



CITY OF LAWDALE

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

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, October 15, 2018 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

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

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

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

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

The consent calendar, agenda items 1 through 6, will be considered and acted upon under one motion unless a councilmember removes individual items for further council consideration or explanation.

1. **Concrete Repairs Project – Authorization to Bid.** (Recommendation: that the City Council approve the project scope of work and authorize staff to advertise the project to solicit bids.)
2. **Los Angeles Homeless Services Authority - Waiver of Security Deposit Fees.** (Recommendation: that the City Council waive the \$250.00 security deposit fee for the Los Angeles Homeless Services Authority for permitted uses of the Community Center Meeting Room on the permitted use dates of January 23, 2019 and January 22, 2020.)
3. **First Amendment to Staff Augmentation Services – Interim Assistant Engineer.** (Recommendation: that the City Council approve the First Amendment with Farhadi and Associates, Inc. for interim assistant engineering services in a not-to-exceed amount of \$87,360 for the period of October 24, 2018 through April 23, 2019.)

4. **Updating the Designated Election Official for the November 6, 2018 General Municipal Election.** (Recommendation: that the City Council adopt Resolution No. CC-1810-041.)
5. **Accounts Payable Register.** (Recommendation: that the City Council adopts Resolution No. CC-1810-040, authorizing the payment of certain claims and demands in the amount of \$564,252.00.)
6. **Minutes of the Lawndale City Council Regular Meeting – October 1, 2018.** (Recommendation: that council approve.)

G. ADMINISTRATION

7. **Burin House Demolition – Reject All Bids Update.** (Recommendation: that the City Council: (1) authorize staff to reject all bids and re-advertise the project with revised estimate, (2) appropriate \$50,572 from bond proceeds to the Burin House Project, (3) reduce appropriation of \$50,572 from street improvement project (bond funds); and (4) appropriate \$50,572 from Measure M fund for street improvements.)
8. **Tentative Agreement between the City and American Federation of the State, County and Municipal Employees (AFSCME).** (Recommendation: that the City Council adopt Resolution No. CC-1810-042, approving the tentative agreement between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36.)
9. **City-Wide Salary/Pay Schedule.** (Recommendation: that the City Council approve and adopt Resolution No. CC-1810-043, updating the City of Lawndale City-wide Salary/Pay Schedule for all approved positions.)
10. **Flexible Benefit Plan Document.** (Recommendation: that the City Council adopt Resolution No. CC-1810-044, approving and updating the City's Flexible Benefits/Cafeteria Plan Document and Summary Plan Description and authorize the City Manager, or designee, to automatically update the Plan as necessary, in compliance with Internal Revenue Code Section 125.)

H. CITY MANAGER'S REPORT

I. ITEMS FROM COUNCILMEMBERS

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

J. CLOSED SESSION

12. **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 unrepresented employees, the central management team.
13. **Conference with Labor Negotiator.** The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city attorney and the human resources director, the City's negotiators, regarding labor negotiations with an unrepresented employee, the city manager.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, November 5, 2018 in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

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

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on October 15, 2018 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



CITY OF LAWDALE

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

DATE: October 15, 2018

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager *AS*

PREPARED BY: Jonathan T. Wu, PE, QSD, Interim Public Works Director/City Engineer *JTW*
Ken Louie, Finance Director *KL*
Kevin Moghadasi, E.I.T, Interim Assistant Engineer *KM*

SUBJECT: Approval of Project Specifications and Authorization to Bid Concrete Repairs Project FY 18-19

BACKGROUND

Raised sidewalks and other concrete-related improvements need attention on various local streets. Staff has prepared a set of Project Specifications to formally advertise the project in order to award a contract to perform the repairs.

The work will take place on 162nd, 163rd, 165th, 166th, 168th, 169th, 170th, and 171st Streets between east of Hawthorne Blvd., north of Redondo Beach Blvd, and west of the 405 Freeway and other local streets (see attached project vicinity map). In addition, other areas that need repair have also been included in this project.

STAFF REVIEW

Staff surveyed and created an inventory of damaged sidewalks, lifted sidewalks, driveway approaches, and curbs and gutters that need to be removed and replaced. The compiled list of improvements includes areas reported by the public as well as field observations made by Staff.

The project includes work needed on east of Hawthorne Boulevard between 162nd to 164th Streets and other various local streets throughout the City sidewalks sections that have been lifted more than half of one inch will be saw-cut and replaced. In areas where the sidewalk is lifted less than half of one inch, the uplifted edge will be ground down. Some of the major repairs including but not limited to, repairing damaged sidewalks, curbs & gutters, driveway approaches, grinding existing lifted sidewalk, remove and replace City trees, remove and replace parkway drains, adjust utility boxes, general striping (areas may or may not be contiguous).

The Engineer's estimate for the project is \$212,791.00

The following is the breakdown of estimated costs for Concrete Repairs Project FY 18-19:

| | |
|---|---------------|
| Construction Engineer's Estimate: | \$ 212,791.00 |
| Ten Percent (15%) construction contingency: | \$ 20,000.00 |
| Inspection Services: | \$ 20,000.00 |
| Construction Management: | \$ 31,000.00 |
| Geotechnical Services: | \$ 7,000.00 |
| Total project budget needed: | \$290,791.00 |

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

The funding for this project is included in the current adopted budget and will use Bond funds as following;

\$300,000 Bond Money

\$300,000 Total Proceeds
(\$4,650): Less: Project Costs to Date – Design Services

\$295,350 Balance Remaining for the Project

RECOMMENDATION

STAFF RECOMMENDS THAT the City Council approve the project scope of work and authorize Staff to advertise the project to solicit bids.

Attachment:

- Locations Map
- Sample Contract Agreement
- Engineer's Estimate

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF LAWNSDALE, CALIFORNIA**, hereinafter referred to as the **"City,"** and _____ 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 **"CONCRETE REPAIRS PROJECT, FISCAL YEAR 2018-2019"** 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 drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within thirty **(30) 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 5 days of the occurrence giving rise to the request and shall request a formal decision from the City within 5 days and shall include data supporting the request.

ARTICLE IV: The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges 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.

ARTICLE VII: The Contractor shall supply the City with a Certificate evidencing insurance policies which shall provide coverage for commercial general liability, owned and non-owned automobiles, manufacturer's and contractor's liability, and broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody, or control; owner's and contractor's protective liability, blanket contractual liability, products and completed operations coverage, and coverage for collapse. Additional detail regarding the requirements for sufficient insurance is set forth in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Section 3700 of the Labor Code, which requires every employee to be insured against liability for Worker's Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the work of this contract.

ARTICLE IX: The Contractor hereby agrees that the Contractor and any subcontractor under him shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

Any project that was being monitored by the DIR's Compliance Monitoring Unit/Labor Commissioner as of **June 20, 2014** will continue to be monitored by the Labor Commissioner and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

For all new projects awarded on or after **December 5, 2018**, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

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 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 X: The Contractor hereby agrees to indemnify and defend the City, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the City, its officers, agents, and employees against Claims or Liabilities caused by the sole negligence or willful misconduct or active negligence of the City, its officers, agents, or employees.

ARTICLE XI: 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 XII: 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 XIII:** It is to be made known that the improvement contemplated in the performance of this contract is a federal aid improvement over which the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.~~

ARTICLE XIV: 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 XV: 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 XVI: 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 XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**CITY: CITY OF LAWDALE,
CALIFORNIA**

Dated _____, 20__

By: _____
MAYOR

ATTEST:

Approved as to form:

CITY ATTORNEY

Dated _____, 20__

CITY CLERK

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

Engineer Estimate**City of Lawnedale****Concrete Project FY 18-19****Engineer's Estimate**

| ITEM NO. | DESCRIPTION | Unit | QTY. | U.Price | Amount |
|------------------|--|------|-------|---------------------|-------------|
| 1 | Remove and Reconstruct Integral PCC Curb and Gutter | LF | 722 | \$55.00 | \$39,710.00 |
| 2 | Remove and Replace existing AC pavement | SF | 722 | \$7.50 | \$5,415.00 |
| 3 | Remove and Reconstruct 4"-Thick PCC Pavement Sidewalk | SF | 4,616 | \$10.00 | \$46,160.00 |
| 4 | Remove and Reconstruct 4"-Thick PCC Residential Driveway Approach | SF | 4,065 | \$20.00 | \$81,300.00 |
| 5 | Grind down uplifted Concrete Edge (half inch max) | LF | 323 | \$7.00 | \$2,261.00 |
| 6 | Adjust valve box, water meter or pull box lid and cover grade | EA | 1 | \$500.00 | \$500.00 |
| 7 | Sawcut, Remove Existing & Construct Only Curb | LF | 53 | \$45.00 | \$2,385.00 |
| 8 | Remove Existing City Tree and Replace with new tree | EA | 2 | \$2,500.00 | \$5,000.00 |
| 9 | Remove and Replace existing Parkaway Drain per Greenbook Standard <u>plan 151-2</u> | EA | 2 | \$4,500.00 | \$9,000.00 |
| 10 | Thermo (Yellow) Dash Line Stripping per Caltrans Detail 8, (Detail 1 for yellow dash line) | LF | 640 | \$9.00 | \$5,760.00 |
| 11 | Only Remove Existing Driveway Approach | SF | 90 | \$20.00 | \$1,800.00 |
| 12 | General Striping, red curbs, curb numbers and pavement markings and other items not mentioned in other bid items | LS | 1 | \$3,500.00 | \$3,500.00 |
| 13 | Traffic Control | LS | 1 | \$10,000.00 | \$10,000.00 |
| TOTAL BID | | | | \$212,791.00 | |



CITY OF LAWDALE

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

DATE: October 15, 2018
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, City Manager 
PREPARED BY: Mike Estes, Director of Community Services 
SUBJECT: Los Angeles Homeless Services Authority, Request for Fee Waiver of Security Deposit Fees

BACKGROUND

The Los Angeles Homeless Services Authority (LAHSA) is a 501(c)(3) non-profit organization created by the Los Angeles County Board of Supervisors, Mayor and City Council of the City of Los Angeles in 1993 as an independent joint powers authority. LAHSA's primary role is to coordinate effective utilization of federal and local funding in providing services to homeless people throughout Los Angeles County.

STAFF REVIEW

In January 2016, LAHSA facilitated a homeless count event in conjunction with the City of Lawndale with the goal of compiling statistics that reveal what homelessness looks like in the City and to gauge overall progress in the battle to end homelessness.

In January 2016, 2017 and 2018, the City of Lawndale granted LAHSA a permit to use the Harold E. Hofmann Community Center, second floor Meeting Room, as a staging area to: check in volunteers, provide training and to distribute necessary materials to the volunteers to perform the homeless count in Lawndale. This is not a stand-alone event; numerous other municipalities throughout Los Angeles County are participating in the county-wide homeless count effort as well. In addition, City staff has participated in each count and will be involved in the coming years as well.

LAHSA was granted a waiver of fees in 2016, 2017, and 2018 for the use of the Community Center Meeting Room. As a "government agency operating within the City's boundaries" LAHSA is eligible for a waiver of fees; however, limited to room reservation fees only. Staff can approve waiver of fees requests from eligible entities; however, staff does not have the authority to waive security deposit fees.

In October 2017, the Community Services Department issued a three year use permit along with a waiver of fees to LAHSA for use of the Community Center Meeting Room on the following dates: January 24, 2018, January 23, 2019 and January 22, 2020. In discussions between the City and LAHSA, LAHSA has requested that the City consider granting a waiver of fees for security deposit fees for permitted dates in 2019 and 2020.

The security deposit fee for the room being used by LAHSA is \$250.00 per permitted use. In 2016, 2017 and 2018 LAHSA's use of the Community Center Meeting Room did not result in any damage or misuse.

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff recommends that the City Council waive the \$250.00 security deposit fee for the Los Angeles Homeless Services Authority for permitted uses of the Community Center Meeting Room on the permitted use dates of January 23, 2019 and January 22, 2020.

Attachments: Facility Use Permit and Facility Reservation Applications

Permit Contract

City of Lawndale
 Community Services Dept.
 14700 Burin Avenue
 Lawndale, CA 90260
 Phone: (310) 973-3270
 FAX: (310) 676-9471
 Email: --

Permit #1129, Approved
 Oct 20, 2016 5:01 PM



Diane Shaw
 14717 Burin Ave.
 Lawndale, CA 90260
 Email: dshaw@lawndalecity.org

Customer Type: Internal Use
 Prepared By: Baron Desrosiers

Customer ID: 14330
 Primary: (310) 973-3202

| | | | | | | | | | |
|---------|-------|-----------|---------------|----------|---------|-------|----------------|---------|---------|
| Charges | Taxes | Discounts | Total Charges | Deposits | Deposit | Taxes | Total Payments | Refunds | Balance |
| \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

RESERVATIONS

| Event | Resource | Center | Notes |
|--|--------------|--|-------|
| Homeless Count Operations Center Type: CC: Non-Profit Group Event Attend/Qty: 40 | Meeting Room | Lawndale Community Center 14700 Burin Ave Lawndale, CA 90260 (310) 973-3270 | -- |

| Days Requested | | Event Begins | Duration | Event Ends | |
|--------------------------|--------------|--------------|----------|--------------|----------|
| Day | Date | | | Date | Time |
| Wednesday | Jan 24, 2018 | 6:00 PM | 4 hours | Jan 24, 2018 | 10:00 PM |
| Summary | | | | | Notes |
| Total Number of Dates: 1 | | | | -- | |
| Total Time: 4 hours | | | | | |

RESERVATIONS

| Event | Resource | Center | Notes |
|--|--------------|--|-------|
| Homeless Count Operations Center Type: CC: Non-Profit Group Event Attend/Qty: 40 | Meeting Room | Lawndale Community Center 14700 Burin Ave Lawndale, CA 90260 (310) 973-3270 | -- |

| Days Requested | | Event Begins | Duration | Event Ends | |
|--------------------------|--------------|--------------|----------|--------------|----------|
| Day | Date | | | Date | Time |
| Wednesday | Jan 23, 2019 | 6:00 PM | 4 hours | Jan 23, 2019 | 10:00 PM |
| Summary | | | | | Notes |
| Total Number of Dates: 1 | | | | -- | |
| Total Time: 4 hours | | | | | |

RESERVATIONS

| Event | Resource | Center | Notes |
|-------|--------------|--------|-------|
| | Meeting Room | | -- |

| Homeless Count Operations Center Type: CC: Non-Profit Group Event Attend/Qty: 40 | | | Lawndale Community Center 14700 Burin Ave Lawndale, CA 90260 (310) 973-3270 | | |
|--|--------------|--------------|--|--------------|----------|
| Days Requested | | Event Begins | Duration | Event Ends | |
| Day | Date | | | Date | Time |
| Wednesday | Jan 22, 2020 | 6:00 PM | 4 hours | Jan 22, 2020 | 10:00 PM |
| Summary | | | | | Notes |
| Total Number of Dates: 1 | | | | -- | |
| Total Time: 4 hours | | | | | |

| CUSTOM QUESTIONS | |
|--|------------|
| Question | Answer |
| Will you be charging admission for your event? | No |
| Will you require room setup for your event? | Conference |
| Do you need extra tables and chairs? | No |
| Will you be hanging decorations? | No |
| Will your event include music? | No Music |
| Will you be serving food at your event? | No |

Terms & Conditions: This Agreement, when signed by the applicant and a representative of the City of Lawndale Community Services Department, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all rules and regulations set forth by the City of Lawndale Community Services Department. In addition, it shall be the responsibility of the applicant to pay the required deposit fee at the time of reservation. Balance due must be paid before the scheduled event. Your deposit will be refunded after the event. Damage or other destruction to the facility(s) as a result of your event will forfeit refunding of your deposit. The City of Lawndale Community Services Department agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.



CITY OF LAWDALE
COMMUNITY SERVICES DEPARTMENT

14700 Burin Avenue, Lawndale CA 90260 - (310) 973-3270 - www.lawndalecity.org

FACILITY RESERVATION APPLICATION
INDOOR FACILITIES

APPLICANT INFORMATION (Please print using black or blue ink):

Applicant name: Clementina Verjan
Organization: Los Angeles Homeless Services Authority
Address: 811 Wilshire Boulevard, 6th Floor City: Los Angeles State: CA Zip: 90017
Daytime phone: (213) 683-3338 Alternate phone:
E-mail address: cverjan@lahsa.org
Alternate contact name: Megan Emme Phone: (213) 225-8413

EVENT INFORMATION:

Date requested: 1/29/18, Alternate date: Expected attendance: 40
Entry time (setup can begin): 6:00 pm Exit time (cleanup must be done): 1:00 am
Time guests will arrive: 8:00 pm Time guests will depart: 11:30 pm
Guests must leave the Community Center Main Event Room 45 minutes before the exit time, 30 minutes for all other facilities.
Describe the event: Annual Homeless Count for Lawndale census tract; volunteers will deploy from this facility.

RESERVATION LOCATION: (check only one)

- William Green Park Community Room
Lawndale Community Center
Meeting Room 1
Main Event Room A
Diane Bollinger Gym
Meeting Room 2
Main Event Room B
Community Center Annex
Full Meeting Room
Full Main Event Room

Will there be music? Yes No If yes, what type of music?: Live Disc jockey Recorded

For Main Event Room Reservations

Amenities desired (Full Main Event Room or Main Event Room B only):
Food service (check one):
Will alcohol be served? Yes No

FACILITY USE RULES: The following is a partial list of the City's facility use rules. For complete information, refer to Council Policy No. 78-04.

- Community Center facilities must be reserved for a minimum of three hours, including setup and cleanup time.
The Community Center Main Event Room platform stage may only be used for presentations or performances, no disc jockeys.
If alcohol will be served, security must be provided as required in Council Policy No. 78-04.
If the number of participants exceeds the expected attendance (above), the City can terminate the event immediately under certain circumstances.
Participants who damage the facility or act in a way that might cause harm to others will be required to leave.

I agree to and accept all conditions as stated in Council Policy 78-04, Facilities Use Rules and Regulations.

Signature

Clementina Verjan 8/16/17
Print Name Date

I, Clementina Verjan (FULL NAME), on behalf of
Los Angeles Homeless Services Authority (ORGANIZATION) understand
that my use of the Main Event Room A (hereinafter "City Facility") exposes me
to the risk of personal injury, death or property damage, as well as the risk of injury or damage to
other people or property. I hereby acknowledge that I am voluntarily requesting to use this City
Facility and agree to assume any such risks on behalf of myself and the Organization and any
participants in said use.

I hereby release, discharge and agree not to sue City of Lawndale and its officers, agents,
and/or employees against any claim for any injury, death or damage to or loss of personal property
arising out of, or in connection with, my and the Organization's use of the City Facility from whatever
cause, including the active or passive negligence of City of Lawndale or any other participant in the
use of the City Facility, other than an injury or damage arising out of the sole negligence or willful
misconduct of City, its officers, agents, and/or employees.

In consideration for being permitted to use the City Facility, I hereby agree, for myself, my
heirs and assigns and the Organization that I/the Organization shall indemnify and hold harmless City
of Lawndale, its officers, agents, and/or employees from any and all claims, demands actions or
suits arising out of or in connection with my/the Organization's use of the City Facility.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT
NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. IF THIS APPLICATION IS
BEING SOUGHT ON BEHALF OF AN ORGANIZATION, I AM DULY AUTHORIZED TO
SIGN THIS RELEASE ON BEHALF OF THE ORGANIZATION. I AM AWARE THAT THIS IS
A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Clementina Verjan
Applicant's Printed Name


Applicant's Signature

8/16/17
Dated



CITY OF LAWNDALE
COMMUNITY SERVICES DEPARTMENT
 14700 Burin Avenue, Lawndale CA. 90260 - (310) 973-3270 - www.lawndalecity.org

FACILITY RESERVATION APPLICATION
INDOOR FACILITIES

APPLICANT INFORMATION (Please print using black or blue ink):

Applicant name: Clementina Verjan
 Organization: Los Angeles Homeless Services Authority Not applicable
 Address: 811 Wilshire Boulevard, 6th Floor City: Los Angeles State: CA Zip: 90017
 Daytime phone: (213) 683-3338 Alternate phone: _____
 E-mail address: cverjan@lahsa.org
 Alternate contact name: Megan Emme Phone: (213) 225-8413

EVENT INFORMATION:

Date requested: ~~11/21/16~~ 11/23/17 Alternate date: _____ Expected attendance: 40
 Entry time (setup can begin): 6:00 pm Exit time (cleanup must be done): 1:00 am
 Time guests will arrive: 8:00 pm Time guests will depart: 11:30 pm
Guests must leave the Community Center Main Event Room 45 minutes before the exit time, 30 minutes for all other facilities.
 Describe the event: Annual Homeless Count for Lawndale census tract; volunteers will deploy from this facility.

