedule for the Tax Allocation Loan Agreement Note is as follows:

Year Ending June 30,	Tax Allocation Loan Agreement Note		
	Principal	Interest	Total
2024	$ 83,453	$ 30,254	$ 113,707
2025	86,499	27,152	113,651
2026	89,657	23,938	113,595
2027	92,929	20,605	113,534
2028	96,321	17,152	113,473
2029-2032	421,749	31,477	453,226
Total	$ 870,608	$ 150,578	$ 1,021,186

Agreements with City

The City previously loaned the former RDA funds prior to dissolution for various redevelopment activities. The repayment of these amounts has been approved by the California Department of Finance. Additionally, the former RDA agreed to reimburse the City for the debt service on the lease, under the terms of a Public Works Agreement between the City and former RDA. This reimbursement has also been approved by the California Department of Finance. With the dissolution of the City's former RDA pursuant to AB 1X 26, repayment of the loans and reimbursement of the debt service on the lease is now being made by the Successor Agency.

During the 2015-16 fiscal year, the State of California passed Senate Bill 107 (SB 107) which amended the Health and Safety Code to require interest on loans between the City and the Successor Agency to be calculated quarterly using a 3% simple interest rate, from the previously required historical LAIF compounding interest rate. SB 107 also requires that any amount received relating to these outstanding balances must be applied towards the outstanding principal balance before it may be applied towards accrued interest. The Successor Agency experienced an extraordinary loss as a result of the revolution of the receivables and interest income earned on the receivables.

REQUIRED SUPPLEMENTARY INFORMATION

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Note 1: Stewardship, Compliance and Accountability

Budgetary Information

Procedures for establishing the budgetary data reflected in the budgetary comparison schedules are as follows:

- The annual budget adopted by the City Council provides for the general operation of the City. It includes a forecast of revenues for the fiscal year and proposed expenditures.

- The City Council approves total budgeted appropriations and any amendments to appropriations during the year for all governmental funds. This "appropriated budget" covers substantially all City expenditures, with the exception of debt service on bond issues which expenditures constitute legally authorized "non-appropriated budget." Actual expenditures may not exceed budgeted appropriations at the fund level. All appropriations lapse at year-end unless a carryover is authorized by the City Manager.

- Purchase commitments are recorded as encumbrances when purchase orders or contracts are issued. These encumbrances represent an allocation of fund balances. When the related goods or services are received, the encumbrance is liquidated and an expenditure and liability for payment to the vendor are recorded.

- Budgets for the General Fund, Special Revenue Funds, and the Capital Projects Fund are adopted on a basis consistent with accounting principles generally accepted in the United States of America (U.S. GAAP). There were no budgets adopted for the Prop 68 Park Bonds Act Fund, SB2 Housing Grant Fund, LA County Park Maintenance Grant and the Local Early Action Plan (LEAP) Fund in the current year.

City of Lawndale

Budgetary Comparison Schedule
General Fund
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 26,557,776	$ 26,557,776	$ 26,557,776	$ -
Resources (Inflows):				
Taxes	11,367,255	11,644,954	12,806,915	1,161,961
Licenses and permits	804,000	808,050	773,789	(34,261)
Intergovernmental	4,100,000	4,100,000	4,378,474	278,474
Charges for services	960,550	960,550	1,476,638	516,088
Use of money and property	203,764	413,764	439,794	26,030
Fines and forfeitures	821,500	906,500	1,332,596	426,096
Miscellaneous	37,200	151,003	126,258	(24,745)
Proceeds from sale of capital asset	-	(8,670)	9,358	18,028
Amounts Available for Appropriations	**44,852,045**	**45,533,927**	**47,901,598**	**2,367,671**
Charges to Appropriation (Outflows):				
General government	5,302,946	5,172,927	4,300,732	872,195
Public safety	6,576,694	6,584,694	6,569,586	15,108
Code enforcement and animal control	1,232,610	1,315,068	1,272,056	43,012
Planning and community development	1,124,301	1,172,294	971,801	200,493
Recreation and community services	944,992	968,688	786,506	182,182
Public works	2,191,695	2,497,142	2,132,986	364,156
Capital outlay	890,421	890,421	285,522	604,899
Debt service:				
Principal retirement	44,266	44,266	44,266	-
Interest and fiscal charges	12,610	12,610	13,806	(1,196)
Transfers out	-	-	155,729	(155,729)
Total Charges to Appropriations	**18,320,535**	**18,658,110**	**16,532,990**	**2,125,120**
Budgetary Fund Balance, June 30	**$ 26,531,510**	**$ 26,875,817**	**$ 31,368,608**	**$ 4,492,791**

City of Lawndale

Budgetary Comparison Schedule
Restricted Urban Development
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 5,992,658	$ 5,992,658	$ 5,992,658	$ -
Resources (Inflows):				
Use of money and property	9,500	9,500	6,529	(2,971)
Amounts Available for Appropriations	**6,002,158**	**6,002,158**	**5,999,187**	**(2,971)**
Charges to Appropriation (Outflows):				
Transfers out	164,136	164,136	164,136	-
Total Charges to Appropriations	**164,136**	**164,136**	**164,136**	**-**
Budgetary Fund Balance, June 30	**$ 5,838,022**	**$ 5,838,022**	**$ 5,835,051**	**$ (2,971)**

City of Lawndale

Budgetary Comparison Schedule
ARPA Fund
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	3,874,069	3,874,069	1,084,440	(2,789,629)
Use of money and property	-	-	(95,549)	(95,549)
Amounts Available for Appropriations	**3,874,069**	**3,874,069**	**988,891**	**(2,885,178)**
Charges to Appropriation (Outflows):				
General Government	-	50,000	11,575	38,425
Public Safety	-	110,000	-	110,000
Code enforcement and animal control	-	90,000	-	90,000
Capital Outlay	600,000	1,533,400	1,072,865	460,535
Total Charges to Appropriations	**600,000**	**1,783,400**	**1,084,440**	**698,960**
Budgetary Fund Balance, June 30	**$ 3,274,069**	**$ 2,090,669**	**$ (95,549)**	**$ (2,186,218)**

City of Lawndale

Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios as of the Measurement Date
CalPERS Cost Sharing Miscellaneous Plan
Last Ten Years*

Measurement Date	Proportion of the net pension liability[1]	Proportionate share of the net pension liability	Covered payroll	the net pension liability as a percentage of covered payroll	Proportionate share of the fiduciary net position as a percentage of the Plan's total pension liability
6/30/2014	0.007124%	$ 4,213,742	$ 3,763,636	111.96%	79.82%
6/30/2015	0.064474%	4,425,429	3,608,780	122.63%	78.40%
6/30/2016	0.069070%	5,976,726	3,502,895	170.62%	74.06%
6/30/2017	0.071076%	7,048,744	3,654,304	192.89%	73.31%
6/30/2018	0.071947%	6,933,016	3,506,568	197.72%	77.51%
6/30/2019	0.074751%	7,659,716	3,400,803	225.23%	76.68%
6/30/2020	0.077080%	8,386,672	3,590,921	233.55%	75.54%
6/30/2021	0.086230%	4,663,673	3,622,805	128.73%	87.14%
6/30/2022	0.087107%	10,061,592	3,379,109	297.76%	73.63%

*Historical information is required only for measurement for which GASB 68 is applicable.

[1] Proportion of the net pension liability represents the plan's proportion of PERF C, which includes both the Miscellaneous and Safety Risk Pools excluding the 1959 survivors Risk Pool.

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City of Lawndale

Schedule of Plan Contributions
CalPERS Cost Sharing Miscellaneous Plan
Last Ten Years*

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered payroll	Contributions as a Percentage of Covered Payroll
2014-2015	$ 408,984	$ (408,984)	$ -	$ 3,608,780	11.33%
2015-2016	492,655	(492,655)	-	3,502,895	14.06%
2016-2017	654,502	(654,502)	-	3,654,304	17.91%
2017-2018	600,369	(600,369)	-	3,506,568	17.12%
2018-2019	726,239	(726,239)	-	3,400,803	21.35%
2019-2020	782,158	(782,158)	-	3,590,921	21.78%
2020-2021	883,365	(883,365)	-	3,622,805	24.38%
2021-2022	947,169	(947,169)	-	3,379,109	28.03%
2022-2023	1,052,023	(1,052,023)	-	3,574,506	29.43%

*Historical information is required only for measurement for which GASB 68 is applicable.

Notes to Schedule:

Change in Benefit Terms: There were no changes to benefit terms that applied to all members of the Public Agency Pool. Additionally, the figures above do not include any liability impact that may have resulted from Golden Handshakes that occurred after the June 30, 2021 valuation date, unless the liability impact is deemed to be material to the Public Agency Pool.

Change in Assumptions: Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions.There were no assumption changes for 2021. For 2020, the Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019. There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate in 2019. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes in the discount rate. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

City of Lawndale

Schedule of Changes in Net Pension Liability and Related Ratios as of the Measurement Date
PARS Retirement Enhancement Plan
For the Fiscal Year Ended June 30, 2023

Measurement Date	2023	2022	2021	2020	2019
Total Pension Liability					
Service cost	$ -	$ -	$ -	$ -	$ 24,739
Interest on the Total Pension Liability	52,912	53,042	53,430	57,391	56,830
Effect of economic/demographic gains or losses	-	7,702	-	(67,384)	-
Effect of assumption changes or inputs	-	-	-	4,554	(42,305)
Benefit payments, including refunds of employee contributions	(63,381)	(62,138)	(56,764)	(54,265)	-
Net Change in Total Pension Liability	(10,469)	(1,394)	(3,334)	(59,704)	39,264
Total Pension Liability - Beginning	845,215	846,609	849,943	909,647	870,383
Total Pension Liability - Ending (a)	**$ 834,746**	**$ 845,215**	**$ 846,609**	**$ 849,943**	**$ 909,647**
Plan Fiduciary Net Position					
Employer Contributions	$ 30,997	$ 48,680	$ 54,070	$ -	$ 35,683
Net investment income	48,035	(108,611)	151,416	21,288	42,049
Benefit payments, including refunds of employee contributions	(63,381)	(62,138)	(56,764)	(54,265)	(42,305)
Administrative expenses	(3,584)	(4,149)	(3,956)	(3,535)	(3,447)
Net Change in Fiduciary Net Position	12,067	(126,218)	144,766	(36,512)	31,980
Plan Fiduciary Net Position - Beginning	699,931	826,149	681,383	717,895	685,915
Plan Fiduciary Net Position - Ending (b)	**$ 711,998**	**$ 699,931**	**$ 826,149**	**$ 681,383**	**$ 717,895**
Plan Net Pension Liability - Ending (a) - (b)	**$ 122,748**	**$ 145,284**	**$ 20,460**	**$ 168,560**	**$ 191,752**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	85.3%	82.8%	97.6%	80.2%	78.9%
Covered Payroll[(1)]	N/A	N/A	N/A	N/A	N/A
Plan Net Pension Liability as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A

*Historical information is required only for measurement for which GASB 68 is applicable.
[(1)]There are no active employees eligible for the plan starting for measurement date 2019.
[(2)]No actuarial valuation was performed for 2016.

Notes to Schedule:

Changes in Benefit Terms: There were no changes to benefit terms that applied to all members of the Public Agency Pool. Additionally, the figures above do not include any liability impact that may have resulted from Golden Handshakes that occurred after the June 30, 2021 valuation date, unless the liability impact is deemed to be material to the Public Agency Pool.

Changes in Assumptions: Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumption were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. There were no assumption changes for 2021. For 2020, the Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019. There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate in 2019. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes in the discount rate. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

2018	2017	2016 [2]	2015
$ 24,018	$ 28,713	$ -	$ 45,100
53,113	50,372	-	42,181
11,039	-	-	-
-	41,097	-	-
(21,451)	(14,562)	-	(8,974)
66,719	105,620	-	78,307
803,664	698,044	640,349	562,042
$ 870,383	**$ 803,664**	**$ 640,349**	**$ 562,042**
$ 19,890	$ 19,889	$ -	$ 39,254
40,514	60,634	-	14,293
(21,451)	(14,562)	-	(8,974)
(3,463)	(3,149)	-	(2,964)
35,490	62,812	-	41,609
650,425	587,613	586,056	544,447
$ 685,915	**$ 650,425**	**$ 586,056**	**$ 544,447**
$ 184,468	**$ 153,239**	**$ 54,293**	**$ 17,595**
78.8%	80.9%	91.5%	91.5%
$ 314,042	$ 304,044	$ 295,188	$ 404,081
58.7%	50.4%	18.4%	13.4%

City of Lawndale

Schedule of Plan Contributions
PARS Retirement Enhancement Plan
Last Ten Years*

Fiscal Year	Actuarially Determined Contribution	Contribution in Relation to the Actuarially Determined Contribution	Contribution Deficiency (Excess)	Covered payroll [1]	Contributions as a Percentage of Covered Payroll
2014-2015	$ 39,254	$ (39,254)	$ -	$ 404,081	9.71%
2015-2016	26,331	(19,636)	6,695	295,188	8.92%
2016-2017	40,955	(19,889)	21,066	304,044	13.47%
2017-2018	41,069	(19,890)	21,179	314,042	13.08%
2018-2019	53,827	(35,683)	18,144	N/A	N/A
2019-2020	55,442	-	55,442	N/A	N/A
2020-2021	24,980	(54,070)	(29,090)	N/A	N/A
2021-2022	24,980	(48,680)	(23,700)	N/A	N/A
2022-2023	7,097	(30,997)	(23,900)	N/A	N/A

*Historical information is required only for measurement for which GASB 68 is applicable.
[1]There are no active employees eligible for the plan starting in fiscal year 2019.

Note to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2022-23 were from the June 30, 2021 Funding Valuation Report.

Actuarial Cost Method	Entry Age Actuarial Cost Method
Amortization Method/Period	For details, see June 30, 2021 Funding Valuation Report.
Asset Valuation Method	Fair Value of Assets
Actuarial Assumptions:	
Discount Rate	6.50%
Inflation	2.50%
Salary Increases	Not Applicable
Mortality Rate Table	Pre-retirement: Consistent wit the Non-Industrial rates used to value the Miscellaneous Agency CalPERS Pension Plans after June 30, 2017. Post-retirement: Consistent with the Non-Industrial rates used to value the Miscellaneous Agency CalPERS Pension Plans after June 30, 2017.
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter.

City of Lawndale

Schedule of Investment Returns
PARS Retirement Enhancement Plan
Last Ten Years*

Fiscal Year	Net Money-Weighted Rate of Return
2015	2.48%
2016	-0.14%
2017	10.14%
2018	6.15%
2019	6.18%
2020	3.08%
2021	21.49%
2022	-13.05%

*Historical information is required only for measurement for which GASB 68 is applicable.

City of Lawndale

Schedule of Changes in the Total OPEB Liability and Related Ratios
Last Ten Years*

Fiscal Year	2023	2022	2021	2020	2019	2018
Total OPEB Liability						
Service cost	$ 267,581	$ 447,040	$ 425,674	$ 205,330	$ 184,378	$ 179,443
Interest on the total OPEB liability	196,877	166,575	155,567	159,173	143,562	146,967
Experience (gains)/losses	(1,136)	(581,425)	-	276,830	-	-
Changes in assumptions	(250,352)	(1,769,151)	46,222	1,930,822	209,309	-
Benefit payments	(238,584)	(230,013)	(213,405)	(104,378)	(99,021)	(95,212)
Net change in total OPEB liability	**(25,614)**	**(1,966,974)**	**414,058**	**2,467,777**	**438,228**	**231,198**
Total OPEB liability - beginning	**5,412,180**	**7,379,154**	**6,965,096**	**4,497,319**	**4,059,091**	**3,827,893**
Total OPEB liability - ending (a)	**$ 5,386,566**	**$ 5,412,180**	**$ 7,379,154**	**$ 6,965,096**	**$ 4,497,319**	**$ 4,059,091**
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered-employee payroll[(1)]	$ 3,820,311	$ 3,174,733	$ 2,574,004	$ 2,535,647	$ 2,918,274	$ 2,935,427
Net OPEB liability as a percentage of covered-employee payroll	141.00%	170.48%	286.68%	274.69%	154.11%	138.28%

* Historical information is required only for measurement for which GASB 75 is applicable.

Notes to Schedule:

[(1)]Contributions to the OPEB plan are not based on a measure of pay, therefore covered employee payroll is used.
No assets are accumulated in a trust that meets the criteria of GASB 75 to pay related benefits.

Changes in assumptions: For 2023, the discount rate increased from 3.45% to 3.86% based on the municipal bond index. For 2022, the discount rate increased from 2.16% to 3.45% based on the updated municipal bond index. Payroll growth, mortality, termination and retirement rate assumptions have been updated from CalPERS Experience Study and Review of Actuarial Assumptions published in December 2017 to the most recent study published in November 2021. Healthcare trend rates have been updated from 4.00% to Getzen 2022 table that reflects actual premium increases from 2022 to 2023 followed by 6.50% in 2023 that decreases gradually to an ultimate rate of 3.94% in 2075 for non-Medicare and 4.00% for all years on/after 2023 for Medicare. Percentage of active employees assumed to elect spousal coverage at retirement has been reduced from 80% to 25%.

SUPPLEMENTARY INFORMATION

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Special Revenue Funds

The following special revenue funds have been classified as non-major funds:

Gas Tax - To account for highway users tax received under Street and Highways Code Sections 2103, 2105, 2106, and 2107 and expenditures of money apportioned for maintenance, rehabilitation, or improvement of public streets.

Air Quality - To account for quarterly allocations received from the California Air Resources Board – South Coast Air Quality Management District per Assembly Bill 2766 to be used for clean transportation programs and reduction of vehicle emissions.

Proposition A Local Transit Assistance - To account for the Los Angeles County Metropolitan Transportation Authority "per capita" allocation of twenty-five percent Proposition A half-cent sales tax effective July 1982 and designated for Local Return Programs to be used exclusively for public transit.

Narcotics Forfeiture - To account for resources used solely for investigation, detection and prosecution of criminal drug activities.

State COPS Grant - To account for money passed through the California Citizens Option for Public Safety (COPS) program to the Los Angeles County Supplemental Law Enforcement Services Account (SLESA) to local governments allocated based on population to be used exclusively to supplement existing frontline municipal police services.

CA Law Enforcement Equipment - To account for funds received from the State of California to be expended exclusively for law enforcement equipment.

Used Oil Recycling Grant - To account for money received from the California Department of Resources Recycling and Recovery (CalRecyle) based on "per capita" to administer the local used oil and used oil filter collection/recycling program as outlined in Public Resources Code Section 48691.

Lawndale Cable Usage Corporation - Accounts for Local Access and Franchise fees received by the nonprofit California Corporation and used to supplement the Lawndale CityTV (Channel 3) and Lawndale Community TV (Spectrum Channel 22 and Frontier Channel 29) costs for communication and transparency to the local community.

Department of Conservation Grant - To account for funds received and expended for park renovation projects.

Justice Assistance Grant - To account for federal funds in the City's law enforcement program.

Park Development - To account for park development fees assessed on new construction in accordance with Government Code Section 66000 et al. to be expended on park capital improvements.

Measure M Local Return - To account for the Los Angeles County Metropolitan Transportation Authority Traffic Improvement Plan Measure M half-cent sales tax effective July 2017 and designated for local jurisdictions to augment existing revenues for improving the efficiency and operations of streets and roads and/or increasing alternative transportation choices.

LA County Parks Maintenance Grant - To account for maintenance of parks and recreational facilities.

SB1 RMRA - To account for the State of California Road Maintenance and Rehabilitation Account (RMRA) funding received from taxes on gasoline and apportioned in accordance with the Street and Highway Code Section 2032(h). The funding is designated for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Special Revenue Funds (Continued)

Ground Water Sustainability - To account for "AB 939" refuse fees to be expended on a groundwater sustainability program per Section 10730 of the Water Code and Lawndale Municipal Code Section 5.08.070.

Disability Access (AB 1379) - To account for the 90% share of the $4 State disability access and education fee collected on each business license issued in the City and restricted for certified access specialist training and certification, and/or to facilitate compliance with construction-related accessibility requirements per Government Code 4467 (b)(1).

Measure W Safe Clean Water -- To account for the allocation of funds for improvements to the City's stormwater collection system.

SB1383 Local Assistance - To account for the proceeds and expenses related to Senate Bill 1383, which requires the implementation of solid waste and organic recycling programs beginning on January 1, 2022.

Prop 68 2018 Parks Bond Act - For local park rehabilitation, creation, and improvement grants to local government on a per capita basis.

SB2 Housing Grant - Funding and technical assistance to local governments in California to help cities and counties to prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.

Local Early Action Plan (LEAP) - Provides one-time grant funding to cities and counties to update their planning documents and implement process improvements that will facilitate the acceleration of housing production.

Lawndale Housing Authority Fund - Accounts for 20% of the Annual Recognized Obligation Payments received pursuant to Health and Safety Code section 34177(o)(1) from the Successor Agency of the former Lawndale Redevelopment Agency, which is set aside to provide affordable housing for persons and families of low and moderate income.

Capital Projects Funds

The following capital projects funds have been classified as non-major funds:

TDA Article 3 (Metro) - To account for funds provided by the State Transportation Development Act (TDA) through the Metro Transportation Commission designated for the design and construction of pedestrian, bicycle, and handicapped amenities.

Proposition C Local Transit Assistance - To account for the Los Angeles County Metropolitan Transportation Authority Proposition C one-half cent sales tax effective April 1991 distributed on a "per capita" basis and designated for street and road expenditures and signal synchronization on streets that carry regularly scheduled Fixed-Route Public Transit Services, most elements of Congestion Management Activities, and some elements Pavement Management Systems.

Community Development Block Grant - To account for expenditures and reimbursement of annual Federal Community Development Block Grant (CDBG) awards administered by the Los Angeles County Development Authority.

Prop C25 Grant - To account for Proposition C 25% transit-related local highway improvement funds designated for the Inglewood Avenue widening project.

Measure R - To account for the Los Angeles County Metropolitan Transportation Authority Measure R half-cent sales tax effective July 2009 and designated for transportation projects including synchronized traffic signals, pothole repairs, improved freeway traffic flow, and other community traffic relief projects.

