CITY OF LAWNDALE
AGENDA OF THE LAWNDALE
CITY COUNCIL REGULAR MEETING

Monday, July 21, 2025, 6:30 PM
Council Chambers
14717 Burin Ave
Lawndale, CA 90260

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

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

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

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

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff's Department Update

2. Los Angeles County Fire Department Update

D. PRESENTATIONS

3. Proclamation - Parks and Recreation Month - July 2025

— Presentation of Proclamation to the Community Services Department proclaiming July 2025 as Parks and Recreation Month.

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 4 through 8 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

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

— Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.

5. Accounts Payable Register

— Recommendation: that City Council adopts Resolution No. CC-2507-034 authorizing the payment of certain claims and demands in the amount of $2,359,643.69.

6. Minutes of the Lawndale City Council Regular Meeting - June 16, 2025

— Recommendation: that the City Council approve the minutes.

7. Approval of an Agreement with the City of Gardena for the Elder Nutrition Program

— Recommendation: that the City Council approve the Contract Services Agreement for Elderly Nutrition Program Services agreement between the City of Lawndale and the City of Gardena for a term beginning Monday, July 1, 2025, through June 30, 2026.

8. US Bank Agreement

— Recommendation: that the City Council authorize the City Manager to enter into the custody agreement with US Bank National Association.

H. ADMINISTRATION

9. Designation of Voting Delegate & Alternate(s) to the 2025 League of California Cities Conference

— Recommendation: that the City Council 1.) Select a Voting Delegate and Voting Alternate(s) to represent the City at the 2025 League of California Cities Annual Conference; 2.) Direct staff in the City Clerk Department to forward the appropriate formal minute action of such designation to the League of California Cities and the City Manager Department; 3.) Determine if additional Council Members will attend the conference, if yes; 4.) Direct the Finance Director/City Treasurer to identify and appropriate the additional funding required, and make the appropriate transfer of funds to the City Council Travel/Meetings Fund No. 100-110-510.620; and 5.) Direct staff in the City Manager's Department to make the appropriate reservations for the approved travel.

10. Agreement for CDBG Administration Assistance, Implementation and Labor Compliance (FY 2025-2026)

— Recommendation: that the City Council approve the professional services agreement with Michael Baker International Inc. for the Community Development Block Grant Administration and Labor Compliance Services for FY 2025-2026.

11. Request to Renew Contract with SPCA for Kenneling and Animal Care Services

— Recommendation: that the City Council approve the request to renew the contract with the Society for the Prevention of Cruelty to Animals for Kenneling and Animal Care Services at the total annual cost of $169,200 for fiscal year 2025/26.

12. Request to Renew Contract with Southwest Patrol for Fiscal Year 2025/26

— Recommendation: that the City Council approve the request to renew the contract with Southwest Patrol for fiscal year 2025/26, which will include 112 guard hours per week and provide the City armed guard coverage 16 hours per day, every day of the year for a total of $340,494.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

13. Report of Attendance at Meetings

K. ADJOURNMENT

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

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

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on {{dateOnly}}, was posted no less than 72 hours prior to the meeting.

/s/ Yvette Palomo
Yvette Palomo, Assistant City Clerk

Date Posted: July 17, 2025

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Los Angeles County Sheriff's Department Update**

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

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Los Angeles County Fire Department Update**

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

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: **Proclamation - Parks and Recreation Month - July 2025**

BACKGROUND

Presentation of Proclamation to the Community Services Department proclaiming the month of July 2025 as Parks and Recreation Month.

Attachments

Attachment A_Parks Make Life Better Proclamation.pdf

ATTACHMENT A

Presentation

July 21, 2025

City Council Meeting

Proclamation
Parks Make Life Better! Month
July 2025

Presented To
Community Services Director Jason Minter
Representing the
Community Services Department

July is celebrated across the nation as Parks and Recreation Month.

The California Parks and Recreation Society has released a statewide public awareness campaign titled "Parks Make Life Better!® to inform the public of the many benefits of utilizing parks, facilities, programs and services for health, wellness, and the development of all Californian's.

Parks and Recreation plays a significant role in communities by enhancing quality of life, providing open space for people to engage in recreational activities, and opportunities to gather and interact with others in a social setting.

The Community Services Department plays an essential role in the administration and organization of opportunities for the Lawndale community to enjoy open space and city facilities where youth, adults, and seniors can be active and participate in recreational activities.

I would like to invite the Community Services Director, Jason Minter, to the podium to receive this proclamation as we proclaim the month of July as **Parks Make Life Better!® Month** and **recognize the Community Services Department staff** who utilize their skills, talent and creativity to provide recreation and social opportunities to our community throughout the year.

City of Lawndale Proclamation

Parks Make Life Better!™

July 2025

WHEREAS, July is celebrated across the nation as Parks and Recreation Month; and

WHEREAS, Parks and recreation activities promotes physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity, encouraging others to gather and interact; and

WHEREAS, Parks and recreation creates memorable experiences through youth activities, teen centers, senior activity centers, adult fitness and enrichment programs, community events, and beyond; and

WHEREAS, Parks, recreational facilities, and open space play a significant role in enhancing the quality of life in communities, including adding value to homes and neighborhoods; and

WHEREAS, Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation supports communities by making life better through recreational and outdoor opportunities; and

WHEREAS, The California Park & Recreation Society has released a statewide public awareness campaign, **"Parks Make Life Better"** to inform citizens of the many benefits of utilizing parks, facilities, programs, and services; and

WHEREAS, The City of Lawndale encourages all residents to be active and healthy, utilize parks and amenities, and participate in recreational activities; and

WHEREAS, The Lawndale City Council recognizes the important contributions of the City's Community Services Department in providing for and planning recreational opportunities for the community, including youth, adults, and seniors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lawndale, California does hereby recognize the importance of access to local parks, trails, open space, and recreational facilities and declares the month of **July 2025** as **"Parks Make Life Better!®" Month,** recognizing the important contributions of our City's Community Services Department in providing those services.

Proclaimed this 21st Day of July 2025

Mayor Robert Pullen-Miles

Mayor Pro Tem Pat Kearney

Councilmember Bernadette Suarez

Councilmember Sirley Cuevas

Councilmember Francisco M. Talavera

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

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

RECOMMENDATION

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

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: **Accounts Payable Register**

RECOMMENDATION

Staff recommends that City Council adopts Resolution No. CC-2507-034 authorizing the payment of certain claims and demands in the amount of $2,359,643.69.

Attachments

A. CC-2507-034- AP Resolution - July 21, 2025.pdf

ATTACHMENT A

RESOLUTION NO. CC-2507-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $2,359,643.69

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

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

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

SECTION 3. That the claims and demands paid by check numbers 207672 through 207875 for the aggregate total of $2,359,643.69 are hereby authorized.

Effective Date: July 21st, 2025

Approved by:

Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 21st day of July 2025.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2507-034 at a regular meeting of said Council held on the 21st day of July 2025, 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					
Bernadette Suarez					
Sirley Cuevas					
Francisco M. Talavera					

_____

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

	Check Number		
Check Date	Beginning	Ending	Aggregate Total
6/12/2025	207672	207706	173,838.66
6/18/2025	207707	207725	68,871.75
6/26/2025	207726	207767	634,430.50
7/2/2025	207768	207800	354,291.02
7/2/2025	207801	207811	812,688.41
7/10/2025	207812	207859	148,245.29
7/10/2025	207860	207875	167,278.06
	Total Checks		**2,359,643.69**

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
	Total ACH Payments		**0.00**

Total Audited Claims and Demands Paid	**2,359,643.69**

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207672	06/12/2025	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,126.25
207673	06/12/2025	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CITY HALL& MSD - QUARTERLY	874.00
207674	06/12/2025	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	968.70
207675	06/12/2025	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS-	77.35
207676	06/12/2025	Printed		8597	JAIME AVILA	PLANNING DEPOSIT REFUND	2,477.75
207677	06/12/2025	Printed		8598	VICTORIA BALUYOT	4 FLOWER BOUQUETS -	110.50
207678	06/12/2025	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	4,635.00
207679	06/12/2025	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	JUNE 2025-INS PRE-TAX/POST TAX	3,295.06
207680	06/12/2025	Printed		0216	DELTA DENTAL	JUNE 2025 DENTAL PREMIUM	2,711.96
207681	06/12/2025	Printed		0389	DELTA DENTAL INSURANCE COMPANY	JUNE 2025 DENTAL PREMIUM	271.98
207682	06/12/2025	Printed		8250	EMCOR SERVICES MESA ENERGY	SERVICE CALL FOR BOILER - CSD	1,000.00
207683	06/12/2025	Printed		0441	GOLDEN STATE WATER CO.	ACCT#03759200003 REVISED	52,535.83
207684	06/12/2025	Printed		8150	HEALTH AND HUMAN RESOURCE	JUNE 2025 EMPLOYEE ASSIST	76.14
207685	06/12/2025	Printed		8549	JACKPOT TIRES AND BRAKES LLC	1 NEW TIRE - VEH#522	125.00
207686	06/12/2025	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES -	1,712.38
207687	06/12/2025	Printed		0380	PAT KEARNEY	MILEAGE REIMB.- BOARD MEETING	52.47
207688	06/12/2025	Printed		8138	ALDO LARA	VIDEO RECORDING - YOUTH DAY	8,500.00
207689	06/12/2025	Printed		8587	MALEINY'S UPHOLSTERY	100 CHAIRS -NEW PAD UPHOLSTERY	5,000.00
207690	06/12/2025	Printed		7733	MARIA'S GARDEN CENTER &	SMALL TREES FOR CITY PARKS &	6,364.80
207691	06/12/2025	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	665.81
207692	06/12/2025	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY COVERALL CHARGES	461.91
207693	06/12/2025	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - MAY 2025	501.00
207694	06/12/2025	Printed		7151	MICHAEL REYES	REIMB. FOR MACAROONS - 4	324.00
207695	06/12/2025	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	518.53
207696	06/12/2025	Printed		8599	RISING STARS ACADEMY	EVENT CANCELLED - FULL RENTAL/	547.00
207697	06/12/2025	Printed		7792	ADRIAN SANDOVAL	SHOP LOCAL HOME IMPROV. REBATE	500.00
207698	06/12/2025	Printed		8588	MARIANA SOTO	FATHER'S DAY SR. LUNCH - POLY.	300.00
207699	06/12/2025	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	17,962.21
207700	06/12/2025	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,721.74
207701	06/12/2025	Printed		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	52,072.53
207702	06/12/2025	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	2,133.21
207703	06/12/2025	Printed		0469	U.S. POSTAL SERVICE	MAILING- LAWNDALIAN	2,319.57
207704	06/12/2025	Printed		2883	UNDERGROUND SERVICE ALERT SC	MONTHLY MAINT. FEE	115.94
207705	06/12/2025	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM JUNE 2025	1,385.04
207706	06/12/2025	Printed		7147	WEST COAST FIRE PROTECTION	ANNUAL KITCHEN INSPECTION -CSD	395.00

Total Checks: 35 **Checks Total (excluding void checks): 173,838.66**

Total Payments: 35 **Bank Total (excluding void checks): 173,838.66**

Total Payments: 35 **Grand Total (excluding void checks): 173,838.66**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 06/17/2025
Time: 4:42 pm
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207707	06/18/2025	Printed		6369	AM-TEC TOTAL SECURITY INC.	REPLACED EOL RESISTOR	303.70
207708	06/18/2025	Printed		7719	ALFONSO BARRERA	CONS & DEMO DEPOSIT REFUND	4,760.00
207709	06/18/2025	Printed		0615	CLEANSTREET, LLC	STREET SWEEPING & DEBRIS	29,293.19
207710	06/18/2025	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING APPS(1)-	32.00
207711	06/18/2025	Printed		8250	EMCOR SERVICES MESA ENERGY	SERVICE CALL FOR BOILER - CSD	1,764.00
207712	06/18/2025	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	933.33
207713	06/18/2025	Printed		6051	INFANTE BROS LAWNMOWER SHOP	5 LANDSCAPE HATS - PWD	91.17
207714	06/18/2025	Printed		8518	PACIFIC TIRE OF LAWNDALE	TIRE REPAIR VEH#502 - PWD	20.00
207715	06/18/2025	Printed		4457	Q PRESS	LAWNDALIAN - SUMMER 2025	6,069.29
207716	06/18/2025	Printed		2193-A	SOUTH BAY FORD FLEET & TRUCKS	SERVICE FOR VEH# 521	111.11
207717	06/18/2025	Printed		6034	SOUTH COAST MECHANICAL LLC	CHILLER (HVAC) REPAIR - MSD	660.00
207718	06/18/2025	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - 1211-25 UNDER	825.94
207719	06/18/2025	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	9,400.00
207720	06/18/2025	Printed		6349	STEAMX, LLC	REPLACED HOSE FOR PRESSURE	217.08
207721	06/18/2025	Printed		8600	JUSTIN TIME	CONS & DEMO DEPOSIT REFUND	150.00
207722	06/18/2025	Printed		7821	TRENCH SHORING COMPANY	ASPHALT PATCH	937.50
207723	06/18/2025	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	7,837.25
207724	06/18/2025	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONE SERVICE/ SIM	4,924.22
207725	06/18/2025	Printed		0480	VISTA PAINT	TRAFFIC PAINT & SUPPLIES	541.97
			Total Checks: 19			**Checks Total (excluding void checks):**	**68,871.75**
			Total Payments: 19			**Bank Total (excluding void checks):**	**68,871.75**
			Total Payments: 19			**Grand Total (excluding void checks):**	**68,871.75**