RESERVATION LOCATION: (check only one)

- William Green Park Community Room Diane Bollinger Gym Community Center Annex
 Lawndale Community Center Meeting Room 1 Meeting Room 2 Full Meeting Room
 Main Event Room A Main Event Room B Full Main Event Room

Will there be music? Yes No If yes, what type of music?: Live Disc jockey Recorded

For Main Event Room Reservations

Amenities desired (Full Main Event Room or Main Event Room B only):

Full kitchen (a professional caterer is required) Partial kitchen Platform stage

Food service (check one):

On-site food preparation Food preparation elsewhere Food will not be served

Will alcohol be served? Yes No (If yes, ABC license is required and additional costs will apply.)

FACILITY USE RULES: The following is a partial list of the City's facility use rules. For complete information, refer to Council Policy No. 78-04.

- Community Center facilities must be reserved for a minimum of three hours, including setup and cleanup time.
- The Community Center Main Event Room platform stage may only be used for presentations or performances, no disc jockeys.
- If alcohol will be served, security must be provided as required in Council Policy No. 78-04.
- If the number of participants exceeds the expected attendance (above), the City can terminate the event immediately under certain circumstances.
- Participants who damage the facility or act in a way that might cause harm to others will be required to leave.

"I agree to and accept all conditions as stated in Council Policy 78-04, Facilities Use Rules and Regulations."

Clementina Verjan
 Signature

Clementina Verjan 8/16/17
 Print Name Date

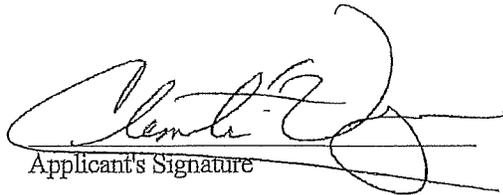
I, Clementina Verjan (FULL NAME), on behalf of Los Angeles Homeless Services Authority (ORGANIZATION) understand that my use of the Main Event Room A (hereinafter "City Facility") exposes me to the risk of personal injury, death or property damage, as well as the risk of injury or damage to other people or property. I hereby acknowledge that I am voluntarily requesting to use this City Facility and agree to assume any such risks on behalf of myself and the Organization and any participants in said use.

I hereby release, discharge and agree not to sue City of Lawndale and its officers, agents, and/or employees against any claim for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and the Organization's use of the City Facility from whatever cause, including the active or passive negligence of City of Lawndale or any other participant in the use of the City Facility, other than an injury or damage arising out of the sole negligence or willful misconduct of City, its officers, agents, and/or employees.

In consideration for being permitted to use the City Facility, I hereby agree, for myself, my heirs and assigns and the Organization that I/the Organization shall indemnify and hold harmless City of Lawndale, its officers, agents, and/or employees from any and all claims, demands actions or suits arising out of or in connection with my/the Organization's use of the City Facility.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. IF THIS APPLICATION IS BEING SOUGHT ON BEHALF OF AN ORGANIZATION, I AM DULY AUTHORIZED TO SIGN THIS RELEASE ON BEHALF OF THE ORGANIZATION. I AM AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Clementina Verjan
Applicant's Printed Name


Applicant's Signature

8/16/17
Dated



CITY OF LAWDALE
COMMUNITY SERVICES DEPARTMENT
 14700 Burin Avenue, Lawndale CA 90260 - (310) 973-3270 - www.lawndalecity.org

FACILITY RESERVATION APPLICATION
INDOOR FACILITIES

APPLICANT INFORMATION (Please print using black or blue ink):

Applicant name: Clementina Verjan
 Organization: Los Angeles Homeless Services Authority Not applicable
 Address: 811 Wilshire Boulevard, 6th Floor City: Los Angeles State: CA Zip: 90017
 Daytime phone: (213) 683-3338 Alternate phone: _____
 E-mail address: cverjan@lahsa.org
 Alternate contact name: Megan Emme Phone: (213) 225-8413

EVENT INFORMATION: ~~1-22-20~~ 1-22-20
 Date requested: ~~1/22/20~~ Alternate date: _____ Expected attendance: 40
 Entry time (setup can begin): 6:00 pm Exit time (cleanup must be done): 1:00 am
 Time guests will arrive: 8:00 pm Time guests will depart: 11:30 pm
Guests must leave the Community Center Main Event Room 45 minutes before the exit time, 30 minutes for all other facilities.
 Describe the event: Annual Homeless Count for Lawndale census tract; volunteers will deploy from this facility.

RESERVATION LOCATION: (check only one)

- William Green Park Community Room Diane Bollinger Gym Community Center Annex
 Lawndale Community Center Meeting Room 1 Meeting Room 2 Full Meeting Room
 Main Event Room A Main Event Room B Full Main Event Room

Will there be music? Yes No If yes, what type of music?: Live Disc jockey Recorded

For Main Event Room Reservations

Amenities desired (Full Main Event Room or Main Event Room B only):
 Full kitchen (*a professional caterer is required*) Partial kitchen Platform stage
 Food service (check one):
 On-site food preparation Food preparation elsewhere Food will not be served
 Will alcohol be served? Yes No (*If yes, ABC license is required and additional costs will apply.*)

FACILITY USE RULES: The following is a partial list of the City's facility use rules. For complete information, refer to Council Policy No. 78-04.

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- The Community Center Main Event Room platform stage may only be used for presentations or performances, no disc jockeys.
- If alcohol will be served, security must be provided as required in Council Policy No. 78-04.
- If the number of participants exceeds the expected attendance (above), the City can terminate the event immediately under certain circumstances.
- Participants who damage the facility or act in a way that might cause harm to others will be required to leave.

"I agree to and accept all conditions as stated in Council Policy 78-04, Facilities Use Rules and Regulations."

Clementina Verjan
 Signature

Clementina Verjan 8/16/17
 Print Name Date

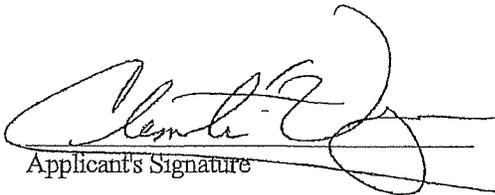
I, Clementina Verjan (FULL NAME), on behalf of Los Angeles Homeless Services Authority (ORGANIZATION) understand that my use of the Main Event Room A (hereinafter "City Facility") exposes me to the risk of personal injury, death or property damage, as well as the risk of injury or damage to other people or property. I hereby acknowledge that I am voluntarily requesting to use this City Facility and agree to assume any such risks on behalf of myself and the Organization and any participants in said use.

I hereby release, discharge and agree not to sue City of Lawndale and its officers, agents, and/or employees against any claim for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and the Organization's use of the City Facility from whatever cause, including the active or passive negligence of City of Lawndale or any other participant in the use of the City Facility, other than an injury or damage arising out of the sole negligence or willful misconduct of City, its officers, agents, and/or employees.

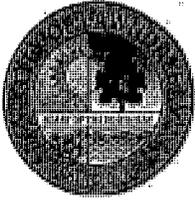
In consideration for being permitted to use the City Facility, I hereby agree, for myself, my heirs and assigns and the Organization that I/the Organization shall indemnify and hold harmless City of Lawndale, its officers, agents, and/or employees from any and all claims, demands actions or suits arising out of or in connection with my/the Organization's use of the City Facility.

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Clementina Verjan
Applicant's Printed Name


Applicant's Signature

8/16/17
Dated



CITY OF LAWDALE

COMMUNITY SERVICES DEPARTMENT

14700 Burin Avenue, Lawndale CA 90260 - (310) 973-3270 - www.lawndalecity.org

APPLICATION FOR FACILITY USE FEE WAIVER (MUST BE SUBMITTED A MINIMUM OF 3 WEEKS IN ADVANCE)

Date Submitted: 8/16/17
 Name of Organization: Los Angeles Homeless Services Authority
 Date(s) of Activity: 1/24/18, ~~1/24/18~~, 1/23/19, 1/29/20
 Location(s) of Activity: ~~8th & Wilshire~~ Lawndale Community Center
 Name: Mary Clementina Herjan Phone: (213) 683-3338
 Signature: [Handwritten Signature]

I AM REQUESTING A FEE WAIVER BASED ON THE FOLLOWING QUALIFICATION (may check more than one):

- Co-sponsor of an event through or with the City of Lawndale
- Non-profit youth organization/club located in the City, primarily benefiting Lawndale residents. (Title IIIc certification required);
- Public or private school related serving students in Lawndale;
- Non-political service organization/philanthropic group primarily benefiting the residents of Lawndale;
- Governmental agency;
- Religious organization sponsoring an event, open to the public and benefiting the residents of Lawndale (Title IIIc certification required.);
- Other _____

❖ INSURANCE REQUIREMENTS, SECURITY DEPOSIT CANNOT BE WAIVED.

FOR OFFICE USE ONLY

APPROVED DECLINED FEES DUE _____
 COMMENTS entity qualifies for a waiver of fees as a
 DEPARTMENT HEAD SIGNATURE [Handwritten Signature] DATE 10-5-17

Governmental Agency operating within City boundaries
(M) 10-5-17

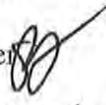


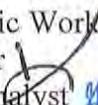
CITY OF LAWDALE

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

DATE: October 15, 2018

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Jonathan Wu, P.E., Interim Public Works Director/City Engineer 
Kenneth Louie, Finance Director 
Grace Huizar, Administrative Analyst 

SUBJECT: Approve First Amendment to Staff Augmentation Services – Interim Assistant Engineer

BACKGROUND

The City's engineering staff augmentation services are currently provided by Farhadi and Associates, Inc. On July 16, 2018, the City Council awarded the current contract for a three month term that expires on October 23, 2018.

STAFF REVIEW

The current engineering services provided by Farhadi and Associations, Inc. is needed to continue completing important Capital Improvement Projects (CIP) and other pending public works projects in a timely manner. Due to the current project demands and staffing level, it is necessary to retain the Interim Assistant Engineer.

For services to continue after October 23rd, the existing contract will need to be extended as the City completes its recruitment to fill the Assistant Engineer position. Farhadi and Associates has expressed interest in extending the current contract term for an additional six months through April 23, 2019 at the current rate of \$84.00 per hour.

LEGAL REVIEW

The City Attorney has reviewed the amendment and approved as to form.

FISCAL IMPACT

Currently, the Interim Assistant Engineer services are being funded using available FY2018-19 salary savings from current vacancies in the department. The Consultant shall serve under the First Amendment from 10/24/2018 – 4/23/2019 (26 weeks) for a not-to-exceed compensation amount of \$87,360.

RECOMMENDATION

Staff recommends that the City Council approve the First Amendment with Farhadi and Associates, Inc. for interim assistant engineering services in a not-to-exceed amount of \$87,360 for the period of October 24, 2018 through April 23, 2019.

Attachments: First Amendment to Staff Augmentation Services - Interim Assistant Engineer Agreement

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR STAFF AUGMENTATION SERVICES – ENGINEERING ASSISTANT**

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR STAFF AUGMENTATION SERVICES – ENGINEERING ASSISTANT (the "First Amendment") is made and entered into this 15th day of October, 2018, by and between the CITY OF LAWNSDALE, a municipal corporation (herein "City") and Farhadi and Associates, Inc., a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Staff Augmentation Services – Engineering Assistant" (the "Agreement") on or about July 16, 2018, and

WHEREAS, it is the desire of the City and the Contractor to amend the Agreement as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement is 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 by Eighty Seven Thousand Three Hundred Sixty Dollars (\$87,360). The maximum contract sum will increase from Forty-Three Thousand Six Hundred Eighty Dollars (\$43,680) to One Hundred Thirty-One Thousand Forty Dollars (\$131,040) to compensate Contractor for the services provided during the extended term.

SECTION 2. Section 3.4 of the Agreement, entitled "Term", is hereby amended to extend the contract term for an additional six months, through April 23, 2019.

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 First Amendment as of the date first written above.

[Signatures on the next page.]

CITY:

By: _____

Robert Pullen-Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONTRACTOR:

Farhadi and Associates, Inc., a California corporation

By: _____

Y. Farhadi

Yadollah Farhadi
President and Secretary

Address: 25 Meadowsweet Way
Irvine, CA 92612
(949) 910-2590



CITY OF LAWDALE

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

DATE: October 15, 2018

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager *SM*

PREPARED BY: Rhonda Hofmann Gorman, City Clerk *RH*
Matthew R. Ceballos, Assistant City Clerk *MC*

SUBJECT: Updating the Designated Elections Official for the November 6, 2018 General Municipal Election

BACKGROUND

On June 18, 2018, the City Council adopted Resolution No. 1806-023 which designated Deputy City Clerk Maria Guerra as the Elections Official in and for the City of Lawndale.

STAFF REVIEW

Due to the recent hire of Matthew Ceballos as the Assistant City Clerk, it is appropriate to remove the designation of Elections Official from Ms. Guerra and designate Mr. Ceballos as the Elections Official.

LEGAL REVIEW

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

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-1810-041.

Attachments: Resolution No. CC-1810-041

RESOLUTION NO. CC-1810-041

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA,
UPDATING THE DESIGNATED ELECTIONS OFFICIAL FOR
THE NOVEMBER 6, 2018 GENERAL MUNICIPAL ELECTION**

WHEREAS, on June 18, 2018 City Council of the City of Lawndale adopted Resolution No. CC--1806-023 calling for the holding of the general municipal election and, pursuant to Lawndale Municipal Code Section 2.16.030, designated the Deputy City Clerk as the City's Elections Official for this election. The City's elections official oversees all proceedings related to the election, and is responsible for all duties, either express or implied, in conjunction with conducting the November 6, 2018 General Municipal Election on behalf of the City; and

WHEREAS, as a new Assistant City Clerk has been hired to fill the position which was vacant at the time of the designation of the Deputy City Clerk, the City Council now desires to designate the Assistant City Clerk as the Elections Official.

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

SECTION 1. That Section 2 of Resolution No. CC-1806-023 is hereby replaced to read as follows: "That pursuant to Lawndale Municipal Code Section 2.16.030, the Assistant City Clerk is hereby designated as the election official in and for the City of Lawndale, in connection with all proceedings related to the election called for herein, who shall be responsible for all duties, either express or implied, in conjunction with conducting the November 6, 2018 general municipal election."

SECTION 2. That, except as specifically stated herein, all of the other findings of Resolution No. CC-1806-023 shall remain in full force and effect.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the City's legislative record.

PASSED, APPROVED AND ADOPTED this 15th day of October, 2018.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1810-041 at a regular meeting of said Council held on the 15th day of October, 2018, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

RESOLUTION NO. CC-1810-040

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$564,252.00**

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

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

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

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

Effective Date: October 15, 2018

Certified by:


Kenneth Louie, Finance Director

PASSED, APPROVED AND ADOPTED this 15th day of October, 2018.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No.

CC-1810-040 at a regular meeting of said Council held on the 15th day of October, 2018, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

Check Register Report

Date: 10/08/2018
Time: 5:06 pm
Page: 1

CITY OF LAWNSDALE

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 | | | | | | | |
| 196205 | 09/27/2018 | Reconciled | | 6636 | FRONTIER COMMUNICATIONS | FAX PHONE CHARGES | 78.80 |
| 196206 | 09/27/2018 | Reconciled | | 0441 | GOLDEN STATE WATER CO. | UTILITIES - WATER | 12,283.31 |
| 196207 | 09/27/2018 | Reconciled | | 0308 | LOS ANGELES COUNTY | PUBLIC SAFETY SVC - JULY 2018 | 439,135.96 |
| 196208 | 09/27/2018 | Reconciled | | 3781 | PARS | ADMINISTRATIVE FEES | 7,200.00 |
| 196209 | 09/27/2018 | Printed | | 7093 | DONNA SILVA | REFUND FEE-RENTAL DEPOSIT | 250.00 |
| 196210 | 09/27/2018 | Reconciled | | 0439 | SOUTHERN CALIFORNIA EDISON CO. | UTILITIES - ELECTRIC | 4,605.86 |
| 196211 | 10/04/2018 | Printed | | 6636 | FRONTIER COMMUNICATIONS | PHONE CHARGES-W GREEN PARK | 167.03 |
| 196212 | 10/04/2018 | Printed | | 6061 | LAUREN GUEVARA | ADVANCE-TRAVEL DAILY ALLOWANCE | 120.00 |
| 196213 | 10/04/2018 | Printed | | 5503 | JA'VONDA JONES | INSTRUCTOR FEE-GYM/COMPETITION | 452.28 |
| 196214 | 10/04/2018 | Printed | | 4332 | MR. CAT PRODUCTIONS | SOUND SYSTEM/STAGE OPERATIONS | 2,855.00 |
| 196215 | 10/04/2018 | Printed | | 6015 | LAYNE NATALE | INSTRUCTOR FEE-SR FITNESS | 585.00 |
| 196216 | 10/04/2018 | Printed | | 0978 | POLITICAL DATA INC. | PROFESSIONAL SERVICES-SEP 2018 | 365.06 |
| 196217 | 10/04/2018 | Printed | | 0439 | SOUTHERN CALIFORNIA EDISON CO. | UTILITIES - SEPT 2018 | 11,693.25 |
| 196218 | 10/04/2018 | Printed | | 7105 | GLORIA FLUCAS | REFUND FEE-DOUBLE BOOKING | 134.00 |
| 196219 | 10/04/2018 | Printed | | 3672-FLEET | U.S. BANK VOYAGER FLEET SYS | VEHICLE FUEL - CSD | 535.19 |
| 196220 | 10/04/2018 | Printed | | 3672-CSD | U.S. BANK | CREDIT ACCOUNT PAYMENT | 818.27 |
| 196221 | 10/15/2018 | Printed | | 1541 | ALESHIRE & WYNDER, LLP | LEGAL SVCS-GENERAL-AUG 2018 | 13,803.01 |
| 196222 | 10/15/2018 | Printed | | 1541A | ALESHIRE & WYNDER, LLP | LEGAL SVC-AGENCY-AUG 18 | 246.00 |
| 196223 | 10/15/2018 | Printed | | 1541C | ALESHIRE & WYNDER, LLP | LEGAL SV-CD ENFORCEMENT-AUG 18 | 12,581.78 |
| 196224 | 10/15/2018 | Printed | | 1541FC | ALESHIRE & WYNDER, LLP | LEGAL SV-FRANCHISE/CABLE-AUG18 | 225.50 |
| 196225 | 10/15/2018 | Printed | | 1541GL | ALESHIRE & WYNDER, LLP | LEGAL SV-GR. LINE METRO-AUG 18 | 307.50 |
| 196226 | 10/15/2018 | Printed | | 1541P | ALESHIRE & WYNDER, LLP | LEGAL SV-PERSONNEL/LABOR-AUG18 | 3,309.50 |
| 196227 | 10/15/2018 | Printed | | 1541PLNG | ALESHIRE & WYNDER, LLP | LEGAL SV-PLANNING-AUG 2018 | 1,722.00 |
| 196228 | 10/15/2018 | Printed | | 1541RF | ALESHIRE & WYNDER, LLP | LEGAL SVC-REFUSE-AUG 2018 | 164.00 |
| 196229 | 10/15/2018 | Printed | | 1541SBM | ALESHIRE & WYNDER, LLP | LEGAL SVC-SO. BAY MALL-AUG 18 | 1,845.00 |
| 196230 | 10/15/2018 | Printed | | 1541SP | ALESHIRE & WYNDER, LLP | LEGAL SV-SPECIAL PROJ-AUG 18 | 2,030.37 |
| 196231 | 10/15/2018 | Printed | | 5245 | MARIA ELENA ALVAREZ | INSTRUCTOR FEE-MEXICAN FOLKLOR | 1,456.00 |
| 196232 | 10/15/2018 | Printed | | 6369 | AM-TEC SECURITY | NX-8 MOTION ALARM-CITY HALL | 65.70 |
| 196233 | 10/15/2018 | Printed | | 7108 | DENISE AMEZCUA | REFUND FEE-RENTAL DEPOSIT | 500.00 |
| 196234 | 10/15/2018 | Printed | | 6922 | SVETLANA AVERBUKH | INSTRUCTOR FEE-ZUMBA GOLD | 585.00 |
| 196235 | 10/15/2018 | Printed | | 7107 | MANUEL LUA CHAVEZ | REFUND FEE-FLATWORK PERMIT | 87.50 |
| 196236 | 10/15/2018 | Printed | | 7109 | VICTOR CHU | REFUND FEE-DUPLICATE BLDG FEE | 135.12 |
| 196237 | 10/15/2018 | Printed | | 0219 | COUNTY OF LA DEPT OF PUBLIC WK | INDUSTRIAL WASTE SVC-AUG 2018 | 4,011.92 |
| 196238 | 10/15/2018 | Printed | | 0219 | COUNTY OF LA DEPT OF PUBLIC WK | CATCH BASIN CLEANOUT-FY 17/18 | 1,571.97 |
| 196239 | 10/15/2018 | Printed | | 0219 | COUNTY OF LA DEPT OF PUBLIC WK | TRAFFIC SIGNAL MAINT-AUG 2018 | 8,694.44 |
| 196240 | 10/15/2018 | Printed | | 6399 | GERMAN CUEVA | REFUND FEE-SPR 18-14 DEPOSIT | 315.86 |
| 196241 | 10/15/2018 | Printed | | 3886 | SIRLEY CUEVAS | PLANNING COMMISSION STIPEND | 100.00 |
| 196242 | 10/15/2018 | Printed | | 5702 | DIV OF THE STATE ARCHITECT | CASP FEE REPORT - 3RD QTR 2018 | 61.20 |
| 196243 | 10/15/2018 | Printed | | 5362 | DUNCAN, JOSHUA | INSTRUCTOR FEE-LITTLE DRAGONS | 1,397.90 |