Metro STPL Exchange 2017 - To account for $578,416 Los Angeles County Metropolitan Transportation Authority (LACMTA) Surface Transportation Program – Local Funds (STP-L) received in a March 13, 2017 exchange for Federal STP-L Funds ($590,220 less 2% fee of $11,804) and designated for street, highway, bridge and tunnel project, pedestrian and bicycle infrastructure and transit capital project eligible costs expended within five years of the exchange.

City of Lawndale

Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2023

	Special Revenue Funds				
	Gas Tax	Air Quality	Proposition A Local Transit Assistance	Narcotics Forfeiture	State COPS Grant
Assets					
Cash and investments	$ 331,610	$ 212,298	$ 3,564,826	$ 55,337	$ 241,232
Receivables:					
Accounts	69,935	10,439	-	-	-
Grants	-	-	-	-	-
Notes and loans	-	-	-	-	-
Land held for development	-	-	-	-	-
Total Assets	**$ 401,545**	**$ 222,737**	**$ 3,564,826**	**$ 55,337**	**$ 241,232**
Liabilities and Fund Balances					
Liabilities					
Accounts payable	$ 40,325	$ -	$ 84,237	$ -	$ 20,350
Accrued liabilities	9,412	-	3,090.00	-	-
Due to other funds	-	-	-	-	-
Total Liabilities	**49,737**	**-**	**87,327**	**-**	**20,350**
Fund Balances (deficit)					
Restricted for:					
Community development projects	-	-	-	-	-
Public safety	-	-	-	55,337	220,882
Recreation and community services	-	-	3,477,499	-	-
Public works	351,808	-	-	-	-
Air quality	-	222,737	-	-	-
Municipal services	-	-	-	-	-
Housing	-	-	-	-	-
Unassigned	-	-	-	-	-
Total Fund Balances	**351,808**	**222,737**	**3,477,499**	**55,337**	**220,882**
Total Liabilities and Fund Balances	**$ 401,545**	**$ 222,737**	**$ 3,564,826**	**$ 55,337**	**$ 241,232**

	Special Revenue Funds						
	CA Law Enforcement Equipment	**Used Oil Recycling Grant**	**Lawndale Cable Usage Corporation**	**Department of Conservation Grant**	**Justice Assistance Grant**	**Park Development**	**Measure M Local Return**
	$ 1,263	$ 8,370	$ 200,904	$ 16,790	$ -	$ 10,942	$ 2,170,637
	-	-	8,462	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	$ 1,263	**$ 8,370**	**$ 209,366**	**$ 16,790**	**$ -**	**$ 10,942**	**$ 2,170,637**
	$ 833	$ 2,948	$ -	$ -	$ -	$ -	$ 230,339
	-	-	-	-	-	-	1,959
	-	-	-	-	9,873	-	-
	833	**2,948**	**-**	**-**	**9,873**	**-**	**232,298**
	-	-	-	-	-	-	-
	430	-	-	-	-	-	-
	-	-	-	16,790	-	10,942	-
	-	5,422	-	-	-	-	1,938,339
	-	-	-	-	-	-	-
	-	-	209,366	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	(9,873)	-	-
	430	**5,422**	**209,366**	**16,790**	**(9,873)**	**10,942**	**1,938,339**
	$ 1,263	**$ 8,370**	**$ 209,366**	**$ 16,790**	**$ -**	**$ 10,942**	**$ 2,170,637**

City of Lawndale

Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2023

	Special Revenue Funds				
	LA County Parks Maintenance Grant	SB1 RMRA	Groundwater Sustainability	Disability Access (AB 1379)	Measure W Safe Clean Water
Assets					
Cash and investments	$ 3,998	$ 1,129,099	$ 417,196	$ 73,738	$ 564,022
Receivables:					
Accounts	-	124,313	50,481	-	-
Grants	-	-	-	-	-
Notes and loans	-	-	-	-	-
Land held for development	-	-	-	-	-
Total Assets	**$ 3,998**	**$ 1,253,412**	**$ 467,677**	**$ 73,738**	**$ 564,022**
Liabilities and Fund Balances					
Liabilities					
Accounts payable	$ -	$ 10,354	$ 8,671	$ 87	$ 4,713
Accrued liabilities	-	2,651	4,229	-	458
Due to other funds	-	-	-	-	-
Total Liabilities	**-**	**13,005**	**12,900**	**87**	**5,171**
Fund Balances (deficit)					
Restricted for:					
Community development projects	-	-	-	-	-
Public safety	-	-	-	-	-
Recreation and community services	3,998	-	-	-	-
Public works	-	1,240,407	454,777	73,651	558,851
Air quality	-	-	-	-	-
Municipal services	-	-	-	-	-
Housing	-	-	-	-	-
Unassigned	-	-	-	-	-
Total Fund Balances	**3,998**	**1,240,407**	**454,777**	**73,651**	**558,851**
Total Liabilities and Fund Balances	**$ 3,998**	**$ 1,253,412**	**$ 467,677**	**$ 73,738**	**$ 564,022**

Special Revenue Funds						Capital Projects Funds	
SB1383 Local Assistance	Prop 68 2018 Parks Bond Act	SB2 Housing Grant	Local Early Action Plan (LEAP)	Lawndale Housing Authority	TDA Article 3 (Metro)	Proposition C Local Transit Assistance
$ 47,062	$ -	$ -	$ -	$ 1,730,504	$ -	$ 1,519,070
-	-	82,307	33,729	-	-	-
-	-	-	-	-	-	-
-	-	-	-	76,562	-	-
-	-	-	-	487,083	-	-
$ 47,062	**$ -**	**$ 82,307**	**$ 33,729**	**$ 2,294,149**	**$ -**	**$ 1,519,070**
$ -	$ 3,857	$ -	$ -	$ 718	$ -	$ 55,466
-	-	-	-	3,161	-	14,774
-	-	-	-	-	1,643	-
-	**3,857**	**-**	**-**	**3,879**	**1,643**	**70,240**
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
47,062	-	82,307	33,729	-	-	1,448,830
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	2,290,270	-	-
-	(3,857)	-	-	-	(1,643)	-
47,062	**(3,857)**	**82,307**	**33,729**	**2,290,270**	**(1,643)**	**1,448,830**
$ 47,062	**$ -**	**$ 82,307**	**$ 33,729**	**$ 2,294,149**	**$ -**	**$ 1,519,070**

City of Lawndale

Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2023

	Capital Projects Funds				
	Community Development Block Grant	Prop C25 Grant	Measure R	Metro STPL Exchange 2017	Total Non-major Governmental Funds
Assets					
Cash and investments	$ -	$ -	$ 872,354	$ 4,368	$ 13,175,620
Receivables:					
Accounts	-	1,432,377	684,087	-	2,496,130
Grants	25,773	-	-	-	25,773
Notes and loans	189,869	-	-	-	266,431
Land held for development	-	-	-	-	487,083
Total Assets	**$ 215,642**	**$ 1,432,377**	**$ 1,556,441**	**$ 4,368**	**$ 16,451,037**
Liabilities and Fund Balances					
Liabilities					
Accounts payable	$ 17,654	$ 48,086	$ 55,181	$ -	$ 583,819
Accrued liabilities	3,005	1,584	4,159	-	48,482
Due to other funds	34,330	1,133,153	-	-	1,178,999
Total Liabilities	**54,989**	**1,182,823**	**59,340**	**-**	**1,811,300**
Fund Balances (deficit)					
Restricted for:					
Community development projects	160,653	-	-	-	160,653
Public safety	-	-	-	-	276,649
Recreation and community services	-	-	-	-	3,509,229
Public works	-	249,554	1,497,101	4,368	7,986,206
Air quality	-	-	-	-	222,737
Municipal services	-	-	-	-	209,366
Housing	-	-	-	-	2,290,270
Unassigned	-	-	-	-	(15,373)
Total Fund Balances	**160,653**	**249,554**	**1,497,101**	**4,368**	**14,639,737**
Total Liabilities and Fund Balances	**$ 215,642**	**$ 1,432,377**	**$ 1,556,441**	**$ 4,368**	**$ 16,451,037**

City of Lawndale

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
For the Fiscal Year Ended June 30, 2023

	Special Revenue Funds				
	Gas Tax	Air Quality	Proposition A Local Transit Assistance	Narcotics Forfeiture	State COPS Grant
Revenues					
Intergovernmental	$ 801,306	$ 52,077	$ 859,772	$ -	$ 165,271
Charges for services	-	-	-	-	-
Use of money and property	(966)	1,118	17,584	386	1,433
Miscellaneous	-	-	118,582	-	-
Total Revenues	**800,340**	**53,195**	**995,938**	**386**	**166,704**
Expenditures					
Current:					
General government	-	-	-	-	-
Public safety	-	-	-	-	122,100
Housing	-	-	65,402	-	-
Recreation and community services	-	-	133,613	-	-
Public works	571,062	-	-	-	-
Capital outlay	-	-	-	-	-
Total Expenditures	**571,062**	**-**	**199,015**	**-**	**122,100**
Excess (Deficiency) of Revenues Over (Under) Expenditures	229,278	53,195	796,923	386	44,604
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	-
Total Other Financing Sources (Uses)	**-**	**-**	**-**	**-**	**-**
Net Change in Fund Balances	229,278	53,195	796,923	386	44,604
Fund Balances (deficit)					
Beginning of year	122,530	169,542	2,680,576	54,951	176,278
End of Year	**$ 351,808**	**$ 222,737**	**$ 3,477,499**	**$ 55,337**	**$ 220,882**

Special Revenue Funds						
CA Law Enforcement Equipment	**Used Oil Recycling Grant**	**Lawndale Cable Usage Corporation**	**Department of Conservation Grant**	**Justice Assistance Grant**	**Park Development**	**Measure M Local Return**
$ -	$ 5,150	$ -	$ 8,136	$ -	$ -	$ 604,875
-	-	36,199	-	-	2,400	-
(38)	(73)	1,073	(242)	127	56	12,575
-	-	-	-	-	-	-
(38)	**5,077**	**37,272**	**7,894**	**127**	**2,456**	**617,450**
5,000	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	8,384	-	-	-
-	2,948	-	-	-	-	497,218
-	-	-	-	-	-	-
5,000	**2,948**	**-**	**8,384**	**-**	**-**	**497,218**
(5,038)	2,129	37,272	(490)	127	2,456	120,232
-	-	-	-	-	-	-
-	**-**	**-**	**-**	**-**	**-**	**-**
(5,038)	2,129	37,272	(490)	127	2,456	120,232
5,468	3,293	172,094	17,280	(10,000)	8,486	1,818,107
$ 430	**$ 5,422**	**$ 209,366**	**$ 16,790**	**$ (9,873)**	**$ 10,942**	**$ 1,938,339**

City of Lawndale

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
For the Fiscal Year Ended June 30, 2023

	Special Revenue Funds				
	LA County Parks Maintenance Grant	SB1 RMRA	Groundwater Sustainability (AB 939)	Disability Access (AB 1379)	Measure W Safe Clean Water
Revenues					
Intergovernmental	$ -	$ 709,429	$ 191,718	$ 9,911	$ 233,705
Charges for services	-	-	-	-	-
Use of money and property	(18)	3,894	3,542	452	(420)
Miscellaneous	-	-	2,800	-	-
Total Revenues	**(18)**	**713,323**	**198,060**	**10,363**	**233,285**
Expenditures					
Current:					
General government	-	-	-	-	6,481
Public safety	-	-	-	-	-
Housing	-	-	-	-	-
Recreation and community services	-	-	-	-	-
Public works	-	191,562	187,165	-	81,546
Capital outlay	-	-	-	-	-
Total Expenditures	**-**	**191,562**	**187,165**	**-**	**88,027**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(18)	521,761	10,895	10,363	145,258
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	-
Total Other Financing Sources (Uses)	**-**	**-**	**-**	**-**	**-**
Net Change in Fund Balances	(18)	521,761	10,895	10,363	145,258
Fund Balances (deficit)					
Beginning of year	4,016	718,646	443,882	63,288	413,593
End of Year	**$ 3,998**	**$ 1,240,407**	**$ 454,777**	**$ 73,651**	**$ 558,851**

Special Revenue Funds					Capital Projects Funds	
SB1383 Local Assistance	**Prop 68 2018 Parks Bond Act**	**SB2 Housing Grant**	**Local Early Action Plan (LEAP)**	**Lawndale Housing Authority**	**TDA Article 3 (Metro)**	**Proposition C Local Transit Assistance**
$ -	$ -	$ 82,307	$ 33,729	$ -	$ -	$ 713,157
-	-	-	-	-	-	-
61	-	-	-	9,507	21	15,189
-	-	-	-	-	-	-
61	**-**	**82,307**	**33,729**	**9,507**	**21**	**728,346**
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	92,617	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	344,990
-	3,857	-	-	-	-	241,710
-	**3,857**	**-**	**-**	**92,617**	**-**	**586,700**
61	(3,857)	82,307	33,729	(83,110)	21	141,646
-	-	-	-	319,865	-	-
-	**-**	**-**	**-**	**319,865**	**-**	**-**
61	(3,857)	82,307	33,729	236,755	21	141,646
47,001	-	-	-	2,053,515	(1,664)	1,307,184
$ 47,062	**$ (3,857)**	**$ 82,307**	**$ 33,729**	**$ 2,290,270**	**$ (1,643)**	**$ 1,448,830**

City of Lawndale

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
For the Fiscal Year Ended June 30, 2023

	Capital Projects Funds				
	Community Development Block Grant	Prop C25 Grant	Measure R	Metro STPL Exchange 2017	Total Non-major Governmental Funds
Revenues					
Intergovernmental	$ 372,464	$ 1,684,107	$ 1,218,800	$ -	$ 7,745,914
Charges for services	-	-	-	-	38,599
Use of money and property	598	11,397	9,601	30	86,887
Miscellaneous	-	-	-	-	121,382
Total Revenues	**373,062**	**1,695,504**	**1,228,401**	**30**	**7,992,782**
Expenditures					
Current:					
General government	-	-	-	-	11,481
Public safety	-	-	-	-	122,100
Housing	-	-	-	-	158,019
Recreation and community services	-	-	-	-	141,997
Public works	139,296	64,385	140,444	-	2,220,616
Capital outlay	261,488	1,127,025	1,116,885	-	2,750,965
Total Expenditures	**400,784**	**1,191,410**	**1,257,329**	**-**	**5,405,178**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(27,722)	504,094	(28,928)	30	2,587,604
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	319,865
Total Other Financing Sources (Uses)	**-**	**-**	**-**	**-**	**319,865**
Net Change in Fund Balances	(27,722)	504,094	(28,928)	30	2,907,469
Fund Balances (deficit)					
Beginning of year	188,375	(254,540)	1,526,029	4,338	11,732,268
End of Year	**$ 160,653**	**$ 249,554**	**$ 1,497,101**	**$ 4,368**	**$ 14,639,737**

City of Lawndale

Budgetary Comparison Schedule
Gas Tax
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance (deficit), July 1	$ 122,530	$ 122,530	$ 122,530	$ -
Resources (Inflows):				
Intergovernmental	901,414	901,414	801,306	(100,108)
Use of money and property	50	50	(966)	(1,016)
Amounts Available for Appropriation	**1,023,994**	**1,023,994**	**922,870**	**(101,124)**
Charges to Appropriation (Outflows):				
Public works	661,440	661,440	571,062	90,378
Total Charges to Appropriation	**661,440**	**661,440**	**571,062**	**90,378**
Budgetary Fund Balance (Deficit), June 30	**$ 362,554**	**$ 362,554**	**$ 351,808**	**$ (10,746)**

City of Lawndale

Budgetary Comparison Schedule
Air Quality
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 169,542	$ 169,542	$ 169,542	$ -
Resources (Inflows):				
Intergovernmental	40,000	40,000	52,077	12,077
Use of money and property	1,500	1,500	1,118	(382)
Amounts Available for Appropriation	**211,042**	**211,042**	**222,737**	**11,695**
Budgetary Fund Balance, June 30	**$ 211,042**	**$ 211,042**	**$ 222,737**	**$ 11,695**

City of Lawndale

Budgetary Comparison Schedule
Proposition A Local Transit Assistance
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 2,680,576	$ 2,680,576	$ 2,680,576	$ -
Resources (Inflows):				
Intergovernmental	798,019	798,019	859,772	61,753
Use of money and property	15,000	15,000	17,584	2,584
Miscellaneous	-	-	118,582	118,582
Amounts Available for Appropriation	**3,493,595**	**3,493,595**	**3,676,514**	**182,919**
Charges to Appropriation (Outflows):				
Housing	-	65,402	65,402	-
Recreation and community services	212,037	224,570	133,613	90,957
Total Charges to Appropriation	**212,037**	**289,972**	**199,015**	**90,957**
Budgetary Fund Balance, June 30	**$ 3,281,558**	**$ 3,203,623**	**$ 3,477,499**	**$ 273,876**

City of Lawndale

Budgetary Comparison Schedule
Narcotics Forfeiture
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	$ 54,951	$ 54,951	$ 54,951	$ -
Resources (Inflows):				
Use of money and property	1,500	1,500	386	(1,114)
Amounts Available for Appropriation	**56,451**	**56,451**	**55,337**	**(1,114)**
Budgetary Fund Balance, June 30	**$ 56,451**	**$ 56,451**	**$ 55,337**	**$ (1,114)**

City of Lawndale

Budgetary Comparison Schedule
State COPS Grant
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 176,278	$ 176,278	$ 176,278	$ -
Resources (Inflows):				
Intergovernmental	150,000	150,000	165,271	15,271
Use of money and property	1,500	1,500	1,433	(67)
Amounts Available for Appropriation	**327,778**	**327,778**	**342,982**	**15,204**
Charges to Appropriation (Outflows):				
Public safety	160,266	160,266	122,100	38,166
Total Charges to Appropriation	**160,266**	**160,266**	**122,100**	**38,166**
Budgetary Fund Balance, June 30	**$ 167,512**	**$ 167,512**	**$ 220,882**	**$ 53,370**

City of Lawndale

Budgetary Comparison Schedule
CA Law Enforcement Equipment
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 5,468	$ 5,468	$ 5,468	$ -
Use of money and property	-	-	(38)	(38)
Amounts Available for Appropriation	**5,468**	**5,468**	**5,430**	**(38)**
Charges to Appropriation (Outflows):				
General government	5,000	5,000	5,000	-
Total Charges to Appropriation	**5,000**	**5,000**	**5,000**	**-**
Budgetary Fund Balance, June 30	**$ 468**	**$ 468**	**$ 430**	**$ (38)**

City of Lawndale

Budgetary Comparison Schedule
Used Oil Recycling Grant
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	$ 3,293	$ 3,293	$ 3,293	$ -
Resources (Inflows):				
Intergovernmental	5,000	5,000	5,150	150
Use of money and property	-	-	(73)	(73)
Amounts Available for Appropriation	**8,293**	**8,293**	**8,370**	**77**
Charges to Appropriation (Outflows):				
Public works	5,000	5,000	2,948	2,052
Total Charges to Appropriation	**5,000**	**5,000**	**2,948**	**2,052**
Budgetary Fund Balance, June 30	**$ 3,293**	**$ 3,293**	**$ 5,422**	**$ 2,129**

City of Lawndale

Budgetary Comparison Schedule
Lawndale Cable Usage Corporation
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	$ 172,094	$ 172,094	$ 172,094	$ -
Resources (Inflows):				
Charges for services	40,000	40,000	36,199	(3,801)
Use of money and property	1,500	1,500	1,073	(427)
Amounts Available for Appropriation	**213,594**	**213,594**	**209,366**	**(4,228)**
Budgetary Fund Balance, June 30	**$ 213,594**	**$ 213,594**	**$ 209,366**	**$ (4,228)**

City of Lawndale

Budgetary Comparison Schedule
Department of Conservation Grant
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 17,280	$ 17,280	$ 17,280	$ -
Resources (Inflows):				
Intergovernmental	8,500	8,500	8,136	(364)
Use of money of property	-	-	(242)	-
Amounts Available for Appropriation	**25,780**	**25,780**	**25,174**	**(606)**
Charges to Appropriation (Outflows):				
Recreation and community services	8,400	8,400	8,384	16
Total Charges to Appropriation	**8,400**	**8,400**	**8,384**	**16**
Budgetary Fund Balance, June 30	**$ 17,380**	**$ 17,380**	**$ 16,790**	**$ (590)**

City of Lawndale

Budgetary Comparison Schedule
Justice Assistance Grant
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	$ (10,000)	$ (10,000)	$ (10,000)	$ -
Use of money and property	-	-	127	127
Amounts Available for Appropriation	**(10,000)**	**(10,000)**	**(9,873)**	**127**
Budgetary Fund Balance (Deficit), June 30	**$ (10,000)**	**$ (10,000)**	**$ (9,873)**	**$ 127**

City of Lawndale

Budgetary Comparison Schedule
Park Development
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance (deficit), July 1	$ 8,486	$ 8,486	$ 8,486	$ -
Resources (Inflows):				
Charges for services	-	-	2,400	2,400
Use of money and property	-	-	56	56
Amounts Available for Appropriation	**8,486**	**8,486**	**10,942**	**2,456**
Budgetary Fund Balance, June 30	**$ 8,486**	**$ 8,486**	**$ 10,942**	**$ 2,456**

City of Lawndale

Budgetary Comparison Schedule
Measure M Local Return
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$1,818,107	$1,818,107	$1,818,107	$ -
Resources (Inflows):				
Intergovernmental	562,645	562,645	604,875	42,230
Use of money and property	15,000	15,000	12,575	(2,425)
Amounts Available for Appropriation	**2,395,752**	**2,395,752**	**2,435,557**	**39,805**
Charges to Appropriation (Outflows):				
Public works	1,109,200	1,109,200	497,218	611,982
Total Charges to Appropriation	**1,109,200**	**1,109,200**	**497,218**	**611,982**
Budgetary Fund Balance, June 30	**$1,286,552**	**$1,286,552**	**$1,938,339**	**$ 651,787**

City of Lawndale

Budgetary Comparison Schedule
SB1 RMRA
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1, as restated	$ 718,646	$ 718,646	$ 718,646	$ -
Resources (Inflows):				
Intergovernmental	725,641	725,641	709,429	(16,212)
Use of money and property	9,000	9,000	3,894	(5,106)
Amounts Available for Appropriation	**1,453,287**	**1,453,287**	**1,431,969**	**(21,318)**
Charges to Appropriation (Outflows):				
Public works	1,182,328	1,182,328	191,562	990,766
Total Charges to Appropriation	**1,182,328**	**1,182,328**	**191,562**	**990,766**
Budgetary Fund Balance, June 30	**$ 270,959**	**$ 270,959**	**$1,240,407**	**$ 969,448**