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207726	06/26/2025	Printed		8596	ABSOULUTE	MUSIC FESTIVAL - BAND	2,000.00
207727	06/26/2025	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	16,370.59
207728	06/26/2025	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CSD 3RD FLOOR KITCHEN MONTHLY	134.00
207729	06/26/2025	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	1,869.42
207730	06/26/2025	Printed		6093	BILLY MITCHELL PTA	SHOW WAGON TRAILER	500.00
207731	06/26/2025	Printed		8328	BOA ARCHITECTURE	LAWNDALE YOUTH CTR -	74,470.00
207732	06/26/2025	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	1,925.00
207733	06/26/2025	Printed		0182	CITY OF LAWNDALE PETTY CASH	PETTY CASH REIMBURSEMENT	487.06
207734	06/26/2025	Printed		8210	DATA CENTER WAREHOUSE LLC	VIDEO CONFERENCE CAMERA -	862.29
207735	06/26/2025	Printed		8307	DEVELOPERS GENERAL CONTRACTING	CITY HALL & PW IMPROV. PROJECT	228,999.29
207736	06/26/2025	Printed		8316	DIAMOND ENVIRONMENTAL SERVICES	EVENT BARRICADES -	820.00
207737	06/26/2025	Printed		8607	VUUYEN DULDULAO	FACILITY DEPOSIT REFUND	750.00
207738	06/26/2025	Printed		8176	ELYSIAN ARTS AND EVENTS, LLC	INSTRUCTOR FEES- DANCE CLASSES	2,946.00
207739	06/26/2025	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	1,357.72
207740	06/26/2025	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	26,855.06
207741	06/26/2025	Printed		8609	SHAREBA HOWARD	FACILITY DEPOSIT REFUND	250.00
207742	06/26/2025	Printed		8610	LARONDA HUNTER	FACILITY DEPOSIT REFUND	1,000.00
207743	06/26/2025	Printed		4702	ICMA MEMBERSHIP RENEWALS	2025/26 MEMBERSHIP DUES	1,200.00
207744	06/26/2025	Printed		8244	J & E ASPHALT MAINTENANCE, INC	FY 2023/24 CITYWIDE SIGN	176,814.00
207745	06/26/2025	Printed		8608	STACI JACKSON	FACILITY DEPOSITE REFUND	788.00
207746	06/26/2025	Printed		8572	JCA WINDOW CLEANING LLC	WINDOW CLEANING - INTERIOR &	5,120.00
207747	06/26/2025	Printed		0321	LEAGUE OF CALIFORNIA CITIES	2025/26 LA COUNTY DIV. DUES	1,186.50
207748	06/26/2025	Printed		8587	MALEINY'S UPHOLSTERY	100 CHAIRS -NEW PAD UPHOLSTERY	5,000.00
207749	06/26/2025	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	35,973.88
207750	06/26/2025	Printed		8594	STEVEN MELMET	MUSIC FESTIVAL- BAND	1,750.00
207751	06/26/2025	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	203.72
207752	06/26/2025	Printed		4931	PERRY MAILING SERVICES INC.	MAILING SVCS - LAWNDALIAN	923.43
207753	06/26/2025	Printed		8611	MILA QUINTEROS	FACILITY DEPOSIT REFUND	250.00
207754	06/26/2025	Printed		8098	REECE PLUMBING	TOILET SEAT - RULDOLPH PARK	30.18
207755	06/26/2025	Printed		8606	GABRIEL RODRIGUEZ	FACILITY DEPOSIT REFUND	250.00
207756	06/26/2025	Printed		0435	SOUTH BAY CITIES COUNCIL	2025/26 MEMBERSHIP DUES	20,284.00
207757	06/26/2025	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	8,450.00
207758	06/26/2025	Printed		1782	FRANCISCO M TALAVERA	PLANNING DEPOSIT REFUND	1,346.75
207759	06/26/2025	Printed		1782	FRANCISCO M TALAVERA	MILEAGE & PARKING REIMB. -	220.24
207760	06/26/2025	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - APR. 2025	444.00
207761	06/26/2025	Printed		3938	TRANSTECH ENGINEERS INC	PARCEL MAP REVIEW MAP 84458	2,141.60
207762	06/26/2025	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	3,218.48
207763	06/26/2025	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	2,158.04
207764	06/26/2025	Printed		3062A	UNITED RENTALS (N.A.) INC.	ELECTRIC SCISSOR LIFT RENTAL -	894.70
207765	06/26/2025	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.31
207766	06/26/2025	Printed		8595	GABRIEL VILLA	BAND PERFORMANCE -	3,000.00
207767	06/26/2025	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	1,083.24

City of Lawndale BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
			Total Checks: 42			**Checks Total (excluding void checks):**	**634,430.50**
			Total Payments: 42			**Bank Total (excluding void checks):**	**634,430.50**
			Total Payments: 42			**Grand Total (excluding void checks):**	**634,430.50**

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207768	07/02/2025	Printed		6369	AM-TEC TOTAL SECURITY INC.	REPAIR ALARM - CITY HALL	602.84
207769	07/02/2025	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	768.08
207770	07/02/2025	Printed		8591	CAL ELECTRICAL	REPLACE 36 RECESSED LED	8,150.00
207771	07/02/2025	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	4,815.00
207772	07/02/2025	Printed		8562	JENNIFER COLLINS	PRSSC MEETING STIPEND	150.00
207773	07/02/2025	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINT. -	12,182.20
207774	07/02/2025	Printed		8615	LAURA FETTIG	SHOP LOCAL HOME IMPROV. REBATE	400.00
207775	07/02/2025	Printed		8601	GENERAL TECHNOLOGIES	TRAFFIC CALMING & SAFETY STUDY	22,459.00
207776	07/02/2025	Printed		7802	HUDSON AUDIO WORKS, LLC	CONCERT SOUND PACKAGE -	3,710.00
207777	07/02/2025	Printed		8244	J & E ASPHALT MAINTENANCE, INC	FY 2023/24 CITYWIDE SIGN REPL.	64,710.50
207778	07/02/2025	Printed		8617	JERRY KING	STAGE DEPOSIT REFUND	1,000.00
207779	07/02/2025	Printed		8614	RAHEEL MAJID	SHOP LOCAL HOME IMPROV. REBATE	500.00
207780	07/02/2025	Printed		7940	MARIPOSA LANDSCAPES, INC	CITY PARKS IRRIGATION PROJ.-	211,024.94
207781	07/02/2025	Printed		8106	KENNETH MILLER	PRSSC MEETING STIPEND	150.00
207782	07/02/2025	Printed		8031	MOMAR, INC.	GRAFFITI REMOVAL SUPPLIES	1,079.93
207783	07/02/2025	Printed		8605	JUSTIN MOODY	SHOP LOCAL HOME IMPROV. REBATE	500.00
207784	07/02/2025	Printed		8613	ALMA J. CASTRO MORENO	PRSSC MEETING STIPEND	200.00
207785	07/02/2025	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL EXAM(1)	27.00
207786	07/02/2025	Printed		8619	PRIMO BRANDS	BOTTLE WATER SERVICE -	773.28
207787	07/02/2025	Printed		4457	Q PRESS	LAWNDALIAN - SUMMER 2025	27.00
207788	07/02/2025	Printed		8321	ROGERS ASSOCIATED STUDENT BODY	SHOW WAGON DEPOSIT REFUND	500.00
207789	07/02/2025	Printed		8616	YESICA SANDOVAL	SHOP LOCAL HOME IMPROV. REBATE	500.00
207790	07/02/2025	Printed		8577	SIGNVERTISE	SIGN REPAIR @ LAWNDALE SHERIFF	1,350.00
207791	07/02/2025	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	1,535.09
207792	07/02/2025	Printed		6238	SOUTHERN COMPUTER WAREHOUSE	SERVER POWER BACKUP -1500VA	784.56
207793	07/02/2025	Printed		8604	MEGAN STOCK	W. GREEN PARK DEPOSIT REFUND	50.00
207794	07/02/2025	Printed		5319A	THREE BROTHERS PARTY RENTALS	TABLES & CHAIRS -	221.00
207795	07/02/2025	Printed		8566	TOTAL BODY EXPERTS	1 ELIPTICAL TRAINER -	6,240.41
207796	07/02/2025	Printed		7821	TRENCH SHORING COMPANY	ASPHALT PATCH	937.50
207797	07/02/2025	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - SAN DIEGO	7,840.00
207798	07/02/2025	Printed		3062A	UNITED RENTALS (N.A.) INC.	SCISSOR LIFT RENTAL - CSD	752.69
207799	07/02/2025	Printed		8548	SONRISA WOOD	PRSSC MEETING STIPEND	250.00
207800	07/02/2025	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	100.00

Total Checks: 33 — **Checks Total (excluding void checks): 354,291.02**

Total Payments: 33 — **Bank Total (excluding void checks): 354,291.02**

Total Payments: 33 — **Grand Total (excluding void checks): 354,291.02**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 07/09/2025
Time: 8:39 am
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207801	07/02/2025	Reconciled		0158	CALIFORNIA JPIA	2025/26 ALL RISK PROPERTY INS.	108,149.00
207802	07/02/2025	Reconciled		0158	CALIFORNIA JPIA	2025/26 LIABILITY/WORKERS'	666,114.00
207803	07/02/2025	Printed		0149	CALIFORNIA PARKS & REC SOCIETY	25/26 MEMBERSHIP - J. MINTER	570.00
207804	07/02/2025	Reconciled		8618	TRACY CRAIG	MUSIC ENTERTAINER - JULY 4TH	450.00
207805	07/02/2025	Reconciled		7438	DEPARTMENT OF PUBLIC HEALTH	2025/26 PERMIT FEES - CSD -	342.50
207806	07/02/2025	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	255.07
207807	07/02/2025	Reconciled		7864	GOVERNMENTJOBS.COM, INC	INSIGHT ANNUAL SUBSCRIPTION	5,247.00
207808	07/02/2025	Printed		8384	PUBLIC AGENCY RISK MANAGEMENT	2025/26 MEMBERSHIP	300.00
207809	07/02/2025	Reconciled		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,760.84
207810	07/02/2025	Reconciled		7435	TRILLIUM SOLUTIONS INC	TRANSIT FEED (GTFS) ANNUAL	4,000.00
207811	07/02/2025	Reconciled		6865-EBP	US BANK PARS ACCT #6745051500	25/26 EXCESS BENEFIT PLAN	25,500.00
			Total Checks: 11			**Checks Total (excluding void checks):**	**812,688.41**
			Total Payments: 11			**Bank Total (excluding void checks):**	**812,688.41**
			Total Payments: 11			**Grand Total (excluding void checks):**	**812,688.41**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 07/09/2025
Time: 10:47 am
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207812	07/10/2025	Printed		8357	4LEAF INC.	CDD PERMIT TECHNICIAN SVCS -	10,080.00
207813	07/10/2025	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	1,682.84
207814	07/10/2025	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CSD 3RD FLOOR KITCHEN MONTHLY	134.00
207815	07/10/2025	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	907.83
207816	07/10/2025	Printed		8313	ARTLAB21 FOUNDATION	DONATION - COUNCILMEMBER	100.00
207817	07/10/2025	Printed		8622	THEODORE BENGE	SHOP LOCAL HOME IMPROV. REBATE	500.00
207818	07/10/2025	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,565.82
207819	07/10/2025	Printed		8319	C&S GARDEN CENTER	PLANTS - HAWTHORNE MEDIAN	953.34
207820	07/10/2025	Printed		8602	CALMATE YOGA LLC	INSTRUCTOR FEES - YOGA CLASSES	450.00
207821	07/10/2025	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	270.00
207822	07/10/2025	Printed		8624	EDGAR CORONADO	PLANNING DEPOSIT REFUND	908.25
207823	07/10/2025	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING & SAFETY SERVICES	73,523.99
207824	07/10/2025	Printed		8612	CR & A CUSTOM INC	PUBLIC ART PROJ. - WRAPPED 5	2,900.63
207825	07/10/2025	Printed		3886	SIRLEY CUEVAS	MILEAGE/MEAL REIMB. -	209.00
207826	07/10/2025	Printed		8639	DUOWEI PARTNERS LLC	PLANNING DEPOSIT REFUND	1,265.25
207827	07/10/2025	Printed		8250	EMCOR SERVICES MESA ENERGY	AC SERVICE CALL - CHAMBERS &	3,244.00
207828	07/10/2025	Printed		6420	FRIENDS OF THE LAWNDALE	DONATION - COUNCILMEMBER	100.00
207829	07/10/2025	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	179.69
207830	07/10/2025	Printed		1461	HOUSE OF YAHWEH	DONATION - COUNCILMEMBER	100.00
207831	07/10/2025	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES -	1,237.42
207832	07/10/2025	Printed		0761	LAWNDALE COUNCIL OF PTAS	DONATION - COUNCILMEMBER	100.00
207833	07/10/2025	Printed		1126	LAWNDALE LITTLE LEAGUE INC.	DONATION - COUNCILMEMBER	200.00
207834	07/10/2025	Printed		7801	IGNATIUS LIN	PLANNING COMMISSION STIPEND	150.00
207835	07/10/2025	Printed		8587	MALEINY'S UPHOLSTERY	46 CHAIRS -NEW PAD UPHOLSTERY	1,150.00
207836	07/10/2025	Printed		7733	MARIA'S GARDEN CENTER &	TREES FOR W. 172ND & 171ST	1,591.20
207837	07/10/2025	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	200.00
207838	07/10/2025	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING SERVICES -	2,137.50
207839	07/10/2025	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
207840	07/10/2025	Printed		8031	MOMAR, INC.	GRAFFITI REMOVAL SUPPLIES	533.46
207841	07/10/2025	Printed		8621	ANDREA NGAN	SHOP LOCAL HOME IMPROV. REBATE	500.00
207842	07/10/2025	Printed		8523	ALONSO ORTIZ	PLANNING DEPOSIT REFUND	2,264.27
207843	07/10/2025	Printed		8620	ANNETTE OWENS	SHOP LOCAL HOME IMPROV. REBATE	400.00
207844	07/10/2025	Printed		0326	LINDA D. PARSLEY	COFFEE MACHINE - CITY COUNCIL	154.70
207845	07/10/2025	Printed		8631	MARK PHILPOTT	PLANNING DEPOSIT REFUND	2,126.89
207846	07/10/2025	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	200.00
207847	07/10/2025	Printed		0411	ROBERT PULLEN-MILES	MEAL/PARKING REIMB. - CCCA	3.67
207848	07/10/2025	Printed		8098	REECE PLUMBING	PLUMBING PARTS - RUDOLPH PARK	399.80
207849	07/10/2025	Printed		6499	RJS CONSTRUCTION SUPPLIES	EARPLUG SAFETY GEAR - PW CREW	35.69
207850	07/10/2025	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	100.00
207851	07/10/2025	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - 1211-25 OVERLAY	1,647.05
207852	07/10/2025	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	13,700.00
207853	07/10/2025	Printed		6251	BERNADETTE SUAREZ	MILEAGE REIMB. - CCCA	189.00
207854	07/10/2025	Printed		1782	FRANCISCO M TALAVERA	REIMB. - SHIRTS & JACKETS	264.94

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207855	07/10/2025	Printed		8633	HIEP TRUONG	PLANNING DEPOSIT REFUND	579.21
207856	07/10/2025	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	6,251.01
207857	07/10/2025	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	150.00
207858	07/10/2025	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	188.38
207859	07/10/2025	Printed		7927	YOUNG EISNER SCHOLAR	DONATION - COUNCILMEMBER	100.00

Total Checks: 48 **Checks Total (excluding void checks): 148,245.29**

Total Payments: 48 **Bank Total (excluding void checks): 148,245.29**

Total Payments: 48 **Grand Total (excluding void checks): 148,245.29**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207860	07/10/2025	Printed		8625	ALVARADO RENOVATIONS	CONS & DEMO DEPOSIT REFUND	360.00
207861	07/10/2025	Printed		8630	ANACLETO BECERRA	CONS & DEMO DEPOSIT REFUND	270.00
207862	07/10/2025	Printed		8635	BONIFACIO BRAVO	CONS & DEMO DEPOSIT REFUND	180.00
207863	07/10/2025	Printed		8634	F3 BUILDING SERVICES INC.	CONS & DEMO DEPOSIT REFUND	255.00
207864	07/10/2025	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	193.84
207865	07/10/2025	Printed		8627	J. TAYLOR ROOFING INC.	CONS & DEMO DEPOSIT REFUND	744.00
207866	07/10/2025	Printed		8632	JEONG WOO LEE	CONS & DEMO DEPOSIT REFUND	210.00
207867	07/10/2025	Printed		8626	JONATHAN MASSEY	CONS & DEMO DEPOSIT REFUND	600.00
207868	07/10/2025	Printed		8629	MK BUILDERS	CONS & DEMO DEPOSIT REFUND	150.00
207869	07/10/2025	Printed		8628	DIANA NGUYEN	CONS & DEMO DEPOSIT REFUND	2,700.00
207870	07/10/2025	Printed		8623	ARACELI PADILLA	CONS & DEMO DEPOSIT REFUND	2,100.00
207871	07/10/2025	Printed		8636	GABRIELA REAL-OLMOS	CONS & DEMO DEPOSIT REFUND	195.00
207872	07/10/2025	Printed		8637	ALBERT TAN	CONS & DEMO DEPOSIT REFUND	270.00
207873	07/10/2025	Printed		6790	U.S. BANK-GLOBAL CORPORATE	LOAN # 02-029	104,545.61
207874	07/10/2025	Printed		6790	U.S. BANK-GLOBAL CORPORATE	LOAN # 04-090	54,024.61
207875	07/10/2025	Printed		8638	USA PRO ROOFING INC.	CONS & DEMO DEPOSIT REFUND	480.00
			Total Checks: 16			**Checks Total (excluding void checks):**	**167,278.06**
			Total Payments: 16			**Bank Total (excluding void checks):**	**167,278.06**
			Total Payments: 16			**Grand Total (excluding void checks):**	**167,278.06**