Check Register Report

Date: 10/08/2018
Time: 5:06 pm
Page: 2

CITY OF LAWDALE

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 | | | | | | | |
| 196244 | 10/15/2018 | Printed | | 6886 | EMPIRE CLEANING SUPPLIES | MAINTENANCE CLEANING SUPPLIES | 1,603.79 |
| 196245 | 10/15/2018 | Printed | | 6684 | FARMER BROTHERS CO. | COFFEE SERVICES - 09/25/2018 | 263.98 |
| 196246 | 10/15/2018 | Printed | | 7052 | AMALEA FISHER | INSTRUCTOR FEE-SR FITNESS | 260.00 |
| 196247 | 10/15/2018 | Printed | | 6665 | ICREATE GRAPHIX | T-SHIRTS-PEE WEE SPORTS 2018 | 130.80 |
| 196248 | 10/15/2018 | Printed | | 7106 | THEWODROS & KASSA | REFUND FEE-RES PROPERTY REPORT | 205.30 |
| 196249 | 10/15/2018 | Printed | | 0211 | L.A. NEWSPAPER GROUP | DB 9-63-LEGAL ADV-09/20/2018 | 94.95 |
| 196250 | 10/15/2018 | Printed | | 0323 | LEGACY TRAVEL & TOURS | BALANCE DUE-SR TRAVEL CLUB | 6,240.00 |
| 196251 | 10/15/2018 | Printed | | 0308 | LOS ANGELES COUNTY | EVENT SECURITY SVC-08/18/18 | 693.03 |
| 196252 | 10/15/2018 | Printed | | 0308 | LOS ANGELES COUNTY | EVENT SECURITY SVC-08/25/18 | 902.59 |
| 196253 | 10/15/2018 | Printed | | 6134 | JOHN MARTINEZ | PLANNING COMMISSION STIPEND | 100.00 |
| 196254 | 10/15/2018 | Printed | | 6428 | MINUTEMAN PRESS OF GARDENA | CITYWIDE ENVELOPE SUPPLY | 1,367.30 |
| 196255 | 10/15/2018 | Printed | | 1050 | UFFE MOLLER | PLANNING COMMISSION STIPEND | 100.00 |
| 196256 | 10/15/2018 | Printed | | 3998A | OVERLAND, PACIFIC & CUTLER LLC | SUB-CONSULTANT SERVICES | 4,098.50 |
| 196257 | 10/15/2018 | Printed | | 7047 | PRECISION AUTO CARE, INC | VEHICLE SMOG CHECK - #501 | 233.00 |
| 196258 | 10/15/2018 | Printed | | 3915 | QUALITY CODE PUBLISHING LLC | LMC WEBSITE MAINTENANCE | 780.00 |
| 196259 | 10/15/2018 | Printed | | 5895 | RICOH USA INC | PERIODIC PAYMENT-OCT 2018 | 2,128.08 |
| 196260 | 10/15/2018 | Printed | | 7110 | KATHERINE SCHRYVER-STAHLY | REFUND FEE-RENTAL DEPOSIT | 250.00 |
| 196261 | 10/15/2018 | Printed | | 6379 | SHI | HP LASERJET PRO PRINTER | 195.92 |
| 196262 | 10/15/2018 | Printed | | 6680 | SCOTT SMITH | PLANNING COMMISSION STIPEND | 50.00 |
| 196263 | 10/15/2018 | Printed | | 3094 | SOUTH BAY CENTER FOR DISPUTE | DISPUTE RESOLUTION SERVICES | 2,061.00 |
| 196264 | 10/15/2018 | Printed | | 6034 | SOUTH COAST MECHANICAL | 1ST QTR BILLING-JUL-SEP 2018 | 5,257.00 |
| 196265 | 10/15/2018 | Printed | | 0462 | TODD PIPE & SUPPLY-HAWTHORNE | PLUMBING SUPPLIES-J ADDAMS PK | 50.57 |
| 196266 | 10/15/2018 | Printed | | 0462 | TODD PIPE & SUPPLY-HAWTHORNE | PLUMBING SUPPLIES-J ADDAMS PK | 3.02 |
| 196267 | 10/15/2018 | Printed | | 4526 | URBAN RESTORATION GROUP | GRAFFITI REMOVAL PRODUCTS | 274.17 |
| 196268 | 10/15/2018 | Printed | | 0480 | VISTA PAINT | LABOR AND SUPPLIES | 412.72 |
| Total Checks: 64 | | | | | | Checks Total (excluding void checks): | 564,252.00 |
| Total Payments: 64 | | | | | | Bank Total (excluding void checks): | 564,252.00 |
| Total Payments: 64 | | | | | | Grand Total (excluding void checks): | 564,252.00 |

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Date: 09/27/2018

Time: 10:27 am

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City of Lawndale

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PONumber | Invoice Date | Invoice Description | Invoice Amount |
|----------------------------|--------------------------------|-------------------------|--------------|----------|--------------|-------------------------------|-------------------|
| 68783 | FRONTIER COMMUNICATIONS | | 09/27/2018 | | 09/19/2018 | FAX PHONE CHARGES | 78.80 |
| | | 09/19/2018-310-371-8877 | | | | | <u>78.80</u> |
| | | | | | | Vendor Total: | 78.80 |
| 68784 | GOLDEN STATE WATER CO. | | 09/27/2018 | | 09/19/2018 | UTILITIES - WATER | 12,283.31 |
| | | SEPT 2018A | | | | | <u>12,283.31</u> |
| | | | | | | Vendor Total: | 12,283.31 |
| 68785 | LOS ANGELES COUNTY | | 09/27/2018 | | 08/09/2018 | PUBLIC SAFETY SVC - JULY 2018 | 439,135.96 |
| | | 190025CY | | | | | <u>439,135.96</u> |
| | | | | | | Vendor Total: | 439,135.96 |
| 68786 | PARS | | 09/27/2018 | | 09/13/2018 | ADMINISTRATIVE FEES | 7,200.00 |
| | | 41095 | | | | | <u>7,200.00</u> |
| | | | | | | Vendor Total: | 7,200.00 |
| 68581 | DONNA SILVA | | 09/04/2018 | | 08/21/2018 | REFUND FEE-RENTAL DEPOSIT | 250.00 |
| | | F/69334 | | | | | <u>250.00</u> |
| | | | | | | Vendor Total: | 250.00 |
| 68787 | SOUTHERN CALIFORNIA EDISON CO. | | 09/27/2018 | | 09/19/2018 | UTILITIES - ELECTRIC | 4,605.86 |
| | | SEPT 2018A | | | | | <u>4,605.86</u> |
| | | | | | | Vendor Total: | 4,605.86 |
| Grand Total: | | | | | | | 463,553.93 |
| Less Credit Memos: | | | | | | | <u>0.00</u> |
| Net Total: | | | | | | | 463,553.93 |
| Less Hand Check Total: | | | | | | | <u>0.00</u> |
| Outstanding Invoice Total: | | | | | | | 463,553.93 |
| Total Invoices: 6 | | | | | | | |

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Date: 10/03/2018

Time: 4:06 pm

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City of Lawndale

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PONumber | Invoice Date | Invoice Description | Invoice Amount | |
|-------------------|--------------------------------|--------------------------|--------------|----------|--------------|-----------------------------|----------------------------|-------------|
| 68788 | FRONTIER COMMUNICATIONS | | 10/04/2018 | | 09/28/2018 | PHONE CHARGES-W GREEN PAF | 167.03 | |
| | | 09/28/18-310-371-6930 | | | | | <u>167.03</u> | |
| | | | | | | Vendor Total: | 167.03 | |
| 68789 | LAUREN GUEVARA | | 10/04/2018 | | 10/01/2018 | ADVANCE-TRAVEL DAILY ALLOW | 120.00 | |
| | | 10/17-19/18 | | | | | <u>120.00</u> | |
| | | | | | | Vendor Total: | 120.00 | |
| 68790 | JA'VONDA JONES | | 10/04/2018 | 00016993 | 10/01/2018 | INSTRUCTOR FEE-GYM/COMPET | 452.28 | |
| | | 9-2018 | | | | | <u>452.28</u> | |
| | | | | | | Vendor Total: | 452.28 | |
| 68791 | MR. CAT PRODUCTIONS | | 10/04/2018 | 00017004 | 09/27/2018 | SOUND SYSTEM/STAGE OPERAT | 2,500.00 | |
| | | 187016-ANNUAL BLUES FEST | | | | | | |
| 68792 | MR. CAT PRODUCTIONS | | 10/04/2018 | 0017004A | 09/27/2018 | SOUND SYSTEM/STAGE OPERAT | 355.00 | |
| | | 187016-ADDL FEE | | | | | <u>355.00</u> | |
| | | | | | | Vendor Total: | 2,855.00 | |
| 68793 | LAYNE NATALE | | 10/04/2018 | 00017007 | 10/01/2018 | INSTRUCTOR FEE-SR FITNESS | 585.00 | |
| | | 9-2018 | | | | | <u>585.00</u> | |
| | | | | | | Vendor Total: | 585.00 | |
| 68794 | POLITICAL DATA INC. | | 10/04/2018 | | 09/05/2018 | PROFESSIONAL SERVICES-SEP : | 365.06 | |
| | | 114350 | | | | | <u>365.06</u> | |
| | | | | | | Vendor Total: | 365.06 | |
| 68795 | SOUTHERN CALIFORNIA EDISON CO. | | 10/04/2018 | | 10/03/2018 | UTILITIES - SEPT 2018 | 11,693.25 | |
| | | OCT 2018 | | | | | <u>11,693.25</u> | |
| | | | | | | Vendor Total: | 11,693.25 | |
| | | | | | | | Grand Total: | 16,237.62 |
| | | | | | | | Less Credit Memos: | <u>0.00</u> |
| | | | | | | | Net Total: | 16,237.62 |
| | | | | | | | Less Hand Check Total: | <u>0.00</u> |
| | | | | | | | Outstanding Invoice Total: | 16,237.62 |
| Total Invoices: 8 | | | | | | | | |

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Date: 10/03/2018

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City of Lawndale

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PONumber | Invoice Date | Invoice Description | Invoice Amount | |
|----------|-----------------------------|--------------------------------|--------------|----------|--------------|---------------------------|----------------------------|-------------|
| 68796 | GLORIA FLUCAS | F/70040 | 10/04/2018 | | 10/03/2018 | REFUND FEE-DOUBLE BOOKING | 134.00 | |
| | | | | | | Vendor Total: | <u>134.00</u> | |
| 68797 | U.S. BANK VOYAGER FLEET SYS | 86932-2446-09/24/18-CSD | 10/04/2018 | 00017033 | 09/24/2018 | VEHICLE FUEL - CSD | 535.19 | |
| | | | | | | Vendor Total: | <u>535.19</u> | |
| 68798 | U.S. BANK | 4246-0445-5575-5267-09/24/2018 | 10/04/2018 | 00017026 | 09/24/2018 | CREDIT ACCOUNT PAYMENT | 818.27 | |
| | | | | | | Vendor Total: | <u>818.27</u> | |
| | | | | | | | Grand Total: | 1,487.46 |
| | | | | | | | Less Credit Memos: | <u>0.00</u> |
| | | | | | | | Net Total: | 1,487.46 |
| | | | | | | | Less Hand Check Total: | <u>0.00</u> |
| | | | | | | | Outstanding Invoice Total: | 1,487.46 |

Total Invoices: 3

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| Ref. No. | Vendor Name | Invoice No. | Posting Date | PONumber | Invoice Date | Invoice Description | Invoice Amount |
|----------|------------------------|-------------|--------------|----------|--------------|------------------------------|----------------|
| 68799 | ALESHIRE & WYNDER, LLP | 48165 | 10/15/2018 | | 09/19/2018 | LEGAL SVCS-GENERAL-AUG 2018 | 13,803.01 |
| | | | | | | Vendor Total: | 13,803.01 |
| 68804 | ALESHIRE & WYNDER, LLP | 48170 | 10/15/2018 | | 09/19/2018 | LEGAL SVC-AGENCY-AUG 18 | 246.00 |
| | | | | | | Vendor Total: | 246.00 |
| 68803 | ALESHIRE & WYNDER, LLP | 48169 | 10/15/2018 | | 09/19/2018 | LEGAL SV-CD ENFORCEMENT-AUG | 12,581.78 |
| | | | | | | Vendor Total: | 12,581.78 |
| 68806 | ALESHIRE & WYNDER, LLP | 48172 | 10/15/2018 | | 09/19/2018 | LEGAL SV-FRANCHISE/CABLE-AUG | 225.50 |
| | | | | | | Vendor Total: | 225.50 |
| 68807 | ALESHIRE & WYNDER, LLP | 48173 | 10/15/2018 | | 09/19/2018 | LEGAL SV-GR. LINE METRO-AUG | 307.50 |
| | | | | | | Vendor Total: | 307.50 |
| 68801 | ALESHIRE & WYNDER, LLP | 48167 | 10/15/2018 | | 09/19/2018 | LEGAL SV-PERSONNEL/LABOR-AUG | 3,309.50 |
| | | | | | | Vendor Total: | 3,309.50 |
| 68802 | ALESHIRE & WYNDER, LLP | 48168 | 10/15/2018 | | 09/19/2018 | LEGAL SV-PLANNING-AUG 2018 | 1,722.00 |
| | | | | | | Vendor Total: | 1,722.00 |
| 68805 | ALESHIRE & WYNDER, LLP | 48171 | 10/15/2018 | | 09/19/2018 | LEGAL SVC-REFUSE-AUG 2018 | 164.00 |
| | | | | | | Vendor Total: | 164.00 |
| 68808 | ALESHIRE & WYNDER, LLP | 48174 | 10/15/2018 | | 09/19/2018 | LEGAL SVC-SO. BAY MALL-AUG 1 | 1,845.00 |
| | | | | | | Vendor Total: | 1,845.00 |
| 68800 | ALESHIRE & WYNDER, LLP | 48166 | 10/15/2018 | | 09/19/2018 | LEGAL SV-SPECIAL PROJ-AUG 18 | 2,030.37 |
| | | | | | | Vendor Total: | 2,030.37 |
| 68833 | MARIA ELENA ALVAREZ | 065 | 10/15/2018 | 00016992 | 09/25/2018 | INSTRUCTOR FEE-MEXICAN FOL | 1,456.00 |
| | | | | | | Vendor Total: | 1,456.00 |
| 68834 | DENISE AMEZCUA | F/69933 | 10/15/2018 | | 10/02/2018 | REFUND FEE-RENTAL DEPOSIT | 500.00 |
| | | | | | | Vendor Total: | 500.00 |
| 68835 | AM-TEC SECURITY | 597460 | 10/15/2018 | | 10/01/2018 | NX-8 MOTION ALARM-CITY HALL | 65.70 |
| | | | | | | Vendor Total: | 65.70 |
| 68836 | SVETLANA AVERBUKH | LN0010 | 10/15/2018 | 00017001 | 10/02/2018 | INSTRUCTOR FEE-ZUMBA GOLD | 585.00 |
| | | | | | | Vendor Total: | 585.00 |
| 68812 | MANUEL LUA CHAVEZ | F/69852 | 10/15/2018 | | 09/04/2018 | REFUND FEE-FLATWORK PERMIT | 87.50 |
| | | | | | | Vendor Total: | 87.50 |