City of Lawndale

Budgetary Comparison Schedule
Groundwater Sustainability (AB 939)
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 443,882	$ 443,882	$ 443,882	$ -
Resources (Inflows):				
Intergovernmental	175,000	175,000	191,718	16,718
Use of money and property	6,000	6,000	3,542	(2,458)
Miscellaneous	-	-	2,800	2,800
Amounts Available for Appropriation	**624,882**	**624,882**	**641,942**	**17,060**
Charges to Appropriation (Outflows):				
Public works	204,079	186,451	187,165	(714)
Total Charges to Appropriation	**204,079**	**186,451**	**187,165**	**(714)**
Budgetary Fund Balance, June 30	**$ 420,803**	**$ 438,431**	**$ 454,777**	**$ 16,346**

City of Lawndale

Budgetary Comparison Schedule
Disability Access (AB 1379)
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 63,288	$ 63,288	$ 63,288	$ -
Resources (Inflows):				
Intergovernmental	10,000	10,000	9,911	(89)
Use of money and property	300	300	452	152
Amounts Available for Appropriation	**73,588**	**73,588**	**73,651**	**63**
Budgetary Fund Balance, June 30	**$ 73,588**	**$ 73,588**	**$ 73,651**	**$ 63**

City of Lawndale

Budgetary Comparison Schedule
Measure W Safe Clean Water
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 413,593	$ 413,593	$ 413,593	$ -
Resources (Inflows):				
Intergovernmental	-	-	233,705	233,705
Use of money and property	-	-	(420)	(420)
Amounts Available for Appropriation	**413,593**	**413,593**	**646,878**	**233,285**
Charges to Appropriation (Outflows):				
General government	15,977	7,163	6,481	682
Public works	82,000	82,000	81,546	454
Total Charges to Appropriation	**97,977**	**89,163**	**88,027**	**1,136**
Budgetary Fund Balance, June 30	**$ 315,616**	**$ 324,430**	**$ 558,851**	**$ 234,421**

City of Lawndale

Budgetary Comparison Schedule
SB1383 Local Assistance
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 47,001	$ 47,001	$ 47,001	$ -
Resources (Inflows):				
Intergovernmental	10,000	10,000	-	(10,000)
Use of money and property	300	300	61	(239)
Amounts Available for Appropriation	**57,301**	**57,301**	**47,062**	**(10,239)**
Budgetary Fund Balance, June 30	**$ 57,301**	**$ 57,301**	**$ 47,062**	**$ (10,239)**

City of Lawndale

Budgetary Comparison Schedule
Lawndale Housing Authority
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$2,053,515	$2,053,515	$2,053,515	$ -
Resources (Inflows):				
Use of money and property	15,000	15,000	9,507	(5,493)
Transfers in	-	-	319,865	319,865
Amounts Available for Appropriation	**2,068,515**	**2,068,515**	**2,382,887**	**314,372**
Charges to Appropriation (Outflows):				
Housing	169,791	169,791	92,617	77,174
Total Charges to Appropriation	**169,791**	**169,791**	**92,617**	**77,174**
Budgetary Fund Balance, June 30	**$1,898,724**	**$1,898,724**	**$2,290,270**	**$ 391,546**

City of Lawndale

Budgetary Comparison Schedule
TDA Article 3 (Metro)
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance (deficit), July 1	$ (1,664)	$ (1,664)	$ (1,664)	$ -
Resources (Inflows):				
Intergovernmental	30,801	30,801	-	(30,801)
Use of money of property	-	-	21	(21)
Amounts Available for Appropriation	**29,137**	**29,137**	**(1,643)**	**30,780**
Budgetary Fund Balance (deficit), June 30	**$ 29,137**	**$ 29,137**	**$ (1,643)**	**$ 30,780**

City of Lawndale

Budgetary Comparison Schedule
Proposition C Local Transit Assistance
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	$ 1,307,184	$ 1,307,184	$ 1,307,184	$ -
Resources (Inflows):				
Intergovernmental	661,936	661,936	713,157	51,221
Use of money and property	15,000	15,000	15,189	189
Amounts Available for Appropriation	**1,984,120**	**1,984,120**	**2,035,530**	**51,410**
Charges to Appropriation (Outflows):				
Public works	668,927	545,533	344,990	200,543
Capital outlay	1,862,159	1,862,159	241,710	1,620,449
Total Charges to Appropriation	**2,531,086**	**2,407,692**	**586,700**	**1,820,992**
Budgetary Fund Balance, June 30	**$ (546,966)**	**$ (423,572)**	**$ 1,448,830**	**$ 1,872,402**

City of Lawndale

Budgetary Comparison Schedule
Community Development Block Grant
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance (deficit), July 1	$ 188,375	$ 188,375	$ 188,375	$ -
Resources (Inflows):				
Intergovernmental	764,427	764,427	372,464	(391,963)
Use of money of property	-	-	598	-
Amounts Available for Appropriation	**952,802**	**952,802**	**561,437**	**(391,365)**
Charges to Appropriation (Outflows):				
Public works	161,586	185,622	139,296	46,326
Capital outlay	481,739	481,739	261,488	220,251
Total Charges to Appropriation	**643,325**	**667,361**	**400,784**	**266,577**
Budgetary Fund Balance, June 30	**$ 309,477**	**$ 285,441**	**$ 160,653**	**$ (124,788)**

City of Lawndale

Budgetary Comparison Schedule
Prop C25 Grant
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance (deficit), July 1	$ (254,540)	$ (254,540)	$ (254,540)	$ -
Resources (Inflows):				
Intergovernmental	-	-	1,684,107	1,684,107
Use of money of property	-	-	11,397	-
Amounts Available for Appropriation	**(254,540)**	**(254,540)**	**1,440,964**	**1,695,504**
Charges to Appropriation (Outflows):				
Public works	-	15,000	64,385	(49,385)
Capital outlay	2,318,827	2,303,827	1,127,025	1,176,802
Total Charges to Appropriation	**2,318,827**	**2,318,827**	**1,191,410**	**1,127,417**
Budgetary Fund Balance (deficit), June 30	**$ (2,573,367)**	**$ (2,573,367)**	**$ 249,554**	**$ 2,822,921**

City of Lawndale

Budgetary Comparison Schedule
Measure R
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	$ 1,526,029	$ 1,526,029	$ 1,526,029	$ -
Resources (Inflows):				
Intergovernmental	496,452	496,452	1,218,800	722,348
Use of money and property	12,000	12,000	9,601	(2,399)
Amounts Available for Appropriation	**2,034,481**	**2,034,481**	**2,754,430**	**719,949**
Charges to Appropriation (Outflows):				
Public works	147,389	162,389	140,444	21,945
Capital outlay	2,569,418	2,554,418	1,116,885	1,437,533
Total Charges to Appropriation	**2,716,807**	**2,716,807**	**1,257,329**	**1,459,478**
Budgetary Fund Balance, June 30	**$ (682,326)**	**$ (682,326)**	**$ 1,497,101**	**$ 2,179,427**

City of Lawndale

Budgetary Comparison Schedule
Metro STPL Exchange 2017
For the Fiscal Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	$ 4,338	$ 4,338	$ 4,338	$ -
Resources (Inflows):				
Use of money and property	600	600	30	(570)
Amounts Available for Appropriation	**4,938**	**4,938**	**4,368**	**(570)**
Budgetary Fund Balance, June 30	**$ 4,938**	**$ 4,938**	**$ 4,368**	**$ (570)**

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STATISTICAL SECTION

This part of the City of Lawndale's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents Page

Financial Trends 121

These schedules contain trend information to help the reader understand how the government's financial performance and wellbeing have changed over time.

Revenue Capacity 125

These schedules contain trend information to help the reader assess the government's most significant revenue source, property tax.

Debt Capacity 130

These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information 131

These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information 140

These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.

Sources: Unless otherwise notes, the information in these schedules is derived from the Comprehensive Annual Financial Reports for the relevant year.

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City of Lawndale

Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Governmental Activities:										
Net investment in capital assets	$47,680,378	$45,193,728	$43,925,644	$43,387,317	$ 42,993,707	$44,308,151	$45,232,399	$45,929,475	$41,632,026	$41,303,660
Restricted	16,132,854	11,875,942	17,280,809	16,315,035	14,946,011	13,516,348	13,878,261	12,998,959	25,108,842	5,971,750
Unrestricted	31,922,479	31,695,044	18,105,367	14,361,429	14,601,717	12,280,467	14,736,240	16,089,931	(1,881,516)	23,838,865
Total governmental activities	$95,735,711	$88,764,714	$79,311,820	$74,063,781	$ 72,541,435	$70,104,966	$73,846,900	$75,018,365	$64,859,352	$71,114,275
Business-type Activities:										
Unrestricted	$ -	$ -	$ -	$ 392,659	$ -	$ -	$ -	$ -	$ -	$ -
Total business-type activities	$ -	$ -	$ -	$ 392,659	$ -	$ -	$ -	$ -	$ -	$ -
Primary government:										
Net investment in capital assets	$47,680,378	$45,193,728	$43,925,644	$43,387,317	$ 42,993,707	$44,308,151	$45,232,399	$45,929,475	$41,632,026	$41,303,660
Restricted	16,132,854	11,875,942	17,280,809	16,315,035	14,946,011	13,516,348	13,878,261	12,998,959	25,108,842	5,971,750
Unrestricted	31,922,479	31,695,044	18,105,367	14,754,088	14,601,717	12,280,467	14,736,240	16,089,931	(1,881,516)	23,838,865
	$95,735,711	$88,764,714	$79,311,820	$74,456,440	$ 72,541,435	$70,104,966	$73,846,900	$75,018,365	$64,859,352	$71,114,275

Source: City of Lawndale, Finance Department

City of Lawndale

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Expenses:										
Governmental activities:										
General government	$ 4,204,502	$ 4,557,959	$ 5,066,050	$ 4,191,071	$ 4,074,964	$ 4,051,141	$ 3,974,826	$ 3,375,499	$ 3,494,495	$ 3,644,909
Public safety	6,695,437	6,304,671	6,290,957	6,202,978	5,533,190	5,637,010	5,481,018	5,166,327	4,984,084	4,767,707
Code enforcement and animal control	1,161,300	1,284,905	1,333,971	1,335,008	1,078,957	1,026,693	1,161,697	1,090,955	5,109,539	4,676,472
Housing	1,653,658	1,549,137	1,662,910	695,428	1,478,685	1,344,843	2,342,003	1,808,464	1,869,744	1,378,366
Recreation & community services	850,352	780,739	577,013	2,360,100	1,943,391	1,891,344	2,520,125	1,934,189	1,839,218	1,938,500
Public works	5,074,402	5,182,500	4,627,877	5,168,775	4,400,419	5,647,091	2,845,551	3,821,975	-	-
Interest on long-term debt	13,193	14,799	16,309	17,944	19,318	20,624	22,083	23,516	24,565	25,914
Total governmental activities expenses	19,652,844	19,674,710	19,575,087	19,971,304	18,528,924	19,618,746	18,347,303	17,220,925	17,321,645	16,431,868
Business-type activities:										
Community Development	-	-	-	1,030,325	-	-	-	-	-	-
Total business-type activities expenses	-	-	-	1,030,325	-	-	-	-	-	-
Total primary government expenses	$ 19,652,844	$ 19,674,710	$ 19,575,087	$ 21,001,629	$ 18,528,924	$ 19,618,746	$ 18,347,303	$ 17,220,925	$ 17,321,645	$ 16,431,868
Program revenues:										
Governmental activities:										
Charges for services:										
General government	$ 2,196,050	$ 1,842,754	$ 1,971,238	$ 1,529,005	$ 1,696,097	$ 1,555,791	$ 1,516,849	$ 1,446,541	$ 1,465,754	$ 536,706
Public safety	-	-	-	-	-	-	-	-	12,200	597,372
Code enforcement and animal control	-	-	-	-	205,715	200,452	344,716	417,392	324,518	277,134
Other activities	1,425,446	1,069,946	1,503,744	112,503	961,062	630,519	399,385	334,282	2,164,047	335,099
Operating contributions & grants	1,798,424	681,930	1,005,420	495,664	727,699	192,529	289,943	461,251	1,155,002	143,560
Capital contributions & grants	6,677,120	4,435,800	4,463,748	5,304,261	3,410,974	3,548,855	3,036,855	7,526,062	2,317,196	1,777,527
Total governmental activities program revenues	12,097,040	8,030,430	8,944,150	7,441,433	7,001,547	6,128,146	5,587,748	10,185,528	7,438,717	3,667,398
Business-type activities:										
Charges for services										
Community development	-	-	-	742,704	-	-	-	-	-	-
Total business-type activities program revenues	-	-	-	742,704	-	-	-	-	-	-
Total primary government program revenues	$ 12,097,040	$ 8,030,430	$ 8,944,150	$ 8,184,137	$ 7,001,547	$ 6,128,146	$ 5,587,748	$ 10,185,528	$ 7,438,717	$ 3,667,398
Net revenues (expenses):										
Governmental activities	(7,555,804)	(11,644,280)	(10,630,937)	(12,529,871)	(11,527,377)	(13,490,600)	(12,759,555)	(7,035,397)	(9,882,928)	(12,764,470)
Business-type activities	-	-	-	(287,621)	-	-	-	-	-	-
Total primary government net (expenses)/revenues	$ (7,555,804)	$ (11,644,280)	$ (10,630,937)	$ (12,817,492)	$ (11,527,377)	$ (13,490,600)	$ (12,759,555)	$ (7,035,397)	$ (9,882,928)	$ (12,764,470)

City of Lawndale

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting (Continued)

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General revenues and other changes in net position:										
Governmental activities:										
Taxes:										
Property tax, levied for general purpose	$ 1,822,569	$ 1,729,089	$ 1,673,195	$ 1,526,604	$ 1,625,047	$ 1,415,740	$ 1,393,299	$ 1,264,229	$ 1,257,326	$ 1,207,732
Property tax, Redevelopment tax increment	-	-	-	-	-	-	-	-	-	-
Property taxes in lieu of vehicle license fees	4,378,474	4,123,994	3,947,793	3,787,758	3,615,968	3,425,585	3,259,248	3,124,005	2,967,075	2,853,843
Transient occupancy tax	793,777	601,130	712,164	567,341	704,869	692,323	661,089	634,358	580,084	507,149
Sales tax	7,305,321	7,216,511	6,072,989	5,588,676	3,705,062	2,836,285	3,011,518	3,043,063	2,621,117	4,937,756
Franchise tax	932,970	885,280	856,705	801,028	762,816	746,337	719,734	760,317	600,595	577,720
Utility user tax	2,143,996	1,820,079	1,736,358	1,677,016	1,719,735	1,851,200	1,900,519	1,890,350	2,000,513	2,060,637
Investment income	694,577	(2,233)	337,610	587,119	-	-	-	-	110,233	99,903
Extraordinary items	-	-	-	-	1,414,559	-	-	5,042,253	-	-
Other general revenues	265,974	744,728	149,503	144,743	530,592	619,487	642,683	765,103	708,890	1,088,816
Transfers	-	-	-	(680,280)						
Total governmental activities	18,337,658	17,118,578	15,486,317	14,000,005	14,078,648	11,586,957	11,588,090	16,523,678	10,845,833	13,333,556
Business-type activities:										
Transfers	-	-	-	680,280	-	-	-	-	-	-
Total business-type activities program revenues	-	-	-	680,280	-	-	-	-	-	-
Total primary government	18,337,658	17,118,578	15,486,317	14,680,285	14,078,648	11,586,957	11,588,090	16,523,678	10,845,833	13,333,556
Change in Net Position:										
Governmental activities	10,781,854	5,474,298	4,855,380	1,470,134	2,551,271	(1,903,643)	(1,171,465)	9,488,281	962,905	569,086
Business-type activities	-	-	-	392,659	-	-	-	-	-	-
Total primary government change in net position	$ 10,781,854	$ 5,474,298	$ 4,855,380	$ 1,862,793	$ 2,551,271	$ (1,903,643)	$ (1,171,465)	$ 9,488,281	$ 962,905	$ 569,086

City of Lawndale

Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

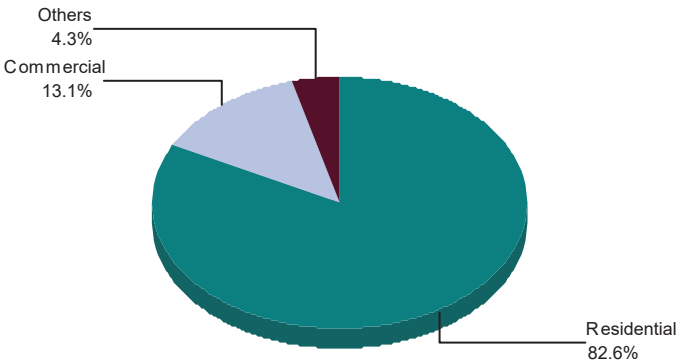
	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General fund:										
Nonspendable	$ 3,525,445	$ 4,274,138	$ 5,344,922	$ 6,374,027	$ 7,702,065	$ 8,600,651	$ 9,452,893	$ 9,510,896	$ 11,504,529	$ 927,304
Restricted	-	-	-	-	10,613	10,241	9,769	9,191	8,463	7,718
Committed	-	-	-	-	1,400,000	-	-	-	2,810,000	3,013,384
Assigned	-	-	-	-	-	-	-	-	245,962	153,496
Unassigned	27,843,163	22,283,628	16,649,998	10,911,737	7,520,502	6,143,591	5,763,383	6,929,628	2,857,327	14,214,377
Total general fund	$ 31,368,608	$ 26,557,766	$ 21,994,920	$ 17,285,764	$ 16,633,180	$ 14,754,483	$ 15,226,045	$ 16,449,715	$ 17,426,281	$ 18,316,279
All other governmental funds:										
Special revenue funds										
Nonspendable	$ 4,357,308	$ 5,177,987	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 487,083
Restricted	12,772,347	8,972,546	7,447,169	12,332,824	11,421,078	10,366,294	9,910,179	10,006,156	4,304,127	5,259,292
Committed	-	-	-	-	-	-	-	-	-	7,495,609
Unassigned	(109,279)	(10,000)	(9,960)	(216,695)	-	(524,855)	(490,001)	(432,709)	(701,781)	(553,245)
Capital project funds										
Restricted	3,360,506	3,840,597	3,749,346	3,443,945	3,514,320	3,139,813	3,958,313	2,982,818	-	-
Unassigned	(1,643)	(256,204)	76,548	(426,003)	(303,819)	(565,264)	(539,765)	(1,280,168)	-	-
Debt service funds		-			-	-	-	-	-	-
Restricted	-	-	4,811	538,266	-	-	-	-	-	-
Total all other governmental funds	$ 20,379,239	$ 17,724,926	$ 11,267,914	$ 15,672,337	$ 14,631,579	$ 12,415,988	$ 12,838,726	$ 11,276,097	$ 3,602,346	$ 12,688,739

THE CITY OF LAWNDALE
2022/23 USE CATEGORY SUMMARY

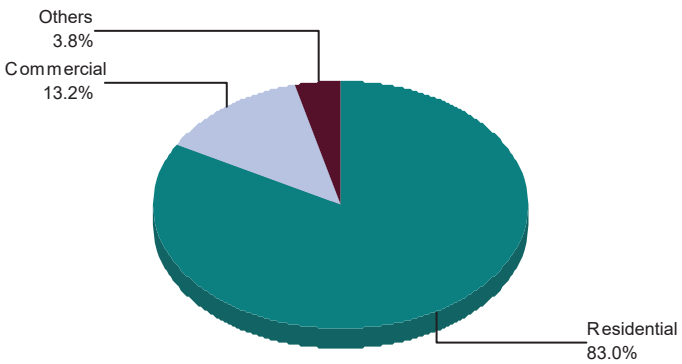
BASIC PROPERTY VALUE TABLE

Category	Parcels	Assessed Value		Net Taxable Value	
Residential	5,245	$2,392,777,786	(82.6%)	$2,387,872,912	(83.0%)
Commercial	381	$379,137,445	(13.1%)	$378,326,356	(13.2%)
Industrial	69	$41,344,971	(1.4%)	$41,344,971	(1.4%)
Institutional	15	$8,886,132	(0.3%)	$3,985,001	(0.1%)
Miscellaneous	1	$22	(0.0%)	$22	(0.0%)
Recreational	1	$368,318	(0.0%)	$368,318	(0.0%)
Vacant	84	$16,788,271	(0.6%)	$16,788,271	(0.6%)
Exempt	58	$8,563,484	(0.3%)	$0	(0.0%)
Cross Reference	[3]	$2,963,677	(0.1%)	$2,963,677	(0.1%)
Unsecured	[485]	$44,666,124	(1.5%)	$44,659,124	(1.6%)
TOTALS	**5,854**	**$2,895,496,230**		**$2,876,308,652**	

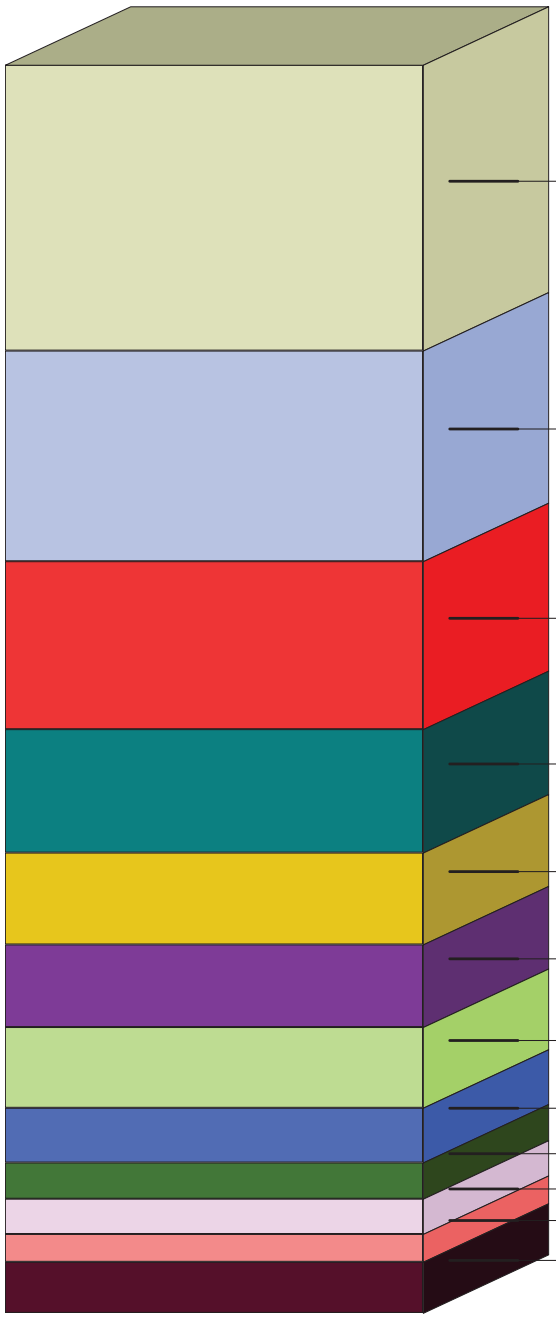
ASSESSED VALUE



NET TAXABLE VALUE



THE CITY OF LAWNDALE
PROPERTY TAX DOLLAR BREAKDOWN



$ 0.2284	Los Angeles County
$ 0.1688	Los Angeles Consolidated Fire District
$ 0.1347	Educational Aug. Fund Impound
$ 0.0985	Centinela Valley Union High School District
$ 0.0737	Educational Rev. Augmentation Fund
$ 0.0662	Tax District #1
$ 0.0649	Lawndale School District
$ 0.0440	Centinela Valley High-Elementary School Fund
$ 0.0288	El Camino Community College District
$ 0.0281	Lawndale Lighting District
$ 0.0223	Los Angeles County Library

$ 0.01159	Co. Sanitation Dist. No. 5 Operating
$ 0.00925	La County Flood Control Maint.
$ 0.00699	County School Service Fund- Lawndale
$ 0.00685	La County Fire Ffw
$ 0.00270	Childrens Instil. Tuition Fund
$ 0.00164	La County Flood Dr. Imp. District Maint.
$ 0.00136	County School Services
$ 0.00097	Developed Center Handicapped Minor- Lawndale
$ 0.00017	Wtr Replenishment Dist. Of So. Cal
$ 0.00011	La County Accum. Cap. Outlay
$ 0.00003	La County West Vector Control Dist.