Council Meeting 7/21/2025

Details of US Bank Credit Card Charges & Petty Cash Expenses

Vendor# 3672-PWD

Date	Vendor	Description	Amount
4/21/2025	The Home Depot	Caution tape, heavy duty staples, zip ties, extension cord (supplies for the Parade)	246.14
4/25/2025	VIP Detail Services	Car wash for vehicle # 521	38.74
4/24/2025	The Home Depot	Gorilla glue, super glue, tinted safety glasses, impact resistant goggles, clear safety glasses, face shields, batteries,	238.02
4/29/2025	VIP Detail Services	Car wash for vehicle # 517	34.74
4/29/2025	Rexel	2 Recessed lights for the Community Center event room	132.60
4/29/2025	Smardan Supply Co	Supplies for a 3" main line repair at 15438 Hawthorne Blvd center median	363.88
5/1/2025	Target	Scrub Daddy sponges	15.89
4/30/2025	HomeDepot.com	Door latch for PWD door	20.98
5/1/2025	The Home Depot	Returned 1"X10 " PVC pipe	(8.57)
5/5/2025	Harbor Freight	Face shields & back brace for PWD crew	29.75
5/1/2025	The Home Depot	1"X10" PVC pipe	8.57
5/1/2025	The Home Depot	1" X10" PVC40 PE Pipe for irrigation repair at Hogan Park	14.06
5/5/2025	The Home Depot	Huskey 37 piece socket bit set	47.48
5/7/2025	O'Reilly	Mini bulbs for vehicle # 502 rear driver side tail light	15.46
5/7/2025	Costco Wholesale	Office supplies	32.79
5/8/2025	USPS	Mailed the polo samples back to Prudential	19.80
5/8/2025	Amazon	Cork board for Johnny	39.77
5/8/2025	AC PRO	HVAC filters or City Hall, MSD, PW, CSD	213.22
5/8/2025	AC PRO	HVAC filters or City Hall, MSD, PW, CSD	3.92
5/8/2025	RSD	HVAC filters for PW	166.16
5/7/2025	The Home Depot	LED tube light bulbs	48.42
5/7/2025	The Home Depot	LED tube light bulbs	24.27
5/9/2025	The Home Depot	Multi cleaner & chrome metal soap dispenser	40.60
5/14/2025	Rexel	Fluorescent lamp for CSD	113.26
5/15/2025	The Home Depot	Airwick	165.43
5/20/2025	RSD	HCAV filters for MSD	67.83
Check Date 6/12/2025; Check# 207702			**$ 2,133.21**

Vendor# 3672-CSD

Date	Vendor	Description	Amount
4/22/2025	Amazon	Senior Luncheon Mother's Day Decorations, Office batteries, Office Sanitizers, office rubber bands	81.63
4/22/2025	Costco	Senior Birthdays- Cakes	27.99
4/23/2025	4Imprint	Tshirts for Youth Advisory Committee members for Youth Day Parade	359.25
4/24/2025	Amazon	Glove dispenser and magazine holder for senior lunches	54.93
4/24/2025	LA Golf Cart Rentals	Golf Cart for Youth Day Parade staff use	706.18
4/24/2025	Costco	Granola and Water for Youth Day Parade Participants	193.44
4/25/2025	Office Depot	Clipboards and laminating sheets for Youth Day Parade use	141.41
4/26/2025	Corner Burger	Breakfast for Public Works staff working Youth Day Parade	202.16
4/25/2025	The Home Depot	Youth Day Parade Supplies	177.51
4/28/2025	Enterprise Rent A Car	Vehicle for Youth Day Parade - picked up by Claudia Lopez Gomez	177.40
4/28/2025	Enterprise Rent A Car	Vehicle for Youth Day Parade- picked up by Darrion Pratley	177.40
4/28/2025	Enterprise Rent A Car	Vehicle for Youth Day Parade - picked up by Jason Minter	177.40
4/28/2025	Enterprise Rent A Car	Vehicle for Youth Day Parade - picked up by Nathalie Fernandez	177.40
4/28/2025	Enterprise Rent A Car	Vehicle for Youth Day Parade - picked up by Reshonda Rhyne	177.40
4/28/2025	Enterprise Rent A Car	Vehicle for Youth Day Parade - picked up by Adrian Sandoval	177.40
4/30/2025	Enterprise Rent A Car	Vehicle for Youth Day Parade - picked up by Diane Vick	177.40
5/5/2025	Smart & Final	Senior Lunch Supplies	86.37
5/5/2025	Dollar Tree	Youth In Government Day supplies	12.43
5/5/2025	Costco	Cynthia (staff) Birtday Cake	17.99
5/5/2025	Costco	Youth In Government Day continental breakfast	248.78
5/6/2025	Smart & Final	Youth In Government Day breakfast supplies	99.03
5/6/2025	GiGis PizzA	Lunch for Youth in Government Day participants and staff	337.47
5/7/2025	Amazon	8 oz cups for Senior Lunch program	192.14
5/6/2025	Starbucks	Coffee for Youth in Government Day	22.00
5/8/2025	Amazon	x2 Door stoppers	40.59
5/8/2025	Everything Branded	Memorial Day cups for participants	987.26
5/9/2025	Target	Mother's Day Senior Luncheon raffle prizes	171.97
5/9/2025	Dollar Tree	Mother's Day Senior Luncheon supplies	59.32
5/9/2025	Amazon	Front desk office printer	208.85
5/9/2025	Amazon	front office supplies	41.06
5/9/2025	Amazon	podium for community services use	344.99
5/9/2025	Amazon	ping pong paddle set for community services use	53.01

5/11/2025	Amazon	podium accessories- microphone, stand, mount	36.34
5/11/2025	Amazon	foldable bulleting board for senior lunch program	109.28
5/8/2025	The Home Depot	supplies to repair chairs	43.95
5/14/2025	Flag Express	x4 Flag stands	518.13
5/15/2025	Boulevard Florist	Memorial Day wreath	403.05
5/16/2025	Amazon	Refund- foldable bulleting board for senior lunch program purchased 5/11/25	(109.28)
5/15/2025	Minuteman Press	Memorial Day Event programs printed	148.87
5/16/2025	Lightning Express	RAV-4 City Vehicle #511 car wash	9.00
5/19/2025	Smart & Final	Memorial Day Event coffee creamers	11.99
5/19/2025	Smart & Final	Senior lunch program supplies	304.08
5/19/2025	Dollar Tree	senior luncheon Father's Day decorations	9.67
5/19/2025	Dollar Tree	Father's Day Luncheon supplies for seniors	30.49
5/20/2025	Amazon	Senior lunch program bulleting board, folder, acrylic sign holders, push pins, pointer stick,	184.13
5/20/2025	Costco	Senior Birthday cakes	27.99
Check Date 6/18/2025; Check# 207723			**$ 7,837.25**

Vendor# 3672-MSD

Date	Vendor	Description	Amount
4/24/2025	Lighting Express	Car wash for msd fleet veh #520 emp 1561	9.00
4/30/2025	Lomita feed	US White pine feed for animal control	19.33
5/1/2025	Chewy	Mini pig food , for pig that was taken to rescue	124.38
5/9/2025	Lighting Express	Car wash for msd fleet veh #520 emp 1561	9.00
5/9/2025	Lighting Express	car wash for msd fleet veh #522 emp 1560	16.00
5/9/2025	Orthoback	Shoes for Uniform Tangie	134.80
5/12/2025	Hoka	Shoes for Uniform Giancarlo and Francisco	320.46
5/14/2025	5.11 company	Shorts for uniform Giancarlo and Francisco	198.90
5/16/2025	Justice Clearing house	Training for Francisco Lopez for Animal Control Safety Naca ACO Course	709.02
5/16/2025	costco	Canopy tent 10X10 for Pet Fair event	298.33
5/19/2025	NACA	Membership dues for Francisco Lopez	25.00
5/19/2025	Lighting Express	car wash for msd fleet veh #522 emp 1560	16.00
5/20/2025	The ups	Shipping for MSD Handheld devices for parking enforcement to fix	17.33
5/20/2025	target	snacks and drinks for neighborhood watch meeting - receipt shows $41.05 but only charged $40.15	40.15
5/21/2025	Cal Animals	work shop for Giancarlo Guerra for Animal control member dues	25.00

5/21/2025	Amazon	Microchip scanners for animal	64.06
5/21/2025	Amazon	Pepper spray,Power mirror control switch for MSD Staff	102.71
5/22/2025	Sprouts	snacks and drinks for neighborhood watch meeting May 21st - receipt shows $19.47 but charged $19.57	19.57
5/22/2025	Lighting Express	Car wash for msd fleet veh #508 emp 1309	9.00
Check Date 6/26/2025; Check# 207763			**$ 2,158.04**

Vendor# 3672-CMD

Date	Vendor	Description	Amount
4/23/2025	L.A. Uniform & Tailoring	Logo Patch added to two city shirts (F. Talavera)	33.08
4/23/2025	L.A. Uniform & Tailoring	Logo Patch & Name/Title Embroidery to 3 jackets - (F. Talavera)	122.38
5/1/2025	Click-Send Australia	Street Sweeping Notification App Recharge	20.00
5/5/2025	E&H Trophy & Engraving	2 Plqs-J. Gould and Roy Itani (Outstanding Older American and Outgoing Retirement - L.A. County staff)	217.19
5/5/2025	Taqueria El Amigo	6 Electeds Meals and 8 Staff Meals - Pre Council Mtg Dinners on May 5, 2025	206.35
5/5/2025	Taqueria El Amigo	1 soda for Councilmember - Pre-Council Mtg Meal 5/5/25	5.15
5/6/2025	E&H Trophy & Engraving	2 Photo Name Plates to update Comm Ctr and City Hall	65.05
5/8/2025	United States Postal Service - USPS	Mail Plq to outging Personnel Board Member Golden Thrower (Texas)	15.40
5/8/2025	NALEO - National Association of Latino Elected & Appointed Officials	Membership for 4 Year term - Councilmember F. Talavera	500.00
5/13/2025	Renaissance Hotels	3 nts hotel - F. Talavera - CCCA Conference May 2025	846.33
5/13/2025	Renaissance Hotels	3 nts hotel - R. Pullen-Miles - CCCA Conference May 2025	846.33
5/13/2025	Renaissance Hotels	3 nts hotel - S. Cuevas - CCCA Conference May 2025	846.33
5/13/2025	Renaissance Hotels	3 nts hotel prepayment - S. Moore, City Mgr - CCCA Conference May 2025	846.33
5/18/2025	Renaissance Hotels	Credit for 3 nts advance pmnt - S. Moore - CCCA Conference May 2025	(6.66)
5/13/2025	Renaissance Hotels	3 nts hotel - P. Kearney - CCCA Conference May 2025	846.33
5/13/2025	Renaissance Hotels	2 nts hotel - B. Suarez - CCCA Conference - May 2025	564.22
5/20/2025	Renaissance Hotels	Parking Fee for 2 days - B. Suarez - CCCA Conf. May 2025	10.00
5/19/2025	League of California Cities	LCC City Mgr Meeting - 5/21/25 - S. Moore	75.00
5/19/2025	Taqueria El Amigo	5 Electeds Meals and 8 Staff Meals - Pre Council Mtg Meal for 5/19/25 meeting	192.20
Check Date 7/10/2025; Check# 207856			**$ 6,251.01**

Petty Cash Expenses

City of Lawndale Pettty Cash: Vendor # 0182

Date	Department	Description	Amount
12/16/2024	CSD	Cupcakes For Senior Lunch	44.95
1/15/2025	City Manager	SBCCOG City Mgr Meeting	35.00
1/21/2025	CDD	Car Wash CDD Vehicle 530	9.00
2/3/2025	City Council	Water	11.98
2/19/2025	City Manager	SBCCOG City Mgr Meeting	35.00
2/27/2025	CDD	Car Wash CDD Vehicle 530	9.00
2/28/2025	MSD	Stamps For Mailing Code Enforcement Letters	14.60
3/10/2025	Admin. Services	Parking Fee	20.00
3/12/2025	PWD	Parking Fee	25.00
3/17/2025	City Manager	SBCCOG City Mgr Meeting	35.00
3/21/2025	CSD	Valet Parking Fee - CPRS Conference	50.00
4/3/2025	CDD	Fuel For Vehicle 530	46.06
4/7/2025	CDD	Car Wash CDD Vehicle 530	16.00
4/16/2025	City Manager	SBCCOG City Mgr Meeting	35.00
5/5/2025	General Operations	Water	11.40
5/8/2025	General Operations	Water & Juices	15.32
6/14/2025	CSD	Cleaning Supplies for Community Center Chairs	73.75
Check Date 6/26/2025; Check# 207733		**$**	**487.06**

CITY OF LAWNDALE

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

DATE:	July 21, 2025
TO:	Honorable Mayor and City Council
FROM:	Dr. Sean M. Moore, City Manager
PREPARED BY:	Vanesa Alvarez, Administrative Assistant Yvette Palomo, Assistant City Clerk
SUBJECT:	**Minutes of the Lawndale City Council Regular Meeting - June 16, 2025**

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

06-16-25 draft.pdf

ATTACHMENT A

DRAFT MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
SUCCESSOR AGENCY REGULAR MEETING
HOUSING AUTHORITY REGULAR MEETING
June 16, 2025

A. CALL TO ORDER AND ROLL CALL

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

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Pat Kearney, Councilmember Bernadette Suarez, Councilmember Sirley Cuevas, Councilmember Francisco M. Talavera

Other Participants: City Manager Dr. Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Palomo, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Captain Nicole Palomino, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Public Works Director Luis (Lucho) Rodriguez, Community Development Director Peter Kann

B. CEREMONIALS

Councilmember Cuevas led the flag salute. Pastor George Magdalany of Hope Chapel Church provided the inspiration.

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff's Department Update

Captain Palomino summarized the recent law enforcement activities.

D. PRESENTATIONS

2. Recognition of Outgoing Commissioners and Committee Members

Presentation of City Plaque to Outgoing Parks Recreation and Social Services Commissioner Daniel Thomas Woods and Beautification Committee Member Judy Oldziewski for their Service to the City.

The City Council presented a City plaque to outgoing Parks Recreation and Social Services Commissioner Daniel Thomas Woods and Beautification Committee Member Judy Oldziewski for their service to the City.

Outgoing Beautification Committee Member Judy Oldziewski was not present.

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

Michelle Pino, Library Manager, introduced Interim Library Manager Kaitlin Coulter who announced the library's upcoming events.