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| Ref. No. | Vendor Name | Invoice No. | Posting Date | PONumber | Invoice Date | Invoice Description | Invoice Amount |
|----------|--------------------------------|----------------------------|--------------|----------|--------------|------------------------------|----------------|
| 68837 | VICTOR CHU | F/70055 | 10/15/2018 | | 10/02/2018 | REFUND FEE-DUPLICATE BLDG F | 135.12 |
| | | | | | | Vendor Total: | 135.12 |
| 68809 | COUNTY OF LA DEPT OF PUBLIC WK | | 10/15/2018 | 00017063 | 09/13/2018 | CATCH BASIN CLEANOUT-FY 17/1 | 1,571.97 |
| | | SA190000082 | | | | | |
| 68815 | COUNTY OF LA DEPT OF PUBLIC WK | | 10/15/2018 | 00016972 | 09/10/2018 | INDUSTRIAL WASTE SVC-AUG 20 | 4,011.92 |
| | | PW-18091000908 | | | | | |
| 68816 | COUNTY OF LA DEPT OF PUBLIC WK | | 10/15/2018 | 00016972 | 09/10/2018 | TRAFFIC SIGNAL MAINT-AUG 201 | 8,694.44 |
| | | PW-18091001243 | | | | | |
| | | | | | | Vendor Total: | 14,278.33 |
| 68838 | GERMAN CUEVA | F/67453 | 10/15/2018 | | 09/27/2018 | REFUND FEE-SPR 18-14 DEPOSIT | 315.86 |
| | | | | | | Vendor Total: | 315.86 |
| 68810 | SIRLEY CUEVAS | | 10/15/2018 | 00016940 | 09/12/2018 | PLANNING COMMISSION STIPEN | 50.00 |
| | | 09/12/18 | | | | | |
| 68811 | SIRLEY CUEVAS | | 10/15/2018 | 00016940 | 09/26/2018 | PLANNING COMMISSION STIPEN | 50.00 |
| | | 09/26/2018 | | | | | |
| | | | | | | Vendor Total: | 100.00 |
| 68839 | DIV OF THE STATE ARCHITECT | | 10/15/2018 | | 10/01/2018 | CASP FEE REPORT - 3RD QTR 20 | 61.20 |
| | | 3RD QTR 2018 | | | | | |
| | | | | | | Vendor Total: | 61.20 |
| 68840 | DUNCAN, JOSHUA | 6-2018A | 10/15/2018 | 00016991 | 09/29/2018 | INSTRUCTOR FEE-LITTLE DRAG | 1,397.90 |
| | | | | | | Vendor Total: | 1,397.90 |
| 68841 | EMPIRE CLEANING SUPPLIES | 1064906 | 10/15/2018 | 00016956 | 09/12/2018 | MAINTENANCE CLEANING SUPPLI | 1,603.79 |
| | | | | | | Vendor Total: | 1,603.79 |
| 68813 | FARMER BROTHERS CO. | 68339998 | 10/15/2018 | | 09/25/2018 | COFFEE SERVICES - 09/25/2018 | 263.98 |
| | | | | | | Vendor Total: | 263.98 |
| 68842 | AMALEA FISHER | SEP 2018 | 10/15/2018 | 00017008 | 10/01/2018 | INSTRUCTOR FEE-SR FITNESS | 260.00 |
| | | | | | | Vendor Total: | 260.00 |
| 68843 | ICREATE GRAPHIX | 05_2940 | 10/15/2018 | | 09/15/2018 | T-SHIRTS-PEE WEE SPORTS 201 | 130.80 |
| | | | | | | Vendor Total: | 130.80 |
| 68814 | THEWODROS & KASSA | F/69610 | 10/15/2018 | | 09/24/2018 | REFUND FEE-RES PROPERTY RE | 205.30 |
| | | | | | | Vendor Total: | 205.30 |
| 68817 | L.A. NEWSPAPER GROUP | | 10/15/2018 | 00016925 | 09/20/2018 | DB 9-63-LEGAL ADV-09/20/2018 | 94.95 |
| | | AD #0011176452-5007750-CCD | | | | | |
| | | | | | | Vendor Total: | 94.95 |
| 68846 | LEGACY TRAVEL & TOURS | | 10/15/2018 | 00010116 | 10/02/2018 | BALANCE DUE-SR TRAVEL CLUB | 684.00 |
| | | B0471-FOUR QUEENS HOTEL | | | | | |
| 68847 | LEGACY TRAVEL & TOURS | | 10/15/2018 | | 09/19/2018 | BALANCE DUE-SR TRAVEL CLUB | 5,556.00 |
| | | B0471-A | | | | | |
| | | | | | | Vendor Total: | 6,240.00 |

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City of Lawndale

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PO Number | Invoice Date | Invoice Description | Invoice Amount |
|----------|--------------------------------|-------------|--------------|-----------|--------------|-----------------------------|----------------|
| 68844 | LOS ANGELES COUNTY | | 10/15/2018 | | 08/18/2018 | EVENT SECURITY SVC-08/18/18 | |
| | | 190403CY | | | | | 693.03 |
| 68845 | LOS ANGELES COUNTY | | 10/15/2018 | | 08/30/2018 | EVENT SECURITY SVC-08/25/18 | |
| | | 190404CY | | | | | 902.59 |
| | | | | | | Vendor Total: | 1,595.62 |
| 68818 | JOHN MARTINEZ | | 10/15/2018 | 00016941 | 09/12/2018 | PLANNING COMMISSION STIPEN | |
| | | 09/12/2018 | | | | | 50.00 |
| 68819 | JOHN MARTINEZ | | 10/15/2018 | 00016941 | 09/26/2018 | PLANNING COMMISSION STIPEN | |
| | | 09/26/2018 | | | | | 50.00 |
| | | | | | | Vendor Total: | 100.00 |
| 68820 | MINUTEMAN PRESS OF GARDENA | | 10/15/2018 | 00016929 | 09/25/2018 | BUSINESS CARD IMPRINTS | |
| | | 16644 | | | | | 165.93 |
| 68821 | MINUTEMAN PRESS OF GARDENA | | 10/15/2018 | 00016929 | 09/27/2018 | CITYWIDE ENVELOPE SUPPLY | |
| | | 16657 | | | | | 1,201.37 |
| | | | | | | Vendor Total: | 1,367.30 |
| 68822 | UFFE MOLLER | | 10/15/2018 | 00016942 | 09/12/2018 | PLANNING COMMISSION STIPEN | |
| | | 09/12/2018 | | | | | 50.00 |
| 68823 | UFFE MOLLER | | 10/15/2018 | 00016942 | 09/26/2018 | PLANNING COMMISSION STIPEN | |
| | | 09/26/2018 | | | | | 50.00 |
| | | | | | | Vendor Total: | 100.00 |
| 68824 | OVERLAND, PACIFIC & CUTLER LLC | | 10/15/2018 | | 08/31/2018 | RELOCATION ASSISTANCE | |
| | | 1808130 | | | | | 2,751.25 |
| 68825 | OVERLAND, PACIFIC & CUTLER LLC | | 10/15/2018 | | 08/31/2018 | WEED ABATEMENT/TRASH REMO | |
| | | 1808138 | | | | | 855.00 |
| 68826 | OVERLAND, PACIFIC & CUTLER LLC | | 10/15/2018 | | 08/31/2018 | SUB-CONSULTANT SERVICES | |
| | | 1808131 | | | | | 492.25 |
| | | | | | | Vendor Total: | 4,098.50 |
| 68848 | PRECISION AUTO CARE, INC | | 10/15/2018 | 00016969 | 09/25/2018 | VEHICLE SMOG CHECK - #482 | |
| | | 0083791 | | | | | 58.25 |
| 68849 | PRECISION AUTO CARE, INC | | 10/15/2018 | 00016969 | 09/20/2018 | VEHICLE SMOG CHECK - #491 | |
| | | 0083764 | | | | | 58.25 |
| 68850 | PRECISION AUTO CARE, INC | | 10/15/2018 | 00016969 | 09/24/2018 | VEHICLE SMOG CHECK - #476 | |
| | | 0083783 | | | | | 58.25 |
| 68851 | PRECISION AUTO CARE, INC | | 10/15/2018 | 00016969 | 09/20/2018 | VEHICLE SMOG CHECK - #501 | |
| | | 0083763 | | | | | 58.25 |
| | | | | | | Vendor Total: | 233.00 |
| 68827 | QUALITY CODE PUBLISHING LLC | | 10/15/2018 | 00017064 | 09/17/2018 | LMC WEBSITE MAINTENANCE | |
| | | 2018-360 | | | | | 780.00 |
| | | | | | | Vendor Total: | 780.00 |
| 68828 | RICOH USA INC | | 10/15/2018 | | 09/17/2018 | PERIODIC PAYMENT-OCT 2018 | |
| | | 9026653008 | | | | | 2,128.08 |
| | | | | | | Vendor Total: | 2,128.08 |
| 68852 | KATHERINE SCHRYVER-STAHLY | | 10/15/2018 | | 10/02/2018 | REFUND FEE-RENTAL DEPOSIT | |
| | | F/69689 | | | | | 250.00 |
| | | | | | | Vendor Total: | 250.00 |
| 68829 | SHI | | 10/15/2018 | | 09/14/2018 | HP LASERJET PRO PRINTER | |
| | | B08838099 | | | | | 195.92 |
| | | | | | | Vendor Total: | 195.92 |
| 68830 | SCOTT SMITH | | 10/15/2018 | 00016943 | 09/12/2018 | PLANNING COMMISSION STIPEN | |
| | | 09/12/18 | | | | | 50.00 |
| | | | | | | Vendor Total: | 50.00 |

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City of Lawndale

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PO Number | Invoice Date | Invoice Description | Invoice Amount |
|----------------------------|------------------------------|----------------|--------------|-----------|--------------|------------------------------|----------------|
| 68853 | SOUTH BAY CENTER FOR DISPUTE | 09302018 | 10/15/2018 | 00016937 | 09/30/2018 | DISPUTE RESOLUTION SERVICE: | 2,061.00 |
| | | | | | | Vendor Total: | 2,061.00 |
| 68831 | SOUTH COAST MECHANICAL | 47322 | 10/15/2018 | 00016955 | 07/01/2018 | 1ST QTR BILLING-JUL-SEP 2018 | 5,257.00 |
| | | | | | | Vendor Total: | 5,257.00 |
| 68832 | TODD PIPE & SUPPLY-HAWTHORNE | S002897077.001 | 10/15/2018 | 0016959A | 09/11/2018 | PLUMBING SUPPLIES-J ADDAMS | 50.57 |
| 68854 | TODD PIPE & SUPPLY-HAWTHORNE | S002905994-001 | 10/15/2018 | 0016959A | 09/19/2018 | PLUMBING SUPPLIES-J ADDAMS | 3.02 |
| | | | | | | Vendor Total: | 53.59 |
| 68855 | URBAN RESTORATION GROUP | 00021234 | 10/15/2018 | 00016983 | 09/18/2018 | GRAFFITI REMOVAL PRODUCTS | 274.17 |
| | | | | | | Vendor Total: | 274.17 |
| 68856 | VISTA PAINT | 2018-454488-00 | 10/15/2018 | 00016953 | 09/26/2018 | GRAFFITI SUPPLIES | 41.56 |
| 68857 | VISTA PAINT | 2018-417862-00 | 10/15/2018 | 00017062 | 09/10/2018 | LABOR AND SUPPLIES | 371.16 |
| | | | | | | Vendor Total: | 412.72 |
| Grand Total: | | | | | | | 82,972.99 |
| Less Credit Memos: | | | | | | | 0.00 |
| Net Total: | | | | | | | 82,972.99 |
| Less Hand Check Total: | | | | | | | 0.00 |
| Outstanding Invoice Total: | | | | | | | 82,972.99 |
| Total Invoices: 59 | | | | | | | |

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|--------------------------------|--|---|---|--|--|--|--|
| Fund: 100 General Fund | | | | | | | |
| Dept: 000 | | | | | | | |
| 100-000-410.104 | BL - AB 1379 DIV OF THE STATE ARCHITECT | 3RD QTR 2018 | CASP FEE REPORT - 3RD QTR 2018 | 196242 | 10/15/2018 | 10/15/2018 | 61.20 |
| | | | | | | | 61.20 |
| 100-000-421.100 | Planning Fees - General CHAVEZ/MANUEL LUA// CUEVA/GERMAN// KASSA/THEWODROS &// | F/69852 F/67453 F/69610 | REFUND FEE-FLATWORK PERMIT REFUND FEE-SPR 18-14 DEPOSIT REFUND FEE-RES PROPERTY REPORT | 196235 196240 196248 | 10/15/2018 10/15/2018 10/15/2018 | 10/15/2018 10/15/2018 10/15/2018 | 87.50 -1,497.75 205.30 |
| | | | | | | | -1,204.95 |
| 100-000-422.100 | Building Permit Fees CHU/VICTOR// | F/70055 | REFUND FEE-DUPLICATE BLDG FEE | 196236 | 10/15/2018 | 10/15/2018 | 135.12 |
| | | | | | | | 135.12 |
| 100-000-425.101 | Community Center Rental Fees FLUCAS/GLORIA// | F/70040 | REFUND FEE-DOUBLE BOOKING | 196218 | 10/04/2018 | 10/04/2018 | 134.00 |
| | | | | | | | 134.00 |
| | | | | | | | Total Dept. 000: -874.63 |
| Dept: 120 City Attorney | | | | | | | |
| 100-120-530.300 | Legal Services ALESHIRE & WYNDER, LLP ALESHIRE & WYNDER, LLP | 48165 48166 48167 48168 48169 48171 48172 48173 48174 | LEGAL SVCS-GENERAL-AUG 2018 LEGAL SV-SPECIAL PROJ-AUG 18 LEGAL SV-PERSONNEL/LABOR-AUG18 LEGAL SV-PLANNING-AUG 2018 LEGAL SV-CD ENFORCEMENT-AUG 18 LEGAL SVC-REFUSE-AUG 2018 LEGAL SV-FRANCHISE/CABLE-AUG18 LEGAL SV-GR. LINE METRO-AUG 18 LEGAL SVC-SO. BAY MALL-AUG 18 | 196221 196230 196226 196227 196223 196228 196224 196225 196229 | 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 | 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 10/15/2018 | 13,803.01 2,030.37 3,309.50 1,722.00 12,581.78 164.00 225.50 307.50 1,845.00 |
| | | | | | | | 35,988.66 |
| | | | | | | | Total Dept. City Attorney: 35,988.66 |
| Dept: 130 City Clerk | | | | | | | |
| 100-130-530.100 | Contract Services QUALITY CODE PUBLISHING LLC | 2018-360 | LMC WEBSITE MAINTENANCE | 196258 | 10/15/2018 | 10/15/2018 | 780.00 |
| | | | | | | | 780.00 |

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| 100-130-530.500 | Legal Ads L.A. NEWSPAPER GROUP | AD #0011176452-5007750-CCD | DB 9-63-LEGAL ADV-09/20/2018 | 196249 | 10/15/2018 | 10/15/2018 | 94.95 |
| | | | | | | | 94.95 |
| | | | | | | Total Dept. City Clerk: | 874.95 |
| Dept: 160 General Operations | | | | | | | |
| 100-160-510.100 | Office Supplies FARMER BROTHERS CO./// | 68339998 | COFFEE SERVICES - 09/25/2018 | 196245 | 10/15/2018 | 10/15/2018 | 263.98 |
| | MINUTEMAN PRESS OF GARDENA/// | 16644 | BUSINESS CARD IMPRINTS | 196254 | 10/15/2018 | 10/15/2018 | 165.93 |
| | MINUTEMAN PRESS OF GARDENA/// | 16657 | CITYWIDE ENVELOPE SUPPLY | 196254 | 10/15/2018 | 10/15/2018 | 1,201.37 |
| | | | | | | | 1,631.28 |
| 100-160-515.100 | Telecommunications FRONTIER COMMUNICATIONS | 09/19/2018-310-371-8877 | FAX PHONE CHARGES | 196205 | 09/27/2018 | 09/27/2018 | 78.80 |
| | FRONTIER COMMUNICATIONS | 09/28/18-310-371-6930 | PHONE CHARGES-W GREEN PARK | 196211 | 10/04/2018 | 10/04/2018 | 167.03 |
| | | | | | | | 245.83 |
| 100-160-515.200 | Electricity SOUTHERN CALIFORNIA EDISON CO. | OCT 2018 | UTILITIES - SEPT 2018 | 196217 | 10/04/2018 | 10/04/2018 | 312.87 |
| | | | | | | | 312.87 |
| 100-160-515.400 | Water GOLDEN STATE WATER CO. | SEPT 2018A | UTILITIES - WATER | 196206 | 09/27/2018 | 09/27/2018 | 437.06 |
| | | | | | | | 437.06 |
| 100-160-520.500 | Equipment Rental RICOH USA INC | 9026653008 | PERIODIC PAYMENT-OCT 2018 | 196259 | 10/15/2018 | 10/15/2018 | 2,128.08 |
| | | | | | | | 2,128.08 |
| | | | | | | Total Dept. General Operations: | 4,755.12 |
| Dept: 180 Information Systems | | | | | | | |
| 100-180-520.510 | Equipment Maintenance SHI | B08838099 | HP LASERJET PRO PRINTER | 196261 | 10/15/2018 | 10/15/2018 | 195.92 |
| | | | | | | | 195.92 |
| | | | | | | Total Dept. Information Systems: | 195.92 |
| Dept: 190 Finance | | | | | | | |
| 100-190-530.100 | Contract Services | | | | | | |

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|--------------------------------------|--|---|--|--------------------------------------|--|--|-------------------------------------|
| PARS | | 41095 | ADMINISTRATIVE FEES | 196208 | 09/27/2018 | 09/27/2018 | 7,200.00 |
| | | | | | | | 7,200.00 |
| 100-190-530.200 | Professional Services POLITICAL DATA INC. | 114350 | PROFESSIONAL SERVICES-SEP 2018 | 196216 | 10/04/2018 | 10/04/2018 | 365.06 |
| | | | | | | | 365.06 |
| | | | | | | Total Dept. Finance: | 7,565.06 |
| Dept: 210 Police Services | | | | | | | |
| 100-210-525.200 | Liability Insurance Premium LOS ANGELES COUNTY | 190025CY | PUBLIC SAFETY SVC - JULY 2018 | 196207 | 09/27/2018 | 09/27/2018 | 38,915.16 |
| | | | | | | | 38,915.16 |
| 100-210-530.700 | County Sheriff Services LOS ANGELES COUNTY | 190025CY | PUBLIC SAFETY SVC - JULY 2018 | 196207 | 09/27/2018 | 09/27/2018 | 390,275.80 |
| | | | | | | | 390,275.80 |
| | | | | | | Total Dept. Police Services: | 429,190.96 |
| Dept: 320 Grounds Maintenance | | | | | | | |
| 100-320-515.200 | Electricity SOUTHERN CALIFORNIA EDISON CO. SOUTHERN CALIFORNIA EDISON CO. | SEPT 2018A OCT 2018 | UTILITIES - ELECTRIC UTILITIES - SEPT 2018 | 196210 196217 | 09/27/2018 10/04/2018 | 09/27/2018 10/04/2018 | 3,392.22 2,224.27 |
| | | | | | | | 5,616.49 |
| 100-320-515.400 | Water GOLDEN STATE WATER CO. | SEPT 2018A | UTILITIES - WATER | 196206 | 09/27/2018 | 09/27/2018 | 2,653.95 |
| | | | | | | | 2,653.95 |
| 100-320-520.100 | Maintenance Supplies EMPIRE CLEANING SUPPLIES/// TODD PIPE & SUPPLY-HAWTHORNE TODD PIPE & SUPPLY-HAWTHORNE URBAN RESTORATION GROUP | 1064906 S002897077.001 S002905994-001 00021234 | MAINTENANCE CLEANING SUPPLIES PLUMBING SUPPLIES-J ADDAMS PK PLUMBING SUPPLIES-J ADDAMS PK GRAFFITI REMOVAL PRODUCTS | 196244 196265 196266 196267 | 10/15/2018 10/15/2018 10/15/2018 10/15/2018 | 10/15/2018 10/15/2018 10/15/2018 10/15/2018 | 1,603.79 50.57 3.02 274.17 |
| | | | | | | | 1,931.55 |
| 100-320-530.100 | Contract Services SOUTH COAST MECHANICAL | 47322 | 1ST QTR BILLING-JUL-SEP 2018 | 196264 | 10/15/2018 | 10/15/2018 | 5,257.00 |
| | | | | | | | 5,257.00 |
| 100-320-540.200 | Special Expenses | | | | | | |