$ 1.0000

ATI (Annual Tax Increment) Ratios for Tax Rate Area 05164, Excluding Redevelopment Factors & Additional Debt Service

Data Source: Los Angeles County Assessor 2022/23 Annual Tax Increment Tables Prepared On 12/21/2023 By MV

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THE CITY OF LAWNDALE
2022/23 ROLL SUMMARY

Taxable Property Values

	Secured	Nonunitary Utilities	Unsecured
Parcels	5,796	0	485
TRAs	9	0	5
Values			
Land	1,713,333,250	0	0
Improvements	1,128,251,097	0	0
Personal Property	523,699	0	21,889,712
Fixtures	158,576	0	22,776,412
Aircraft	0	0	0
Total Value	**$2,842,266,622**	**$0**	**$44,666,124**
Exemptions			
Real Estate	10,592,094	0	0
Personal Property	20,000	0	7,000
Fixtures	5,000	0	0
Aircraft	0	0	0
Homeowners*	13,220,682	0	0
Total Exemptions*	**$10,617,094**	**$0**	**$7,000**
Total Net Value	**$2,831,649,528**	**$0**	**$44,659,124**

Combined Values	Total
Total Values	**$2,886,932,746**
Total Exemptions	**$10,624,094**
Net Total Values	**$2,876,308,652**

** Note: Homeowner Exemptions are not included in Total Exemptions*

Data Source: Los Angeles County Assessor 2022/23 Combined Tax Rolls

Prepared On 12/21/2023 By MV

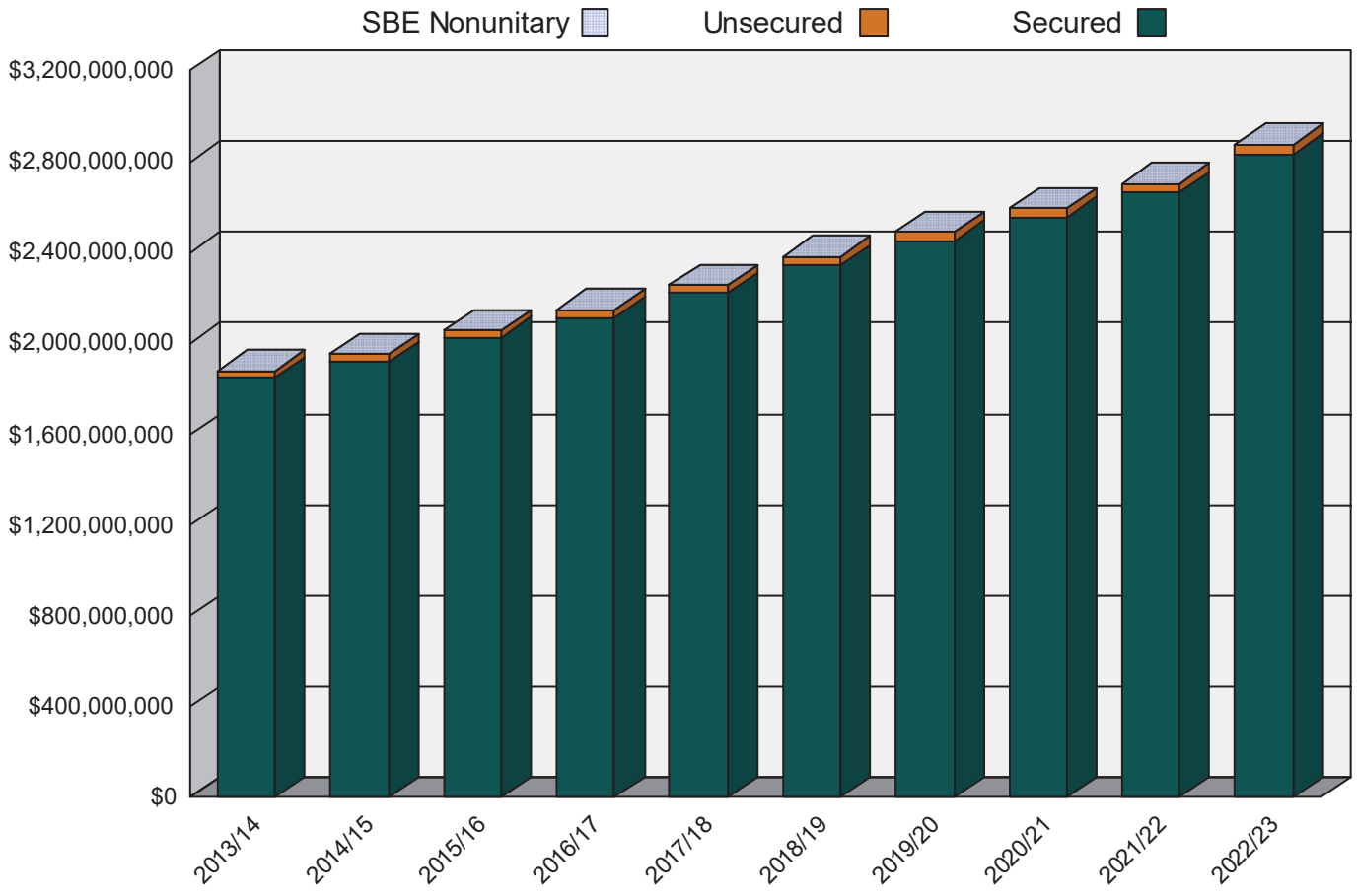
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THE CITY OF LAWNDALE

NET TAXABLE ASSESSED VALUE HISTORY

2013/14 - 2022/23 Taxable Property Values

Lien Year	Secured	Unsecured	SBE Nonunitary	Net Total AV	% Change
2013/14	$1,846,823,697	$32,531,368	$0	**1,879,355,065**	
2014/15	$1,920,865,673	$33,753,426	$0	**1,954,619,099**	**4.00%**
2015/16	$2,026,901,378	$31,785,416	$0	**2,058,686,794**	**5.32%**
2016/17	$2,114,593,655	$32,592,158	$0	**2,147,185,813**	**4.30%**
2017/18	$2,221,993,832	$33,589,535	$0	**2,255,583,367**	**5.05%**
2018/19	$2,344,822,276	$37,713,273	$0	**2,382,535,549**	**5.63%**
2019/20	$2,451,270,540	$38,125,643	$0	**2,489,396,183**	**4.49%**
2020/21	$2,554,673,001	$42,235,035	$0	**2,596,908,036**	**4.32%**
2021/22	$2,663,928,083	$40,464,716	$0	**2,704,392,799**	**4.14%**
2022/23	$2,831,649,528	$44,659,124	$0	**2,876,308,652**	**6.36%**
				Average % Change	**5.55%**



* Net AV changes less than two percent are in purple font. Negative Net AV percent changes are in red.

Data Source: Los Angeles County Assessor 0/ - 2022/23 Combined Tax Rolls

Prepared On 12/21/2023 By MV

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THE CITY OF LAWNDALE

ASSESSED VALUE OF TAXABLE PROPERTY

2013/14 - 2022/23 Taxable Property Values

Category	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Residential	1,530,140,085	1,600,481,244	1,693,948,565	1,767,690,552	1,857,261,345	1,964,008,507	2,059,491,410	2,147,587,188	2,239,260,403	2,387,872,912
Commercial	268,725,979	271,985,676	283,088,415	297,091,922	312,684,592	321,895,050	331,263,301	344,301,751	359,762,056	378,326,356
Industrial	33,487,063	33,168,890	33,489,492	34,333,192	35,350,627	40,150,894	42,734,618	41,500,396	39,681,680	41,344,971
Institutional	4,078,791	4,445,001	4,190,700	4,307,889	4,631,070	4,746,172	4,290,290	4,376,089	3,406,869	3,985,001
Miscellaneous										22
Recreational	358,976	360,604	367,807	373,415	581,585	343,520	350,389	357,395	361,097	368,318
Vacant	8,570,509	9,058,336	9,383,970	8,327,163	8,973,277	11,116,571	10,477,760	13,596,620	18,472,326	16,788,271
Cross Reference	1,462,294	1,365,922	2,432,429	2,469,522	2,511,336	2,561,562	2,662,772	2,953,562	2,983,652	2,963,677
Unsecured	32,531,368	33,753,426	31,785,416	32,592,158	33,589,535	37,713,273	38,125,643	42,235,035	40,464,716	44,659,124
Exempt	[11,677,961]	[11,533,961]	[11,503,609]	[9,823,786]	[9,794,868]	[9,774,004]	[9,774,004]	[8,563,484]	[8,563,484]	[8,563,484]
TOTALS	1,879,355,065	1,954,619,099	2,058,686,794	2,147,185,813	2,255,583,367	2,382,535,549	2,489,396,183	2,596,908,036	2,704,392,799	2,876,308,652
Total Direct Rate	0.06627	0.06627	0.06627	0.06627	0.06617	0.06624	0.06624	0.06624	0.06623	0.06622

Notes:
Exempt values are not included in Total.

In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1%, based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exceptions, property is only reassessed as a result of new construction activity or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

THE CITY OF LAWNDALE

DIRECT & OVERLAPPING PROPERTY TAX RATES

(RATE PER $100 OF TAXABLE VALUE)

Last 10 Fiscal Years										
Agency	**2013/14**	**2014/15**	**2015/16**	**2016/17**	**2017/18**	**2018/19**	**2019/20**	**2020/21**	**2021/22**	**2022/23**
Basic Levy[1]	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
El Camino Community College	0.01750	0.01742	0.01745	0.02294	0.02120	0.02223	0.02155	0.02362	0.02264	0.02299
Hawthorne School District	0.10797	0.10620	0.10176	0.09553	0.08818	0.08395	0.11025	0.10069	0.09933	0.08637
Lawndale Elementary School Dist	0.04651	0.04334	0.04207	0.04064	0.06143	0.06385	0.06343	0.06246	0.05494	0.05821
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350
Wiseburn-Centinela Unified	0.04369	0.08365	0.07241	0.08296	0.06531	0.10111	0.09106	0.11696	0.10993	0.11503
Total Direct & Overlapping[2] Tax Rates	**1.21918**	**1.25411**	**1.23719**	**1.24558**	**1.23963**	**1.27464**	**1.28980**	**1.30723**	**1.29034**	**1.28611**
City's Share of 1% Levy Per Prop 13[3]	0.06624	0.06624	0.06624	0.06624	0.06624	0.06624	0.06624	0.06624	0.06624	0.06624
Voter Approved City Debt Rate										
Redevelopment Rate[4]										
Total Direct Rate[5]	0.06627	0.06627	0.06627	0.06627	0.06617	0.06624	0.06624	0.06624	0.06623	0.06622

Notes:

[1]In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

[2]Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all property owners.

[3]City's Share of 1% Levy is based on the City's share of the general fund tax rate area with the largest net taxable value within the City. The ERAF portion of the City's Levy has been subtracted where known.

[4]Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values. The approval of ABX1 26 eliminated Redevelopment from the State of California for the fiscal year 2012/13 and years thereafter.

[5]Total Direct Rate is the weighted average of all individual direct rates applied by the City/Agency preparing the statistical section information and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purposes of this report, residual revenue is assumed to be distributed to the City/Agency in the same proportions as general fund revenue.

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THE CITY OF LAWNDALE
2022/23 TOP TEN PROPERTY TAXPAYERS

Top Property Owners Based On Net Values

Owner	Secured			Unsecured			Combined		Primary Use & Primary Agency
	Parcels	Value	% of Net AV	Parcels	Value	% of Net AV	Value	% of Net AV	
1) LAWNDALE MARKET PLACE LLC	8	$14,289,875	0.50%				**$14,289,875**	**0.50%**	Commercial Successor Agency
2) LLS GROUP 4 LLC	14	$11,799,554	0.42%				**$11,799,554**	**0.41%**	Residential Successor Agency
3) 94-20 NORTHERN BLVD REALTY	1	$10,100,114	0.36%				**$10,100,114**	**0.35%**	Commercial Successor Agency
4) SNOW MELT III LLC	1	$9,350,000	0.33%				**$9,350,000**	**0.33%**	Residential Successor Agency
5) INCONEL HOLDINGS INC				1	$9,088,734	20.35%	**$9,088,734**	**0.32%**	Unsecured Successor Agency
6) PATRONAS FAMILY TRUST	3	$9,038,582	0.32%				**$9,038,582**	**0.31%**	Residential TD #1
7) JJNC PARTNERS TIC LLC	1	$9,027,772	0.32%				**$9,027,772**	**0.31%**	Residential Successor Agency
8) PIROOZ ZARRABIAN	4	$8,669,667	0.31%				**$8,669,667**	**0.30%**	Commercial Successor Agency
9) BAYTOWER CORPORATE CENTER	1	$8,143,533	0.29%	1	$5,300	0.01%	**$8,148,833**	**0.28%**	Commercial Successor Agency
10) LAWNDALE AH LLC	3	$7,752,000	0.27%				**$7,752,000**	**0.27%**	Vacant Successor Agency
Top Ten Total	36	$88,171,097	3.11%	2	$9,094,034	20.36%	**$97,265,131**	**3.38%**	
City Total		$2,831,649,528			$44,659,124		**$2,876,308,652**		

Top Owners last edited on 12/18/23 by maheav using sales through 06/30/23 (Version r.1)

Data Source: Los Angeles County Assessor 2022/23 Combined Tax Rolls and the SBE Non Unitary Tax Roll

Prepared On 12/21/2023 By MV

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THE CITY OF LAWNDALE
2013/14 TOP TEN PROPERTY TAXPAYERS

Top Property Owners Based On Net Values

Owner	Secured			Unsecured			Combined		Primary Use & Primary Agency
	Parcels	Value	% of Net AV	Parcels	Value	% of Net AV	Value	% of Net AV	
1) LAWNDALE MARKET PLACE LLC	6	$11,996,649	0.65%				**$11,996,649**	**0.64%**	Commercial Successor Agency
2) 94 20 NORTHERN BLVD REALTY CORP	1	$8,703,980	0.47%				**$8,703,980**	**0.46%**	Commercial Successor Agency
3) LAWNDALE LLC	4	$7,471,288	0.40%				**$7,471,288**	**0.40%**	Commercial Successor Agency
4) BAYTOWER CORPORATE CENTER	1	$7,017,856	0.38%	1	$8,891	0.03%	**$7,026,747**	**0.37%**	Commercial Successor Agency
5) FARIBA TABIBI	9	$6,438,493	0.35%	1	$466,151	1.43%	**$6,904,644**	**0.37%**	Residential TD #1
6) RICH LAWNDALE LLC	1	$6,655,788	0.36%				**$6,655,788**	**0.35%**	Commercial Successor Agency
7) SBP ENTERPRISES LLC	1	$6,178,272	0.33%				**$6,178,272**	**0.33%**	Commercial Successor Agency
8) XJ GRAND HOTEL LLC	2	$5,511,197	0.30%	1	$416,369	1.28%	**$5,927,566**	**0.32%**	Commercial Successor Agency
9) SATNAAM INVESTMENTS INC	1	$5,591,351	0.30%				**$5,591,351**	**0.30%**	Commercial Successor Agency
10) J AND Y PROPERTIES LP	1	$5,462,223	0.30%				**$5,462,223**	**0.29%**	Commercial Successor Agency
Top Ten Total	27	$71,027,097	3.85%	3	$891,411	2.74%	**$71,918,508**	**3.83%**	
City Total		$1,846,823,697			$32,531,368		**$1,879,355,065**		

Top Owners last edited on 8/13/14 by maheav using sales through 06/30/14 (Version r.1)

Data Source: Los Angeles County Assessor 2013/14 Combined Tax Rolls and the SBE Non Unitary Tax Roll

Prepared On 12/21/2023 By MV

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CITY OF LAWNDALE

2022-23 Assessed Valuation: $2,876,308,652

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	Total Debt 6/30/23	% Applicable (1)	City's Share of Debt 6/30/23
Metropolitan Water District	$19,215,000	0.079	$ 15,180
El Camino Community College District	463,537,057	2.064	9,567,405
Centinela Valley Union High School District	236,570,062	11.598	27,437,396
Centinela Valley Union High School District School Facilities Improvement District	221,670,000	13.057	28,943,452
Hawthorne School District	66,407,561	0.501	332,702
Lawndale School District	34,935,000	59.899	20,925,716
City of Lawndale	**0**	**100.**	**0**
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT			$87,221,851
OVERLAPPING GENERAL FUND DEBT:			
Los Angeles County General Fund Obligations	$2,601,551,282	0.152%	$ 3,954,358
Los Angeles County Superintendent of Schools General Fund Obligations	3,403,487	0.152	5,173
Centinela Valley Union High School District Certificates of Participation	6,420,000	22.338	1,434,100
Hawthorne School District Certificates of Participation	10,220,000	0.501	51,202
Los Angeles County Sanitation District No. 5 Authority	1,269,835	2.127	27,009
TOTAL OVERLAPPING GENERAL FUND DEBT			$5,471,842
OVERLAPPING TAX INCREMENT DEBT (Successor Agency):	$17,120,000	100. %	$17,120,000
TOTAL DIRECT DEBT			**$0**
TOTAL OVERLAPPING DEBT			$109,813,693
COMBINED TOTAL DEBT			$109,813,693 (2)

(1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Ratios to 2022-23 Assessed Valuation:

Total Direct Debt ($0).....0.00%
Total Direct and Overlapping Tax and Assessment Debt.....3.03%
Combined Total Debt.....3.82%

Ratio to Successor Agency Redevelopment Incremental Valuation ($1,025,165,449)

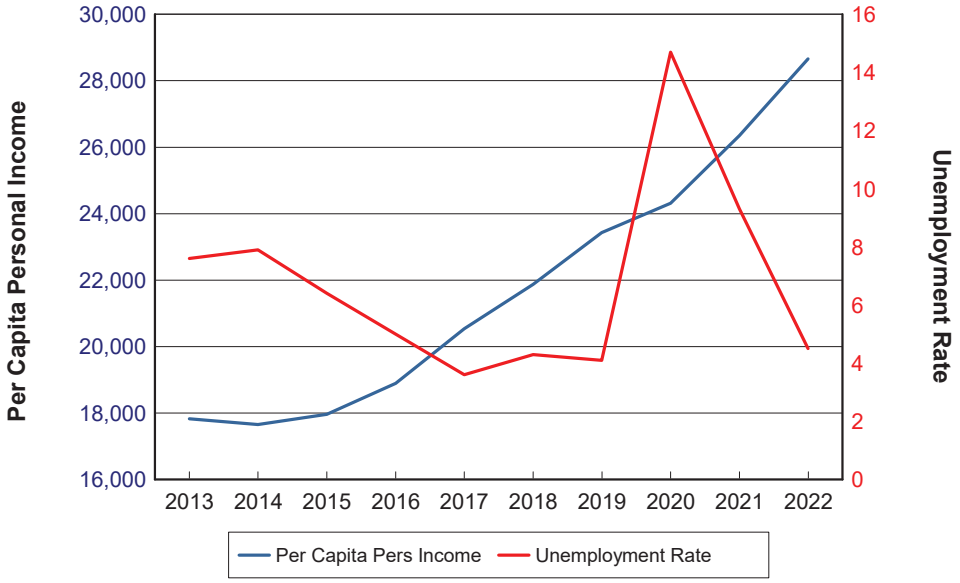
Total Overlapping Tax Increment Debt.....1.67%