David Poznansky, Resident, commented on the recent Immigration and Customs Enforcement (ICE) activity, Los Angeles County Sheriff's Department (LASD) non-involvement policy with ICE, and on the No Kings Rally held in Torrance.

DRAFT

May Zin Oo, Resident, commented on traffic during school drop off times, and on a citation she received while dropping off her student at school.

Andrew Blackney, Resident, commented on a video of speeding vehicles on 147th Street that he provided to the City Council and on installing speed bumps.

Holly Osborne, Redondo Beach Resident, commented on the Metro C-Line (Green) Project Right-of-Way (ROW) options.

Rhonda Hofmann Gorman, Resident, thanked staff for preparing tonight's agenda and advised against including too many topics on agendas.

Annette Owens, Resident, commented on the Metro C-Line (Green) Project and provided a handout to City Councilmembers.

Matthew Harbison, Resident, thanked the City for installing reflective tape on stop signs, asked if additional time can be granted to the Library Manager to make announcements, thanked Councilmember Talavera for attending the Hawthorne/Lawndale Ministerial Association event, and commented on the timeframe LASD may take to respond to non-emergency calls.

F. COMMENTS FROM COUNCIL

Councilmember Talavera thanked everyone that attended tonight's meeting, wished Library Manager Pino good luck, welcomed Interim Library Manager Coulter, asked if the Library Manager can be provided with additional time to make announcements, thanked Resident Hofmann Gorman for her comments regarding the agenda, Resident Poznansky for his comments regarding recent ICE activity, commented on school zone traffic issues, the video of speeding vehicles on 147th Street that Resident Blackney provided, the Metro C-Line (Green) Project and on the reflective tape installed on stop signs.

Councilmember Suarez thanked everyone that attended tonight's meeting, asked LASD to provide an update on non-emergency calls response times, asked for an update from the Parking and Traffic Solutions Ad Hoc Subcommittee regarding school traffic and commented that it may be a good time for the Parking and Traffic Solutions Ad Hoc Subcommittee to meet to discuss the new school year, commented on the video of speeding vehicles on 147th Street that Resident Blackney provided, thanked Resident Osborne and Resident Owens for commenting on the Metro C-Line (Green) Project and commented that the Metro C Line (Green) Extension Ad Hoc Subcommittee will meet soon.

Captain Palomino responded that LASD is ensuring that all cars are properly staffed and will provide a report covering the last two weeks.

Mayor Pro Tem Kearney responded that the Parking and Traffic Solutions Ad Hoc Subcommittee did not come to a resolution with the school district.

Councilmember Cuevas thanked everyone that attended tonight's meeting and thanked the South Bay Environmental Justice Alliance for the brochure they provided to City Councilmembers.

Mayor Pro Tem Kearney thanked everyone that attended tonight's meeting, welcomed Interim Library Manager Coulter, commented on recent ICE activity, asked Resident Zin Oo to speak with Municipal Services Director Reyes about the citation she received, commented that he saw the video of speeding

vehicles on 147th Street and the reflective tape installed on stop signs and thanked Resident Owens and Redondo Beach Resident Osborne for the information about the Metro C-Line (Green) Project.

Mayor Pullen-Miles thanked everyone that attended tonight's meeting, thanked Resident Owens for the handout about Metro, thanked Resident Poznansky for his comment regarding recent ICE activity, asked Resident Zin Oo to speak with Municipal Services Director Reyes about the citation she received, thanked Resident Blackney for providing the video of speeding vehicles on 147th Street and Resident Hofmann Gorman for her comments regarding the agenda

G. CONSENT CALENDAR

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

4. Accounts Payable Register
Recommendation: that the City Council adopts Resolution No. CC-2506-028 authorizing the payment of certain claims and demands in the amount of $1,554,918.51.

5. Minutes of the Lawndale City Council Regular Meeting - June 2, 2025
Recommendation: that the City Council approve the minutes.

6. Notice of Completion - FY 2023/24 Citywide Sign Replacement Project
Recommendation: that the City Council 1.) Accept the project completion by J&E Asphalt Maintenance, for the FY 2023/24 Citywide Sign Replacement Project; and 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2023/24 Citywide Sign Replacement Project.

7. Notice of Completion - Lawndale Security Improvement Project
Recommendation: that the City Council 1.) Accept the project completion by Am-Tee Total Security Inc., for the Lawndale Security Improvement Project; and 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Lawndale Security Improvement Project.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Kearney to approve the Consent Calendar. The motion passed by a vote of 5-0.

H. CONSENT CALENDAR

SUCCESSOR AGENCY

8. Minutes of the Successor Agency Meeting, June 2, 2025
Recommendation: that the City Council approve the minutes.

9. Routine Records Destruction
Recommendation: that the Agency Members adopt Resolution No. LRAS-2506-001, approving the request from the City Clerk's Department, for authorization to destroy routine records as listed in the exhibit of the Resolution.

DRAFT

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Suarez to approve the Consent Calendar. The motion passed by a vote of 5-0.

I. CONSENT CALENDAR

LAWNDALE HOUSING AUTHORITY

10. Minutes of the Housing Authority Meeting, June 2, 2025
Recommendation: that the City Council approve the minutes.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to approve the Consent Calendar. The motion passed by a vote of 5-0.

In response to Councilmember Suarez's question, City Attorney Murphy stated that a budget amendment will be required after agenda item K.14 is discussed.

City Manager Dr. Moore commented that staff recommends withdrawing Agenda Item K.22 from the agenda.

J. ADMINISTRATION

CITY COUNCIL/ SUCCESSOR AGENCY/ LAWNDALE HOUSING AUTHORITY

11. Annual Budget Fiscal Year 2025-26
Recommendation: that the City Council adopt Resolution No. CC-2506-030, adopting the fiscal year 2025-2026 operating and capital improvement budget, which includes the City of Lawndale, Lawndale Housing Authority, and Successor Agency to the Lawndale Redevelopment Agency.

Finance Director Manuelian presented the staff report.

Councilmember Suarez commented that she does not agree with the budgeted amount for security services; therefore, she will be voting no on this item.

Councilmember Talavera proposed that the City Council budget be increased to cover conference and membership fees for the National Association of Latino Elected and Appointed Officials by $6,000 and to increase Councilmembers discretionary funds to $3,500.

Discussion ensued among City Councilmembers and City Attorney Murphy about allowed discretionary funds purchases, amending the budget and bringing the item back for discussion.

Mayor Pullen-Miles opened public comments.

Andrew Blackney, Resident, commented on the budgeted amount for the contract with LASD, and asked if the City can contract with local law enforcement agencies.

Juan Granados, Resident, commented on budgeting to provide food donation services to senior citizens.

Ray Hollar, Resident, thanked staff for providing a detailed and transparent budget report and for budgeting to hold a Hispanic-American Contributions Festival.

Mayor Pullen-Miles closed public comments.

DRAFT

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to adopt Resolution No. CC-2506-030, adopting the fiscal year 2025-2026 operating and capital improvement budget, which includes the City of Lawndale, Lawndale Housing Authority, and Successor Agency to the Lawndale Redevelopment Agency. The motion passed by a vote of 4-1, with Councilmember Suarez voting no.

K. ADMINISTRATION

CITY COUNCIL

12. Adoption of Fiscal Year 2025-26 Appropriations Limit

Recommendation: that the City Council adopt Resolution No. CC-2506-025 approving the Appropriations Limit for Fiscal Year 2025-26.

Finance Director Manuelian presented the staff report.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Suarez to adopt Resolution No. CC-2506-025 approving the Appropriations Limit for Fiscal Year 2025-26. The motion passed by a vote of 5-0.

13. Annual Investment Policy Resolution Number CC-2506-029

Recommendation: that the City Council adopt Resolution CC-2506-029, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits.

Finance Director Manuelian presented the staff report.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Talavera to adopt Resolution CC-2506-029, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits. The motion passed by a vote of 5-0.

14. Approval of Agreement with Southwest Patrol

Recommendation: that the City Council approve one of the following three options: Option One - Increase Southwest Patrol hours from 96 hours per week to 112 hours per week for a total of 5,680 guard hours annually for a cost of $312,400. This would give the City guard coverage seven days and seven nights per week with 16 out of every 24 hour day with an armed guard patrolling the City of Lawndale; Option Two - Reducing the amount of guard hours per week from 96 hours to 80 hours. This would give the City guard coverage Monday through Friday from 8:00 am until 4:30 pm, as well as Tuesday night and Thursday through Sunday night coverage from 6:00 pm until 2:30 am. This option also maintains guard coverage on all nine holidays recognized by Southwest Patrol. With the holiday hours factored in at a hourly rate of time and a half hourly rate, the cost rises to 4,220 billable hours for a total of $232,100 annually; or Option Three - Reducing the amount of guard hours per week from 96 hours to 80. This would give the City guard coverage Monday through Friday from 8:00 am until 4:30 pm, as well as on Tuesday night and Thursday night through Sunday night from 6:00 pm until 2:30 am. Under this option the City would eliminate guard shifts on all holidays. This would be the equivalent of 4,040 billable hours for a total of $222,200 annually, which is the lowest priced option.

Municipal Services Director Reyes presented the staff report.

DRAFT

Councilmember Suarez asked if Southwest Patrol staff are trained to provide outreach to houseless individuals experiencing homelessness.

Discussion ensued among City Councilmembers and staff about Southwest Patrol assisting houseless individuals, offering outreach training to staff, Southwest Patrol's duties at other contracted cities, and using other resources to provide homeless outreach services.

In response to Councilmember Cuevas' questions, Municipal Services Director Reyes stated that it is necessary for Southwest Patrol staff to be armed for their safety.

In response to Councilmember Cuevas' questions, LASD Sergeant Smith responded that Southwest Patrol has been an asset, they have provided valuable information and response calls have been mitigated due to Southwest Patrol's response.

Discussion ensued among City Councilmembers and staff about Southwest Patrol being armed, safety concerns, liability of having armed patrol, and other cities they serve.

Mayor Pullen-Miles commented that homeless outreach should be supported by mental health professionals, supports armed security, commented on an incident he witnessed where Southwest Patrol deescalated the situation and asked for a report on the cost of hiring mental health professionals.

In response to Councilmember Cuevas' questions, Municipal Services Director Reyes stated that the City can request Southwest Patrol to take mental health homeless outreach training, and he will provide a report of Southwest Patrol activity and interactions.

Mayor Pullen-Miles opened public comments.

Juan Granados, Resident, commented that he has observed unhoused residents near City Hall, and provided information on homeless resources.

Rhonda Hofmann Gorman, Resident, commented that armed security was requested by City Councilmembers when service proposals were requested, mental health professionals should be available during homeless outreach, suggested asking South Bay Cities Council of Governments (SBCCOG) and Los Angeles County for funding to hire mental health professionals, commented in support of increasing Southwest Patrol's services, and asked that security services during holidays be considered.

Randall Abram, Resident, commented on the City's and the surrounding cities' budgeted amount for public safety, in support of increasing Southwest Patrol's services and in including holiday security services.

Mayor Pullen-Miles closed public comments.

Councilmember Suarez commented in support of having mental health professionals available to provide homeless outreach services, training staff members to oversee homeless outreach services, contracting with neighboring cities' law enforcement, and that she expected to receive updates and statistics when the program was first implemented.

In response to Councilmember Talavera's question, Municipal Services Director Reyes stated that homeless outreach services were a part of the duties requested on the request for proposals.

DRAFT

Discussion ensued among City Councilmembers and staff on the cost of adding services on holidays.

City Manager Dr. Moore commented that armed security services were sought at the request of City Councilmembers to address homelessness issues in the City, improve staff safety, described incidents that have occurred near City Hall, and commented on unhoused residents refusing to receive homeless services.

In response to Councilmember Cuevas's question, Municipal Services Director responded that Southwest Patrol's work hours can be modified as needed.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to approve Option One - Increase Southwest Patrol hours from 96 hours per week to 112 hours per week for a total of 5,680 guard hours annually for a cost of $312,400, add guard shifts on holidays, provide a report at each City Council meeting and request that guards receive homelessness outreach training. The motion passed by a vote of 4-1, with Councilmember Suarez voting no.

15. First Amendment to Contract Services Agreement for Landscape Maintenance and Tree Trimming Services

Recommendation: that the City Council approve the First Amendment to the Landscape Maintenance and Tree Trimming Services Agreement to extend the term for an additional 12 months through June 30, 2026 at a total annual cost of $984,609.69.

Public Works Director Rodriguez presented the staff report.

In response to Councilmember Cuevas' questions, Public Works Director Rodriguez responded that he will provide the cost for staff to perform the landscape services and a request for proposals process will be completed next year.

In response to Councilmember Suarez's question, City Attorney Murphy responded that requests for proposals for this type of service are generally submitted every 5-7 years.

Mayor Pullen-Miles opened public comments.

Annette Owens, Resident, commented on the contract amount and the cost of maintaining Metro's Right-of-Way (ROW).

Mayor Pullen-Miles closed public comments.

In response to Mayor Pullen-Miles' question, City Manager Dr. Moore responded that staff will provide a report on the current cost of maintaining Metro's ROW and commented on Metro's upcoming construction project.

In response to Councilmember Suarez's question, City Manager Dr. Moore stated that staff will research if any other City maintains Metro owned property.

Mayor Pro Tem Kearney provided the history of staff performing landscaping services.

In response to Councilmember Talavera's question, Public Works Director Rodriguez responded that staff evaluates the work done by the contactor by using a checklist, meetings are held with the

contractor to provide feedback, and commented that Mariposa Landscapes, Inc. has provided satisfactory work.

A motion was made by Councilmember Cuevas and seconded by Councilmember Talavera to approve the First Amendment to the Landscape Maintenance and Tree Trimming Services Agreement to extend the term for an additional 12 months through June 30, 2026, at a total annual cost of $984,609.69. The motion passed by a vote of 5-0.

16. Consideration of Opening of Time Capsule
Recommendation: that the City Council discuss and provide direction to staff.

City Manager Dr. Moore presented the staff report.

Mayor Pro Tem Kearney and Councilmember Cuevas commented in support of opening the time capsule in December.

By consensus, the City Council approved having an Opening of Time Capsule event on December 1, 2025, and directed staff to budget $6,000 for the event in the fiscal year 2025-26 budget.

17. Animal Shelter Update
Recommendation: that the City Council receive and file this report.

Municipal Services Director Reyes presented the staff report.

In response to Mayor Pro Tem Kearney's questions, Municipal Services Director Reyes stated that the City is on the waiting list for the Love Joy Foundation, the Los Angeles County Animal Care Council, and a clause to cancel the services with a 60-day notice is included in the budget contract.

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

18. Adopt Resolution No. CC-2506-033 of FY 2025-26 Budget List of Projects Road Repair and Accountability Act of 2017 - Senate Bill 1 (SB 1)
Recommendation: that the City Council adopt Resolution No. CC-2506-033 approving the project list of streets as attached herein Exhibit A- Project Description/Location.

Public Works Director Rodriguez presented the staff report.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Kearney to adopt Resolution No. CC-2506-033 approving the project list of streets as attached herein Exhibit A- Project Description/Location. The motion passed by a vote of 5-0.

19. Approve Amendment 2 to the Contract Services Agreement with All City Management Services, Inc., for School Crossing Guard Services
Recommendation: that the City Council approve Amendment 2 to the Contract Services Agreement for School Crossing Guard services with All City Management Services, Inc., extending the term of the agreement for two years for a not-to-exceed amount of $329,566 (Attachment D).