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|--|-------------------------------|-------------------------|--------------------------------|---------|------------|---|------------------|
| AM-TEC SECURITY | | 597460 | NX-8 MOTION ALARM-CITY HALL | 196232 | 10/15/2018 | 10/15/2018 | 65.70 |
| | | | | | | | 65.70 |
| | | | | | | Total Dept. Grounds Maintenance: | 15,524.69 |
| Dept: 410 Planning/Building Admin | | | | | | | |
| 100-410-501.200 | Salaries - Elected /Appointed | | | | | | |
| | CUEVAS/SIRLEY// | 09/12/18 | PLANNING COMMISSION STIPEND | 196241 | 10/15/2018 | 10/15/2018 | 50.00 |
| | CUEVAS/SIRLEY// | 09/26/2018 | PLANNING COMMISSION STIPEND | 196241 | 10/15/2018 | 10/15/2018 | 50.00 |
| | MARTINEZ/JOHN// | 09/12/2018 | PLANNING COMMISSION STIPEND | 196253 | 10/15/2018 | 10/15/2018 | 50.00 |
| | MARTINEZ/JOHN// | 09/26/2018 | PLANNING COMMISSION STIPEND | 196253 | 10/15/2018 | 10/15/2018 | 50.00 |
| | MOLLER/UFFE// | 09/12/2018 | PLANNING COMMISSION STIPEND | 196255 | 10/15/2018 | 10/15/2018 | 50.00 |
| | MOLLER/UFFE// | 09/26/2018 | PLANNING COMMISSION STIPEND | 196255 | 10/15/2018 | 10/15/2018 | 50.00 |
| | SMITH/SCOTT// | 09/12/18 | PLANNING COMMISSION STIPEND | 196262 | 10/15/2018 | 10/15/2018 | 50.00 |
| | | | | | | | 350.00 |
| 100-410-530.200 | Professional Services | | | | | | |
| | SOUTH BAY CENTER FOR DISPUTE | 09302018 | DISPUTE RESOLUTION SERVICES | 196263 | 10/15/2018 | 10/15/2018 | 1,050.00 |
| | SOUTH BAY CENTER FOR DISPUTE | 09302018 | DISPUTE RESOLUTION SERVICES | 196263 | 10/15/2018 | 10/15/2018 | 1,011.00 |
| | | | | | | | 2,061.00 |
| | | | | | | Total Dept. Planning/Building Admin: | 2,411.00 |
| Dept: 510 Community Services Programs | | | | | | | |
| 100-510-510.500 | Uniforms | | | | | | |
| | ICREATE GRAPHIX | 05_2940 | T-SHIRTS-PEE WEE SPORTS 2018 | 196247 | 10/15/2018 | 10/15/2018 | 130.80 |
| | | | | | | | 130.80 |
| 100-510-515.400 | Water | | | | | | |
| | GOLDEN STATE WATER CO. | SEPT 2018A | UTILITIES - WATER | 196206 | 09/27/2018 | 09/27/2018 | 556.40 |
| | | | | | | | 556.40 |
| 100-510-530.100 | Contract Services | | | | | | |
| | ALVAREZ/MARIA ELENA// | 065 | INSTRUCTOR FEE-MEXICAN FOLKLOR | 196231 | 10/15/2018 | 10/15/2018 | 1,456.00 |
| | AVERBUKH/SVETLANA// | LN0010 | INSTRUCTOR FEE-ZUMBA GOLD | 196234 | 10/15/2018 | 10/15/2018 | 585.00 |
| | DUNCAN, JOSHUA | 6-2018A | INSTRUCTOR FEE-LITTLE DRAGONS | 196243 | 10/15/2018 | 10/15/2018 | 1,397.90 |
| | FISHER/AMALEA// | SEP 2018 | INSTRUCTOR FEE-SR FITNESS | 196246 | 10/15/2018 | 10/15/2018 | 260.00 |
| | JONES/JA'VONDA// | 9-2018 | INSTRUCTOR FEE-GYM/COMPETITION | 196213 | 10/04/2018 | 10/04/2018 | 452.28 |
| | LEGACY TRAVEL & TOURS/// | B0471-FOUR QUEENS HOTEL | BALANCE DUE-SR TRAVEL CLUB | 196250 | 10/15/2018 | 10/15/2018 | 684.00 |
| | NATALE/LAYNE// | 9-2018 | INSTRUCTOR FEE-SR FITNESS | 196215 | 10/04/2018 | 10/04/2018 | 585.00 |
| | | | | | | | 5,420.18 |

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|------------------|--------------------------------|--------------------------------|--------------------------------|---------|------------|--------------|---|
| 100-510-540.100 | Community Events | | | | | | |
| | MR. CAT PRODUCTIONS | 187016-ANNUAL BLUES FEST | SOUND SYSTEM/STAGE OPERATIONS | 196214 | 10/04/2018 | 10/04/2018 | 2,500.00 |
| | MR. CAT PRODUCTIONS | 187016-ADDL FEE | SOUND SYSTEM/STAGE OPERATIONS | 196214 | 10/04/2018 | 10/04/2018 | 355.00 |
| | VISTA PAINT | 2018-417862-00 | LABOR AND SUPPLIES | 196268 | 10/15/2018 | 10/15/2018 | 371.16 |
| | | | | | | | 3,226.16 |
| 100-510-540.120 | Recreation Activities | | | | | | |
| | U.S. BANK/// | 4246-0445-5575-5267-09/24/2018 | CREDIT ACCOUNT PAYMENT | 196220 | 10/04/2018 | 10/04/2018 | 49.28 |
| | U.S. BANK/// | 4246-0445-5575-5267-09/24/2018 | CREDIT ACCOUNT PAYMENT | 196220 | 10/04/2018 | 10/04/2018 | 29.54 |
| | U.S. BANK/// | 4246-0445-5575-5267-09/24/2018 | CREDIT ACCOUNT PAYMENT | 196220 | 10/04/2018 | 10/04/2018 | 33.70 |
| | U.S. BANK/// | 4246-0445-5575-5267-09/24/2018 | CREDIT ACCOUNT PAYMENT | 196220 | 10/04/2018 | 10/04/2018 | 465.32 |
| | U.S. BANK/// | 4246-0445-5575-5267-09/24/2018 | CREDIT ACCOUNT PAYMENT | 196220 | 10/04/2018 | 10/04/2018 | 240.43 |
| | | | | | | | 818.27 |
| 100-510-540.410 | Senior Activities | | | | | | |
| | GUEVARA/LAUREN// | 10/17-19/18 | ADVANCE-TRAVEL DAILY ALLOWANCE | 196212 | 10/04/2018 | 10/04/2018 | 120.00 |
| | | | | | | | 120.00 |
| | | | | | | | Total Dept. Community Services Programs: 10,271.81 |
| | | | | | | | Total Fund General Fund: 505,903.54 |
| Fund: 201 | Gas Tax Fund | | | | | | |
| Dept: 330 | Street Maintenance | | | | | | |
| 201-330-515.200 | Electricity | | | | | | |
| | SOUTHERN CALIFORNIA EDISON CO. | SEPT 2018A | UTILITIES - ELECTRIC | 196210 | 09/27/2018 | 09/27/2018 | 608.76 |
| | SOUTHERN CALIFORNIA EDISON CO. | OCT 2018 | UTILITIES - SEPT 2018 | 196217 | 10/04/2018 | 10/04/2018 | 719.45 |
| | | | | | | | 1,328.21 |
| 201-330-520.400 | Street Maintenance | | | | | | |
| | VISTA PAINT | 2018-454488-00 | GRAFFITI SUPPLIES | 196268 | 10/15/2018 | 10/15/2018 | 41.56 |
| | | | | | | | 41.56 |
| 201-330-520.600 | Vehicle Maintenance | | | | | | |
| | PRECISION AUTO CARE, INC | 0083791 | VEHICLE SMOG CHECK - #482 | 196257 | 10/15/2018 | 10/15/2018 | 58.25 |
| | PRECISION AUTO CARE, INC | 0083764 | VEHICLE SMOG CHECK - #491 | 196257 | 10/15/2018 | 10/15/2018 | 58.25 |
| | PRECISION AUTO CARE, INC | 0083783 | VEHICLE SMOG CHECK - #476 | 196257 | 10/15/2018 | 10/15/2018 | 58.25 |
| | PRECISION AUTO CARE, INC | 0083763 | VEHICLE SMOG CHECK - #501 | 196257 | 10/15/2018 | 10/15/2018 | 58.25 |
| | | | | | | | 233.00 |

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|------------------|---------------------------------------|-------------------------|-------------------------------|---------|------------|---|------------------|
| 201-330-530.100 | Contract Services | | | | | | |
| | COUNTY OF LA DEPT OF PUBLIC WK | SA190000082 | CATCH BASIN CLEANOUT-FY 17/18 | 196238 | 10/15/2018 | 10/15/2018 | 1,571.97 |
| | COUNTY OF LA DEPT OF PUBLIC WK | PW-18091000908 | INDUSTRIAL WASTE SVC-AUG 2018 | 196237 | 10/15/2018 | 10/15/2018 | 3,086.09 |
| | COUNTY OF LA DEPT OF PUBLIC WK | PW-18091000908 | INDUSTRIAL WASTE SVC-AUG 2018 | 196237 | 10/15/2018 | 10/15/2018 | 925.83 |
| | COUNTY OF LA DEPT OF PUBLIC WK | PW-18091001243 | TRAFFIC SIGNAL MAINT-AUG 2018 | 196239 | 10/15/2018 | 10/15/2018 | 6,688.03 |
| | COUNTY OF LA DEPT OF PUBLIC WK | PW-18091001243 | TRAFFIC SIGNAL MAINT-AUG 2018 | 196239 | 10/15/2018 | 10/15/2018 | 2,006.41 |
| | | | | | | | 14,278.33 |
| | | | | | | Total Dept. Street Maintenance: | 15,881.10 |
| | | | | | | Total Fund Gas Tax Fund: | 15,881.10 |
| Fund: 206 | Prop A - Local Transit Program | | | | | | |
| Dept: 510 | Community Services Programs | | | | | | |
| 206-510-520.610 | Vehicle Fuel | | | | | | |
| | U.S. BANK VOYAGER FLEET SYS/// | 86932-2446-09/24/18-CSD | VEHICLE FUEL - CSD | 196219 | 10/04/2018 | 10/04/2018 | -27.72 |
| | U.S. BANK VOYAGER FLEET SYS/// | 86932-2446-09/24/18-CSD | VEHICLE FUEL - CSD | 196219 | 10/04/2018 | 10/04/2018 | 562.91 |
| | | | | | | | 535.19 |
| | | | | | | Total Dept. Community Services Programs: | 535.19 |
| | | | | | | Total Fund Prop A - Local Transit Program: | 535.19 |
| Fund: 211 | State COPS Grant | | | | | | |
| Dept: 210 | Police Services | | | | | | |
| 211-210-525.200 | Liability Insurance Premium | | | | | | |
| | LOS ANGELES COUNTY | 190025CY | PUBLIC SAFETY SVC - JULY 2018 | 196207 | 09/27/2018 | 09/27/2018 | 945.00 |
| | | | | | | | 945.00 |
| 211-210-530.700 | County Sheriff Services | | | | | | |
| | LOS ANGELES COUNTY | 190025CY | PUBLIC SAFETY SVC - JULY 2018 | 196207 | 09/27/2018 | 09/27/2018 | 9,000.00 |
| | | | | | | | 9,000.00 |
| | | | | | | Total Dept. Police Services: | 9,945.00 |
| | | | | | | Total Fund State COPS Grant: | 9,945.00 |
| Fund: 218 | Hawthorne Blvd. Maint. Fund | | | | | | |
| Dept: 330 | Street Maintenance | | | | | | |
| 218-330-515.200 | Electricity | | | | | | |
| | SOUTHERN CALIFORNIA EDISON CO. | SEPT 2018A | UTILITIES - ELECTRIC | 196210 | 09/27/2018 | 09/27/2018 | 604.88 |

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| | SOUTHERN CALIFORNIA EDISON CO. | OCT 2018 | UTILITIES - SEPT 2018 | 196217 | 10/04/2018 | 10/04/2018 | 916.58 |
| | | | | | | | 1,521.46 |
| 218-330-515.400 | Water GOLDEN STATE WATER CO. | SEPT 2018A | UTILITIES - WATER | 196206 | 09/27/2018 | 09/27/2018 | 8,596.25 |
| | | | | | | | 8,596.25 |
| Total Dept. Street Maintenance: | | | | | | | 10,117.71 |
| Total Fund Hawthorne Blvd. Maint. Fund: | | | | | | | 10,117.71 |
| | | | | | | | |
| Fund: 257 LA County Pks Maint Grant | | | | | | | |
| Dept: 320 Grounds Maintenance | | | | | | | |
| 257-320-515.200 | Electricity | | | | | | |
| | SOUTHERN CALIFORNIA EDISON CO. | OCT 2018 | UTILITIES - SEPT 2018 | 196217 | 10/04/2018 | 10/04/2018 | 7,520.08 |
| | | | | | | | 7,520.08 |
| 257-320-515.400 | Water | | | | | | |
| | GOLDEN STATE WATER CO. | SEPT 2018A | UTILITIES - WATER | 196206 | 09/27/2018 | 09/27/2018 | 39.65 |
| | | | | | | | 39.65 |
| Total Dept. Grounds Maintenance: | | | | | | | 7,559.73 |
| Total Fund LA County Pks Maint Grant: | | | | | | | 7,559.73 |
| | | | | | | | |
| Fund: 304 Succ Agency Projects Fund | | | | | | | |
| Dept: 120 City Attorney | | | | | | | |
| 304-120-530.320 | Legal - Litigation | | | | | | |
| | ALESHIRE & WYNDER, LLP | 48170 | LEGAL SVC-AGENCY-AUG 18 | 196222 | 10/15/2018 | 10/15/2018 | 246.00 |
| | | | | | | | 246.00 |
| Total Dept. City Attorney: | | | | | | | 246.00 |
| Total Fund Succ Agency Projects Fund: | | | | | | | 246.00 |
| | | | | | | | |
| Fund: 307 2009 TABS | | | | | | | |
| Dept: 610 Redevelopment | | | | | | | |
| 307-610-700.221 | Closure of Mobile Home Park | | | | | | |
| | OVERLAND, PACIFIC & CUTLER LLC | 1808130 | RELOCATION ASSISTANCE | 196256 | 10/15/2018 | 10/15/2018 | 2,751.25 |
| | OVERLAND, PACIFIC & CUTLER LLC | 1808138 | WEED ABATEMENT/TRASH REMOVAL | 196256 | 10/15/2018 | 10/15/2018 | 855.00 |
| | OVERLAND, PACIFIC & CUTLER LLC | 1808131 | SUB-CONSULTANT SERVICES | 196256 | 10/15/2018 | 10/15/2018 | 492.25 |

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| | | | | | | | 4,098.50 |
| | | | | | | Total Dept. Redevelopment: | 4,098.50 |
| | | | | | | Total Fund 2009 TABS: | 4,098.50 |
| Fund: 501 | Deposit/Donations | | | | | | |
| Dept: 000 | | | | | | | |
| 501-000-200.303 | Travel Club | | | | | | |
| | LEGACY TRAVEL & TOURS/// | B0471-A | BALANCE DUE-SR TRAVEL CLUB | 196250 | 10/15/2018 | 10/15/2018 | 5,556.00 |
| | | | | | | | 5,556.00 |
| 501-000-200.307 | Community Center Deposits | | | | | | |
| | AMEZCUA/DENISE// | F/69933 | REFUND FEE-RENTAL DEPOSIT | 196233 | 10/15/2018 | 10/15/2018 | 500.00 |
| | LOS ANGELES COUNTY | 190403CY | EVENT SECURITY SVC-08/18/18 | 196251 | 10/15/2018 | 10/15/2018 | 693.03 |
| | LOS ANGELES COUNTY | 190404CY | EVENT SECURITY SVC-08/25/18 | 196252 | 10/15/2018 | 10/15/2018 | 902.59 |
| | SCHRYVER-STAHLY/KATHERINE// | F/69689 | REFUND FEE-RENTAL DEPOSIT | 196260 | 10/15/2018 | 10/15/2018 | 250.00 |
| | SILVA/DONNA// | F/69334 | REFUND FEE-RENTAL DEPOSIT | 196209 | 09/27/2018 | 09/04/2018 | 250.00 |
| | | | | | | | 2,595.62 |
| 501-000-200.410 | Planning Deposit | | | | | | |
| | CUEVA/GERMAN// | F/67453 | REFUND FEE-SPR 18-14 DEPOSIT | 196240 | 10/15/2018 | 10/15/2018 | 1,813.61 |
| | | | | | | | 1,813.61 |
| | | | | | | Total Dept. 000: | 9,965.23 |
| | | | | | | Total Fund Deposit/Donations: | 9,965.23 |
| | | | | | | Grand Total: | 564,252.00 |

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
October 1, 2018**

- A. **CALL TO ORDER AND ROLL CALL** – Mayor Pullen-Miles called the meeting to order at 6:32 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

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

Other Participants: City Manager Stephen N. Mandoki, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain April Tardy, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Kenneth Louie, Community Development Director Sean Moore, Interim Public Works Director/City Engineer Jonathan Wu, Deputy City Clerk Maria R. Guerra and approximately 12 audience members

- B. **CEREMONIALS** – Mayor Pro Tem Reid led the flag salute and Pastor George Magdalany, Hope Chapel Hawthorne provided the inspiration.

- C. **PRESENTATIONS**

Presentation from Senator Bradford's Office – Legislative Update

For the legislative year ending August 31, Governor Brown signed the last of the bills on his desk on September 30. Senator Bradford noted that the Governor's term has been very productive, given that he took office when the state was in a deficit, and as of this year many state funds have grown. This year, Senator Bradford authored 19 bills, 12 that reached the Governor's desk, and all 12 were signed by the Governor. He summarized some of those bills. Regarding issues that affect Lawndale, there is a grant of \$5 million for community colleges that serve the residents of Lawndale to help students who were previously incarcerated to gain career skills. The Governor also signed a measure to ensure that every corporate board in the state of California has at least one woman on the board. California passed an aggressive net neutrality bill, and also passed a measure ending cash bail and instead individuals will be assessed based on their risk factor. AB 987 provides for a new arena for the Los Angeles Clippers in Inglewood, but the funds will be used to benefit the surrounding areas as well, including Lawndale. Another measure allows consumers to take product home from a brew pub, and the measure also allows brew pub companies to donate product for the benefit of non-profits, which they were not allowed to do before. The Family Electric Rate Assistance (FERA) program measure also passed, which provides an 18% discount on electricity rates for individuals below the poverty line. Last, Senator Bradford discussed SB 1361, a banking institution transparency bill that requires updates be presented to the Legislature regarding fines and penalties assessed against banks.

The Council did not have any questions concerning the legislative update and Mayor Pullen-Miles thanked Senator Bradford for advocating on the community's behalf in Sacramento.

- D. **PUBLIC SAFETY REPORT** – Captain April L. Tardy summarized recent law enforcement activities.

E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

- Lyda Truick, Acting Manager of Lawndale Library, announced the Reading Buddies program on Tuesdays from 4:00 to 6:00. Smarty Pants Storytime will be held on Wednesday only this week at 11:00. Baby Storytime on Thursday was cancelled for this week only. Parent-Child Workshops are scheduled on Fridays for the upcoming weeks. There are two volunteer opportunities at the Library: 1) the Ocean-friendly Garden is in disrepair and needs gardening help, and 2) the Veterans Connect Program needs volunteers to come work with the vets one-on-one; training is provided.
- Randall Abram, Lawndale resident, sent an e-mail to City Manager Mandoki with a list of short-term rentals in the City. One of the negative impacts on the City of short-term rentals is that they further impact parking. At the last City Council meeting, there was discussion of requesting a parking district. Mr. Abram noted that the process for doing so is very cumbersome. He also stated that when dedicated parking spots were painted on his street, they actually lost spots. If the parking district were to go into effect, there are likely not enough spots for the number of homes on the block. He requested that landlords be required to provide parking for each unit they rent.
- Pam London, Lawndale resident, questioned why there are two animal control officers when there is very little animal control work to be done, while the City also has two code enforcement officers who are overwhelmed and the code violation cases are not making it to court in a timely fashion. She pointed out that when the City made a push to get pet owners to license their pets, they did not use the animal control officers but rather hired an outside vendor to do the work. She believes penalties for failing to license a pet need to be increased.
- Kaleb Hafner, Lawndale resident, was a former member of the Youth Advisory Committee, and he asked Mayor Pullen-Miles what the future of the Youth Advisory Committee will be.
- Gary White, Lawndale resident, followed up regarding the dog waste problem along the railroad tracks. He noted there was discussion of adding trash receptacles but so far none have been added. He agreed that parking in the City is a problem, and ended by pointing out the signs in the council chamber that say “No Food and Drinks,” yet the council members all had drinks.
- Chuck Rundle, Lawndale resident, thanked the Council for taking immediate care of any issues he brought in front of them in the past. He thanked them for the work they do for the City.

F. COMMENTS FROM COUNCIL – The City Council responded generally to the comments, but did not request placement of any issues on a future meeting agenda.

G. CONSENT CALENDAR

The consent calendar, agenda items 2 through 4, will be considered and acted upon under one motion unless a member removes individual items for further consideration or explanation.