THE CITY OF LAWNDALE

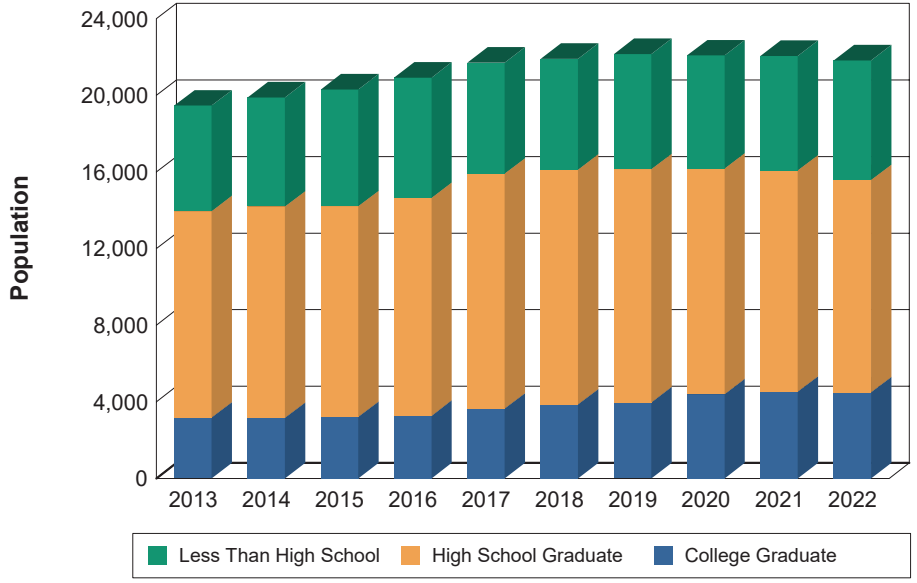
DEMOGRAPHIC AND ECONOMIC STATISTICS

Calendar Year	Population	Personal Income (In Thousands)	Per Capita Personal Income	Unemployment Rate	Median Age	% of Pop 25+ with High School Degree	% of Pop 25+ with Bachelor's Degree
2013	33,228	$592,356	$17,827	7.6%	31.6	71.7%	16.3%
2014	33,242	$586,954	$17,657	7.9%	31.9	71.4%	15.9%
2015	33,496	$601,597	$17,960	6.4%	32.5	70.0%	15.8%
2016	33,365	$630,432	$18,895	5.0%	32.8	70.0%	15.6%
2017	33,607	$690,055	$20,533	3.6%	34.9	73.3%	16.8%
2018	33,436	$731,315	$21,872	4.3%	35.0	73.6%	17.6%
2019	32,799	$768,497	$23,430	4.1%	35.7	72.9%	17.9%
2020	32,710	$795,315	$24,314	14.7%	35.5	73.3%	19.9%
2021	31,301	$824,929	$26,354	9.3%	34.8	72.9%	20.5%
2022	30,882	$885,188	$28,663	4.5%	35.3	71.4%	20.6%

Personal Income and Unemployment



Education Level Attained for Population 25 and Over



Notes and Data Sources:
Population: California State Department of Finance. Unemployment Data: California Employment Development Department
2000-2009 Income, Age, and Education Data: ESRI - *Demographic Estimates are based on the last available Census.* Projections are developed by incorporating all of the prior census data released to date. Demographic Data is totaled from Census Block Groups that overlap the City's boundaries
2010 and later - Income, Age and Education Data - US Census Bureau, most recent American Community Survey

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Prepared On 12/21/2023 By MV

City of Lawndale

Principal Employers
Current Year and Ten Years Ago

	2023		2014	
Employer	Number of Employees	Percent of Total City Employment	Number of Employees	Percent of Total City Employment
Lawndale Elementary School District*	624	3.65%		
Centinela Valley Union High School District*	545	3.19%		
Target Store	89	0.52%		
VCA Advanced Veterinary Care Center**	75	0.44%	57	1.95%
El Super Grocery Store #43**	72	0.42%	90	3.08%
City of Lawndale	70	0.41%	99	3.38%
Jones Management Hawthorne Inc	70	0.41%		
Options For Life Inc	50	0.29%	46	1.57%
El Pollo Inka	38	0.22%	45	1.54%
Smart & Final Extra**	38	0.22%	44	1.50%
Carbro Corporation			44	1.50%
Big Saver Foods			46	1.57%
Boston Market Corporation			51	1.74%
99 Cents Only Store			42	1.44%

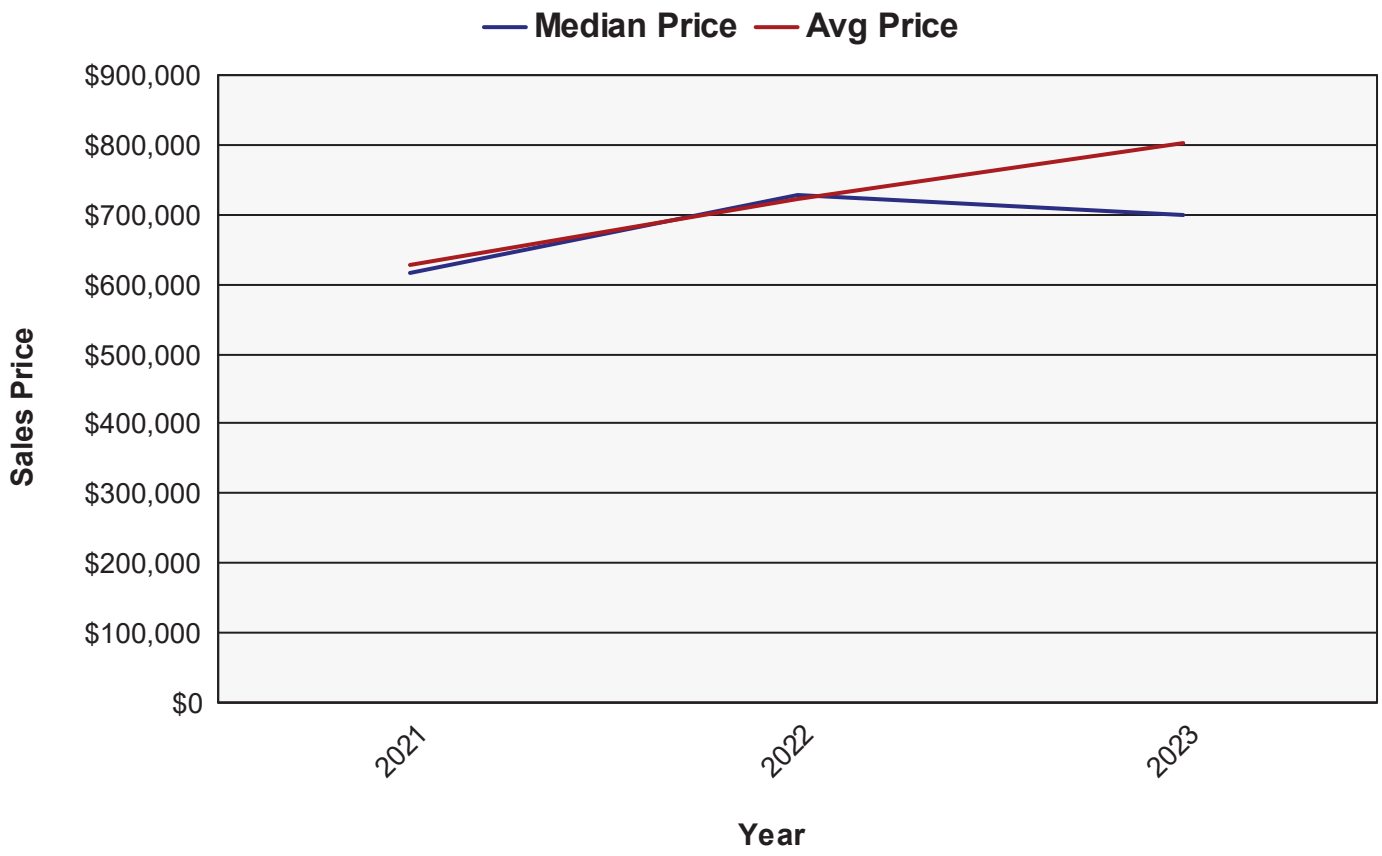
Source: City 2023 Business License
2014 Source: Previously published ACFR -2014
Results based on direct correspondence with city's local businesses.
*Includes classified, certificated and admin for school's in the City of Lawndale
**Includes FTE & PTE

THE CITY OF LAWNDALE

SALES VALUE HISTORY

Single Family Residential Full Value Sales 01/01/2021 - 11/30/2023)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2021	146	$628,973	$617,500	
2022	91	$722,852	$728,000	17.89%
2023	70	$802,410	$700,000	-3.85%



* Multiparcel transfers, quitclaim deeds, trust transfers, timeshares, and partial sales are excluded from this analysis.

Data Source: Los Angeles County Recorder

Prepared On 12/21/2023 By MV

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

CITY OF LAWNDALE
TOP 25 SALES TAX PRODUCERS
FOR CALENDAR YEAR 2022

Business Name	Business Category
76	Service Stations
Arco	Service Stations
Arco AM PM	Service Stations
Arco AM PM	Service Stations
Bossa Nova Brazilian Cuisine	Casual Dining
Capitol Wholesale Electric Supply	Plumbing/Electrical Supplies
Chevron	Service Stations
Cooks Lumber & Hardware	Building Materials
CVS Pharmacy	Drug Stores
Dunn Edwards Paint	Paint/Glass/Wallpaper
El Pollo Inka	Casual Dining
Enterprise Rent A Car	Transportation/Rentals
Guitar Center	Music Stores
Hirsch Pipe & Supply Co	Plumbing/Electrical Supplies
McDonald's	Quick-Service Restaurants
Panda Express	Fast-Casual Restaurants
RJ's Construction & Landscaping Supplies	Contractors
Shilpark Paint	Paint/Glass/Wallpaper
Smart & Final	Grocery Stores
Target	Discount Dept Stores
USA Gasoline	Service Stations
Vio's Auto Sales	Used Automotive Dealers
VIP Auto House	Used Automotive Dealers
Westwood Building Materials	Building Materials
WSS	Shoe Stores

Percent of Calendar Year Total Paid By Top 25 Accounts = 61.83%

* Firms Listed Alphabetically

Printed 07/14/2023

Period: January 2022 Thru December 2022
Allocations Adjusted for Economic Data
Sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

CITY OF LAWNDALE
TOP 25 SALES TAX PRODUCERS
FOR CALENDAR YEAR 2013

Business Name	Business Category
Anthonys Ready Mix	Contractors
Arco	Service Stations
Arco	Service Stations
Arco AM PM	Service Stations
Arco AM PM	Service Stations
Chevron	Service Stations
Cooks Lumber & Hardware	Building Materials
CVS Pharmacy	Drug Stores
Dunn Edwards Paint	Paint/Glass/Wallpaper
El Pollo Inka	Casual Dining
El Super	Grocery Stores
Guitar Center	Music Stores
Hawthorne Motors	Used Automotive Dealers
McDonalds	Quick-Service Restaurants
Panda Express	Fast-Casual Restaurants
Pep Boys	Automotive Supply Stores
Rapid Gas	Service Stations
Shell	Service Stations
Sherwin Williams	Paint/Glass/Wallpaper
Shilpark Paint	Paint/Glass/Wallpaper
Show Case Motors	Used Automotive Dealers
Smart & Final	Grocery Stores
Video & Audio Center	Electronics/Appliance Stores
Vio's Auto Sales	Used Automotive Dealers
Westwood Building Materials	Building Materials

Percent of Calendar Year Total Paid By Top 25 Accounts = 63.10%

* Firms Listed Alphabetically

Printed 07/14/2023

Period: January 2013 Thru December 2013
Allocations Adjusted for Economic Data
Sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

City of Lawndale
Taxable Sales by Category
Last Ten Calendar Years
(in thousands of dollars)
Adjusted for Economic Data

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Apparel Stores	$ 2,989	$ 2,964	$ 3,132	$ 3,514	$ 3,770	$ 3,469	$ 3,624	$ 4,227	$ 8,567	$ 9,422
Food Stores	8,775	8,452	8,424	8,535	8,771	7,686	7,052	7,531	7,603	8,160
Eating and Drinking Places	31,274	35,632	39,440	42,041	44,748	46,250	51,848	45,640	57,305	62,924
Building Materials	37,516	41,597	42,282	44,893	46,855	51,035	49,312	49,305	51,664	61,049
Auto Dealers and Supplies	26,300	27,557	33,872	31,073	26,957	23,107	34,005	27,367	29,993	32,444
Service Stations	70,720	67,765	61,863	50,592	56,715	64,376	66,983	38,849	51,559	69,948
Other Retail Stores	32,783	36,025	38,315	41,810	49,929	51,596	40,778	41,162	45,875	48,498
All Other Outlets	19,558	20,041	24,520	24,999	25,170	25,733	29,733	26,664	98,201	102,705
Total	$ 229,915	$ 240,033	$ 251,846	$ 247,458	$ 262,915	$ 273,250	$ 283,334	$ 240,744	$ 350,768	$ 395,148

Sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

Note: Due to confidentiality issues, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

City of Lawndale

Full-Time Equivalent City Employees by Function
Last Ten Fiscal Years

Function	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General government	39	31	26	39	39	39	39	39	38	38
Public safety	13	19	16	15	16	16	16	16	15	15
Community development	3	4	4	4	4	4	5	5	6	6
Culture and leisure	15	11	13	40	40	40	40	40	40	40
Total	**70**	**65**	**59**	**98**	**99**	**99**	**100**	**100**	**99**	**99**

Source: City of Lawndale, Finance Department

ATTACHMENT 2

ROGERS, ANDERSON, MALODY & SCOTT, LLP
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Brianna Schultz, CPA, CGMA
Brenda L. Odle, CPA, MST (Partner Emeritus)

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

To the Honorable Mayor and Members of the City Council
City of Lawndale
Lawndale, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Lawndale, California (the City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 8, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify deficiencies that we consider to be material weaknesses. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 8, 2024

ATTACHMENT 3

ROGERS, ANDERSON, MALODY & SCOTT, LLP
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Governmental Audit Quality Center
California Society of Certified Public Accountants

January 8, 2024

To the Honorable Mayor and Members of the City Council
City of Lawndale
Lawndale, California

We have audited the financial statements of the City of Lawndale, California, (the City) as of and for the year ended June 30, 2023, and have issued our report thereon dated January 8, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated May 1, 2023, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

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Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm and our firm, have complied with all relevant ethical requirements regarding independence.

Significant Risks

We have identified the possibility of the following significant risks:

Management's override of internal controls over financial reporting: Management override of internal controls is the intervention by management in handling financial information and making decisions contrary to internal control policy.

Revenue recognition: Management's failure to recognize revenue in accordance with generally accepted accounting principles.

These significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although identified as significant risks, we noted no matters of management override of controls or deviations from generally accepted accounting principles which caused us to modify our audit procedures or any related matters which are required to be communicated to those charged with governance due to these identified risks.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of fair market value of investments is based on market values provided by outside sources. We evaluated the key factors and assumptions used to develop the fair market value of investments in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of depreciation expense is based on the useful lives of acquired assets. We evaluated the key factors and assumptions used to develop depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of compensated absence is based on accumulated compensation for vacation, sick leave and compensatory time to employees. We evaluated the key factors and assumptions used to develop the estimate in determining that is reasonable in relation to the financial statements taken as a whole.

The estimate of the net pension liability is based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the statements taken as a whole.

The estimate of the total OPEB liability is based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to:

The disclosure of fair value of investments in the notes to the financial statements represents amounts susceptible to market fluctuations.

The disclosure of capital assets, net, in the notes to the basic financial statements is based on historical information which could differ from actual useful lives of each capitalized item.

The disclosure of compensated absences in the notes to the financial statements is based on accumulated compensation for vacation, sick leave and compensatory time to employees. Actual future liabilities may vary from disclosed estimates.

The disclosure of net pension liability in the notes to the financial statements is based on actuarial assumptions. Actual future liabilities may vary from disclosed estimates.

The disclosure of total OPEB liability in the notes to the financial statements is based on actuarial assumptions. Actual future liabilities may vary from disclosed estimates.

The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated January 8, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Information Included in Annual Reports

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the City's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards:

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 8, 2024

14717 BURIN AVENUE - LAWNDALE, CALIFORNIA 90260 – (310) 973-3200 – FAX (310) 644-4556

January 8, 2024

Rogers, Anderson, Malody & Scott, LLP
735 E. Carnegie Drive, Suite 100
San Bernardino, California 92408

This representation letter is provided in connection with your audit of the financial statements of the City of Lawndale (the City) as of June 30, 2023 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements present fairly, in all material respects, the financial position, results of operations of the various opinion units of the City in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP), and in connection with your examination of City of Lawndale 's compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients that Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the CSLFRF section of the 2023 OMB Compliance Supplement as of June 30, 2023 and for the year then ended, for the purpose of expressing an opinion on compliance pursuant to the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). We confirm that we are responsible for compliance with requirements applicable to our major federal award programs.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of January 8, 2024.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated May 1, 2023, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.

- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- All component units are included and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, GASB Statement No. 37, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus as amended, and GASB Statement No. 65, Items Previously Reported as Assets and Liabilities, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.

- With regard to investments and other instruments reported at fair value:
  - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
  - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
  - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- With respect to nonattest services provided, we have performed the following:
  - Made all management decisions and performed all management functions;
  - Assigned a competent individual to oversee the services;
  - Evaluated the adequacy of the services performed;
  - Evaluated and accepted responsibility for the result of the service performed; and
  - Established and maintained internal controls, including monitoring ongoing activities.

Information Provided

- We have provided you with:
  - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - Additional information that you have requested from us for the purpose of the audit.
  - Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
    - A written acknowledgement of all the documents that we expect to issue that will be included in the annual report and the planned timing and method of issuance of that annual report.
    - A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- We have provided to you our analysis of the City's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans. We have no reason to believe the City will not continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.
- The financial statements and any other information included in the annual report are consistent with one another, and the other information does not contain any material misstatements.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the City and involves:
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.

- We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements and the schedule of expenditures of federal awards.
- We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- The City has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable.
- We have disclosed to you all non-exchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Non-exchange Financial Guarantees*, for those guarantees where it is more likely than not that the City will make a payment on any guarantee.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
  - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
  - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
  - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updated on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- There have been no changes or updates to legal information disclosed to you by our attorneys since the date of such legal response and now.

- With respect to the City's supplementary information:
  - We acknowledge our responsibility for the presentation of the supplementary information in accordance with U.S. GAAP.
  - We believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP.
  - The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period.
  - We have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
  - We acknowledge our responsibility to include the auditor's report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
  - We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
  - We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefit liabilities and costs for financial accounting purposes are appropriate in the circumstances.
  - We do not plan to make frequent amendments to the City's pension or other postretirement benefit plans.
- With respect to the required supplementary information accompanying the financial statements:
  - We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.
  - We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
  - The methods of measurement or presentation have not changed from those used in the prior period.
  - We have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, line of credit, or similar arrangements have been properly disclosed.
- With respect to the use of a specialist:
  - We agree with the findings of specialists in evaluating the City's pension and other post-employment benefit liabilities and costs and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.

- We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefit liabilities and costs for financial accounting purposes are appropriate in the circumstances.
- We do not plan to make frequent amendments to the City's pension or other postretirement benefit plans.

Examination

- We are responsible for understanding and complying with and have complied with the requirements of the Uniform Guidance.
- We are responsible for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance.
- We believe the schedule of expenditures of federal awards, including its form and content, is fairly prepared in accordance with the Uniform Guidance.
- The methods of measurement have not changed from those used in the prior period.
- We have, in accordance with the Uniform Guidance, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.
- We have no knowledge of any instances that have occurred or are likely to have occurred of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the examination objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors, regulators, or others.
- We have no knowledge of any instances that have occurred or are likely to have occurred of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the examination objectives.
- We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the examination objectives.
- We have a process to track the status of examination findings and recommendations.
- We have identified for you all previous audits, attestation engagements, and other studies related to the examination objectives and whether related recommendations have been implemented.
- We have provided to you our interpretations of any compliance requirements that have varying interpretations, if applicable.
- We have made available to you all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.
- We have received no requests from a federal agency to audit one or more specific programs as a major program.

- We have identified and disclosed to you all amounts questioned and any known noncompliance with the requirements of federal awards, including the results of other audits or program reviews, or stated that there was no such noncompliance. We also know of no instances of noncompliance occurring subsequent to the period covered by this examination report.
- We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with direct and material compliance requirement, including communications received from the end of the period covered by the compliance examination to the date of the accountant's report.
- Any electronic documents delivered to you are the true copies of the original document.
- We have made available to you all documentation related to the compliance with direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements. Any electronic documentation is a true copy of the original document.
- Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared (and are prepared on a basis consistent with the schedule of expenditures of federal awards).
- The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- We have properly classified amount claimed or used for matching in accordance with related guidelines in the Uniform Guidance, as applicable.
- We have charged costs to federal awards in accordance with applicable cost principles.
- We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance examination, including findings received and corrective actions taken from the end of the period covered by the compliance examination to the date of the accountant's report.
- We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.
- We have reviewed, approved, and taken responsibility for accrual adjustments and an acknowledgment of the auditor's role in the preparation of the adjustments.
- We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

- In addition:
  - We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulation, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements.
  - We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance have occurred subsequent to the period covered by the accountant's report.

Signature: _____

Title: Finance Director / Treasurer

ATTACHMENT 4

ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

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Governmental Audit Quality Center
California Society of Certified Public Accountants

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REPORT ON COMPLIANCE FOR THE U.S. DEPARTMENT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM (CSLFRF) REQUIREMENTS FOR AN ALTERNATIVE CSLFRF COMPLIANCE EXAMINATION ENGAGEMENT

Independent Accountant's Report

To the Honorable City Council
City of Lawndale
Lawndale, California

We have examined City of Lawndale's (the City) compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the CSLFRF section of the 2023 OMB *Compliance Supplement* (referred to herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") during the year ended June 30, 2023. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA; the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement." Those standards and requirements require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the specified requirements referenced above during the year ended June 30, 2023.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we are required to report all deficiencies that are considered to be significant deficiencies or material weaknesses in internal control; fraud, and noncompliance with provisions of laws, regulations, contracts or grant agreements that have a material effect on the City's compliance with the specified requirements and any other instances that warrant the attention of those charged with governance. We are also required to obtain and report the views of responsible officials concerning the findings, conclusions, and recommendations, as well as any planned corrective actions. We performed our examination to express an opinion on the City's compliance with the specified requirements and not for the purpose of expressing an opinion on the internal control over the specified requirements or on compliance and other matters; accordingly, we express no such opinions. The results of our tests disclosed no matters that are required to be reported under *Government Auditing Standards*.