Community Services Director Minter presented the staff report.

DRAFT

In response to Mayor Pro Tem Kearney's question, Community Services Director Minter responded that that a contract amendment can be brought back if adjustments need to be made to the level of service.

A motion was made by Councilmember Cuevas and seconded by Councilmember Talavera to approve Amendment 2 to the Contract Services Agreement for School Crossing Guard services with All City Management Services, Inc., extending the term of the agreement for two years for a not-to-exceed amount of $329,566 (Attachment D). The motion passed by a vote of 4-1, with Mayor Pro Tem Kearney voting no.

20. Award of Contracts for Construction and Inspection Services for FY 23/24 Street Rehabilitation and FY 24/25 Sidewalk Replacement Project

Recommendation: that the City Council 1.) Award the construction contract to Sequel Contractors, Inc., in the amount of $1,799,139.48 for the FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project; 2.) Award the Construction Inspection Services to SA Associates in the amount of $110,000.00 for the FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project; and 3.) Approve the construction Contingency of $269,870.92 for FY 2023-24 Street Rehabilitation & 2024-25 Sidewalk Replacement Project.

Public Works Director Rodriguez presented the staff report.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to award the construction contract to Sequel Contractors, Inc., in the amount of $1,799,139.48 for the FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project, award the Construction Inspection Services to SA Associates in the amount of $110,000.00 for the FY 2023-24 Street Rehabilitation and 2024-25 Sidewalk Replacement Project, and approve the construction Contingency of $269,870.92 for FY 2023-24 Street Rehabilitation & 2024-25 Sidewalk Replacement Project. The motion passed by a vote of 5-0.

21. Memorandum of Understanding between the City of Lawndale and the American Federation of the State, County and Municipal Employees (AFSCME) , Council 36, Local 1895 Agreement and Citywide Pay Schedule for Fiscal Year 2025-2026

Recommendation: that the City Council 1) approve Resolution No. CC-2506-031 approving the 2025-2028 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36, and; 2) adopt Resolution No. CC-2506-032, approving the Fiscal Year 2025-2028 City-wide Salary and Pay Schedule and; 3) approve budget amendment for $258,475 as noted above.

Deputy City Manager/Human Resources Director Felton presented the staff report.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to approve Resolution No. CC-2506-031 approving the 2025-2028 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36, and adopt Resolution No. CC-2506-032, approving the Fiscal Year 2025-2028 City-wide Salary and Pay Schedule and approve budget amendment for $258,475 as noted above. The motion passed by a vote of 5-0.

DRAFT

22. Consideration of an Urgency Ordinance to Prohibit Placement of New Utility Infrastructure within the City of Lawndale

Recommendation: that the City Council A.) Conduct a public hearing; B.) Determine that Ordinance 1211-26 is exempt from the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations, Title 14, Section 15060, subdivision (c)(2), because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061 subdivision (b)(3) because the activity has no potential for resulting in physical change to the environment, directly or indirectly and so is not a project; and C.) Adopt by four- fifths (4/5) vote of the City Council Urgency Ordinance No. 1211-26 prohibiting the placement of new Utility Infrastructure within the City's right of way.

By consensus, Mayor Pullen-Miles continued Administration Item No. K.22, Consideration of an Urgency Ordinance to Prohibit Placement of New Utility Infrastructure within the City of Lawndale to be considered at a later date.

L. CITY MANAGER REPORT

City Manager Dr. Moore commented that he had nothing to report.

M. ITEMS FROM CITY COUNCILMEMBERS

23. Citywide Customer Service Training

Requested by Councilmember Bernadette Suarez.
Recommendation: that the City Council receive this report and/or provide further direction if necessary.

Deputy City Manager/Human Resources Director Felton presented the staff report.

In response to Councilmember Suarez's question, Deputy City Manager/Human Resources Director Felton stated that the training scheduled for June 25, 2025, is mandatory for all staff.

Mayor Pullen-Miles opened public comments.

Rhonda Hofmann Gorman, Resident, commented in support of staff receiving customer service training.

Mayor Pullen-Miles closed public comments.

Councilmember Suarez suggested that staff receive customer service training often.

By consensus, this report was received and filed this report.

24. Letter Requesting Funding for Lawndale Youth Development Center Project

Requested by Mayor Pro Tern Pat Kearney.
Recommendation: that the City Council review the draft letter to be addressed to state legislators requesting assistance in obtaining funding for the Lawndale Youth Development Center and Skatepark Project and/or provide further direction as appropriate.

City Manager Dr. Moore presented the staff report.

DRAFT

Mayor Pro Tem Kearney provided the history of past funding received by the City and commented that additional funds are needed to fill the funding gap to build the Youth Development Center and skate park.

By consensus, the City Council directed staff to prepare the letter for City Council's signature and send to state legislators requesting assistance in obtaining funding for the Youth Development Cetner and sports pro

25. Report of Attendance at Meetings

Councilmember Talavera attended the South LA Carpenters Local 323 Grand Opening, the City's Health, Safety and Pet Fair, Community Swearing-in Of Senator Laura Richardson, Hawthorne/Lawndale Ministerial Association event, City of Hawthorne Juneteenth Celebration, Senior's Father's Day Luau Luncheon, and a Hispanic-American Contributions Festival Planning Ad Hoc Subcommittee meeting where they discussed possible event dates and locations.

Councilmember Suarez attended a SBCCOG Steering Committee meeting, suggested hosting events at Rogers/Anderson Park, asked for the status of updating the code enforcement manual and providing a workshop, asked about creating a program where staff mow the lawn of senior residents and suggested a bring your pet to work day for staff and the community.

Councilmember Cuevas attended the City's Health, Safety and Pet Fair, asked if the Finance Department can have a credit card reader at City events, asked staff to continue promoting food waste bins, display them at the next City Council meeting, and requested that contract renewals be presented for approval at least two months prior to their expiration date.

Mayor Pro Tem Kearney attended the City's Health, Safety and Pet Fair, Hispanic-American Contributions Festival Planning Ad Hoc Subcommittee meeting, California Contracts Cities Association (CCCA) Liability Trust and Oversight Commission meeting, Senior's Father's Day Luau Luncheon, and invited the community to attend the Heart & Soul Music Festival on June 28, 2025, 12:00 p.m. – 6:00 p.m. at Jane Addams Park.

Mayor Pullen-Miles attended the Los Angeles County Sanitation District Board of Directors meeting, Community Swearing-in Of Senator Laura Richardson, Senior's Father's Day Luau Luncheon, the City's Health, Safety and Pet Fair, and commented that a resident requested a tree planting project for youth who have passed away.

N. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 9:16 p.m.

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk
Approved: July 21, 2025

DRAFT

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Jason Minter, Community Services Director

SUBJECT: **Approval of an Agreement with the City of Gardena for the Elder Nutrition Program**

BACKGROUND

The City of Lawndale has contracted with the City of Gardena for its Elderly Nutrition Program (ENP) for several decades. Although the program is funded by Los Angeles County, the City of Gardena has been the lead agency and provides general oversight of the program in areas such as: meal delivery, caterer selection, basic operational support, donation collection and other program compliance issues.

STAFF REVIEW

For over a decade, the City of Lawndale has entered into three-year agreements with the City of Gardena, consistent with Gardena's agreements with Los Angeles County. However, in FY 2023-24, Los Angeles County reduced its contract term with the City of Gardena to one year. Because both Lawndale and Gardena did not believe it made sense to enter into an agreement beyond the one-year term agreement between Gardena and Los Angeles County, staff is once again presenting a one-year agreement for the ENP.

The ENP operates on a Monday through Friday basis with the exception of City-observed holidays. Every day lunch is served at approximately 12:00 pm, at which time each participant is served a hot meal including the four basic food categories and a dessert. In FY 2022-23, there was positive growth as the program returned to the in-person format after the pandemic meal delivery program. This past year the program continued to grow as shown in the following table:

Fiscal Year	Participants
FY 2022-23	8,918
FY 2023-24	12,349
FY 2024-25	12,593

Staff are currently evaluating other programming opportunities to attract additional seniors to the Community Center that may choose to participate in the ENP.

The attached agreement is identical to agreements in the past and includes the following elements:

Consultant Responsibilities:

- Facilitate delivery of hot meals and beverages each day the program is operational to the Harold E. Hofmann Community Center at approximately 11:45 am;

- Provide "Grab N Go" meals or Frozen meals as available if hot meals are not available or if extenuating circumstances require that other options be offered;
- Provide the estimated number of meals ordered by the City of Lawndale each day based upon reservations made by participants; and
- Publish the meals calendar so participants can plan ahead and reserve a meal for days they wish to participate;
- Determine jointly with City of Lawndale and Los Angeles County meals to be served to the ENP participants;
- Work in conjunction with Lawndale community services department staff to reinforce Los Angeles County policies and procedures such as hygiene, decorum and general social interaction policies; and
- Collect meal donations gathered by the City of Lawndale to defray program costs.

City of Lawndale Responsibilities:

- Provide a clean and organized programming space with adjacent kitchen and restrooms;
- Provide clean and safe equipment such as tables and chairs and other necessary equipment;
- Provide setup of the dining area to encourage social interaction and meeting new friends;
- Provide breakdown of the programming area and proper storage of equipment;
- Provide to Consultant an estimated number of meals required each day no less than one business day, or 24 hours in advance;
- Receive and inspect meals delivered by the Consultant's caterer each day;
- Take food temperatures, plate and serve all meals received from Consultant;
- Provide all plates, cups, utensils and other items required to serve meals;
- Forward all donations gathered on a daily basis to the Consultant; and
- Enforce all Los Angeles County ENP policies and procedures.

ENP Participation Levels for FY 2024-25:

Month	Number of Days	Number of Participants	Per Day Average
July	22	1,096	50
August	22	1,158	53
September	20	1,099	55
October	23	1,156	50
November	19	963	51
December	19	882	46
January	21	970	46
February	19	864	45
March	20	906	45
April	22	997	45
May	21	1,007	48
June	20	1,495	75
Totals	**248**	**12,593**	**51**

LEGAL REVIEW

The City Attorney's office has reviewed the attached Contract Services Agreement for Elderly Nutrition Program and has approved it to form.

FISCAL IMPACT

There will be no fiscal impact to the Fiscal Year 2025-26 General Fund Budget for the Elderly Nutrition Program (ENP). Staff working in the ENP are funded by Community Development Block Grant, Senior Activities funding. There are other monthly costs supplies such as plates, utensils, cups, napkins, bottled water, etc. totaling approximately $500.00 per month, or $6,000.00 per year paid for with FY 2025-26 Community Services Department, Senior Activities line item funding.

RECOMMENDATION

Staff recommends that the City Council approve the Contract Services Agreement for Elderly Nutrition Program Services agreement between the City of Lawndale and the City of Gardena for a term beginning Monday, July 1, 2025, through June 30, 2026.

Attachments

A. Lawndale City of Gardena Elderly Nutrition Program 2025-2026.pdf

ATTACHMENT A

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ELDERLY NUTRITION PROGRAM SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July, 2025, by and between the City of Lawndale, a municipal corporation ("City"), and City of Gardena, a municipal corporation ("Consultant").

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. Consultant will perform the work or services set forth in the "Scope of Services" attached as *Exhibit "A"* and incorporated herein by reference in compliance with all of the terms and conditions of this Agreement. Consultant warrants that all work or services will be performed in a competent, professional, and satisfactory manner. Additional terms and conditions of this Agreement, if any, are set forth in the "Special Requirements" attached as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement *Exhibit "B"* will govern.

1.2 Compliance With Law. All work and services rendered under this Agreement will be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant will obtain, at its sole cost and expense, all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the "Schedule of Compensation" attached as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Zero dollars ($0.00) ("Contract Sum").

2.2 Method of Payment. This Agreement provides for an in-kind exchange pursuant to which City shall provide the building space to receive the goods necessary to provide a senior nutrition program operated by Consultant at no cost as the City shall plate and serve the food and beverages to all program participants. Notwithstanding the foregoing, the City shall forward all collected donations received by participants in the senior nutrition program to Consultant on a daily basis.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Stephany Santin, Director, Recreation and Human Services is designated as the Consultant's representative authorized to act on its behalf with respect to this Agreement and to make all decisions necessary in connection with this Agreement. Consultant may designate a substitute representative by providing written notice to City's Contract Officer.

3.2 Contract Officer. The City's City Manager is designated as the City's representative authorized to act on its behalf with respect to this Agreement and to make all decisions in connection this Agreement ("Contract Officer"). The City may designate a substitute Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant may not contract with any entity to perform in whole or in part the work or services required under this Agreement without the written approval of the City. Neither this Agreement nor any interest in the Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

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

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

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

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

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

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

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor must require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

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

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

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on July 1, 2025 and continue in full force and effect until June 30, 2026.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction.

6.0 MISCELLANEOUS

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

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

6.3 Conflict of Interest. No officer, employee, or agent of the City may have any financial interest in this Agreement nor may any such officer, employee, or agent 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, directly or indirectly, interested, in violation of any state or local statute or regulation. The Consultant warrants that it (and its officers and employees) has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant will provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement.

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

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity

or unenforceability will not affect any of the remaining portions of this Agreement which are hereby declared as severable and will be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, will be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties 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 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.

[SIGNATURES NEXT PAGE]

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

CITY:
City of Lawndale,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP

_____
Greg Murphy, City Attorney

CONSULTANT:
City of Gardena, a municipal corporation

By:_____
Name: Tasha Cerda,
Title: Mayor

Address: 1700 W. 162nd Street
Gardena, CA 90247-3778

ATTEST:

_____
Mina Semenza, City Clerk

APPROVED AS TO FORM:

_____
Carmen Vasquez, City Attorney

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Consultant has an agreement with the County of Los Angeles pursuant to which Consultant receives food and beverages to be provided as part of a senior nutrition program to be administered within the County of Los Angeles. Under this Agreement, Consultant's sole obligation shall be to provide City with sufficient food and beverages and to allow the City to operate the Consultant's senior nutrition program, known as SCAMP (Senior Community Action Meals Program) at the Harold Hofmann Community Center located at 14700 Burin Avenue, Lawndale ("Property"), Monday through Friday from 10:00 a.m. to 2:00 p.m.

As Consultant operates an Area Agency on Aging (AAA) Program funded by the Los Angeles County Aging and Disabilities Department, City agrees to comply with Elderly Nutrition Program requirements regarding operating a meal site including the Foodservice Standard Operating Procedures (SOP), most current edition which shall be provided by Consultant. City also agrees to keep and make available for review by Consultant and AAA staff and representatives all required documentation and submit to Consultant as requested for program audits and reviews.

City shall provide Consultant with an estimate of program participants one (1) business day in advance of food delivery. Consultant shall deliver the food each day no later than 11:45 a.m. The meals shall comply with all regulations applicable to senior nutrition programs as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the California Department on Aging and the local Area Agency on Aging and all other applicable laws. Consultant, City and Los Angeles County shall jointly select the menu for the senior nutrition program.

City shall plate and serve all of the meals received from the Consultant to eligible members of the senior community. City shall also provide all plates, cups, utensils and related items necessary to serve the meals, and set up, break down and clean up all tables and chairs necessary to facilitate the senior nutrition program. City shall comply with all Los Angeles County, Department of Health Services and Environmental Health, requirements.