Hawthorne Blvd. Specific Plan Amendment. (Recommendation: that the City Council read by title only, waive further reading, and adopt Ordinance No. 1147-18, amending the development standards for the General Commercial (GC) zone for the Hawthorne Boulevard Specific Plan (“HBSP”).

Accounts Payable Register. (Recommendation: that the City Council adopt Resolution No. CC-1810-039, authorizing the payment of certain claims and demands in the amount of \$184,027.85.)

Minutes of the Lawndale City Council Regular Meeting – September 17, 2018.

(Recommendation: that council approve.)

A motion by Councilmember Kearney to approve the consent calendar was seconded by Councilmember Suarez and carried by a vote of 5-0 following City Attorney Israel's reading of the title of Ordinance No. 1147-18.

H. ADMINISTRATION

Right-of-Way Use Agreement for City Owned Conduit Use – Sunesys. Director of Community Development Moore presented this item regarding an underground conduit line located between 154th and W. 165th Street, along Hawthorne Boulevard (approximately 3600 linear feet). Recently, it was discovered that payments were not being made to the City for use of the lines, and once the delinquent payments totaling \$23,716.14 were made, Community Development and the City Attorney's Office discussed putting a new agreement in place with Sunesys/Castle. The new agreement is a five-year term at a rate of \$3.50 per linear foot (up from \$0.40 per linear foot). This will give the City \$63,000 over the five-year lease term.

A motion by Mayor Pro Tem Reid to approve the item as recommended was seconded by Councilmember Kearney and carried by a vote of 5-0.

Community Benefit and Settlement Agreement – South Bay Galleria Mall Expansion Project. Director of Community Development Moore presented this item regarding the South Bay Galleria Mall and a 29.85-acre site located at the southwest corner of Artesia and Hawthorne Boulevard. The City of Lawndale has filed an appeal to the South Bay Galleria project, to be heard by the Redondo Beach City Council. The largest impact to Lawndale as a result of this project is the traffic. The project developer met with Community Development and the City Attorney's office to negotiate an agreement that covers: funds to improve roadways along pre-identified routes, a holiday traffic control program, and the scope of the roadway improvements. If the agreement is executed, the City will withdraw its appeal. The Mayor thanked Community Development and the City Attorney for drafting the agreement that allowed the City to obtain mitigation measures and funds.

A motion by Councilmember Osborne to approve the item as recommended was seconded by Mayor Pullen-Miles and carried by a vote of 5-0.

Selection of a City Council Subcommittee for the Development of a Request for Proposals for Municipal Solid Waste Disposal and Recycling Services. City Manager Mandoki presented this item regarding the current contract for waste disposal, which expires on December 31, 2019. Renegotiating the contract would likely entail significant increases due to changes in waste disposal programs and requirements. The City will send out RFPs to collect proposals from haulers and disposers under these new requirements. This item asks the Council to consider whether there should be a subcommittee to oversee this process, otherwise staff will take care of the project.

There was City Council consensus to start a subcommittee for the development of Requests for Proposal for waste disposal, and the Council assigned Pat Kearney and Daniel Reid as the subcommittee members.

A motion by Councilmember Kearney to approve the item as recommended was seconded by Mayor Pro Tem Reid and carried by a vote of 5-0.

I. CITY MANAGER'S REPORT

Discussion Regarding the Possible Renaming of a City Street to “Lawndale” – requested by Mayor Pullen-Miles. City Manager Steve Mandoki presented this item. This issue was looked at in 1995 and again in 2006 with no action taken. If the Council wishes to move forward, staff will look at options for location and any other directives from the Council. Further action would include notifying residents and businesses along the identified street, holding a public hearing for community reaction, updating maps, and working with the post office and other entities.

Councilmember Osborne strongly supports the idea, noting the every city in the South Bay has a street with the city’s name on it, and Lawndale has four streets named after other cities. He asks staff to consider a segment of 147th Street near Hawthorne because there are only four addresses and three street signs that would need to change. He also recommended possibly covering the costs for businesses to change any letterhead. He suggested the street segment be named “Lawndale Way.”

Councilmember Kearney suggested Del Oro, a small street with one resident. He also thinks 147th is a good option.

Mayor Pullen-Miles likes the suggestion of the segment of 147th because then drivers would see the sign from Hawthorne Blvd. Also, that segment is used during community events and would help brand the City.

Councilmember Suarez heard from a member of the community that Burin would be a good choice for renaming, and she suggested looking at both that option and 147th and then the Council could decide.

Mayor Pullen-Miles confirmed there was a consensus of the City Council members to investigate renaming a segment of 147th.

City Manager Mandoki said staff will prepare information and a timetable and bring it to a future meeting.

November Council Meeting Schedule. City Manager Steve Mandoki presented this item, noting that Thanksgiving falls on November 22, and the second City Council meeting of November will be on the 19th. He asks the Council if they would like to reschedule or cancel the meeting on November 19.

Mayor Pullen-Miles confirmed there was a consensus of the City Council members to cancel the November 19, 2018 City Council meeting.

J. ITEMS FROM COUNCILMEMBERS

Councilmember Report of Attendance at Meetings and/or Events – see below

Councilmember Kearny attended Joe Madrid’s mass, along with Mayor Pullen-Miles and Captain Dougherty.

Councilmember Suarez attended Clean-up Week and helped clean several streets.

Councilmember Osborne attended a Council of Governments meeting where the majority of cities intend to vote down the sanitation tax.

Mayor Pro Tem Reid attended the Contract Cities meeting, and went to the new LA Fire museum in the City of Bellflower.

Mayor Pullen-Miles met with Inglewood Mayor Butts, who is on the METRO Board, along with some residents of Lawndale, Redondo Beach, and Torrance. They spoke of concerns with the Green Line extension and brought up the issue of undergrounding. Mayor Garcetti, who is also on the METRO Board expressed interest in undergrounding as well. Director of Community Development Moore described the support for Lawndale from Mayor Garcetti and Mayor Butts regarding the Green Line expansion at the last Board meeting. Director Moore thinks the METRO Board will go the route of trenching, as a middle ground option. Director Moore will continue to watch this project closely. Councilmember Osborne noted that the trenching plan doesn't mitigate effects for residents on the southern part of the route. Mayor Pullen-Miles thanked the residents who turned out for that meeting, especially because it was during the work day.

City Manager Mandoki introduced Jonathan Wu, Interim Public Works Director.

K. CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation. The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), because there is a significant exposure to litigation in one case related to the BKK Class I Landfill.

Conference with Legal Counsel – Anticipated Litigation. - The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case against the City of Redondo Beach relating to the proposed expansion of the South Bay Galleria Mall.

Conference with Legal Counsel – Anticipated Litigation. The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation against Metro regarding the expansion of the green line.

Conference with Legal Counsel – Anticipated Litigation. The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), because there is a significant exposure to litigation in one case.

City Attorney Israel reported the City Council met in Closed Session to discuss the items listed on the Closed Session agenda. The City Council was updated on these items and there was no reportable action taken.

L. ADJOURNMENT – There being no further business to conduct, the Mayor adjourned the meeting at 8:01 p.m.

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, October 15, 2018, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

ATTEST:

Rhonda Hofmann Gorman, City Clerk

Approved: ____/____

DRAFT

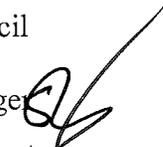


CITY OF LAWDALE

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

DATE: October 15, 2018

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Jonathan Wu, P.E., Interim Public Works Director/City Engineer 
Ken Louie, Finance Director 
Neema Ghanbari, Interim Assistant Engineer N.G.

SUBJECT: Burin House Project – Request authorization to reject all bids and direct staff to re-advertise the project. Amend the budget to add an additional \$50,572 of Bond Funds

BACKGROUND

Staff issued a Notice of Inviting Bids for the demolition and removal of the City's residential property located at 14720 Burin Avenue (Burin House) on August 13, 2018. The Project consist of removing its structure, constructing a masonry wall around the property perimeter and extending the existing Community Center parking lot. This was a requirement established during the development of the City's Community Center.

STAFF REVIEW

On September 27, 2018, two bids were received and opened in accordance with City bid procedures. One bid received is in the amount of \$122,065 and the second bid is in the amount of \$168,693. The lowest bid was 30% over the original engineers estimate.

Staff consulted with MBF, Inc., the design engineer, and it was recommended to adjust the estimate. The revised estimate is \$116,644.00, an increase of \$36,644. As a result, the revised budget is as followings:

| | |
|-------------------------------|------------------|
| • Construction cost | \$116,644 |
| • Contingency 10% | 11,665 |
| • Inspection Services | 12,000 |
| • Construction management | 8,000 |
| • <u>Geotechnical support</u> | <u>3,000</u> |
| Total | \$151,309 |

The anticipated project schedule is as follows:

- Authorization to Bid October 15, 2018
- Bid Opening November 13, 2018
- Award of Construction Contract December 3, 2018
- Start of Construction January 7, 2019
- Project Completion February 2019

LEGAL REVIEW

N/A

FISCAL IMPACT

The project is included in the current Capital Improvement Program with a budget of \$118,600. The current funding available for the construction of the Burin House Project is listed below:

| | |
|---|------------------|
| Total Project Budget | \$118,600 |
| Design Services | (16,538) |
| Environmental Report | (1,300) |
| Advertisement | <u>(25)</u> |
| Available Balance for Construction | \$100,737 |

The new engineer estimate requires an additional appropriation in the amount of \$50,572 in Bond funds which includes a 10% Contingency, Geotechnical Support, Inspection and Construction Management Services cost.

| | |
|------------------------|-----------------|
| Proposed appropriation | <u>\$50,572</u> |
| New Available Budget | \$151,309 |

RECOMMENDATION

Staff recommends that the City Council:

- Authorize staff to reject all bids and re-advertise the project with revised estimate.
- Appropriate \$50,572 from Bond Proceeds to the Burin House Project
- Reduce appropriation of \$50,572 from Street Improvement Project (Bond Funds)
- Appropriate \$50,572 from Measure M Fund for Street Improvements

Attachment: Notice Inviting Bids

CITY OF LAWNSDALE

NOTICE INVITING SEALED BIDS

FOR THE

**DEMOLITION OF THE BURIN HOUSE AND EXPANSION OF
THE COMMUNITY CENTER PARKING LOT**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the City Clerk, Lawndale City Hall, 14717 Burin Avenue, Lawndale, California, 90260, up to the hour of **10:00 a.m., Tuesday, November 13, 2018**, at which time they will be publicly opened and read aloud in the **City Council Chambers, City Hall, Lawndale, California**, for performing the following work:

**DEMOLITION OF THE BURIN HOUSE AND EXPANSION OF
THE COMMUNITY CENTER PARKING LOT**

All in accordance with the plans, specifications, and other contract documents on file in the Public Works Department of the City of Lawndale, California.

The words “**DEMOLITION OF THE BURIN HOUSE AND EXPANSION OF THE COMMUNITY CENTER PARKING LOT**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the City Clerk, City Hall, and Lawndale, California.

DESCRIPTION OF WORK: The work to be done by the Contractor under these Specifications shall consist of furnishing all materials, equipment, tools, labor and incidentals as required in the Plans, Specifications and Contract documents for said project. The work will take place at **14720 Burin Avenue, Lawndale, CA 90260**. Project includes securing the site with a 6-foot chain link fence throughout the project; utility coordination; abatement of lead-based and asbestos containing materials; disconnection and capping of all plumbing gas lines, waste and water piping, electrical wiring and all other utilities to the source; demolition of an approximately 20 feet by 70 feet one-story, wood-framed house, retaining wall along the south property line, and all appurtenances located in and on the lot, after all demolition, the lot surface shall be free of any and all appurtenances; construction of a concrete masonry unit (CMU) wall; and construction of a parking lot to expand the community center parking lot area. Asbestos and lead-based containing materials survey report is included in the Appendix.

THE ENGINEER’S ESTIMATE FOR THIS PROJECT IS: \$116,600



CITY OF LAWDALE

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

DATE: October 15, 2018

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

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

SUBJECT: APPROVAL THE TENTATIVE AGREEMENT BETWEEN THE CITY AND THE AMERICAN FEDERATION OF THE STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 36, LOCAL 1895 AGREEMENT

BACKGROUND

The existing Memorandum of Understanding (MOU) between the City and AFSCME Council 36, Local 1895, covered a three (3) year period of July 1, 2014 to June 30, 2017. Representatives of the City and AFSCME have been meeting and conferring for more than one year in good faith on a successor agreement on the terms and conditions of employment. The Tentative Agreement was ratified by AFSCME on October 9, 2018. If City Council adopts the Tentative Agreement, the parties shall jointly prepare a written successor MOU to replace and update the existing MOU and the Tentative Agreement. The existing MOU shall continue as modified by the terms of the Tentative Agreement and until superseded and replaced by the successor MOU to be jointly prepared by the parties and submitted to City Council for approval and adoption.

STAFF REVIEW

The Tentative Agreement has been modified to incorporate amendments to the existing the contract language to clarify agreed upon terms and conditions of employment and add new provisions in compliance with the Internal Revenue Service, California Government Code and California Public Records Act. With direction from the Mayor and City Council, the parties met several times during 2017 and 2018, reaching a “no new cost” agreement on the following terms:

- Term – Two (2) years covering the period July 1, 2017 to June 30, 2019
- Work Schedules: modify language to specify 9/80 alternative work schedule in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines
- Overtime: modify language to clarify overtime calculations based on hours actually worked (not including vacation, sick leave, jury duty, floating holiday, compensatory time off)
- Call Back Compensation: modify language to clarify call back pay for employees who are asked to return or report to work.

- Safety Shoes: add language to clarify City’s practice for safety boot voucher, not to exceed \$270 per year, for employees required to wear approved safety shoes to carry out the duties of their position.
- Vacation Benefit: modify language to clarify/ define “unusual or emergency conditions” when requesting to exchange accrued vacation for cash payment due to an emergency.
- Holiday Benefit: modify language to add Veteran’s Day as an observed holiday for the City; clarify holiday pay and floating holiday accruals; and add holiday pay for part-time employee who work on Thanksgiving Day and Independence Day.
- Jury Duty: modify language to clarify that employees will not receive additional compensation or overtime if they are called to jury duty beyond the 40 hours in a work week.
- Bereavement Leave: modify and clarify language to redefine immediate family members and remove language that provides bereavement leave for medical emergencies of family members.
- Administrative Leave: modify and changed Administrative Leave to Management Leave; and separate the floating holiday leave and management leave accrual caps.
- Sick Leave Cash Out: modified language for compliance with the Department of Treasury, Internal Revenue Service, requiring employees to agree to irrevocable election prior to election.
- Flexible Benefits: modify language to eliminate the cash out of the City’s Flexible Benefit Contribution for new employees hired after City Council adoption of successor MOU; modify language regarding allocation of flex benefits for deferred compensation; and add a reopener to meet and confer regarding any ruling or guidelines clarifying the amounts of cash in lieu allowable for “qualified” cafeteria plans.
- Senior Planner position: add the recent Council approved Senior Planner position to salary schedule for LPMME bargaining unit
- Recreation Leader I position: consolidate the part-time positions of Recreation Leader I and Recreation Leader II, to Recreation Leader having the current salary range for the Recreation Leader II position.
- Grievance Form: adoption of a formal Grievance Form for employee use.
- 4/10 Work Program and 9/80 Work Program: modify language to 4/10 Work Program to remove references to 9/80 Work Program; add separate 9/80 Work Program provision; and extend the 9/80 work schedule to other departments, Community Services Department and other departments as appropriate.
- AB 119 Provisions: Add language in compliance with AB 119, providing union access to new employee orientations; and create an employee form to track employee information and the non-disclosure of certain personal contact information.

- SB 866/ Janus Decision Provisions: modify and add language in compliance with SB 866 and US Supreme Court Decision (Janus v. AFSCME Council 31), eliminating agency shop and agency fees; requiring that the union be responsible for determining union membership; and indemnifying the City from any claims from employees regarding dues and deductions.

LEGAL REVIEW

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

FISCAL IMPACT

There are no additional costs associated with this agreement, as there are no increases in salary or benefits. The holiday pay for part-time employees have been included in the approved 2018/2019 Fiscal Year Budget for part-time salaries.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-1810-042, approving the Tentative Agreement Between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36,

Attachments: Resolution No. CC-1810-042 – City of Lawndale and AFSCME Tentative Agreement

RESOLUTION NO. CC-1810-042

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
ADOPTING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF LAWDALE
AND 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 ("MOU") between the City and AFSCME had an effective date of July 1, 2014, and expired on June 30, 2017; and

WHEREAS, representatives of the City and representatives of AFSCME have been meeting and conferring for more than one year in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505, and

WHEREAS, on October 9, 2018, members of AFSCME ratified the Tentative Agreement for the period of July 1, 2017, through June 30, 2019 pursuant to the Meyers-Milias-Brown Act ("MMBA")(Gov't Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."; and

WHEREAS, pursuant to Government Code section 3505.1, the attached Tentative Agreement is jointly presented by the parties for approval and adoption by the City Council. If the City Council adopts the Tentative Agreement, the parties shall jointly prepare a written successor MOU to replace the existing MOU and the Tentative Agreement. The existing MOU shall continue as modified by the terms of the Tentative Agreement and until superseded and replaced by the successor MOU to be jointly prepared by the parties and submitted to City Council for approval and adoption.

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

SECTION 1. That the City Council hereby approves the Tentative Agreement between the City of Lawndale and the Council 36, Local 1895, American Federation of State, County and Municipal Employees, AFL-CIO for the period of July 1, 2017 – June 30, 2019, a fully executed copy of which is attached hereto and by this reference made a part hereof.

PASSED, APPROVED AND ADOPTED this 15th day of October, 2018.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1810-042 at a regular meeting of said Council held on the 15th day of October, 2018, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



**TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per California Government Code Section 3505.1
Between the City of Lawndale and the American Federation Of State, County, And
Municipal Employees Union, Council 36, Local 1895**

The previous Memorandum of Understanding (“MOU”) between the City of Lawndale (“City”) and the American Federation Of State, County, And Municipal Employees Union, Council 36, Local 1895, (“Union” or “AFSCME”) representing the Lawndale Classified Employees Unit and Lawndale Professional/Mid-Manager Employees Units expired on June 30, 2017 (“AFSCME MOU 2014-17”). (Attachment 1.) The City and Union representatives began negotiating in June 2017 regarding a successor AFSCME MOU. The parties recently reached a tentative agreement on the terms for a successor AFSCME MOU, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties’ labor representatives. This Tentative Agreement was ratified by the Union on October 9, 2018. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Lawndale City Council per California Government Code Section 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

All terms and conditions of the prior AFSCME MOU 2014-17 shall be maintained unless expressly modified or changed herein until the successor AFSCME MOU is accepted, approved and adopted by City Council, which shall then supersede and replace this Tentative Agreement.

1. Term: Modify Article 22: Two (2) year term covering the period July 1, 2017 to June 30, 2019 to be effective upon City Council approval of a successor MOU.

2. Salary: Update Article 7:
 FY 2017-18: No COLA/salary adjustment.
 FY 2018-19: No COLA/salary adjustment.

3. Employee Organization Rights: Article 4 - shall be retitled EMPLOYEE DEDUCTIONS AND ORGANIZATIONAL RIGHTS and the Sections thereunder modified as follows:

Section 04.01 DUES DEDUCTION. *[Replace existing Provision in its entirety with the following:]*

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.

[Move existing Section 04.02 to Section 4.04 and add new Section 4.02 as follows]

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.

[Move existing Section 04.03 and Renumber to 4.04 and add new Section 4.03 as follows]

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.

[Replace existing Section 04.02 Indemnification of City with the following as renumber Section 4.04 as follows and renumber remaining Sections accordingly:]

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 04.06 AGENCY SHOP. City agrees with AFSCME to delete this existing Section in its entirety.

[Add new Section 4.08 to address AB 119 compliance requirements for exclusive labor representative access to newly-hired employees during "new employee orientations," and expanded access to employee contact information.]