Intended Purpose

The purpose of this examination report is solely to express an opinion on whether the City complied, in all material respects with the specified requirements referenced above during the year ended June 30, 2023. Accordingly, this report is not suitable for any other purpose.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 8, 2024

ATTACHMENT 5

ROGERS, ANDERSON, MALODY & SCOTT, LLP
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Independent Accountant's Report

To the Honorable City Council
City of Lawndale
Lawndale, California

We have performed the procedures enumerated below (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution*) on the accompanying Appropriations Limit Worksheet for the year ended June 30, 2023. The City of Lawndale's (the City) management is responsible for the accompanying Appropriations Limit Worksheet for the year ended June 30, 2023.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting the City in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution. Additionally, the League of California Cities has agreed to and acknowledged that the procedures performed are appropriate to meet for their purposes. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. We obtained the completed worksheets and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned documents to those that were selected by a recorded vote of the City Council.

   Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Worksheet, we added last year's limit to total adjustments and agreed the resulting amount to this year's limit.

   Finding: No exceptions were noted as a result of our procedures.

3. We agreed the current year information presented in the accompanying Appropriations Limit Worksheet to the other documents referenced in number one above.

   Finding: No exceptions were noted as a result of our procedures.

4. We agreed the prior year appropriations limit presented in the accompanying Appropriations Limit Worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

   Finding: No exceptions were noted as a result of our procedures.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on accompanying Appropriations Limit Worksheet for the year ended June 30, 2023. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City Council and management of the City of Lawndale, California, and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 8, 2024

APPROPRIATION LIMIT WORKSHEET
CITY OF LAWNDALE

		FISCAL YEAR 2022 - 2023
Change in California Per Capita Personal Income		7.55%
Change in the Population for the City of Lawndale		-1.07%
Change in California Per Capita Personal Income Converted to a Ratio		1.075500
Change in City of Lawndale Population Converted to a Ratio		0.989300
Calculation of Growth Factor (1.075500 x 0.989300)		1.063992
Fiscal Year 2021 - 2022 Limit	$ 37,949,014	
Fiscal Year 2022 - 2023 Limit ($37,949,014 x 1.063992)	$ 40,377,453	

Back to Agenda

CITY OF LAWNDALE

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

March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Director of Finance/City Treasurer

SUBJECT: **Mid-Year Budget Update for Fiscal Year 2023-2024**

BACKGROUND

The Mid-Year report summarizes the status of the City's FY 23-24 budget at the halfway point of the fiscal year. This mid-year report will focus on revenues and expenditures of the General Fund through December 31, 2023. The focus is on the General Fund since spending is at the discretion of the City Council to support the day to day activities of the City.

The Fiscal Year 2023-2024 budget was adopted by City Council on June 5, 2023, Resolution No. CC-2306-025.

STAFF REVIEW

The Mid-Year for Fiscal Year 2023–2024 budget update has been prepared to provide City Council with an overall update of the City's budget with an emphasis on the General Fund as of December 31, 2023. Budget adjustments are being proposed to increase General Fund appropriations as well as ARPA fund appropriations.

Updated FY 23-24 General Fund Budget:

GENERAL FUND YTD SUMMARY			
	Amended Budget	Actual YTD	Actual % to Budget
Total Revenue	$ 19,504,945	$ 9,986,025	51%
Total Expenditures	18,395,845	7,175,234	39%

LEGAL REVIEW

None.

FISCAL IMPACT

If the City Council approves the proposed budget amendments, General Fund expenditures will increase by $351,841 bringing the total expenditure budget to $18,747,686.

The ARPA fund expenditures budget will increase by $329,824, bringing the available balance down to $5,122,150.

RECOMMENDATION

Staff recommends that the City Council approve all recommended budget amendments noted in the Mid-Year Update for FY 2023-2024.

Attachments: Mid-Year Budget Update for FY 2023 - 2024

City of Lawndale
Budget Update
Mid-Year Fiscal Year 2023-24

OVERVIEW

This Mid-Year report summarizes the status of the City's FY 23-24 budget at the halfway point of the fiscal year. The data represents budget activities through December 31, 2023.

GENERAL FUND

The General Fund supports the day-to-day activities of the City, which includes general government, public safety, municipal services, and public works. The General Fund activities are primarily tax-supported.

General Fund Financial Condition: As of December 31, General Fund revenues are at 51% and expenditures are at 39% of the amended budget.

GENERAL FUND YTD SUMMARY			
	Amended Budget	*Actual YTD*	*Actual % to Budget*
Total Revenue	$ 19,504,945	$ 9,986,025	51%
Total Expenditures	18,395,845	7,178,234	39%

Revenue

The General Fund accounts for roughly 50% of the City's total revenue budget. Overall, General Fund revenue as of December 31, is 3.3% higher than the same period last fiscal year. The most significant increases were in Utility Users Tax which increased $186K or 22%, Other Taxes which increased $204K or 43%, and Other Financing Sources which increased $217K or108% as compared to the same period in 2023. These increases were offset by decrease to Sales & Use Tax by $50K or 2.5%, Measure L Sales tax decreased $78K or 4.6%, Other Revenues decreased $95K or 40%, and Community Development Fees decreased $139K or 19% as compared to the same period in 2023. Below are the budgeted and projected revenue for the fiscal year by source.

GENERAL FUND REVENUE BY SOURCE				
Revenue Source	*Amended Budget*	*Actual YTD*	*FY Estimate*	*Anticipated Budget Variance*
Motor Vehicle In-Lieu Tax	$ 4,400,000	$ 2,288,607	$ 4,400,000	$ -
Sales & Use Tax	3,887,341	1,918,484	3,887,341	-
Sales Trans Tax	2,915,506	1,640,566	2,915,506	-
Utility Users Tax	2,000,000	1,044,915	2,000,000	-
Other Taxes	1,976,500	672,251	1,976,500	-
Property Tax	1,743,119	826,789	1,743,119	-
Court & Traffic Fines	770,000	317,614	770,000	-
Other Financing Sources	566,747	417,913	566,747	-
Charges for Services	253,320	71,068	253,320	-
Use of Money & Property	14,412	1,074	14,412	-
Licenses & Permits	45,000	16,841	45,000	-
Other Revenue	90,000	141,345	90,000	-
Community Service Fees	93,000	42,273	93,000	-
Community Development Fees	750,000	586,285	750,000	-
Total General Fund	**$19,504,945**	**$ 9,986,025**	**$19,504,945**	**$ -**

- ***Property Tax:*** Property taxes have remained fairly constant, and the City is on track to meet the budgeted amount.
- ***Sales and Use Taxes:*** Based on current year-to-date revenues and projections provided by HdL our third-party sales tax consultant, we are in line with budgeted revenues for the fiscal year.
- ***Utility Users Tax:*** UUT is a tax imposed on user consumption of utility services, including communication, electric, gas, water, and cable television. Based on actual year-to-date collections, revenue is in line with the budget and the city is on target to meet its budgeted revenues from UUT.
- ***Other Taxes:*** Franchise Fees, Transient Occupancy Tax (TOT) and Business License revenue are the most significant revenue sources included in Other Tax. In this group it is noted that TOT revenues are performing better than expected. Budget was budgeted for the fiscal year at $650K and we have already received at mid-year 65% of that amount or $424K. As a whole we do not anticipate significant variances from Other Taxes.
- ***Court and Traffic Fines:*** Court and Traffic Fines are made up of Parking Fines, DMV Bail and False Alarm fees. For the most part we expect to be in line with the budget.
- ***Other Financing Sources:*** Based on year-to-date revenues we expect an increase from investment returns mainly due to elevated interest rates as the Federal Reserve continues to keep rates high. Also we have been investing in higher yielding securities and will continue to keep a close watch on investments to maximize returns with minimal risk. Of the $566K budget we have already earned $418K or 78%.
- ***Other Revenue:*** Other revenues accounts for all other miscellaneous revenues the City collects. This includes code enforcement tickets, donations, and insurance rebates.

General Fund Revenue Budget Adjustments

Based on year-to-date collections, the General Fund is at 51% of the budgeted amount, therefore no revenue budget amendments are needed.

Expenditures

At mid-year General Fund expenditures overall are on target. We are recommending a total expenditure budget amendment of $232,231 in the General Fund. Below is a chart of expenditures by department as of December 31, 2023. We are at 39% of the General Fund budgeted expenditures. Budget adjustments are proposed and described in detail on the following pages.

City of Lawndale
Budget Update
Mid-Year Fiscal Year 2023-24

GENERAL FUND EXPENDITURES BY DEPARTMENT			
Department	***Amended Budget***	***Actual YTD***	***Actual % to Budget***
City Council	$ 193,411	$ 77,097	40%
City Attorney	660,000	180,224	27%
City Clerk	285,687	126,626	44%
City Manager	608,577	275,699	45%
Administrative Svcs	236,330	76,275	32%
General Operations	1,805,938	1,481,018	82%
Cable Television	211,887	48,333	23%
Information Systems	229,850	106,765	46%
Finance	712,889	304,484	43%
Police Services	7,190,959	2,408,530	33%
Municipal Services	1,362,622	611,987	45%
Public Works Admin.	615,928	58,117	9%
Grounds Maintenance	1,676,614	479,779	29%
Street Maintenance	376,959	176,716	47%
Engineering	107,759	23,186	22%
Community Services	145,800	28,871	20%
Special Events	131,794	35,069	27%
Community Services	753,130	279,277	37%
Community Development	1,089,711	397,181	36%
Total General Fund	**$ 18,395,845**	**$ 7,175,234**	**39%**

General Fund Expenditure Budget Adjustments

Based on year-to-date expenditures, the General fund is expected to expend $18,747,686 by fiscal year-end. This is an increase of $412,894 as compared to the original budgeted amount of $18,334,792. Some of this increase ($61,053) was approved though budget amendments approved during council meetings. For mid-year we are recommending a budget adjustment of $351,841 to the General Fund. We are also recommending to transfer the budget from the PW Administrative Analyst thereby defunding the position of $121,237 and funding the newly created position of Senior Administrative Analyst. This is only a reclass therefore there is no effect.

See the below-detailed list of accounts and proposed budget amendments/reclassifications.

General Fund Expenditure Budget Amendments

Account	Department	Description	Increase/ (Decrease)
100-130-510.200	City Clerk	Reprographics	$ 1,800
100-130-510.650	City Clerk	Mileage Reimbursement	150
100-130-530.100	City Clerk	Contract Services	1,800
100-150-510.800	Admin Services	Recruitment	20,000
100-150-540.200	Admin Services	Special Expenses	3,000
100-160-501.800	General Operations	Sick Leave	178
100-160-525.200	General Operations	Liability Insurance Premi	2,530
100-160-545.400	General Operations	Interest Expense	1,063
100-170-530.100	Cable TV	Contract Services	3,000
100-170-550.400	Cable TV	Other Equipment	15,000
100-190-510.200	Finance	Reprographics	390
100-190-530.100	Finance	Contract Services	(390)
100-210-520.510	Police Services	Equipment Maintenance	3,000
100-300-540.750	Municipal Services	Health, Safety & Pet Fair	2,000
100-300-540.760	Municipal Services	National Night Out	200
100-330-501.400	PW-Street Maintenance	Salaries - OT	1,630
279-410-501.100	Community Development	Salaries - Full Time	30,300
279-410-505.100	Community Development	Flexible Benefits	5,920
279-410-505.200	Community Development	Retirement	2,327
279-410-505.300	Community Development	Medicare Contribution	439
279-410-505.700	Community Development	City-Paid Insurance	134
279-410-530.100	Community Development	Contract Services	100,000
279-410-530.300	Community Development	Legal Services	(20,000)
279-410-530.600	Community Development	Building Safety Services	40,000
100-160-540.300	General Operations	Contingency Reserve	51,000
100-160-505.100	General Operations	Flexible Benefits	86,370
		Total	**$ 351,841**

Budget Amendments by Department

City Clerk – Amendments needed in the City Clerk are for the new contract to maintain the Lawndale Municipal code, mileage reimbursement needed to send staff to training and contract services for the secure storage of the City Clerks records.

Administrative Services – Amendment is needed for the recruitment of a PW Director. City is hiring an outside executive search firm. An additional $3,000 is needed for the employee appreciation event planned later this year.

Cable TV – The increases are for editing software and camera and accessory replacement.

Community Development – Community Development is very busy and short staffed. The budget amendment includes salary and benefits for an Associate Planner. There were also increased needed in contract services for the on-going contract for the General Plan update. This was partially offset by a decrease in legal costs. Finally

due to increased costs from the county for plan checks and inspections an increase in the Building Safety Services budget is needed.

General Operation – Increased salary and benefit costs due to newly negotiated MOU.

ARPA Fund

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan Act (ARPA), delivers $350 billion to state, local, and tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The city of Lawndale was allocated a total of $7,748,138. The city received this in two tranches, the first in July 2021 and the second in July 2022. In order to track these funds the City created a new fund, the American Rescue Plan fund. All revenues and expenditures for this will be tracked within this fund. The City elected the standard allowance back in April 2022, which allows the city to spend the entire $7,748,138 on government services.

March 3, 2021 is when you may begin to incur costs using ARPA and costs must be obligated/appropriated by December 31, 2024 and must be liquidated/spent by December 31, 2026. To date the city has expended $1,573,137 and budgeted an additional $723,027. This leaves a balance of $5,451,974. With this mid-year we are recommending that Council approve an additional $329,824 in ARPA expenditures. These additional funds will be used for an agenda management system, additional city wide private armed security, TSSP street lights, IT Equipment and an ARPA salary bonus as per the new MOU.

See table below for detailed list of accounts and proposed budget amendments.

ARPA Fund Expenditure Budget Amendments

Account	Department	Description	Increase/ (Decrease)
285-130-530.100	City Clerk	Contract Services	$ 12,000
285-300-530.100	Municipal Services	Contract Services	49,000
285-310-530.100	Public Works	Contract Services	95,400
285-160-580.151	ARPA	ARPA Reimbursement	142,500
285-180-550.400	IT Services	Other Equipment	30,924
		Total	$ 329,824

ARPA Budget Amendments

City Clerk – The budget amendment requested is for a new agenda management system. This system will provide City with technology to streamline the City's agenda preparation process by accelerating workflows and approval processes, automating preparation and distribution, and give departments and the public easier access to documents for the City's public meetings.

Municipal Services – Amendment here is needed to have armed security services in the City 7 days a week.

Public Works – Amendment is needed for the Traffic Signal Synchronization Project. LA County is the lead agency, using Metro Funding to make Traffic Signal Synchronization Project (TSSP) improvements on the corridor of Hawthorne Blvd. between Imperial Hwy. and Manhattan Beach Blvd. The intersections of

Hawthorne at Rosecrans, Hawthorne at 147th St., Hawthorne at Marine Ave., and Hawthorne at 154th St. will have physical upgrades to each intersection that will include upgrading equipment such as signal heads, installing Accessible Pedestrian Push Buttons (customizable for visually impaired), LED safety lighting, and advanced loop detectors.

The non-physical benefits include timing synchronization for the entire corridor listed above to provide better flow for motorists by reducing the number of stops at red lights, improve the safety and mobility for motorists and pedestrians, and reduce congestion and greenhouse gases.

Lawndale would provide 20% of the jurisdictional cost, while the remaining 80% cost will be covered by Metro. The City will receive approximately $1 million in upgrades for a cost of $195,400.

ARPA – This is an amendment needed as a result of the new MOU which calls for $3,000 bonus per full time employee and $1,500 per part time employee.
IT Services – There are several items needed, including modems at City Hall and PW to help with emergency backup of internet, routers and switches to have Wifi throughout City Hall and also to have redundancy in case if one service goes down, 10 computers to replace old staff computers, and a server as the current one is over 12 years old and out of warranty. All of these items will help ensure that the City is up to date on IT infrastructure in case of any emergencies or outages.

CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Request to have Mayor sign Certifications and Assurances form as required by the U.S. Department of Justice to receive Edward Byrne Memorial Justice Assistance Grant ("JAG") award.**

BACKGROUND

Recently Staff applied for the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program. The JAG program is a grant sponsored by the U. S. Department of Justice which awards funds to be used for Law Enforcement focused projects. As a condition of the grant the applicant must include a Certifications and Assurances form, signed by the Chief Executive of the Applicant Government.

The U. S. Department of Justice recognizes the Chief Executive to be the Mayor of Lawndale.

STAFF REVIEW

Staff have completed the application process for the JAG program grant but were notified that the Mayor is considered the Chief Executive of local municipalities and therefore the Certifications and Assurances form must have his signature.

A condition of the grant also requires that the Public be made aware of this award.

LEGAL REVIEW

The City Attorney has reviewed this staff report and approves it as to form.

FISCAL REVIEW

Staff anticipates no costs to the City for the fulfillment of this Applicant requirement.

City Council Meeting March 4, 2024
Request to have Mayor sign Certifications and Assurances form as required by the U. S. Department of Justice to receive Edward Byrne Memorial Justice Assistance Grant ("JAG") award.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to sign the Certifications and Assurances form as required by the U.S. Department of Justice.

Attachment: Certifications and Assurances form

ATTACHMENT

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Recommendation to Expand Contract with Southwest Patrol to Implement Seven Day Coverage by Armed Security Guards**

BACKGROUND

In 2023, to assist Sheriff's Deputies with their patrol duties, and to address quality of life issues the City of Lawndale entered a contract with Southwest Patrol to provide an armed security guard to patrol City facilities and address issues involving the homeless and illegal vending. Since patrols from the Armed Security guards began, the City has seen a noticeable reduction in homeless individuals as well as a dramatic reduction in the number of illegal food trucks and vendors.

Due to the success of this program, Staff is seeking to expand the presence of Southwest Patrol to include daytime shifts, seven days a week.

STAFF REVIEW

Since starting with the City in July of 2023, Southwest Patrol has been patrolling City buildings, parks and City streets to provide additional safety and security for the City of Lawndale. Patrols include multiple nightly checks of all City parks, City facilities and public streets, with additional emphasis being placed on addressing any illegal activity from unlicensed vendors and contacting homeless attempting to camp in public areas.

Southwest Patrol has brought a highly visible and very effective security presence to the City of Lawndale and staff recommend expanding the presence of Southwest Patrol to include coverage seven days a week. Due to the success of the armed security program, the City Council agreed to expand the coverage provided by Southwest Patrol. At the October 16, 2023 City Council meeting, the City Council approved additional funding to increase coverage from three nights per week to five nights per week, which proved to be equally successful in diminishing illegal activity from unlicensed vendors, and helped to further minimize the presence of homeless individuals camping on public places.

Staff is recommending that by adding additional daytime patrols, specifically between the hours of 8:00 am until 4:00 pm, this will further discourage homelessness from becoming an issue within Lawndale. Staff is recommending coverage be provided seven days a week during these hours at a cost of $50 per guard per hour. This would result in a cost of $49,000 for the remainder of Fiscal Year 23/24 with an added $146,000 to cover the cost of one armed guard for 8 hours a day, for seven days a week for fiscal year 24/25.

Currently, all homeless outreach is done by MSD staff, with twice daily patrols lasting an hour each. This amounts to roughly eight hours per week for two MSD employees, or twenty percent of those employees work weeks.

Bringing on an additional armed security guard will allow all daytime homeless outreach actions to be re-assigned to the guard and free up City staff to do their regularly assigned duties.

Should the City Council approve Staff recommendation to increase armed security services by Southwest Patrol, this would constitute the second amendment to the original contract with Southwest Patrol. Therefore, staff will provide both amendments to the City Council to be authorized on Consent at a later date.

LEGAL REVIEW

No legal review is necessary, as the contract terms will not be changing. The City Attorney has reviewed this staff report.

FISCAL REVIEW

A budget amendment to account 285-300-530.100 for $49,000 is needed for the remainder of FY 23/24, with an additional $146,000 needed for fiscal year 24/25 to provide 8 hours of coverage, for seven days a week from now through the end of fiscal year 2025. Funding will come from ARPA as these are safety and security services for the City.

RECOMMENDATION

Staff recommends one of the following options:

Option 1) The City Council approve funding to expand the contract with Southwest Patrol for additional security coverage for one year of continuous armed services and approve the budget amendment for $195,000 in account 285-300-530.100.

Option 2) The City Council approve funding to expand the contract with Southwest Patrol for additional security coverage for the remainder of fiscal year 23/24 in the amount of $49,000 and then reassess the effectiveness of the daytime guard at the end of fiscal year 23/24.

Option 3) The City Council provide direction for a different option with recommendations for the number of hours and days they would like to provide armed protection services.

CITY OF LAWNDALE

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

March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Mike Estes, Director of Community Services

SUBJECT: Amendment to California State 2018 Parks Bond Act Per Capita Grant Program

BACKGROUND

In April 2022, the City and California Natural Resources Agency (CNRA) entered in to an agreement to accept $198,387.00 in 2018 Parks Bond Act monies to fund the City's Recreation Facility Security Camera Replacement Project.

STAFF REVIEW

The City's Recreation Facility Security Camera Replacement Project has been completed to the satisfaction of the State. On Wednesday, February 21, 2024 City staff met with the City's State Grant Officer and toured the four locations at which the project has been completed. This satisfies one element of the grant closeout process.

The grant closeout process has a second element, the reimbursement phase, which must be completed in March. City staff is working on this element which requests a reimbursement of $198,387.00 from the State for all project costs paid for by the City.

The two existing agreements with the State, Contract Numbers C9801318 in the amount of $177,952.00 and C9802118 in the amount of $20,435.00 for a total of $198,387.00 are due to expire on June 30, 2024. I have been encouraged by the City's State Grant Officer to get contract amendments is place in case the State's reimbursement process lags slower than usual and beyond the expiration date of the existing agreements, or June 30, 2024.

Although the State has confirmed that three months (April 1 – June 30) has typically been enough time for the State to issue reimbursements, City staff agrees that it is a very good idea to complete contract amendments for both existing agreements in case the State's reimbursement activities run slower than usual. This is the safest approach so the City does not risk being in possession of expired agreements without appropriate reimbursement

LEGAL REVIEW

Although the State contracts are unchangeable, the City Attorney has reviewed the attached California State Amendment to Contract C9801318 and C9802118 as to form.