In the event that the City needs to temporarily relocate the lunch program, the scope of services will include the request for pre-packaged meals. Pre-packaged meals can be requested in combination with the regular meals program. Box-Lunch meals are pre-packed and served cold and shall be distributed at the community center. In addition, on occasion the City can request frozen "Grab N Go" meals, if available, that can be distributed to program participants to take home and heat up as needed. The regular lunch program, "Grab N Go" meal program, and the Box Lunches can be used in combination with each other.

Should the City desire to relocate the senior nutrition program to a location other than the Property, City shall give Consultant written notice of City's election to do so.

EXHIBIT "B"

SPECIAL REQUIREMENTS

The In Kind Services Agreement is attached hereto and incorporated herein as Exhibit "D".

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The City shall keep records of all collected donations received from participants in the senior nutrition program and forward to Consultant on a daily basis.

EXHIBIT "D"

IN-KIND SERVICES AGREEMENT
(Between the Agency and a Second Party)

Effective July 1, 2025 through June 30, 2026

City of Lawndale (In-Kind Agency) agrees to provide City of Gardena (Applicant Agency) with the following in-kind services:

PROGRAM CATEGORY	TYPE OF SERVICE PROVIDED	RATE PER MONTH	TOTAL ANNUAL ($) VALUE
III C 1	Harold E. Hofmann Community Center Main Event Room and Kitchen Building Space	$16,533.00	$198,396.00

In-Kind Agency: City of Lawndale

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

Date: _____

Agency: City of Gardena

By: _____
Tasha Cerda, Mayor

ATTEST:

_____
Mina Semenza, City Clerk

Date: _____

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: **US Bank Agreement**

BACKGROUND

In accordance with Council Policy 80-04, the City of Lawndale maintains its investments with US Bank in a safekeeping account with their Corporate Treasury department. We received notification from the bank that this service will be sunsetting the platform at the end of May. As an alternative US Bank is offering Custody services through its Institutional Trust & Custody division. We also inquired with our current broker Multi-Bank, which provides Prime Brokerage Accounts, a safekeeping account held by Pershing, LLC, a BNY Mellon company, which fulfills third-party safekeeping requirements. In comparing the two accounts both provide these services with zero fees with a required minimum balance, however the US Bank Institutional & Custody account had other products available as well that would be a benefit to the City and its investments.

With the US Bank account we would have access to deposit funds with ICS (IntraFi Cash Services) which is basically a deposit account similar to a CD (Certificate of Deposit), however it is Multi-million-dollar FDIC insured as opposed to $250,000 with a CD and is also liquid daily meaning you do not wait to maturity. Also, with the US Bank Institutional Trust & Custody account any funds not invested at the end of the day are automatically swept into a US Treasury Obligation Fund, therefore cash does not sit idle.

STAFF REVIEW

To remain in compliance with Council Policy 80-04 an alternative needs to be selected and based on these two option staff feels that the US Bank Institutional Trust & Custody account will be the best option for the city. This will maintain the investments of the City at a third party trust and will be in the City's name and control. All securities will be received and delivered using standard delivery vs payment (DVP) procedures to ensure the transfer of securities only happens after payment has been made.

LEGAL REVIEW

The City Attorney has reviewed this staff report and approves it as to form.

FISCAL IMPACT

There is no fiscal impact related to this item.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into the custody agreement with US Bank National Association.

Attachments

Custody (General Assets).pdf

ATTACHMENT A

THIS DOCUMENT IS A STANDARD AGREEMENT FOR USE WITH **GENERAL ASSETS** (AND NOT WITH AN INSURER, INVESTMENT-FUND SPONSOR, OUTSIDE TRUSTEE, OR EMPLOYEE BENEFIT PLAN). IF YOU PROPOSE ANY EDITS TO THIS STANDARD AGREEMENT, THEN U.S. BANK NATIONAL ASSOCIATION WILL RETRACT ANY FEE PROPOSAL THAT ASSUMES **USE OF THE STANDARD AGREEMENT WITHOUT EDITS** AND WILL ISSUE A NEW FEE PROPOSAL WITH HIGHER FEES.

CUSTODY AGREEMENT (GENERAL ASSETS)

This Custody Agreement (the "Agreement") is between _____City of Lawndale_____ (legal name of entity), a ____government municipality_____ (legal form of entity) organized under the laws of _California_____, ("Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1
DEFINITIONS

1.1. **"Account"** means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).

1.2. **"Accounting Standards"** means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurement*, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.

1.3. **"Affiliated Investment"** means a security or other property issued, offered, or serviced by Customer or Customer's affiliate.

1.4. "**Assets"** means the securities, cash, and other property Customer contributes, or causes to be contributed, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

1.5. **"Cash-flow Analysis"** means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of contributions, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.

1.6. **"CFR"** means the Code of Federal Regulations.

1.7. **"Client-controlled Asset"** means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.

1.8. **"Code"** means the Internal Revenue Code of 1986, as amended.

1.9. **"Depository"** means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

1.10. **"DTC"** means the Depository Trust Company.

1.11. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.12. **"Guidelines**" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time

1.13. **"Harm"** means claims, costs, damages, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, and taxes.

1.14. **"Indemnified Person"** means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.

1.15. **"Investment Advice"** means a recommendation, or a call-to-action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.

1.16. **"Investment Company Act"** means the Investment Company Act of 1940, as amended.

1.17. **"IRS"** means the Internal Revenue Service.

1.18. **"Messaging System"** means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.

1.19. **"National Securities Exchange"** means a securities exchange that is registered with the SEC (as defined below) under Section 6 of the Securities Exchange Act of 1934.

1.20. **"Plan-assets Vehicle"** means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA §§3(42) and 401 and 29 CFR §2510.3-101).

1.21. **"Private Fund"** means an issuer that would be an "*investment company*" as defined in the Investment Company Act but for §3(c)(1) or (7) thereof.

1.22. **"SEC"** means the United States Securities and Exchange Commission.

1.23. **"State"** means the State of Minnesota, United States of America.

1.24. **"Statement Recipient"** means Customer and anyone else Customer so designates.

1.25. **"Sub-account"** means a separate portion of the Account.

SECTION 2
APPOINTMENT AND ACCEPTANCE

2.1. **Appointment; Acceptance.** Customer hereby appoints Bank as custodian of the Assets. Bank hereby accepts such appointment and agrees to hold the Assets in the Account with due care in accordance with reasonable commercial standards, upon the terms and conditions set forth below.

2.2. **Establishment of Account.**

2.2.1. Customer hereby contributes Assets, or causes Assets to be contributed, to the Account.

2.2.2. Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches any such representation, warranty, or covenant:

2.2.2.1. Customer holds good and valid legal title to all Assets.

2.2.2.2. None of the Assets is (i) an asset of any "plan" as defined in ERISA §3(3); any "plan" as defined in Code §4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to the requirements of a special reserve bank account under SEC Rule 15c3-3; a customer segregated account, cleared swaps customer account, or customer secured

account under U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.2.2.3. Customer is neither (i) a Private Fund, (ii) an investment pool or entity that is an "*investment company*" as defined in Investment Company Act §3(a) or is excluded from such definition (or exempted from regulation) by the Investment Company Act, (iii) an insurer, (iv) a reinsurer, nor (v) a natural person.

2.2.2.4. Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

2.2.3. As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different taxpayer identification number than Customer and acknowledges that each Sub-Account will have the same taxpayer identification number as Customer.

2.2.4. Customer hereby covenants not to cause or permit the Account to acquire any Affiliated Investment the price of which is not quoted on a National Securities Exchange.

2.2.5. Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3
BOOKS, RECORDS, AND ACCOUNTS

3.1. **Accounting.** Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.

SECTION 4
ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

4.1. Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2. **Account Statements.** Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. (However, if Customer directs Bank to hold an Account statement, then Bank may delay delivery thereof until thirty (30) calendar days after the hold has expired.) Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly".

(*Check at least one*):
- ☒ Monthly
- ☐ Quarterly
- ☐ Semi-annually
- ☒ Annually

4.3. **Confirmations; Notification by Agreement.** Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR §12.4(a) or (b) at no additional cost to Customer.

4.4. **Corporate Actions.** Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning corporate actions.

4.4.1. Notwithstanding anything herein to the contrary, Bank will, without forwarding such information or providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim regarding class-action litigation over a security held in the Account during the class-action period (but only if Bank received notice thereof during the term of this Agreement), regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

4.5. Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

SECTION 5
POWERS OF BANK

5.1. In the performance of its duties under this Agreement, Bank shall have the power to:

5.1.1. **Sign Documents.** Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

5.1.2. **Hire Service Providers.** Hire service providers to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank, and provide them with information about the Account as needed to that end.

5.1.3. **Hold Assets Un-invested.** Hold in a noninterest-bearing deposit account of Bank any cash Assets (i) that are subject to pending investment or distribution directions received by Bank with respect to the Account, (ii) that were received by Bank too late in the day to be invested into the Account's designated sweep vehicle, or (iii) as directed under this Agreement or as needed to implement directions under this Agreement.

5.1.4. **Retain or Interplead Disputed Funds.** With respect to Assets that are the subject of a dispute, (i) withhold delivery or distribution thereof pending final adjudication of the dispute by a court or (ii) file an interpleader action or petition a court for instructions at Account expense.

5.1.5. **Distribute Assets.** Distribute Assets as set forth herein.

5.1.6. **Safe-keep Assets.** Safe-keep Assets.

5.1.7. **Register Assets.** Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.

5.1.8. **Maintain Assets at a Depository or with a Sub-custodian.** Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.

5.1.9. **Maintain Assets at a Mutual Fund.** Maintain Assets that are mutual-fund shares in Bank's omnibus position at the fund.

5.1.10. **Collect Income.** Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.

5.1.11. **Exchange Foreign Currency.** Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.

5.1.12. **Advance Funds or Securities.** Advance funds or securities in furtherance of settling securities transactions and other transactions under this Agreement.

SECTION 6
PERMISSIBLE INVESTMENTS; SWEEP DIRECTION

6.1. Permissible investments for the Account include, but are not limited to, any securities or property administered, advised, custodied, held, issued, offered, sponsored, supported by the credit of, underwritten, or otherwise serviced by Bank or by Bank's affiliate.

6.2. **Sweep Direction.** To the extent Bank has received no investment direction as to cash Assets held in the Account, Bank will use such Assets to purchase a position in the Account's designated sweep vehicle.

SECTION 7
SETTLEMENT

7.1. Upon receipt of directions from Customer, Bank will settle purchases made with Assets and sales of Assets on a contractual basis according to Bank's instruction-deadline schedule and current securities-industry practices, if Bank has all the information and the Account has all the Assets necessary for the purchase or sale. With respect to purchases and redemptions of mutual-fund shares, Customer hereby acknowledges that meeting Bank's internal trading cut-off on any business day does not guarantee (i) that Bank will settle the purchase or redemption on the same business day or (ii) if the fund has a floating or variable net asset value ("NAV"), the use of the NAV then most recently determined.

7.2. Customer hereby covenants not to (i) direct the purchase of an asset, notify a third party that Bank will settle the purchase, or cause or permit anyone else to provide such direction or notice, if the Account has insufficient funds to settle the purchase; (ii) cause or permit proceeds from the sale of an Asset to be used to pay for the earlier purchase of the same Asset; or (iii) cause or permit the sale of an Asset that the Account has not fully paid for.

7.3. With respect to any sale of an Asset on a non-delivery-versus-payment basis, Bank hereby covenants to use commercially reasonable efforts to obtain payment on the same business day that Bank delivered the Asset, and the Account (and not Bank) assumes all risk that payment is delayed or not received.

SECTION 8
PRICE-REPORTING; CLIENT-CONTROLLED ASSETS

8.1. **Price-reporting.** For purposes of reporting the price of an Asset on an Account statement:

8.1.1. **Pricing from Vendor or Exchange.** If Bank receives a price from its third-party pricing vendor, or if a price is quoted on a National Securities Exchange, then Bank will report such price.

8.1.2. **Pricing from Other Sources.** If Bank does not receive a price from its third-party pricing vendor, and a price is not quoted on a National Securities Exchange, then Bank will report (i) the most recent price that Bank received from Customer or Customer's agent (and Customer hereby covenants that Customer and Customer's agents will use a pricing form acceptable to Bank as the means of providing prices to Bank), (ii) the most recent price that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider, (iii) the Asset's par value, or (iv) a nominal value for the Asset.

8.1.3. **Limitations.** Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary price-reporting function and that the reported price might be neither fair market value nor fair value (under Accounting Standards or applicable law). Customer hereby covenants not to rely on the reported price as a substitute for (i) determining the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or

other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

8.1.4. **Pricing Sources; Methodology.** Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

8.2 **Client-controlled Assets.** Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

8.2.1. Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets.

8.2.2. Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

8.2.3. When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, price, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

8.2.4. Such assets are subject to **Exhibit A (Fee Schedule)** hereto.

SECTION 9
LIMITATIONS ON DUTIES

9.1. Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR §9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

9.2. The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:

9.2.1. Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

9.2.2. Act as trustee of the Assets.

9.2.3. Act as custodian of any assets other than the Assets.

9.2.4. Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).

9.2.5. Provide Investment Advice.

9.2.6. Determine, monitor, question, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

9.2.7. Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine or question whether the asset or document is authentic, genuine, enforceable,

properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.

9.2.8. (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.

9.2.9. Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity or debt issue.

9.2.10. Determine or question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to take notice of facts not actually known by any Bank employee with direct responsibility for providing services under this Agreement.

9.2.11. Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.

9.2.12. Monitor service providers hired by Customer or guarantee their performance.

9.2.13. Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 10
AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

10.1. **Authorized Persons.** With respect to this Agreement:

10.1.1. Customer will notify Bank of the identity of each (i) employee of Customer who is authorized to act on Customer's behalf, (ii) third-party agent that is authorized to act on Customer's behalf, and (iii) employee of each third-party agent who is authorized to act on such agent's behalf. In no event is any such agent authorized to execute this Agreement or any amendment thereto or to terminate this Agreement.

10.1.2. Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer (or, with respect to any such employee of any such agent, from such agent).

10.1.3. Customer hereby represents and warrants that any such employee or agent was duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time. Customer hereby acknowledges that (i) such employee's or agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.

10.2. **Delivery of Directions.** Any direction, notice, or other communication under this Agreement will be given in writing and (i) addressed as provided pursuant to this Agreement, (ii) entered into Bank's on-line portal, or (iii) sent by Messaging System. If a direction, notice, or other communication was so addressed, entered, or sent, then the recipient bears no risk that the direction, notice, or other communication as received by the recipient was compromised by fraud. Furthermore, any direction under this Agreement to Bank to distribute or transfer cash Assets will not be sent by email.

SECTION 11
FEES AND EXPENSES

11.1. **Fees; Expenses.** Customer shall pay Bank compensation for providing services under this Agreement. A schedule of that compensation is attached as **Exhibit A (Fee Schedule)** hereto.

11.2. **Outstanding Fees and Expenses.** To the extent of any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

11.3. **Advance of Funds or Securities.** To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206, and Customer hereby acknowledges that the obligation to pay a purchase price to Bank arises at the time of the purchase.

SECTION 12
INDEMNIFICATION

12.1. **Indemnification.**

12.1.1. Customer hereby indemnifies and releases each Indemnified Person and holds each Indemnified Person harmless from and against any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with this Agreement or the Account, except to the extent that a court of competent jurisdiction has made a final, non-appealable judgment that the Harm resulted directly from the Indemnified Person's willful misconduct, gross negligence, or bad faith.