Section 4.08 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 2 hereto for agreed upon form.]

4. Work Schedules:

[Article 7 - Wage and Salary Policy, Section 07.18: Work Schedules shall be modified to specify the 9/80 alternative work schedule. City shall maintain 9/80 work schedule for Public Works Employees.]

For all employees covered by this MOU, 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 alternative work schedules, including a standard 5/40 (5 days/40 hours) schedule, a 9/80 (9 days/80 hours) schedule, and a temporary 4/10 (4 days/40 hours) work schedule, which remains under review. These work schedules shall be subject to change upon the required meet and confer between the parties. The specific components of the 4/10 work schedule are set forth in Attachment "C" hereto.

~~For purposes of the~~ 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 their *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 7:30 ~~6:30~~ a.m. to 4:30 ~~3:00~~ p.m. on Friday (with ~~one hour~~ *thirty (30) minutes* for lunch) shall have a workweek which shall begin at ~~11:30~~ *10:30:00* a.m. on Fridays and end at ~~11:29~~ *10:29:59* a.m. on the following Friday.

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

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

5. Overtime: Article 8- Other Wage and Hourly Benefits, Section 8.01: Overtime Worked shall be modified to clarify FLSA overtime calculations, which are based on hours actually worked. This section would clarify that overtime is paid based on regular rate of pay. Language has been added to require employees to report overtime worked and that supervisors may not permit 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 08.01 OVERTIME WORKED. All time worked by a represented unit member beyond *his/her regular work day or beyond the fourth forty (40) hours in his/her regular 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 ~~hourly rate of base salary~~ *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 08.03 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 either standby or 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 day shift, and having left his/her work location is called back to duty. 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.

6. Boot Vouchers: Article 11- Uniforms shall be modified to add Section 11.02 as follows:

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.

7. Vacation Benefit: Modify Article 12 – Vacation Benefit, Section 12.04 – Use of Vacation to define “unusual or emergency conditions” as follows:

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 two (2) 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, in order to meet unusual an unforeseeable financial or emergency conditions 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.

8. Holiday Benefit: Article 13: Holiday Benefit, Section 13.01 – Holiday Dates shall be modified to add Veterans Day effective calendar year 2018; Section 13.02- Holidays Worked shall be modified to include Thanksgiving Day and Independence Day for part-time employees; and add Section 13.07 – Holiday Pay and Section 13.08- Floating Holiday Accrual as follows:

Section 13.01 HOLIDAY DATES. All full-time represented unit members covered by the terms of this Agreement shall have the following legal holidays effective upon City Council approval of a successor MOU or Tentative Agreement, whichever is earlier:

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

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 effective upon City Council approval of a successor MOU or Tentative Agreement, whichever is earlier.

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

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

Section 13.08 FLOATING HOLIDAY ACCRUAL. Employees are encouraged to use floating holidays in the same calendar year in which they are accrued. Floating holidays shall accrue to a maximum of 48 hours and may only be cashed out upon separation (no cash out allowed prior to separation). Any employee over the 48 hour maximum at the time of the City Council's approval of the Tentative Agreement shall keep those hours banked and will not accrue any more hours until the banked hours fall below the maximum.

9. Jury Duty: Section 14.05 - Jury Duty shall be modified as follows to reflect that employees will not receive additional compensation or overtime if they are called to civic duty beyond the 40 hours in a work week:

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.

10. Bereavement Leave: Section 14.07- Emergency/ Bereavement Leave shall be modified as follows to redefine immediate family members and remove language that provides bereavement leave for medical emergencies of family members:

Section 14.07 ~~EMERGENCY/BEREAVEMENT LEAVE.~~ On the death of ~~serious medical emergency~~ 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 ~~or other relative living in the same~~

household, such employee shall be granted ~~emergency~~/bereavement leave of up to forty (40) hours.

The City Manager may permit such employee to use paid ~~emergency~~/bereavement leave for *other relative living in the same household* ~~an individual who is not included in the above definition of immediate family.~~ The City Manger's decision regarding any request submitted under this paragraph shall not be subject to the grievance or appeal procedures contained in the City's Personnel Rules and Regulations or in this Agreement.

11. Administrative Leave:

Section 14.08 shall be modified from Administrative Leave to Management Leave and floating holiday leave and management leave accrual caps separated as follows.

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

Employees hired during the fiscal year period shall have ~~administrative~~ *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 ~~two hundred (200)~~ *one hundred fifty two (152)* hours of ~~combined administrative and floating holiday leave time.~~ Affected Employees may cash out up to forty (40) hours of leave time per fiscal year, ~~in effect, reducing the balance of their leave time. Cash out may occur once during a given fiscal year with reasonable notice.~~

12. Sick Leave: Section 15.04 shall be modified as follows:

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** Cash-out request must be made in writing using the form provided by the Human **Resources** resources Department and must be received by Human Resources no later than December **15th** (~~November 30? TBD~~) of the calendar year prior to the calendar year in which the employee wish to convert such sick leave.
2. **All Sick sick leave conversion** cash-out elections are irrevocable **and cannot be changed or amended** unless rescinded **and received** in writing ~~to~~ **by** Human Resources **by no later than** December **15th**. (~~November 30? TBD~~) **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 cash-out **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. Sick leave hour cash-outs will be paid out using the base salary in the year of the cash out. The cash out payment will be made no later than the pay period after the requested number of hours has been accrued. Until the elected number of cash-out hours have been accrued and cashed out, any sick leave hours taken by the employee will reduce sick leave hours accrued in prior years. Payments for accrued sick leave conversion to cash shall be made on the first regular payroll in September **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 ~~on August 1~~ by December 15th of the calendar year prior to the conversion each year.
8. Employees hired prior to the City Council's adoption of either an executed successor MOU tentative agreement or the successor MOU, whichever is earlier, shall continue to participate in this benefit as long as there is available funding. Employees hired after City Council's adoption of either an executed successor MOU tentative agreement or the successor MOU, whichever is earlier, shall not be eligible for this sick leave conversion benefit.

13. Flexible Benefits: Section 16.02, subsection a, shall delete the option for *new* employees to opt out of the City Flexible Benefit Contribution and instead receive cash in lieu as follows:

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

- a. The Flexible Benefit Contribution per month per full time employee shall be One Thousand Eighty Dollars and Thirty-six Cents (\$1,080.36). Employees hired prior to or on the date of City Council approval and adoption of this successor MOU or Tentative Agreement regarding same or June 30, 2018, whichever is later, who do not take medical, dental or vision insurance through the program offered by the City shall receive the cash equivalent to the Flexible Benefit Contribution in lieu of the flexible benefits contribution. As a condition of receiving such amount, the employee must provide evidence, satisfactory to the City, that he/she has medical insurance coverage comparable to coverage available through the City program. Employees hired after the City Council approval and adoption of this successor MOU or Tentative Agreement regarding same or June 30, 2018, whichever is later, shall not receive cash in lieu of medical, dental or vision insurance.
- b. The Flexible Benefits Contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. Employees may allocate any remaining amount of their flexible benefits among the following City sponsored programs:
 1. Dependent Insurance
 2. Additional Life Insurance
 3. ~~Deferred Compensation~~

3. Section 125 Program- Flexible Spending Account

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

14. Senior Planner position:

In MOU Attachment A, the previously approved Senior Planner position shall be added to salary schedule for LPMME bargaining unit.

15. Recreation Leader I position wages:

In MOU Attachment B, the part-time positions of Recreation Leader I and Recreation Leader II are consolidated with the position having the current salary range for the Recreation Leader II position.

16. Grievance Form:

The parties have adopted a formal Grievance Form for use by employees. See Attachment 3 hereto.

17. 4/10 Work Program (MOU Attachment C) and 9/80 Work Program (MOU Attachment D):

4/10 Work Program (MOU Attachment C) to be modified to remove references to 9/80 schedule and allowance of other full-time staff to work an alternative work schedule, to include Community Services Department and other departments as appropriate. A new Attachment D is agreed to below upon setting forth the components of the 9/80 schedule.

MODIFIED MOU ATTACHMENT "C"
4/10 Work Schedule

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

- Workdays -Monday through Thursday; Closed every Friday.
- Standard Hours: 7:00 a.m. to 6:00 p.m.
- One-(1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks which cannot be combined with each other or with the lunch period to extend either the break or the lunch period.
- The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods. ~~For those unit employees not on a 9/80 work schedule, the seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by management. For those unit employees that are currently assigned to work a 9/80, the work schedule shall be defined (for FLSA purposes) as beginning four (4) hours into their shift on their alternating regular day off. For example, a unit employee working a 9/80 work schedule whose regular day off is Friday, and who works a schedule from 7:30 a.m. to 4:30 p.m. on Friday (with one [1] hour for lunch) shall have a workweek which shall begin at 11:30 a.m. on Fridays and end at 11:29 a.m. on the following Friday.~~
- ~~*Public Works Department:* Public Works Maintenance Workers shall work a 9/80 work schedule, with hours to be 6:00 a.m. to 3:30 p.m. Monday Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with ½ hour unpaid lunch). A part-time Maintenance Worker shall conduct graffiti removal on weekends.~~
- ~~All employees working a 9/80 work schedule shall accrue leave time in nine hour increments for the following types of leave: all City holidays, floating holiday, sick leave, and vacation leave.~~
- ~~Observance of Holidays (9/80): If a City holiday falls on a Saturday, the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, the proceeding Thursday is observed as a paid holiday. If a City holiday falls on a Saturday during the week of an off-Friday, an employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, that day shall be given as the holiday.~~
- Municipal Services Department: Code Enforcement, Parking and Animal Control services provide coverage 7 days per week, with full-time employees working staggered 4 day weeks (some with flexed hours) and part-time employees working primarily, weekends and hours outside the 7 a.m. to 6 p.m. standard day. Additional flex scheduling may be needed to accommodate supervision of shifts, and will be determined by the department director.

The department director to provide a detailed schedule.

- Community Services *Department*: senior nutrition, exercise, senior dial-a-ride and meals-on-wheels services continue coverage 5 days per week. Parks *programs* will continue to be open 7 days per week, staffed by *both full-time and* part-time employees, *working various work schedules* with Supervisor on-call. *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. [TA 2017-09-11]
- 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 ~~07.17~~ 07.18 above, at which point, overtime will be all hours worked in excess of forty (40) hours in a week.
- ~~Vacation is earned in 10-hour increments (except as outlined in Section 12.02).~~
- Sick Leave is earned in 10-hour increments.
- If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
- Employees on the 4/10 schedule shall have the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- Unlike those employees on a 5/40 schedule or 9/80 schedule, employees on the 4/10 schedule do not receive as a holiday the Friday after Thanksgiving and the current single Floating Holiday are eliminated from the City holiday schedule (see attached schedule of City holidays) as set forth in Section 13.01.
- Observance of Holidays: If a City holiday falls on a Friday, the preceding Thursday is *observed* as a paid holiday. If a City holiday falls on a Sunday, the following Monday is observed as a paid holiday.
- Holidays are earned/accrued in 10-hour increments.
- If a City holiday falls on a regularly scheduled day off for an employee working a "staggered" 4/10 schedule only, and that holiday is not observed as a paid holiday Monday through Thursday, then he or she is credited with a Floater floating holiday.
- Use of ~~Floater~~ floating holidays are is subject to the approval of the department director and to be coordinated within each department to ensure adequate staffing at all times.
- ~~The number of New Floating Holidays (Floaters) varies annually as employees are credited with a floating holiday when an observed City holiday falls on a Saturday and/or when~~

~~Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day falls on a regularly scheduled day off.~~

- 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.

NEW MOU 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:

| | <u>Friday</u> | <u>Saturday</u> | <u>Sunday</u> | <u>Monday</u> | <u>Tuesday</u> | <u>Wednesday</u> | <u>Thursday</u> | <u>Friday</u> | |
|-------------|----------------|-----------------|---------------|---------------|----------------|------------------|-----------------|----------------|----------------|
| <u>Wk 1</u> | <u>OFF</u> | <u>OFF</u> | <u>OFF</u> | <u>9 hrs.</u> | <u>9 hrs.</u> | <u>9 hrs.</u> | <u>9 hrs.</u> | <u>*4 hrs.</u> | <u>40 hrs.</u> |
| <u>Wk 2</u> | <u>*4 hrs.</u> | <u>OFF</u> | <u>OFF</u> | <u>9 hrs.</u> | <u>9 hrs.</u> | <u>9 hrs.</u> | <u>9 hrs.</u> | <u>OFF</u> | <u>40 hrs.</u> |

*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. ~~Vacation~~, Sick leave and holidays are earned in 9 hour increments.
6. Observance of Holidays: If a City holiday falls on a Saturday, then the proceeding Friday is observed as a paid holiday. If a City holiday falls on a Sunday, then the following Monday is observed as a paid holiday. If a City holiday falls on an off-Friday, then the proceeding Thursday is generally observed as a paid holiday.
7. If a City holiday falls on a regularly scheduled day off, and that holiday is not observed on an employee's regular workday, then the employee shall be credited with a floating holiday. (For example, for a 9/80 employee, if a City holiday falls on a Saturday during the week of an off-Friday, then the employee shall be credited with a floating holiday. If a City holiday falls on a Friday that is worked, then that day shall be given as the holiday.
8. Overtime will be all hours worked in excess of employee's regular work day or beyond forty (40) hours in the workweek, in compliance with Section 08.01. Time shall be reported to Payroll based on the regular two-week pay period. Overtime worked will be reported in the pay period in which it is worked.
9. If a Lawndale Classified Employee Unit member's regular work schedule is between 6:00 p.m. and 6:00 a.m., then he/she is eligible for shift differential pay to be paid in addition to the regular salary at a rate of 5% of the regular hourly rate for those hours worked between these hours.
10. Standard hours for Public Works Maintenance Workers shall work a 9/80 work schedule, with hours to be 6:00 a.m. to 3:30 p.m. Monday – Thursday, and 6:30 AM – 3:00 PM on alternating Fridays (with ½ hour unpaid lunch). A part-time Maintenance Worker shall conduct graffiti removal on weekends.

[SIGNATURES ON NEXT PAGE]

AFSCME LOCAL 1895, AFL-CIO

Aaron Pearl, Lead Negotiator

Jamie Rodriguez, President

Jack Martin, Vice President

Leticia Crise, Bargaining Committee

Wayne Schaller, Bargaining Committee

CITY OF LAWNSDALE

Steve Mandoki, City Manager

Raylette Felton, Director of Human Resources

Colin J. Tanner, Chief Negotiator

Tentative Agreement Attachments:

1. AFSCME MOU 2014-2017
2. Union Employee Information Form
3. Formal Grievance Form



CITY OF LAWDALE

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

DATE: October 15, 2018
TO: Honorable Mayor and City Council
FROM: Stephen N. Mandoki, City Manager 
PREPARED BY: Raylette Felton, Assistant to the City Manager/ HR Director 
SUBJECT: **RESOLUTION TO APPROVE AND ADOPT AN UPDATED CITY-WIDE SALARY/ PAY SCHEDULE**

BACKGROUND

In compliance with California Code of Regulations (CCR) Title 2, Section 570.5 and its amendments, staff is recommending the approval of an updated City-wide Salary/ Pay Schedule.

STAFF REVIEW

In July 2016, Council approved Resolution CC-1607-044 adopting a City-wide Salary/ Pay Schedule, which consolidated all position titles and pay rates/ranges for each bargaining unit, unrepresented employee groups and the City Manager into one document for fiscal years 2014-2017. In order to maintain compliance, it is important to update the pay/ salary schedule to reflect the City Council approved positions and/or pay rate changes made since the adoption of Resolution CC-1607-044.

The following is a summary of the position changes approved by City Council during FY 2017/2018 and FY 2018/2019:

| Position Title | Minimum Salary | Maximum Salary | Type of Change |
|------------------------|----------------|----------------|---|
| Transit Operator (PT) | \$20.88 hour | \$25.38 hour | Effective March 2017, added part-time position to hourly part-time schedule |
| Senior Planner (FT) | \$7,047 month | \$8,566 month | Effective July 2017, adopted resolution CC-10-7033 creating new classification assigned to the Management Group |
| Recreation Leader (PT) | \$11.17 hour | \$13.58 hour | Pending approval of Tentative Agreement between City of Lawndale and AFSCME, consolidated Recreation Leader I and Recreation Leader II position to Recreation Leader (effective October 15, 2018) |

City Council continues to approve any and all salary and benefit changes and/or adjustments for all City positions. Any future adjustments or changes would trigger an amendment to the City-wide Salary/Pay Schedule for City Council review and consideration.

LEGAL REVIEW

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

FUNDING

There is no fiscal impact associated with the adoption of the City-wide Salary/ Pay Schedule.

RECOMMENDATION

Staff recommends that the City Council approve and adopt Resolution No. CC-1810-043, updating the City of Lawndale City-wide Salary/ Pay Schedule for all approved positions.

Attachment: Resolution No. CC-1810-043 - A Resolution of the City Council of the City of Lawndale, California Approving and Adopt an Updated City-wide Salary and Pay Schedule

RESOLUTION NO. CC-1810-043

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING AND UPDATING THE PUBLICLY AVAILABLE CITY-WIDE
SALARY AND PAY SCHEDULE AS REQUIRED BY CALPERS**

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-1607-044, adopting a publicly available pay schedule for the period covering 2014 through 2017; and

WHEREAS, the City Council of the City now desires to update the pay schedule in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5 effective upon the City Council’s adoption of the 2017-2019 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 the 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 15th day of October, 2018.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)

County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1810-043 at a regular meeting of said Council held on the 15th day of October, 2018, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

Exhibit "A"