FISCAL IMPACT

There is no fiscal impact to the City. This action is simply to ensure that the City and State have fully executed contract amendments on file in the case the project reimbursement process runs slower than in the past.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the attached 2018 Parks Bond Act Per Capita Grant Program Agreements C9801318 in the amount of $177,952.00 and C9802118 in the amount of $20,435.00 for a total amount of $198,387.00 between the City of Lawndale and the California Natural Resources Agency; and

2. Authorize the City Manager to sign both agreements.

Attachments:

1. 2018 Parks Bond Act Per Capita Grant Program Amendment to Contract Number C9801318 in the amount of $177,952.00; and

2. 2018 Parks Bond Act Per Capita Grant Program Amendment to Contract Number C9802118 in the amount of $20,435.00

Attachment 1

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

AMENDMENT TO CONTRACT

Contract No. C9801318 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Lawndale

The State and, City of Lawndale in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

- To extend the project performance period to June 30, 2028
- To add Section III, Special Provisions

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Lawndale

By _____

Title: City Manager
Applicant's Authorized Representative as shown in Resolution

Date _____

STATE DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.	PROJECT NO
C9801318	**1**	**0000039846**	**18-19-059; 18-19-060; 18-19-061; 18-19-063**

AMOUNT ENCUMBERED BY THIS DOCUMENT	FUND				
$0	**Drought, Water, Cln Air, Cstl Protc, Outdoor Fund**				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT	ITEM		CHAPTER	STATUTE	FISCAL YEAR
$177,952	**3790-101-6088**		**29**	**18**	**2023/24**
TOTAL AMOUNT ENCUMBERED TO DATE	Reporting Structured	Account/Alt Account	ACTIVITY CODE	PROJECT/WORK PHASE	
$177,952	**37900091**	**5432000-5432000000**	**69801**		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Lawndale (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to

the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State *Grants (Grantee). Grantees include those* who have contracted or will contract to receive State grants funds. *Accordingly*, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30

calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

City of Lawndale
GRANTEE

By:_____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Attachment 2

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

AMENDMENT TO CONTRACT

Contract No. C9802118 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Lawndale

The State and, City of Lawndale in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

- To extend the project performance period to June 30, 2028
- To add Section III, Special Provisions

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Lawndale

By _____

Title: City Manager
Applicant's Authorized Representative as shown in Resolution

Date _____

STATE DEPARTMENT OF PARKS AND RECREATION

By _____

Date _____

CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.	PROJECT NO
C9802118	**1**	**0000039846**	**18-19-058**

AMOUNT ENCUMBERED BY THIS DOCUMENT	FUND				
$0	**Drought, Water, Cln Air, Cstl Protc, Outdoor Fund**				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT	ITEM		CHAPTER	STATUTE	FISCAL YEAR
$20,435	**3790-101-6088**		**23**	**19**	**2023/24**
TOTAL AMOUNT ENCUMBERED TO DATE	Reporting Structured	Account/Alt Account	ACTIVITY CODE	PROJECT/WORK PHASE	
$20,435	**37900091**	**5432000-5432000000**	**69803**		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Lawndale (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $20,435, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-1011-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.

4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.

5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.

6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.

7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to

the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State *Grants (Grantee). Grantees include those* who have contracted or will contract to receive State grants funds. *Accordingly*, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30

calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

City of Lawndale
GRANTEE

By:_____
Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

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CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Public Works & City Engineering Oversight Contract Project Manager
Hrant Manuelian, Finance Director
Grace Huizar, Senior Management Analyst

SUBJECT: **Approve First Amendment to Street Sweeping Services Agreement**

BACKGROUND

The City's street sweeping services have been provided by CleanStreet for the past 22 years. The company has been dependable and has provided satisfactory service to Lawndale. The agreement provides for one day a week street sweeping services for 56 curb miles of residential streets, two days a week services for business district streets, five days a week along Hawthorne Blvd, one day a week services for the alleys, and one day, bi-weekly service for the medians and City parking lots, for a total of 157.4 curb miles per week. The current agreement expires on December 31, 2025.

STAFF REVIEW

On December 18, 2023 the City Council approved the current agreement which excludes the Contractor from being required to provide the disposal services. This change in disposal responsibility was in an effort to cut costs. Staff consulted with Republic Services regarding the option to direct the sweeper to dispose of the street sweeping debris at the local transfer station as city waste which is a no charge service. Republic Services agreed and while staff was waiting for the account to be setup at the transfer station, the agreement was processed for approval. Soon after the agreement was approved, Republic Services informed staff that the waste would have to be picked up at the City Yard in order to qualify for no charge service or CleanStreet would need to setup a customer account at the regular customer rate for direct disposal. Staff assessed the options of disposing of the waste at the City Yard and determined it is not feasible. Furthermore, for CleanStreet to setup an account at regular disposal rates defeats the purpose. For these reasons, staff recommends the First amendment to the agreement to require CleanStreet to provide for the legal disposal of all street sweepings at an annual cost of $39,400 for the two-year term.

In addition, the First Amendment will reflect a Change in Control that occurred in January 2021 from CleanStreet to SCA of CA, LLC.

LEGAL REVIEW

The City Attorney reviewed the staff report and the First Amendment and approved as to form.

FISCAL IMPACT

The street sweeping service is funded via Gas Tax Funds; Street Maintenance – Contract Services. There are sufficient funds in the FY23/24 budget to absorb the annual increase of the disposal cost in the amount of $19,698 for the period of January 1, 2024 through June 30, 2024. For the two-year term, the increase totals $78,800 for a total contract sum of $734,911 for the period of January 1, 2024 through December 31, 2025.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the First Amendment to the street sweeping services agreement to require the Contractor to provide for the legal disposal of all street sweepings at an annual cost of $39,400 for the period of January 1, 2024 through December 31, 2025.

2. Approve the name change to SCA of CA, LLC due to a Change of Control.

Attachment: First Amendment to Contract Services for Street Sweeping Services

ATTACHMENT

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 4th day of March, 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and CleanStreet, a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Street Sweeping Services" (the "Agreement") on or about January 1, 2024, and

WHEREAS, Contractor is requesting the name of their company to be updated, and

WHEREAS, City has determined that disposal services will be provided by the contractor, and

AMENDMENT

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

1. Section 1.0 of the Agreement (Services of Contractor), 1.I (Scope of Services), is amended to require the Contractor to provide for the legal disposal of all street sweepings. The contractor shall provide for the composting and/or recycling or reuse of 100% of the street sweeping materials by weight in accordance with Assembly Bill 939 to reduce and/or minimize solid waste generation from the street sweeping operation. Contractor is responsible for monitoring how the street sweepings will be diverted at selected facilities and for selecting alternative facilities if necessary to ensure full diversion credit. Failure to do so places the Contractor in default, and City has the option, but not obligation, to direct Contractor where to deliver the material.

2. Section 2.0 of the Agreement (Compensation) is amended to increase the maximum contract sum by Seventy-Eight Thousand Eight Hundred dollars ($78,800) to account for street sweeping debris disposal for the City. The maximum contract sum will increase from Six Hundred Fifty-Six Thousand One Hundred Eleven dollars (656,111.00) to Seven Hundred Thirty-Four Thousand Nine Hundred Eleven dollars ($734,911) per year as follows:

   WHEREAS, it is the desire of the City and the Contractor to amend the Agreement to change the company name from CleanStreet, a California Corporation to SCA of CA, LLC, a Delaware Limited Liability Company; and

MISCELLANEOUS PROVISIONS

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

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

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

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

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

CITY:

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
SCA of CA, LLC, a Delaware Limited Liability Company

By: _____
Gerry Kesselring, Chief Operating Officer

By: _____
Erin Quinn, Secretary

Address: 4141 Rockside Road, Suite 100
Cleveland, OH 44131

LA #4816-0428-6948 v1
08235-0001

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CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Public Works & City Engineering Oversight Contract Project Manager
Hrant Manuelian, Director of Finance
Nick Petrevski, Associate Engineer NP

SUBJECT: **Award of Construction Contract for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project**

BACKGROUND

The Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project aims to address the deteriorating condition of the existing parking lots, ensuring the safety and accessibility of these crucial infrastructures for residents and visitors alike. The parking lots within the city have been in service for several years, accommodating the parking needs of residents, businesses, and visitors. However, due to continuous usage, natural wear and tear, and insufficient maintenance, these parking facilities have begun to exhibit signs of deterioration. Cracks, potholes, uneven surfaces, and faded markings are some of the prevalent issues observed across various parking lots, which not only compromise the aesthetics but also pose safety hazards to pedestrians and vehicles.

STAFF REVIEW

To address the aforementioned issues and ensure the long-term functionality of the parking lots, the proposed rehabilitation plan encompasses the following key components: Surface repairs using slurry seal and grind and overlay methods, parking lot striping, replacement of curb, gutter, sidewalk and curb ramp.

The list of parking lots for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project is as follows:

Civic Center Parking Lot
Sheriff Station Parking Lot
Jane Addams Park Parking Lot
Rogers-Anderson Park Parking Lot
William Green Park Parking Lot

A Notice Inviting Bids was advertised on the City Website. Five bids were received and opened on Wednesday, January 31, 2024, by the City Clerk's office in accordance with City's bidding procedures.

All five bids were received with bid bonds, evidence of contract licensing, insurance coverage, and project references for contracts of similar size and scope. Bids received are listed in the table below:

Bidder Name	**Bid Amount**
Onyx Paving Company, Inc.	$ 486,486.00
FS Contractors, Inc.	$ 502,510.00
Access Pacific, Inc.	$ 563,670.00
All American Asphalt	$ 624,000.00
Hardy & Harper, Inc.	$ 645,000.00

Staff determined Onyx Paving Company, Inc. submitted the lowest responsible and responsive bid in the amount of $486,486.00. Staff performed a background check and found that this contractor's license is current and active status. The contractor's references were also contacted and all indicated satisfactory work was performed.

This project is anticipated to be completed in 100 working days from the issuance of the Notice to Proceed.

LEGAL REVIEW

The City's standard construction contract, which is included in the project specifications template, has been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

Total cost of this project including contingencies is estimated to be $559,486.00. Funding for this project will come from the American Rescue Plan Act (ARPA). As such a budget amendment of $559,486 is needed for this project from account number 285-310-700.298 ARPA Parking Lot Rehabilitation. The project cost and funding breakdown are as follows:

Construction Bid Amount	$486,486
Construction Contingency (15%)	$73,000
Total Project Cost Estimate	$559,486

RECOMMENDATION

Staff recommends that the City Council:

1. Award the construction contract to Onyx Paving Company, Inc., in the amount of $486,486.00 for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project; and

2. Approve the construction contingency of $73,000.00 for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project; and
3. Approve the budget amendment for $559,486 in account 285-310-700.298.

ATTACHMENTS

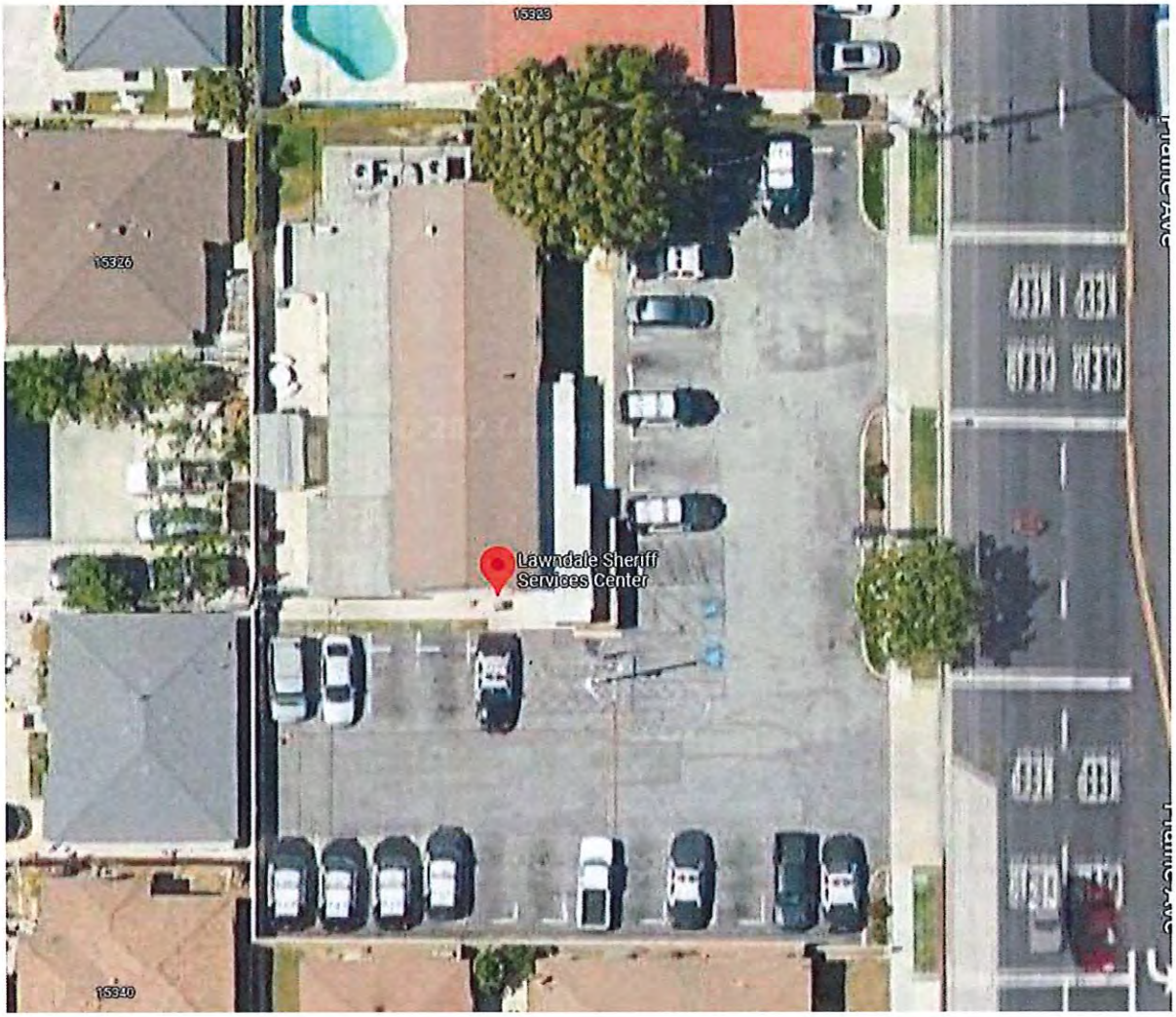
1. Construction Agreement
2. Project Location Maps

Civic Center Parking Lot



Parking Spaces= 23
ADA Spaces= 2
ADA Van spaces=1
2" Grind and Overlay= ~8,550 SF
Remove and replace speed humps
Crack Seal
Slurry Seal= ~2800 SF
Stripe as existing

Sheriff Station Parking Lot



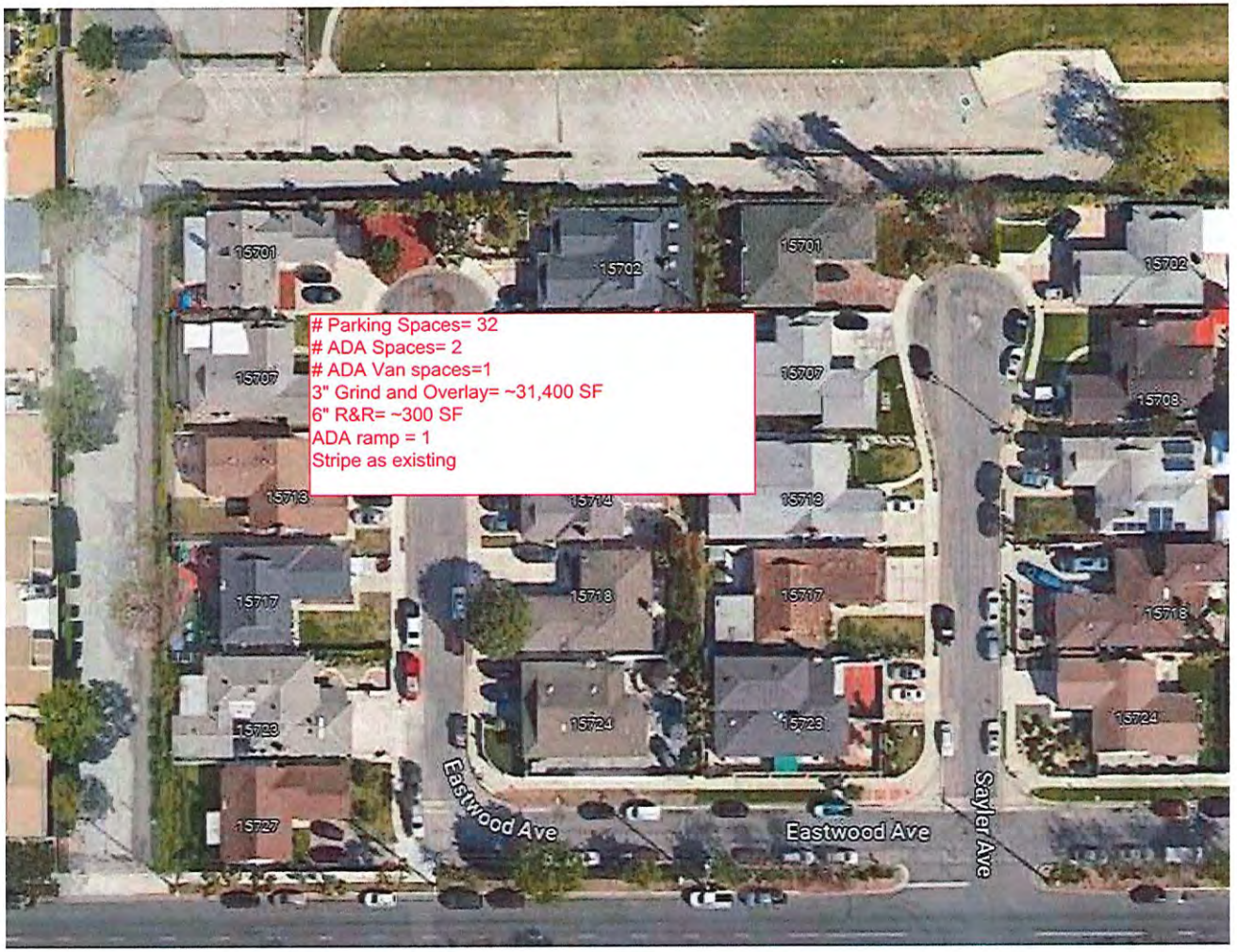
Parking Spaces= 26
ADA Van spaces=1
Crack Seal
Slurry Seal= ~10,700 SF
R&R = ~150 SF
Stripe per striping plan

Jane Addams Park Parking Lot



Parking Spaces= 37
ADA Spaces= 2
ADA Van spaces=1
3" Grind and Overlay= ~13,100 SF
R&R = ~400 SF
Curb and Gutter= 260 LF
Sidewalk= 1350 SF
Remove Tree= 2
Stripe as existing

Rogers-Anderson Park Parking Lot



William Green Park Parking Lot



AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF LAWNDALE, CALIFORNIA,** hereinafter referred to as the **"City,"** and **Onyx Paving Company, Inc.** hereinafter referred to as the **"Contractor,"**

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled **"Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project"** and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and plans.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: City agrees to pay and Contractor agrees to accept in full payment for this Work or Improvement the stipulated sum of **Four Hundred Eighty Six Thousand, Four Hundred Eighty Six and 0/100 Dollars ($486,486.00).**

City agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

ARTICLE IV: All work to be done under this contract shall be completed within **ONE HUNDRED (100) consecutive working days,** exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 10 days and shall include data supporting the request.

ARTICLE V: Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the City, or the City may deduct from any payments due or to become due to Contractor, the sum of $1,000.00 per day.

Execution of this Agreement shall constitute agreement by the City and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

ARTICLE VI: The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VII: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VIII: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Blvd., Lawndale, California 90260, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing wage rate of per diem wages and other notices prescribed by regulation.

ARTICLE IX: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

ARTICLE X: The Contractor hereby agrees that the Contactor and any subcontractor under him submit weekly to the DIR directly and provide copy to City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

ARTICLE XI: Pursuant to Labor Code Section 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations prior to performing any work under this Agreement. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE XII: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City,

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

ARTICLE XIII: Contractor's services are being provided to the City as that of an independent contractor. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by the Contractor as employees. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor to the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgements, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any persons Contractor used to provide services under this Agreement are employees of the City.

ARTICLE XIV: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XV: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XVI: It is to be made known that the improvement contemplated in the performance of this contract may require by the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XVII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

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

Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE XX: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

CITY: CITY OF LAWNDALE, CALIFORNIA

Dated _____, 20__

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Dated _____, 20__

CONTRACTOR: Onyx Paving Company Inc

By: _____
Corey Kirschner

_____
CHIEF EXECUTIVE OFFICER

By: _____
Corey Kirschner

_____
SECRETARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On February 22, 2024 before me, Carly Bredal, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CARLY BREDAL
Notary Public - California
Orange County
Commission # 2442539
My Comm. Expires Mar 28, 2027

Signature Carly Bredal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Back to Agenda

CITY OF LAWNDALE

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Nick Petrevski, Associate Engineer NP
Hrant Manuelian, Director of Finance

SUBJECT: **Award One-Year On-Call Civil Engineering Services Contract**

BACKGROUND

The City has various engineering needs that require the expertise services of a specific type of civil engineer to review and provide recommendations. It was decided that an on-call civil engineering services list would provide the most efficient way to address these needs as they come. When needed, five quotes will be obtained from the on-call list, and the best price will be negotiated so each qualified firm has a chance to work on city civil engineering requests.

Civil engineering encompasses a broad range of disciplines crucial for planning, design, construction, and maintenance of public infrastructure. The dynamic nature of infrastructure projects and the occasional occurrence of emergencies requires a flexible approach to access engineering expertise. On-Call Civil Engineering Services offers a solution by providing quick access to qualified professionals on an as-needed basis, and enables rapid responses to urgent infrastructure needs, such as road repairs, drainage issues, or emergency structural assessments, minimizing downtime and mitigating potential risks to public safety.