12.1.2. The foregoing provisions shall survive the termination of this Agreement.

12.2. ***Force Majeure.*** No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars and the invocation of war powers), revolutions, insurrections, riots, civil commotion, acts of God, medical emergencies, disease outbreaks, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control, regardless of whether such was already in existence as of the date of this Agreement. Nor will any such failure or delay give any party the right to terminate this Agreement.

12.3. **Damages.** No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.

12.4. **Statements.** Bank is not liable with respect to the propriety of Bank's actions or omissions reflected in a statement furnished under this Agreement, except to the extent a Statement Recipient objects to Bank within thirty (30) calendar days after such statement is furnished.

SECTION 13
TERMINATION OR SHUTDOWN

13.1. **Termination of Agreement.** This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.

13.2. **Resignation; Removal.**

13.2.1. Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian.

13.2.2. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has

received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

13.3. **Shutdown.** Notwithstanding anything herein to the contrary, Bank shall have the power to segregate or restrict an asset, delay processing a direction or transaction, refuse to process a direction or transaction, or suspend the Account for one or more business days or close the Account or terminate this Agreement at any time (i) to comply with Bank's economic sanctions or anti-money laundering policies or obligations, (ii) to safeguard against fraud, or (iii) pursuant to a court order or direction of an authorized governmental agency or as required by law, and Bank will incur no liability to any person or entity for any Harm in connection with any such segregation, restriction, delay, refusal, suspension, closure, or termination.

SECTION 14
DATA PRIVACY, CONFIDENTIALITY, AND SECURITY

14.1. **Definitions.** For purposes of this Section:

14.1.1. "**Applicable Privacy, Confidentiality, and Security Laws"** means, with respect to a party, all applicable federal, state, and local laws, rules, regulations, directives, and other binding requirements issued by any Governmental Authority (as defined below) pertaining to the privacy, confidentiality, or security of Confidential Information (as defined below), including, with respect to Bank, GLBA (as defined below).

14.1.2. **"Confidential Information"** means all information, data, documents, records, and other materials one party receives in connection with this Agreement or the Account from another party that is labeled "*Confidential Information*" or should reasonably be classified by the recipient as personal or confidential information given the nature of the information or the circumstances of its receipt, other than Non-Confidential Information (as defined below).

14.1.3. **"GLBA"** means the Gramm-Leach-Bliley Act, 15 U.S.C. §§6801 *et seq.*, and its implementing regulations, including Regulation P, 12 C.F.R. Part 1016**.**

14.1.4. **"Governmental Authority"** means, with respect to a party, a state or federal governmental entity having jurisdiction over such party with respect to the activities that are the subject matter of this Agreement.

14.1.5. **"Non-Confidential Information"** means information (i) of the disclosing party that was known by the receiving party without any obligation of confidentiality prior to the disclosing party's disclosure thereof; (ii) of a party that was or becomes publicly available other than pursuant to a breach of this Agreement by the other party; (iii) of a party that was received by the receiving party in good faith on a non-confidential basis from a third party that is not actually known to the receiving party to have disclosed such information in violation of a confidentiality agreement in favor of the other party; (iv) that is independently developed by one party without use of Confidential Information; or (v) of a party that is approved for disclosure by that party.

14.1.6. **"Services"** means the services provided by Bank pursuant to this Agreement.

14.2. **Compliance with Law.** Bank hereby represents and warrants that it complies with all Applicable Privacy, Confidentiality, and Security Laws.

14.3. **Privacy.**

14.3.1. **Program.** Bank hereby represents and warrants that it maintains an enterprise-wide privacy program that (i) complies with federal banking law and regulations and (ii) is consistent with industry standards for providers of services similar to the Services.

14.3.2. **Use and Disclosure of Confidential Information.** Bank will use and disclose Confidential Information only as permitted by Applicable Privacy, Confidentiality, and Security Laws and this Agreement.

14.3.3. **Records Retention.** Bank will maintain commercially-standard records of Confidential Information for the period required by Applicable Privacy, Confidentiality, and Security Laws (or, if longer, the period required by Bank's

record-retention policy). Following the expiration of such period, Bank will, to the extent practicable, promptly destroy all Confidential Information.

14.3.4. **Aggregated, Anonymized, or De-Identified Data.** Customer hereby authorizes Bank to use Confidential Information in an aggregated, anonymized, or de-identified format (i) for the purpose of providing reports and analytics to other customers of Bank and to develop new products and services and (ii) for internal purposes that do not involve disclosure of such data to third parties.

14.3.5. **Consents.** If Customer is a "*financial institution*" as defined in GLBA [15 U.S.C. §6809(3)], then Customer hereby represents and warrants that Customer has obtained all consents from its customers as needed in order to permit Bank to provide the Services and to use Confidential Information as described in this Agreement.

14.4. **Information Security.**

14.4.1. **Program.** Bank hereby represents and warrants that it maintains an enterprise-wide information-security program that (i) complies with federal banking law and regulations and (ii) is consistent with industry standards for providers of services similar to the Services.

14.4.2. **Safeguards.** Bank will maintain physical, electronic, and procedural safeguards that are designed to (i) maintain the security and confidentiality of Confidential Information; (ii) protect Confidential Information against anticipated threats or hazards to the security or integrity of Confidential Information; and (iii) prevent unauthorized access to; unauthorized use, disclosure, or modification of; or misuse or loss of such Confidential Information that could result in substantial harm or inconvenience to Customer**.**

14.4.3. **Notification of Breach.** Bank will maintain an incident response program in accordance with the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice published by Office of the Comptroller of the Currency and other regulators. In accordance with the program, after Bank becomes aware that Confidential Information has been compromised as a result of a breach of security at Bank, Bank will promptly and without undue delay notify the Office of the Comptroller of the Currency and, to the extent permitted by law, Customer. Any such notice to Customer will describe the incident in general terms, the type of Confidential Information that was the subject of unauthorized access, and what Bank has done to protect Confidential Information from further unauthorized access. Bank will cooperate with Customer's reasonable inquiries relating to the breach, to the extent permitted by law.

14.5. **Business Continuity.**

14.5.1. **Business-Continuity Plan.** Bank hereby represents and warrants that it maintains a business-continuity plan that (i) complies with federal banking law and regulations and (ii) is consistent with industry standards for providers of services similar to the Services.

14.5.2. **Transfer of Services.** In the event of a *force-majeure* event or a bankruptcy or insolvency of Bank that renders Bank unable to provide the Services, Bank will cooperate with Customer and the replacement vendor selected by Customer to transition performance of the Services to such replacement vendor, including through the delivery of any Account records to such replacement vendor. However, the foregoing will not require Bank to provide any Confidential Information of Bank to any third party unless such third party has executed a confidentiality agreement acceptable to Bank.

14.6. **Audit.**

14.6.1. **Third-Party Audit.** Bank hereby represents and warrants that it obtains an independent auditor's System and Organization Controls (SOC) 2 Report or its equivalent annually.

14.6.2. **Assessment.** No more than once per calendar year, Customer has the right to assess the policies, standards, and practices of Bank with respect to the performance of this Agreement, to the extent necessary to verify Bank's compliance with the terms of this Section. Customer hereby acknowledges that information which Bank deems confidential or proprietary may not be considered necessary to verify Bank's compliance. The assessment will be conducted during regular business hours upon not less than ninety (90) calendar days written notice by Customer to Bank on a date agreed upon by

them. Bank will make efforts to resolve deficiencies noted as a result of such assessment in a manner commensurate to the risk those deficiencies represent.

14.6.3. **Regulatory Audit.** Bank hereby authorizes Customer to provide information regarding the performance of this Agreement to a Governmental Authority with authority to review Customer's service arrangements, but only when the Governmental Authority specifically requests such information. Notwithstanding anything in this Agreement to the contrary, Bank may disclose Confidential Information to a governmental agency that regulates Bank, whether in routine disclosures or in connection with such agency's inquiry about or examination of Bank records or otherwise, without notice to Customer.

14.7. **Insurance.** Bank hereby represents and warrants that (i) Bank maintains Cyber Liability Insurance, Bankers Professional Liability Insurance, and a Financial Institution Bond (Crime and Dishonesty Policy) and (ii) such insurance complies with federal banking law and regulations and is consistent with industry standards for providers of services similar to the Services. Upon Customer's request, Bank will provide Customer with copies of a certificate of insurance for each form of insurance stated above.

14.8. **Customer.** Customer hereby represents and warrants that it (i) complies with all Applicable Privacy, Confidentiality, and Security Laws, (ii) maintains an enterprise-wide information-security program that is consistent with its own industry's standards, and (iii) obtains an annual independent risk-assessment of its information-security program. Customer will (i) use and disclose Confidential Information only as permitted by Applicable Privacy, Confidentiality, and Security Laws and this Agreement; maintain commercially-standard records of Confidential Information for the period required by Applicable Privacy, Confidentiality, and Security Laws; and, following the expiration of such period, to the extent practicable, promptly destroy all Confidential Information; and (ii) notify Bank promptly and without undue delay after becoming aware that Confidential Information has been compromised as a result of a breach of security at Customer, cooperate in Bank's investigation of the breach, and address the cause of the breach.

14.9. **Third Party/Subcontractor.** Each party hereby acknowledges that it is responsible for the actions of its officers, directors, employees, and agents with respect to the privacy, confidentiality, and security of Confidential Information. Customer will not, and will not ask Bank to, disclose Bank's Confidential Information to any online portal or platform maintained by any third party that Customer has hired to manage or assess Customer's vendor due-diligence and monitoring activities, unless (i) Customer has identified the third party (and the portal or platform) to Bank, (ii) the third party has provided information about its information-security processes and procedures to Bank, in a form acceptable to Bank, (iii) Bank has assessed those processes and procedures, and (iv) Bank has notified Customer that such disclosure to the portal or platform is permitted under this Agreement.

SECTION 15
MISCELLANEOUS

15.1. **Services Not Exclusive.** Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

15.2. **Binding Obligations.** Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

15.3. **Complete Agreement; Amendment.**

15.3.1. **Complete Agreement.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

15.3.2. **Amendment.** This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, the terms of **Exhibit A (Fee Schedule)** hereto alone govern amendments thereto.

15.3.3. **Control Agreement.** Customer has the power to direct Bank to enter into a separate written control agreement with respect to the Account or any Asset. Any such control agreement prevails over this Agreement to the extent such agreements are inconsistent with each other.

15.4. **Governing Law; Venue.** This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court.

15.5. **Successors and Assigns.**

15.5.1. This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2. No party may assign any of its rights under this Agreement without the consent of each other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6. **Severability.** The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8. **Solvency.** Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9. **Tax-Lot Selection-Method.** For the purpose of complying with IRS regulations requiring cost basis reporting, Customer hereby designates the tax-lot selection-method for the Account:

- ☐ **Minimize Gain** – Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- ☒ **First In First Out (FIFO)** – Shares are sold from tax lots having the earliest federal tax acquisition date.
- ☐ **Last In First Out (LIFO)** – Shares are sold from tax lots having the most recent federal tax acquisition date.
- ☐ **Highest Federal Cost First Out (HIFO)** – Shares are sold from tax lots having the highest federal tax cost per share.
- ☐ **Lowest Federal Cost First Out (LOFO)** – Shares are sold from tax lots having the lowest federal tax cost per share.
- ☐ **Average Federal Tax Cost** – Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Customer directs otherwise.
- ☐ **Maximize Gain** – Shares are sold from tax lots having the lowest per unit federal tax cost.

If the foregoing does not designate one and only one tax-lot selection-method, then Customer is deemed to have designated FIFO method. If Customer wishes to use a tax-lot selection-method that is different from what is selected above for an individual trade, then Customer may designate such other selection-method when executing the trade.

15.10. **Shareholder Communications Act Election.** Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shares the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure"). To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one box below will cause Customer to be deemed to have consented to Disclosure and (ii) registers its (*check only one*):

Consent to Disclosure.
X Objection to Disclosure.

15.11. **Tax Reclaims; Proofs of Claim.** To the extent Bank provides the Account with a service to minimize foreign withholding or reclaim foreign taxes withheld with respect to an Asset or files any class-action proof of claim with respect to an Asset, Customer hereby consents to Bank's disclosure of Customer's name, address, and taxpayer identification number, as well as the Account's position in the Asset, to Bank's sub-custodians and other service providers, to the Asset's issuer and the issuer's agents, and to foreign tax authorities as needed in order to provide such service.

15.12. **Abandoned Property.** Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.13. **Legal Advice.** Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.14. **Waiver of Jury Trial.** Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.15. **Legal Action.** If Bank is served with any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, bankruptcy-court order, receivership order, or similar order relating to the Account (each, a "Legal Action"), then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying.

15.16. **Representations and Warranties.** Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

15.17. **Publicity.** No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

15.18. **Counterparts and Duplicates.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

15.19. **E-signature.** Each party hereby (i) consents to electronically sign this Agreement, amendments thereto, and Account forms requiring its signature, but may, by notice to each other party, withdraw such consent or opt-out of electronic signing and (ii) covenants to rely on DocuSign (or another e-sign vendor as subsequently agreed upon by all parties) to facilitate any such e-signatures. The party creating the e-signed document through its account with the e-sign vendor hereby covenants to retain the authoritative copy and provide a copy to each other party. No party hereby forfeits any power to use a conventional handwritten signature as a means of signing this Agreement, amendments thereto, and Account forms.

15.20. **Foreign Customer.** If Customer is organized outside the U.S., then Customer hereby acknowledges that (i) Bank has not obtained a license under the laws of Customer's domicile to provide the services described in this Agreement and (ii) Bank has no duty to determine or question whether this Agreement or any Account transaction complies with the laws of Customer's domicile.

15.21. **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

CUSTOMER: _____

By: _____
(Signature of Customer's authorized officer)

__Sean M. Moore_____
(Printed name of Customer's authorized officer)

Its: __City Manager_____
(Title of Customer's authorized officer)

Dated: _____

U.S. Mail Address:
_14717 Burin Ave._____
_Lawndale, CA 90260_____
_____

Email Address:
__smoore@lawndalecity.org_____

U.S. BANK NATIONAL ASSOCIATION

By: _____
(Signature)

_____
(Printed name)

Its: Vice President and Relationship Manager

Dated: _____

U.S. Mail Address:
_____
_____
_____

Email Address:
_____

CUSTODY AGREEMENT

Exhibit A (Fee Schedule)

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: **Designation of Voting Delegate & Alternate(s) to the 2025 League of California Cities Conference**

BACKGROUND

The League of California Cities (Cal Cities) Annual Conference and Expo will be held October 8-10, 2025 in Long Beach, California. During the annual business meeting on Friday, October 10, 2025, the General Assembly will consider and act upon resolutions that establish Cal Cities policies.

Pursuant to the Cal Cities bylaws, to vote on the resolutions, each city must formally designate a voting delegate and up to two voting alternates to represent their city at this meeting. Cal Cities requires receipt of each cities official voting delegate/alternate form through the online submission to Cal Cities. At the time of writing this report the deadline for submission of the delegate and alternate(s) names had not yet been established or advised.

We are also advised by Cal Cities that capacity to the conference is limited and registration is subject to sell out prior to deadlines. Online registration ends Friday, September 26; however, we are encouraged to register early to ensure our participation in the conference and voting process.