CITY OF LAWNSDALE CITY-WIDE SALARY/ PAY SCHEDULE



CITY OF LAWDALE
2017-2019 CITY-WIDE SALARY SCHEDULE

| PART-TIME EMPLOYEES HOURLY | | | | | | | | | | | | |
|--|------------|-------|--------|---------|--------|---------|--------|---------|--------|---------|--------|---------|
| POSITION | Unit | Range | Step A | | Step B | | Step C | | Step D | | Step E | |
| | | | Hourly | Hourly | Hourly | Hourly | Hourly | Hourly | Hourly | Hourly | | |
| Recreation Leader (eff. 11/5/18) | AFSCME- PT | | 11.17 | | 11.72 | | 12.31 | | 12.93 | | 13.58 | |
| Senior Recreation Leader | AFSCME- PT | | 12.97 | | 13.62 | | 14.30 | | 15.01 | | 15.76 | |
| Delivery Worker | AFSCME- PT | | 14.17 | | 14.88 | | 15.63 | | 16.41 | | 17.23 | |
| Office Assistant | AFSCME- PT | | 17.52 | | 18.40 | | 19.31 | | 20.28 | | 21.29 | |
| CATV Production Assistant | AFSCME- PT | | 19.30 | | 20.26 | | 21.28 | | 22.34 | | 23.45 | |
| Maintenance Worker I | AFSCME- PT | | 19.30 | | 20.26 | | 21.28 | | 22.34 | | 23.45 | |
| Municipal Services Officer I | AFSCME- PT | | 19.30 | | 20.26 | | 21.28 | | 22.34 | | 23.45 | |
| Municipal Services Officer II | AFSCME- PT | | 21.41 | | 22.47 | | 23.61 | | 24.78 | | 26.02 | |
| CATV Production Assistant II | AFSCME- PT | | 20.28 | | 21.30 | | 22.36 | | 23.48 | | 24.66 | |
| Transit Operator (eff. 3/6/17) | AFSCME- PT | | 20.88 | | 21.93 | | 23.02 | | 24.17 | | 25.38 | |
| Emergency Preparedness Coordinator | AFSCME- PT | | 22.43 | | 23.56 | | 24.74 | | 25.98 | | 27.27 | |
| Code Enforcement Officer I | AFSCME- PT | | 27.36 | | 28.73 | | 30.16 | | 31.67 | | 33.25 | |
| Associate Planner | AFSCME- PT | | 35.44 | | 37.21 | | 39.08 | | 41.02 | | 43.07 | |
| AFSCME CLASSIFIED UNIT | | | | | | | | | | | | |
| POSITION | Unit | Range | Step A | | Step B | | Step C | | Step D | | Step E | |
| | | | Mon | Annual |
| Senior Nutrition Specialist | AFSCME- CL | 85 | 2,247 | 26,964 | 2,361 | 28,332 | 2,477 | 29,724 | 2,602 | 31,224 | 2,733 | 32,796 |
| Office /Personnel Assistant | AFSCME- CL | 115 | 3,285 | 39,416 | 3,448 | 41,381 | 3,620 | 43,445 | 3,802 | 45,621 | 3,992 | 47,907 |
| Maintenance Worker I | AFSCME- CL | 125 | 3,619 | 43,433 | 3,801 | 45,608 | 3,990 | 47,883 | 4,190 | 50,280 | 4,399 | 52,790 |
| Municipal Services Officer I | AFSCME- CL | 125 | 3,619 | 43,433 | 3,801 | 45,608 | 3,990 | 47,883 | 4,190 | 50,280 | 4,399 | 52,790 |
| Transit Operator | AFSCME- CL | 125 | 3,619 | 43,433 | 3,801 | 45,608 | 3,990 | 47,883 | 4,190 | 50,280 | 4,399 | 52,790 |
| Accounting Specialist | AFSCME- CL | 135 | 4,014 | 48,167 | 4,215 | 50,577 | 4,425 | 53,099 | 4,646 | 55,756 | 4,879 | 58,549 |
| Maintenance Worker II | AFSCME- CL | 135 | 4,014 | 48,167 | 4,215 | 50,577 | 4,425 | 53,099 | 4,646 | 55,756 | 4,879 | 58,549 |
| Municipal Services Officer II | AFSCME- CL | 135 | 4,014 | 48,167 | 4,215 | 50,577 | 4,425 | 53,099 | 4,646 | 55,756 | 4,879 | 58,549 |
| Accounting / Payroll Specialist | AFSCME- CL | 140 | 4,201 | 50,416 | 4,411 | 52,938 | 4,632 | 55,583 | 4,864 | 58,364 | 5,107 | 61,281 |
| Admin Assistant II | AFSCME- CL | 140 | 4,201 | 50,416 | 4,411 | 52,938 | 4,632 | 55,583 | 4,864 | 58,364 | 5,107 | 61,281 |
| Building Permit Specialist | AFSCME- CL | 140 | 4,201 | 50,416 | 4,411 | 52,938 | 4,632 | 55,583 | 4,864 | 58,364 | 5,107 | 61,281 |
| Assistant Public Works Inspector | AFSCME- CL | 145 | 4,426 | 53,111 | 4,647 | 55,768 | 4,880 | 58,562 | 5,124 | 61,491 | 5,381 | 64,569 |
| Community Services Coordinator | AFSCME- CL | 145 | 4,426 | 53,111 | 4,647 | 55,768 | 4,880 | 58,562 | 5,124 | 61,491 | 5,381 | 64,569 |
| Maintenance Worker III | AFSCME- CL | 145 | 4,426 | 53,111 | 4,647 | 55,768 | 4,880 | 58,562 | 5,124 | 61,491 | 5,381 | 64,569 |
| Recreation Coordinator | AFSCME- CL | 145 | 4,426 | 53,111 | 4,647 | 55,768 | 4,880 | 58,562 | 5,124 | 61,491 | 5,381 | 64,569 |
| Executive Assistant | AFSCME- CL | 155 | 4,875 | 58,500 | 5,119 | 61,429 | 5,376 | 64,507 | 5,643 | 67,720 | 5,926 | 71,107 |
| Public Works Inspector | AFSCME- CL | 155 | 4,875 | 58,500 | 5,119 | 61,429 | 5,376 | 64,507 | 5,643 | 67,720 | 5,926 | 71,107 |
| Engineering Technician | AFSCME- CL | 160 | 5,128 | 61,540 | 5,385 | 64,618 | 5,654 | 67,844 | 5,937 | 71,243 | 6,234 | 74,803 |
| Code Enforcement Officer I | AFSCME- CL | 160 | 5,128 | 61,540 | 5,385 | 64,618 | 5,654 | 67,844 | 5,937 | 71,243 | 6,234 | 74,803 |
| Code Enforcement Officer II | AFSCME- CL | 165 | 5,408 | 64,890 | 5,678 | 68,141 | 5,963 | 71,552 | 6,260 | 75,124 | 6,573 | 78,882 |
| AFSCME MID-MANAGEMENT UNIT | | | | | | | | | | | | |
| POSITION | Unit | Range | Step A | | Step B | | Step C | | Step D | | Step E | |
| | | | Mon | Annual |
| Deputy City Clerk | AFSCME- MM | 160 | 5,128 | 61,540 | 5,385 | 64,618 | 5,654 | 67,844 | 5,937 | 71,243 | 6,234 | 74,803 |
| Administrative Analyst | AFSCME- MM | 165 | 5,408 | 64,890 | 5,678 | 68,141 | 5,963 | 71,552 | 6,260 | 75,124 | 6,573 | 78,882 |
| Assistant Planner | AFSCME- MM | 165 | 5,408 | 64,890 | 5,678 | 68,141 | 5,963 | 71,552 | 6,260 | 75,124 | 6,573 | 78,882 |
| Grant/Economic Dev Coordinator | AFSCME- MM | 169 | 5,604 | 67,251 | 5,884 | 70,613 | 6,178 | 74,135 | 6,487 | 77,843 | 6,811 | 81,737 |
| Community Services Supervisor | AFSCME- MM | 170 | 5,670 | 68,042 | 5,954 | 71,453 | 6,252 | 75,025 | 6,564 | 78,770 | 6,893 | 82,713 |
| Assistant Engineer | AFSCME- MM | 173 | 5,831 | 69,970 | 6,122 | 73,468 | 6,429 | 77,151 | 6,751 | 81,007 | 7,087 | 85,049 |
| Municipal Services Supervisor | AFSCME- MM | 175 | 5,949 | 71,391 | 6,247 | 74,963 | 6,559 | 78,708 | 6,887 | 82,639 | 7,231 | 86,767 |
| Maintenance Supervisor | AFSCME- MM | 180 | 6,269 | 75,223 | 6,582 | 78,980 | 6,911 | 82,936 | 7,256 | 87,076 | 7,619 | 91,427 |
| Associate Planner | AFSCME- MM | 185 | 6,572 | 78,869 | 6,901 | 82,812 | 7,246 | 86,953 | 7,609 | 91,303 | 7,989 | 95,864 |
| Associate Engineer | AFSCME- MM | 190 | 6,909 | 82,911 | 7,254 | 87,051 | 7,617 | 91,402 | 7,998 | 95,975 | 8,398 | 100,771 |
| Cable Television Supervisor | AFSCME- MM | 190 | 6,909 | 82,911 | 7,254 | 87,051 | 7,617 | 91,402 | 7,998 | 95,975 | 8,398 | 100,771 |
| Senior Planner (eff. 7/17/17 - RESO- CC1707033) | AFSCME- MM | 192 | 7,047 | 84,564 | 7,400 | 88,800 | 7,770 | 93,240 | 8,158 | 97,896 | 8,566 | 102,792 |
| Accounting Manager | AFSCME- MM | 196 | 7,333 | 87,991 | 7,699 | 92,391 | 8,083 | 97,001 | 8,488 | 101,859 | 8,913 | 106,951 |
| Community Development Manager | AFSCME- MM | 203 | 7,861 | 94,332 | 8,253 | 99,041 | 8,666 | 103,997 | 9,100 | 109,201 | 9,554 | 114,651 |
| Community Services Manager | AFSCME- MM | 210 | 8,559 | 102,712 | 8,987 | 107,841 | 9,437 | 113,242 | 9,909 | 118,903 | 10,404 | 124,848 |
| Municipal Services Manager | AFSCME- MM | 210 | 8,559 | 102,712 | 8,987 | 107,841 | 9,437 | 113,242 | 9,909 | 118,903 | 10,404 | 124,848 |
| City Engineer | AFSCME- MM | 219 | 9,217 | 110,610 | 9,678 | 116,135 | 10,162 | 121,944 | 10,670 | 128,037 | 11,203 | 134,440 |
| CENTRAL MANAGEMENT EMPLOYEES (EXECUTIVE) | | | | | | | | | | | | |
| POSITION | Unit | Range | Step A | | Step B | | Step C | | Step D | | Step E | |
| | | | Mon | Annual |
| Assistant City Clerk | CMT | | 8,559 | 102,708 | 8,987 | 107,844 | 9,437 | 113,244 | 9,909 | 118,908 | 10,404 | 124,848 |
| Assistant to the City Manager/HR Director | CMT | | 8,559 | 102,708 | 8,987 | 107,844 | 9,437 | 113,244 | 9,909 | 118,908 | 10,404 | 124,848 |
| Director of Community Services | CMT | | 8,559 | 102,708 | 8,987 | 107,844 | 9,437 | 113,244 | 9,909 | 118,908 | 10,404 | 124,848 |
| Director of Municipal Services | CMT | | 8,559 | 102,708 | 8,987 | 107,844 | 9,437 | 113,244 | 9,909 | 118,908 | 10,404 | 124,848 |
| Director of Community Development | CMT | | 9,909 | 118,908 | 10,405 | 124,860 | 10,925 | 131,100 | 11,471 | 137,652 | 12,044 | 144,528 |
| Director of Finance/City Treasurer | CMT | | 10,922 | 131,064 | 11,468 | 137,616 | 12,041 | 144,492 | 12,643 | 151,716 | 13,275 | 159,300 |
| Director of Public Works | CMT | | 9,909 | 118,908 | 10,405 | 124,860 | 10,925 | 131,100 | 11,471 | 137,652 | 12,044 | 144,528 |
| Director of Finance/City Treasurer (eff. 1/1/19) | CMT | | 9,909 | 118,908 | 10,405 | 124,860 | 10,925 | 131,100 | 11,471 | 137,652 | 12,044 | 144,528 |
| City Manager | | | | | | | | | | | | Annual |
| | | | | | | | | | | | | 196,442 |

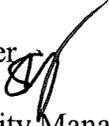


CITY OF LAWNDALE

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

DATE: October 15, 2018

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

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

SUBJECT: **RESOLUTION APPROVING THE ADOPTION OF THE CITY'S
UPDATED SECTION 125 CAFETERIA PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION IN COMPLIANCE WITH INTERNAL
REVENUE CODE**

BACKGROUND

The City of Lawndale has offered its employees a Flexible Benefits/ Cafeteria Plan which includes health benefits since 1999. Internal Revenue Code Section 125 requires that an employer must have an approved written Plan Document that describes all benefits and establishes rules for eligibility and elections in order to offer pre-tax benefits. The City must now update its Plan Document in order to meet current legal standards.

STAFF REVIEW

Following contract negotiations with employee bargaining groups in 1997-1998, the City authorized staff to implement a Flexible Benefits/ Cafeteria Plan in compliance with Section 125 of the Internal Revenue Code (IRS) regulations. Section 125 of the Internal Revenue Code authorizes employers to offer employees benefits (medical, dental, vision, supplemental life insurance) on a pre-tax basis. An employer's benefit plan that offers benefits on a pre-tax basis is referred to as a "Section 125 Plan" or a "Cafeteria Plan" (due to the fact that the employee can select from among different benefit options, including some pre-tax). A Section 125 Cafeteria Plan is the only means by which an employer can offer its employees an opportunity to receive qualified benefits on a pretax basis.

Under Section 125, the City is required to have a written Plan Document and Summary Plan Description, which outlines the provisions of the Flexible Benefit/ Cafeteria plan, participation, plan details, general provisions, cobra continuation, and applicable notices. The City has offered a Flexible Benefits/ Cafeteria Plan consisting of various health and medical benefits for many years. In January 1999, City staff executed a plan document that has not been updated since its execution. As such, it is necessary to update the Flexible Benefit/ Cafeteria Plan Document and establish a Summary Plan Description.

In order to comply with current legal requirements, the proposed Resolution No. CC-1810-044, provides for City Council's authorization of the restated Flexible Benefit/ Cafeteria Plan Document, authorizes the City Manager, or designee, to automatically update the Plan Document and the Summary Plan Description to incorporate benefit changes as required by the IRS.

LEGAL REVIEW

The City Attorney's Office reviewed the resolution and approves it as to form.

FISCAL IMPACT

The adoption of the proposed resolution and plan documents will have no fiscal impact on the City's adopted budget. The adoption of the resolution will ensure the City's continued compliance with Section 125 of the Internal Revenue Code.

RECOMMENDATION

Lawndale City Council adopt Resolution No. CC-1810-044, approving and updating the City's Flexible Benefits/ Cafeteria Plan Document and Summary Plan Description and authorize the City Manager, or designee, to automatically update the Plan as necessary, in compliance with Internal Revenue Code Section 125.

Attachments: Resolution No. CC-1810-044
 Exhibit A - Flexible Benefits/ Cafeteria Plan Document
 Exhibit B - Summary Plan Description

RESOLUTION NO. CC-1810-044

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING AN UPDATED SECTION 125 FLEXIBLE BENEFIT PLAN
DOCUMENT (PD) AND SUMMARY PLAN DESCRIPTION (SPD)**

WHEREAS, the City of Lawndale (“City”) has offered its employees a Flexible Benefits/ Cafeteria Plan for employee benefits since 1999; and

WHEREAS, Section 125 of the Internal Revenue Code (IRS) Cafeteria Plan is the only means by which an employer can offer its employees certain pre-tax benefits; and

WHEREAS, the City desires to update and restate the City of Lawndale’s Flexible Benefits/ Cafeteria Plan (“Plan”) in compliance with IRS legal requirements.

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

SECTION 1. The City hereby adopts the updated Flexible Benefits/ Cafeteria Plan, effective upon adoption. This Flexible Benefits/ Cafeteria Plan supersedes the City’s existing Flexible Benefits/ Cafeteria Plan. A copy of the updated City’s Flexible Benefits Plan Document is attached hereto as Exhibit “A”. A copy of the City’s Summary Plan Description is attached hereto as Exhibit “B”.

SECTION 2. The Council hereby authorizes the City Manager, or his or her designee, to execute the Flexible Benefits/ Cafeteria Plan Documents and Summary Plan Description on behalf of the City, along with any future amendments to the plan documents.

SECTION 3. That the undersigned further certifies that the documents attached hereto as Exhibit A and B, respectively, are true copies of the City of Lawndale’s Flexible Benefits Plan Document as updated and restated, and Summary Plan Description approved and adopted herewith.

PASSED, APPROVED AND ADOPTED this 15th day of October, 2018.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1810-044 at a regular meeting of said Council held on the 15th day of October, 2018, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

EXHIBIT A

**CITY OF LAWNSDALE'S
FLEXIBLE BENEFITS PLAN DOCUMENT
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
WAGWORKS INC**

**CITY OF LAWDALE
FLEXIBLE BENEFITS PLAN DOCUMENT**

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**CITY OF LAWDALE
FLEXIBLE BENEFITS PLAN**

INTRODUCTION

The Employer has amended this Plan effective January 1, 2018, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on April 1, 1998. The Plan shall be known as City of Lawndale Flexible Benefits Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means April 1, 1998.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Lawndale and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.16 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.17 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 "Spouse" means spouse as determined under Federal law.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the month coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 90 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits

under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used for any Benefit under the Plan equal to \$1080.36 per Participant each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, then the Employer Contribution shall be distributed in cash to the Participant.

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

**ARTICLE IV
BENEFITS**

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Employer Contributions and Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit
- (5) Cancer Insurance Benefit
- (6) Vision Insurance Benefit
- (7) Accidental Death and Dismemberment Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 CANCER INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

4.7 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.8 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment policies for use in providing this accidental death and dismemberment insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

4.9 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

**ARTICLE V
PARTICIPANT ELECTIONS**

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

- (a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any

similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

(1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

- (1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

- (a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.
- (b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:
 - (1) one of the 5 highest paid officers;
 - (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
 - (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- (c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2550.

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the limit above applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical

Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;

- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

- (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.

- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such

as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(f) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited and returned to the Employer following a reasonable time after the date any such payment first became due.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI
MISCELLANEOUS**

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of California.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Public Health Service Act as amended by the Consolidated Omnibus Budget Reconciliation Act of 1985 (i.e., 42 U.S.C. sections 300bb-1 through 300bb-8) becomes unavailable, each Participant will be entitled to continuation

coverage as prescribed in the Consolidated Omnibus Budget Reconciliation Act of 1985, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

- (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (e) **Certification.** The Employer must provide certification to the Plan that it agrees to:
- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
 - (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
 - (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
 - (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of Lawndale

By _____
EMPLOYER

EXHIBIT B

**CITY OF LAWDALE
FLEXIBLE BENEFITS PLAN
SUMMARY PLAN DESCRIPTION**

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**XI
SUMMARY**

**CITY OF LAWDALE
FLEXIBLE BENEFITS PLAN**

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description ("SPD"). We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

Once you have met the eligibility requirements, your entry date will be the first day of the month coinciding with or following the date you met the eligibility requirements.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

**II
OPERATION**

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. How much will the Employer contribute each year?

We will contribute an amount equal to \$1080.36 for you each year. This contribution can be used for any benefit in the Plan and will be made on a pro rata basis during the year.

3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) by the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer.

4. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

You may revoke your coverage under the employer's group health plan outside of our open enrollment period, if your employment status changes from working at least 30 hours per week to less than 30 hours. This is regardless of whether the reduction in hours has resulted in loss of eligibility. You must show intent to enroll in another health plan.

You may also revoke your coverage under our Employer sponsored group health plan if you are eligible to obtain coverage through the health exchanges.

7. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV BENEFITS

1. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$2550. This includes salary reductions and employer contributions.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

2. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

3. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Cancer insurance premiums.
- Vision insurance premiums.
- Accidental death and dismemberment insurance premiums.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account or Dependent Care Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "Grace Period." The "Grace Period" extends 2 1/2 months after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account or Dependent Care Flexible Spending Account.

Any monies left at the end of the Plan Year and the Grace Period will be forfeited. Obviously, qualifying expenses that you incur late in the Plan Year or during the Grace Period for which you seek reimbursement after the end of such Plan Year and Grace Period will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred prior to your date of termination from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and Employer contributions will be made on your behalf after you terminate. You must submit claims within 90 days after termination.

(c) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection and Employer contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**VI
HIGHLY COMPENSATED**

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the highly compensated employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees will apply. You will be notified of these limitations if you are affected.

**VII
PLAN ACCOUNTING**

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

**VIII
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Lawndale Flexible Benefits Plan is the name of the Plan.

The provisions of your amended Plan become effective on October 15, 2018. Your Plan was originally effective on April 1, 1998.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Lawndale
14717 Burin Ave.
Lawndale, California 90260
95-6006363

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

City of Lawndale
14717 Burin Ave.
Lawndale, California 90260
310-973-3200

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:
City of Lawndale
14717 Burin Ave.
Lawndale, California 90260

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

WageWorks, Inc.
P.O. Box 14053
Lexington, KY 40512

**IX
ADDITIONAL PLAN INFORMATION**

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 90 days after your termination of employment. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Dependent Care Flexible Spending Account claims within 90 days after your termination of employment. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

**X
CONTINUATION COVERAGE RIGHTS UNDER COBRA**

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

(a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

(a) The death of a covered Employee.

(b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.

(c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

(d) A covered Employee's enrollment in any part of the Medicare program.

(e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase

in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see medicare.gov/sign-up-change-plan.
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a

second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Lawndale
Human Resources Department
14717 Burin Ave.
Lawndale, California 90260

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include a **copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
 - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
 - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36

months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**XI
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.



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

DATE: October 15, 2018
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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



CITY OF LAWDALE
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DATE: October 15, 2018
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
SUBJECT: Conference with Labor Negotiator

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