STAFF REVIEW

On December 15, 2023 staff issued a Request for Qualifications (RFQ) and received fourteen responses. Vendor selection was based on many factors including the ability of the firm to carry out and manage the proposed project, capabilities of the consultant team members, and willingness to comply with the proposed agreement terms. Based on proposal review conducted by three staff members in the Public Works Department, staff recommends Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan for the one-year On-Call Civil Engineering Services contracts.

LEGAL REVIEW

The contract was approved as to form by the City Attorney.

FISCAL IMPACT

There is no fiscal impact as there are sufficient funds budgeted for this item.

RECOMMENDATION

Staff recommends that the City Council award an On-Call Civil Engineering Services agreement to Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan for a term of one-year, with an option to extend up to four one-year extensions.

ATTACHMENT

1. Contract Services Agreement and Billing Rates for Transtech Engineers, Inc.
2. Contract Services Agreement and Billing Rates for SA Associates.
3. Contract Services Agreement and Billing Rates for Onward Engineering.
4. Contract Services Agreement and Billing Rates for LAE Associates, Inc.
5. Contract Services Agreement and Billing Rates for Willdan.

Attachment 1

Attachment 1

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Transtech Engineers, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

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

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for

the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Transtech Engineers, Inc.
a [California corporation]

By: _____
Name: Allen Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary

Address: 13367 Benson Ave.
Chino, CA 91710

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Civil Engineering services. The following services are specifically requested:

1. **Preliminary investigation for various CIP projects**
2. **Civil design for repair and replacement of City infrastructure**
3. **Construction management and/or inspection services for construction of various CIP projects**
4. **Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
5. **Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

Attachment 1

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

5. Fee Proposal

The RFQ states that the selected firm will be expected to maintain the proposed billing rates throughout the first fiscal year of the contract from 2024 through 2025. For Fiscal Years 2025 to 2029 the City will consider renegotiation of the billing rates prior to the start of each fiscal year.
Based on the RFQ requirement, we have projected our fee rates until June 1, 2025. Following is Transtech's Hourly Rates for all staff classifications:

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective: July 1, 2023 - June 30, 2025
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING	
Field Technician	$89 - $99
Engineering Technician	$99 - $110
Assistant CAD Drafter	$110 - $126
Senior CAD Drafter	$126 - $142
Associate Designer	$142 - $159
Senior Designer	$158 - $173
Design Project Manager	$200 - $210
Assistant Engineer	$121 - $131
Associate / Staff Engineer	$152 - $168
Senior Civil Engineer	$210 - $231
Traffic Analyst Technician	$105 - $116
Associate Traffic Analyst	$158 - $168
Senior Traffic Analyst	$168 - $179
Professional Transportation Planner	$179 - $194
Traffic Engineer Technician	$99 - $110
Associate/Staff Traffic Engineer	$152 - $169
Traffic Engineer	$179 - $194
Senior Traffic Engineer	$194 - $215
Project Manager	$194 - $215
Senior Project Manager	$215 - $231
Deputy City Engineer	$179 - $200
City Engineer	$200 - $215
Principal Engineer	$215 - $236
BUILDING & SAFETY	
Permit Technician	$79 - $89
Plan Check Technician/Analyst/Supervisor	$131 - $147
Building Inspector	$121 - $137
Senior Inspector	$131 - $147
Plans Examiner/Checker	$147 - $163
Plan Check Engineer	$158 - $179
Deputy Building Official	$168 - $179
Building Official	$173 - $189

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	$152 - $163
Funds Coordinator	$158 - $168
Office Engineer	$152 - $163
Construction Inspector	$147 - $158
Senior Construction Inspector	$158 - $168
Construction Manager	$179 - $194
Resident Engineer	$194 - $210
PUBLIC WORKS INSPECTION	
Public Works Inspector	$147 - $158
Senior Public Works Inspector	$158 - $168
Supervising PW Inspector	$168 - $179
SURVEY AND MAPPING	
Survey Analyst	$158 - $163
Senior Survey Analyst	$163 - $168
2-Man Survey Crew	$362 - $378
Survey & Mapping Specialist	$194 - $210
Licensed Land Surveyor	$221 - $231
FUNDING & GRANT WRITING	
Funds Analyst	$152 - $168
Senior Funds Analyst	$158 - $168
Grant Writer	$173 - $179
Funds & Grant Project Manager	$194 - $205
PLANNING	
Community Development Technician	$84 - $95
Planning Technician	$95 - $105
Assistant Planner	$105 - $126
Associate Planner	$126 - $147
Senior Planner	$152 - $173
Planning Manager	$179 - $200
ADMINISTRATIVE STAFF	
Administrative/Clerical	$74 - $84
Project Accountant	$84 - $95

The above fees are increased each year July 1st automatically by the percentage change Los Angeles Long Beach Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistics.



Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Attachment 2

Attachment 1

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and SA Associates ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

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

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for

the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
SA Associates
a [California corporation]

By: Shahnawaz Ahmad
Name: Shahnawaz Ahmad
Title: President

By: Shahnawaz Ahmad
Name: Shahnawaz Ahmad
Title: Secretary

Address: 1130 W. Huntington Dr., Unit 12
Arcadia, CA 91007

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Civil Engineering services. The following services are specifically requested:

1. **Preliminary investigation for various CIP projects**
2. **Civil design for repair and replacement of City infrastructure**
3. **Construction management and/or inspection services for construction of various CIP projects**
4. **Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
5. **Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

SECTION V: FEE PROPOSAL

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	$240.00
Engineer	$210.00
Quality Assurance/Quality Control	$225.00
AutoCAD Designer/Technician	$108.00
Construction Inspector	$125.00 - 155.00
Secretary	$102.00
Surveyor (2-person crew)	$270.00

Reimbursable In-House Costs

Photocopies	$0.15/each
Blueprints (24 x 36 drawings)	$3.00 each

Other Reimbursables

Services performed by subcontractor will be billed at	cost + 15%
Reproduction/special photography, and printing will be billed at	cost + 15%

NOTE: All rates listed above are effective to June 30, 2025

Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Attachment 1

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Onward Engineering ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

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

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for

the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Onward Engineering
a [California corporation]

By: Majdi Ataya
Name: Majdi Ataya
Title: President

By: _____
Name: Muhammad Ataya
Title: Secretary

Address: 300 S. Harbor Blvd. STE 814
Anaheim, CA 92805

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Civil Engineering services. The following services are specifically requested:

1. **Preliminary investigation for various CIP projects**
2. **Civil design for repair and replacement of City infrastructure**
3. **Construction management and/or inspection services for construction of various CIP projects**
4. **Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
5. **Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

Attachment 1

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

Attachment 1

EXHIBIT "C"

SCHEDULE OF COMPENSATION

5 FEE PROPOSAL



300 S. Harbor Blvd.
Suite 814
Anaheim, CA 92805
p (714) 533-2691

HOURLY RATES

DESIGN ENGINEERING	
role	*cost (hourly)*
QA/QC Manager	$200.00
Project Manager	$180.00
Project Engineer	$140.00
Traffic Engineer	$200.00

CONSTRUCTION MANAGEMENT & INSPECTION	
role	*cost (hourly)*
Construction Manager	$180.00
Construction Inspector*	$140.00 (*OT $170.00 / DT $195.00*)
Public Outreach	$95.00

ADMINISTRATION & MISCELLANEOUS	
role	*cost (hourly)*
Administration	$95.00

OE pays all Construction Inspectors prevailing wage rates in compliance with the requirements set forth by the Department of Industrial Relations (DIR) State prevailing wages under Labor Code § 1720 et seq. Labor Code §§ 1775 and 1777.7 along with the Davis-Bacon and Related Acts (DBRA) under the standards of the Community Development Block Grant (CDBG) funding as administered by the U.S. Housing and Urban Development (HUD) Department.

Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Attachment 3

Attachment 4

Attachment 1

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and LAE Associates, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

Attachment 1

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
LAE Associates, Inc.
a [California corporation]

By: _____
Name: Fred Alamolhoda
Title: President

By: _____
Name: Kevin Alamolhoda
Title: Secretary

Address: 650 N. Rose Dr. #182
Placentia, CA 92870

Attachment 1

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

Attachment 1

EXHIBIT "C"

SCHEDULE OF COMPENSATION

LAE Associates

Fee Schedule

LAE's fee to perform the requested On-Call Civil Engineering Services for City of Lawndale (City) will be in accordance with the hourly rates shown below. Team members will adhere to the needs of the City to complete the requested tasks.

Role	Hourly Rate
Principal-In-Charge	$225
Senior Civil Engineer (P.E.)	$185
Senior Project/Construction Manager (P.E.)	$185
Senior Project/Construction Manager	$180
Project/Construction Manager (P.E.)	$170
Senior Construction Observer (Prevailing Wages) *	$155
Senior Analyst	$135
Junior Engineering Aide	$75
Administrative Assistant	$75
Actual Mileage (will be adjusted per IRS guidelines)	$0.67/Mile
Other Direct Cost (printing, travel, etc.)	Actual

January 1, 2024, through June 30, 2027

with a three percent (3%) escalation clause to be approved by City.

*Will be adjusted per Department of Industrial Relations (DIR's) future periodic increases.

Attachment 5

Attachment 1

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Willdan ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

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

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for

the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

Attachment 1

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Willdan
a [California corporation]

By: _____
Name: Vanessa Munoz
Title: President

By: _____
Name: Kate Nguyen
Title: Secretary

Address: 2401 E. Katella Ave. STE 300
Anaheim, CA 92806

Attachment 1

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Civil Engineering services. The following services are specifically requested:

1. **Preliminary investigation for various CIP projects**
2. **Civil design for repair and replacement of City infrastructure**
3. **Construction management and/or inspection services for construction of various CIP projects**
4. **Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
5. **Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

Attachment 1

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

Attachment 1

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City of Lawndale



WILLDAN

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

Technical Aide I	$77
Technical Aide II	$100
Technical Aide III	$120
CAD Operator I	$126
CAD Operator II	$146
CAD Operator III	$162
GIS Analyst I	$164
GIS Analyst II	$180
GIS Analyst III	$191
Environmental Analyst I	$140
Environmental Analyst II	$157
Environmental Analyst III	$166
Environmental Specialist	$140
Designer I	$168
Designer II	$174
Senior Designer I	$184
Senior Designer II	$193
Design Manager	$191
Senior Design Manager	$198
Project Manager I	$177
Project Manager II	$197
Project Manager III	$207
Project Manager IV	$223
Principal Project Manager	$227
Program Manager I	$197
Program Manager II	$209
Program Manager II	$228
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Assistant Engineer IV	$170
Associate Engineer I	$179
Associate Engineer II	$186
Associate Engineer III	$190
Senior Engineer I	$194
Senior Engineer II	$195
Senior Engineer III	$201
Senior Engineer IV	$204
Supervising Engineer	$209
Traffic Engineer I	$209
Traffic Engineer II	$223
City Engineer I	$223
City Engineer II	$227
Deputy Director	$231
Director	$237

Assistant Code Enforcement Officer	$103
Code Enforcement Officer	$118
Senior Code Enforcement Officer	$139
Supervisor Code Enforcement	$169
Plans Examiner Aide	$110
Plans Examiner	$168
Senior Plans Examiner	$181
Assistant Construction Permit Specialist	$118
Construction Permit Specialist	$124
Senior Construction Permit Specialist	$146
Supervising Construction Permit Specialist	$154
Assistant Building Inspector	$139
Building Inspector	$154
Senior Building Inspector	$168
Supervising Building Inspector	$184
Inspector of Record	$190
Deputy Building Official	$196
Building Official	$158
Plan Check Engineer	$192
Supervising Plan Check Engineer	$194
Principal Project Manager	$227
Deputy Director	$231
Director	$237

CDBG Technician	$82
CDBG Specialists	$93
CDBG Analyst	$116
CDBG Coordinator	$144
CDBG Manager	$174
Housing Program Coordinator	$144
Planning Technician	$123
Assistant Planner	$154
Associate Planner	$169
Senior Planner	$191
Principal Planner	$198
Planning Manager	$211
Deputy Director	$231
Director	$237

Administrative Assistant I	$93
Administrative Assistant II	$114
Administrative Assistant III	$133
Project Accountant I	$107
Project Accountant II	$125
Project Controller I	$133
Project Controller II	$150

Labor Compliance Specialist	$139
Labor Compliance Manager	$174
Utility Coordinator	$107
Office Engineer I	$140
Office Engineer II	$159
Assistant Construction Manager	$152
Construction Manager	$176
Senior Construction Manager	$191
Resident Engineer I	$193
Resident Engineer II	$205
Project Manager IV	$223
Deputy Director	$231
Director	$237

Public Works Observer **	$135
Public Works Observer ***	$151
Senior Public Works Observer**	$136
Senior Public Works Observer ***	$153

Survey Analyst I	$143
Survey Analyst II	$164
Senior Survey Analyst	$187
Supervisor - Survey & Mapping	$197
Principal Project Manager	$227

Assistant Landscape Architect	$146
Associate Landscape Architect	$168
Senior Landscape Architect	$184
Principal Landscape Architect	$195
Principal Project Manager	$227

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current IRS mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year by the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.



Qualifications for On-Call Civil Engineering Services 28

Willdan

Attachment 1



WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Prevailing Wage

Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

[illegible]	
Soil Technician (Prevailing Wages)**	$145
Sr. Soil Technician (Prevailing Wages)**	$145
Geologist II	$185
Supervising Geologist	$209
CAD Operator II	$145
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Senior Engineer I	$184
Senior Engineer II	$190
Senior Engineer III	$201
Supervising - Lab Inspector	$137
Field Operations Manager	$147
Supervising Engineer	$200
Principal Project Manager	$227
Principal Engineer	$267
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Special Inspection (Prevailing Wages)**	$151
Supervisor	$165

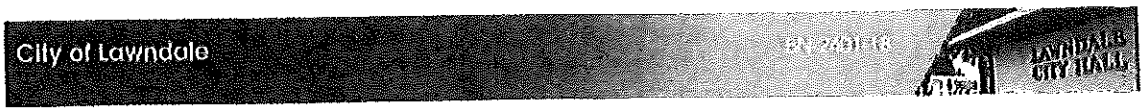
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Administrative Assistant I	$95
Administrative Assistant II	$114
Administrative Assistant III	$133
[illegible]	
Principal Engineer/Geologist	$420

**For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current IRS mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.



WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Non-Prevailing Wage Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

Soil Technician (Non-Prevailing Wages)**	$95
Sr. Soil Technician (Non-Prevailing Wages)**	$116
Geologist II	$185
Supervising Geologist	$209
CAD Operator II	$146
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Senior Engineer I	$184
Senior Engineer II	$188
Senior Engineer III	$201
Supervising Field Inspector	$137
Field Operations Manager	$147
Supervising Engineer	$209
Principal Project Manager	$227
Principal Engineer	$257
Special Inspection (Non-Prevailing Wages)**	$93
Supervisor	$165

Administrative Assistant I	$95
Administrative Assistant II	$114
Administrative Assistant III	$133
Principal Engineer/Geologist	$420

**For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FHWA mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

Attachment 1

WILLDAN GEOTECHNICAL / MATERIALS TESTING

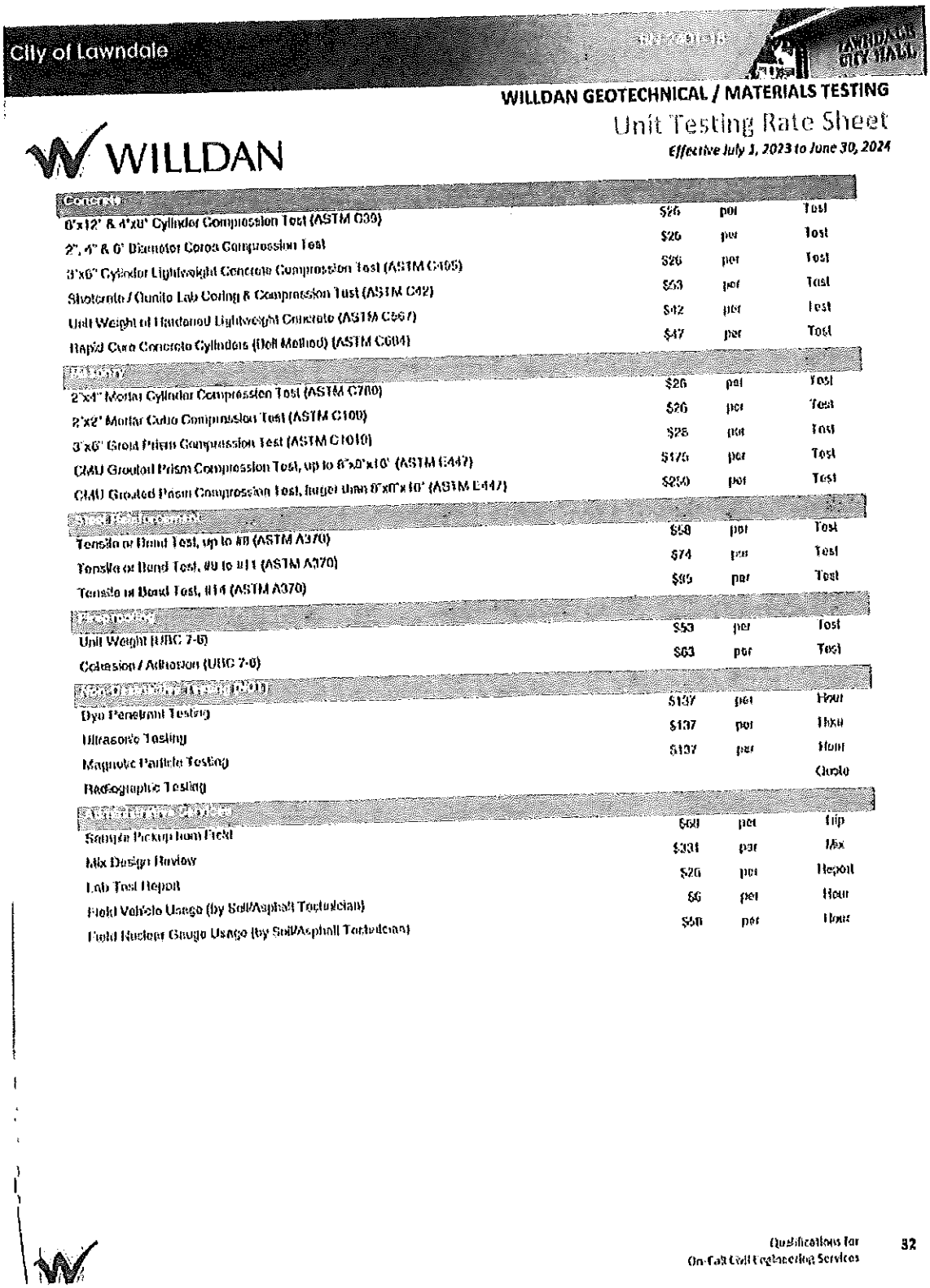
Unit Testing Rate Sheet

Effective July 1, 2023 to June 30, 2024

WILLDAN

Compaction and Index Properties			
In-situ Moisture and Density (ASTM D2937)	$32	per	Test
Grain Size Analysis – Sieve Only (ASTM D6913)	$131	per	Test
Grain Size Analysis – Sieve & Hydrometer (ASTM D6913 & D7928)	$230	per	Test
Percent Passive #200 Sieve (ASTM D1140)	$93	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	$210	per	Test
Atterberg Limits – One Point (ASTM D4318)	$100	per	Test
Specific Gravity (ASTM D854)	$110	per	Test
Sand Equivalent (ASTM D2419)	$100	per	Test
Compaction and Bearing Properties			
Modified Proctor Compaction – Method A or B (ASTM D1557)	$220	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	$250	per	Test
Compaction (CTM 216)	$225	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	$550	per	Test
R-Value	$300	per	Test
Shear Strength			
Torvane / Pocket Penetrometer	$22	per	Test
Direct Shear, Consolidated Drained – per Point (ASTM D3080)	$105	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	$200	per	Test
Unconfined Compression (ASTM D2166)	$162	per	Test
Unconsolidated-Undrained (UU)	$230	per	Test
Consolidation and Swell Tests			
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	$200	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	$37	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	$68	per	Test
Collapse Test – Single Point	$100	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	$80	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	$80	per	Test
Remolded Sample per Specimen	$68	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	$150	per	Test
Permeability Tests			
Constant Head (ASTM D2434)	$269	per	Test
Falling Head Flexible Wall (ASTM D5084)	$325	per	Test
Rimid Permeability (EPA 9100)	$303	per	Test
Chemical Tests			
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	$200	per	Test
Organic Contents (ASTM D2974)	690	per	Test
Asphalt Tests			
Extraction / Asphalt (CTM 382)	$221	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	$303	per	Test
Wash Gradation (CTM 202)	$126	per	Test

Attachment 1



City of Lawndale

WILLDAN GEOTECHNICAL / MATERIALS TESTING

WILLDAN

Unit Testing Rate Sheet

Effective July 1, 2023 to June 30, 2024

Concrete			
6"x12" & 4"x8" Cylinder Compression Test (ASTM C39)	$26	per	Test
2", 4" & 6" Diameter Corce Compression Test	$26	per	Test
3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	$26	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42)	$53	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	$42	per	Test
Rapid Cure Concrete Cylinders (Bell Method) (ASTM C684)	$47	per	Test
Masonry			
2"x4" Mortar Cylinder Compression Test (ASTM C780)	$26	per	Test
2"x2" Mortar Cube Compression Test (ASTM C109)	$26	per	Test
3"x6" Grout Prism Compression Test (ASTM C1019)	$26	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447)	$175	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	$250	per	Test
Steel / Welding			
Tensile or Bend Test, up to #8 (ASTM A370)	$58	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	$74	per	Test
Tensile or Bend Test, #14 (ASTM A370)	$95	per	Test
Soils / Asphalt			
Unit Weight (UBC 7-6)	$53	per	Test
Cohesion / Adhesion (UBC 7-6)	$63	per	Test
Non-Destructive Testing (NDT)			
Dye Penetrant Testing	$137	per	Hour
Ultrasonic Testing	$137	per	Hour
Magnetic Particle Testing	$137	per	Hour
Radiographic Testing			Quote
Miscellaneous Charges			
Sample Pickup from Field	$60	per	Trip
Mix Design Review	$331	per	Mix
Lab Test Report	$26	per	Report
Field Vehicle Usage (by Soil/Asphalt Technician)	$6	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	$6	per	Hour

Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Back to Agenda

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

DATE: March 4, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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