STAFF REVIEW

Designation of Voting Delegate/Alternate(s): Per the Cal Cities bylaws, every member city may designate a voting delegate and up to two alternate(s) by approval of the city council. In the past, the Mayor has polled the City Council to determine which members wished to attend the conference and participate as the voting delegate or alternate. The City Council then designated a voting delegate and voting alternate(s) by minute action. Staff recommends to continue the same process.

The City's most recent voting delegate and voting alternate(s) are listed below:

Year	Voting Delegate	Voting Alternate(s)
2024	Council Member Cuevas	Council Member Kearney
2023	Mayor Pro Tem Cuevas	Council Member Suarez
2022	Council Member Cuevas	Council Member Kearney
2021	Council Member Cuevas	Council Member Kearney

Conference Resolutions Prior to the Annual Conference and Expo: General Resolutions - Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees: The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo: Petitioned Resolutions - The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee: The Resolutions Committee considers all resolutions. General resolutions approved by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee, do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly unless they are disqualified.

General Assembly: During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

The City Council may wish to take a position on a resolution and give direction to the City's voting delegate in accordance with the position. Should that occur, City Council Members should request that an item be placed on a special council meeting agenda. Staff recommends that such requests be forwarded to the City Manager as soon as possible.

Conference Registration and Expenses: In order to participate, the voting delegate and voting alternate(s) must be registered to attend the conference. They can register for the full conference, or they can register for the Friday only conference which is offered at a reduced one-day rate. To be eligible to cast a vote, one voting delegate or alternate must be present at the Business Meeting on Friday, October 10, 2025, staying until the conclusion of voting, and in possession of the voting delegate card and voting tool. Each City is allowed one vote. The current schedule can be viewed in Attachment A - Schedule at a Glance.

Registration for the full 3-day conference is $ 725. Single day registration for the Business Meeting, or to attend any one day of sessions, is $ 375. For registrations completed by July 24, a $50 discount is applied to these rates. Additional reimbursable travel expenses may included daily round-trip miles for personal vehicle use, parking fees, and incidental meals not included. A City vehicle may be requested and, if available, will reduce the reimbursable costs for daily travel to and from the conference site in Long Beach.

During the FY 25/26 budget process, staff estimated the total cost for one person to attend the full conference to be up to $850 each; and a one-day session was estimated to cost up to $450 each.

LEGAL REVIEW

The City Attorney has reviewed and approved the report as written.

FISCAL IMPACT

The City Council travel and meetings account 100-100-510.620 is budgeted in this Fiscal Year 2025/26 for $1700 total for up to 2 attendees to attend this full conference including parking, mileage, and incidental meal reimbursements.

If more than 2 council members wish to attend the conference, additional budget appropriations may be required and are estimated to be $450 each for a one-day session only, or $850 each for the full 3-day conference, to include parking, mileage, and incidental meal reimbursements.

RECOMMENDATION

Staff recommends that the City Council:

1. Select a Voting Delegate and Voting Alternate(s) to represent the City at the 2025 League of California Cities Annual Conference;
2. Direct staff in the City Clerk Department to forward the appropriate formal minute action of such designation to the League of California Cities and the City Manager Department;
3. Determine if additional Council Members will attend the conference; if yes
4. Direct the Finance Director/City Treasurer to identify and appropriate the additional funding required, and make the appropriate transfer of funds to the City Council Travel/Meetings Fund No. 100-110-510.620;
5. Direct staff in the City Manager's Department to make the appropriate reservations for the approved travel.

Attachments

Attachment A_LCC Schedule at a Glance_October 8-10, 2025 - Long Beach.pdf

ATTACHMENT A

2025 League of California Cities Annual Conference and Expo

Long Beach, California

Printed from Website 6/25/25

SCHEDULE AT A GLANCE

(Schedule is subject to change.)

Tuesday, Oct. 7

Various Times	Pre-Conference Tours and Workshops *(additional registration required)*

Wednesday, Oct. 8

8:00 a.m. - 6:00 p.m.	Registration open/Voting Delegates Booth open
8:00 a.m. - 12:30 p.m.	Pre-Conference Tours and Workshops *(additional registration required)*
9:30 - 11:30 a.m.	AB 1234 Ethics Training
10:30 a.m. - 1:00 p.m.	Regional Division Lunches, Department and Caucus Meetings**
12:30 - 1:00 p.m.	First-Time Attendee Orientation
1:15 - 3:00 p.m.	**Opening General Session***
3:00 - 4:00 p.m.	Expo Hall Grand Opening*
4:00 - 5:30 p.m.	Concurrent Sessions, Expo Hall Open, and Department and Caucus Meetings**
5:15 - 7:30 p.m.	Host City Reception
7:30 - 9:30 p.m.	CitiPAC Event

Thursday, Oct. 9

7:30 a.m. - 4:00 p.m.	Registration open/Voting Delegates Booth open
8:30 a.m.	Petition Resolutions Due
8:30 - 9:45 a.m.	Concurrent Sessions and Caucus Meetings**
9:00 a.m. - 4:00 p.m.	Expo Hall Open
10:00 - 11:30 a.m.	**General Session***
11:30 a.m. - 1:00 p.m.	Attendee Lunch in Expo Hall
11:30 a.m. - 1:00 p.m.	Regional Division Lunches**
1:00 - 2:30 p.m.	Resolutions Committee
1:00 - 5:15 p.m.	Concurrent Sessions; Department, Issues Group, and Caucus Meetings**
Evening	Regional Division and Caucus Events**

Friday, Oct. 10

7:30 - 11:30 a.m.	Registration open
7:00 - 8:15 a.m.	Regional Division Breakfasts**
8:00 - 10:45 a.m.	Concurrent Sessions
8:30 - 10:30 a.m.	General Assembly
8:45 - 10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
11:00 a.m. - 12:30 p.m.	**Closing General Session***

**No competing events may be scheduled during this time.*
***Check with the staff assigned to your group for the specific day/time for this event. Additional registration may be required.*

CITY OF LAWNDALE

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

DATE:	July 21, 2025
TO:	Honorable Mayor and City Council
FROM:	Dr. Sean M. Moore, City Manager
PREPARED BY:	Adrian Gutierrez, Administrative Assistant II
SUBJECT:	**Agreement for CDBG Administration Assistance, Implementation and Labor Compliance (FY 2025-2026)**

BACKGROUND

Community Development Block Grants ("CDBG") are federal monies that the City receives as a participant in the Los Angeles County Urban County CDBG program through the Los Angeles County Development Authority ("LACDA") allocation. The City received CDBG funds because CDBG funds may only be spent in those areas of Lawndale determined to be block grant-eligible and include such projects and programs as senior activities and nutrition and street improvements.

The City opened a Request for Proposal ("RFP") for the implementation and assistance with the administration of the City's CDBG program and labor compliance on April 9, 2024. The deadline for the RFP was May 9, 2024, with Michael Baker International Inc. ("MBI") being the only firm to submit a response. The City awarded MBI with a one year contract for their services, with the option for a maximum of two (2) one-year extensions. Contracts in the past could not exceed a total of 3 years (based year with up to two year, annual extensions). The United States Department of Housing and Urban Development ("HUD") approved LA County's request to execute 5 year agreements (see attached bulletin).

STAFF REVIEW

Historically, MBI has been a consistent provider for the City's CDBG program administration and labor compliance since 2018. MBI will be ending the first year of the current contract on June 30, 2025. To maintain consistent and uninterpreted services for implementing and assisting with the City's CDBG program and labor compliance, staff is recommending that the City Council approve another one-year contract for MBI to continue providing their services during FY 2025-2026.

Below is a breakdown of the CDBG Administration and Labor Compliance costs.

Task:	**CDBG Budget:**	**Cost:**
Task 6.1 - D96342-25 Senior Activities Program	$37,787	$7,557
602714-24 Street Improvement Project:	**$382,748**	
Task 6.2 - CDBG Administration		$19,140
Task 6.3 - Labor Compliance Services		$57,410

602748 -25 Street Improvement Project:	**$214,129**	
Task 6.4 - CDBG Administration		$11,440
Task 6.5 - Labor Compliance		$31,385
Total:	**$634,664**	**$126,932**

LEGAL REVIEW

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

FISCAL IMPACT

Sufficient funding will be proposed in the FY 2025-2026 budget for these CDBG Administrative Professional Services, to be considered by the City Council at an upcoming meeting. Such funding of $126,932 will be allocated to fund 214 ("CDBG").

Funding for the optional years will be included in the draft budgets for Fiscal Years 2026-2027, FY 2027-2028, and FY 2028-2029 as those documents are prepared.

RECOMMENDATION

Staff recommends that the City Council approve the professional services agreement with Michael Baker International Inc. for the Community Development Block Grant Administration and Labor Compliance Services for FY 2025-2026.

Attachments

Attachment 1 - Amendment 1 for Lawndale FY25-26 CDBG Services

Attachment 2 - Michael Baker Service Agreement FY 25-26

Attachment 3 - LACDA Bulletin, Terms of Contracts

Attachment 4 - Project Selection for the 2025-2026 Community Development Block Grant Program Year

Attachment 1
Amendment 1 for Lawndale FY 25-26 CDBG Services

Michael Baker
INTERNATIONAL

We Make a Difference

June 23, 2025

Peter Kann, Community Development Director
CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, California 90260

RE: AMENDMENT NO. 1 PROPOSAL TO PROVIDE FISCAL YEAR 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM SERVICES

Dear Mr. Kann:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this request for Amendment No. 1 to our Professional Services Agreement with the City of Lawndale (dated July 1, 2024) to increase the budget to continue assisting the City with administration and labor compliance services for their CDBG programs.

The original Michael Baker proposal was in response to the City's Request for Proposals (RFP) released on April 9, 2024, which was for CDBG Program Implementation and administration assistance and labor compliance services for a not-to-exceed cost budget of $57,000 for Fiscal Year 2024-2025. The proposal also stated that an amendment would be required if additional services were to be added to the scope of work.

Micheal Neal and Shannon Andrews will continue to be the contact persons for this project, with other Michael Baker staff assisting as needed.

BUDGET
During the 2025–2026 fiscal year, the City will have approximately $636,664 in CDBG funds available as a participating city through the Los Angeles County Development Authority (LACDA). This includes $251,916 in the FY25-26 allocation and $382,748 in the remaining FY24-25 CDBG budget. Of this amount, $37,787 will be allocated to the D96349-25 Senior Activities Program, $382,748 will remain in the current 602714-24 Street Improvement project, and $214,129 will be allocated to the new 602748-25 Street Improvement project. Michael Baker is proposing a not-to-exceed cost of $126,932 for CDBG administration and labor compliance services, per the breakdown in the table below:

3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806
P: (562) 200-7173 F: (562) 200-7166

Task	CDBG Budget	Cost
Task 6.1 – D96342-25 Senior Activities Program	$37,787	$7,557
602714-24 Street Improvement Project:	$382,748	
Task 6.2 – CDBG Administration		$19,140
Task 6.3 – Labor Compliance Services		$57,410
602748-25 Street Improvement Project:	$214,129	
Task 6.4 – CDBG Administration		$11,440
Task 6.5 – Labor Compliance Services		$31,385
TOTAL:	**$634,664**	**$126,932**

**Labor Compliance task is subject to change. A new amendment may be prepared for City approval when information about the project is finalized by Public Works.*

Please find our key personnel hourly rates in the table below, beginning July 1, 2025*:

Name/Title	Hourly Rate
Micheal Neal, Program Manager	$175
Shannon Andrews, Project Manager	$170
Jessica Budin-Caloroso, Labor Compliance Manager	$145
Robert Villa, Labor Compliance Officer	$125
Ranique Dotson, Labor Compliance Specialist	$90
Shannon Martin, Technical Specialist	$90

**Adjustments will be applied to hourly rates in January of each fiscal year.*

We sincerely appreciate the opportunity to submit this proposal and look forward to continuing to assist the City with the administration and implementation of its CDBG programs. Please contact Shannon Andrews at (562) 202-0893 or by email at shannon.andrews@mbakerintl.com should you have any questions regarding this submittal.

Sincerely,

Fareeha Kibriya
Office Executive

Shannon Andrews
Project Manager

Please acknowledge your acceptance and approval of this Amendment No. 1 by signing in the space provided below.

Amendment No. 1 Approved By:

_____

Peter Kann
City of Lawndale
Community Development Director
Signed: _____

Attachment 2
Michael Baker Service Agreement FY 25-26

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

CDBG ADMINISTRATION ASSISTANCE AND IMPLEMENTATION

AND LABOR COMPLIANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 21st day of July, 2025, by and between the City of Lawndale, a municipal corporation ("City"), and Michael Baker International, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in accordance with that professional standard of care ordinarily observed by like professional firms performing similar services under similar circumstances ("Standard of Care").

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred twenty-six thousand and nine hundred thirty-two dollars ($126,932,.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for

the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 21, 2025, and continue in full force and effect until completion of the services no later than June 30, 2026.

4.0 COORDINATION OF WORK

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

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

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of Professional Liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

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

(b) Indemnity for Other Than Design Professional Liability. Other than as provided in subsection (a) and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees) to the extent caused by any negligent act, error or omission in the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

9.6 Waiver of Consequential Damages. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever suffered by the party, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
MICHAEL BAKER INTERNATIONAL, INC.
a Pennsylvania corporation, authorized to do business in California

By: _____
Name: Michael Tylman

Title: Assistant Secretary

By: _____
Name: William Hoose
Title: Associate Vice President

Address: Michael Baker International, Inc.
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90260

EXHIBIT "A"

SCOPE OF SERVICES

CDBG ADMINISTRATION AND IMPLEMENTATION

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

1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.

2. Prepare and submit to City a quarterly status report of all CDBG projects.

3. Develop time lines for each approved CDBG project, establishing key dates for review, and accomplishments and progress monitoring.

4. Review and maintain files for all CDBG projects.

5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.

6. Monitor and maintain all financial records relevant to CDBG-funded projects and reconcile any record discrepancies.

7. Prepare monthly reimbursement requisitions to the Los Angeles County Development Authority for all CDBG projects.

8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.

9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.

10. Establish and maintain all operating assignments with CDBG sub-recipients.

11. Prepare all CDBG-related submissions, as required by the Department of Housing and Urban Development ("HUD") and the Los Angeles County Development Authority ("LACDA") (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).

12. Perform liaison functions between the City and the Los Angeles County Development Authority.

13. Prepare all CDBG-related documents, including reports, contracts, agreements, and amendments.

14. Develop, prepare, and submit project amendments, as required, for all CDBG-funded projects.

15. Advise the City and ensure proper implementation of all CDBG program changes, including the implementation of a Commercial Rehabilitation and Residential Rehabilitation Program.

16. Prepare and submit a Cost Summary and all necessary documentation for the upcoming CDBG program year.

17. Conform with the mandatory regulatory provisions of the Urban County CDBG Program.

18. Be available at City Hall as necessary to complete all work items.

LABOR COMPLIANCE SERVICES

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

1. Review the Grant Agreement and CDBG Wage and Labor Compliance requirements for construction projects with project team (City, Construction Project Manager).

2. Prepare various reports for Wage and Labor Compliance including but not limited to Contract and subcontract activity (HUD Form 2516), Contracting and enforcement activity (HUD Form 4610) and Section 3 reporting. All reports will be delivered to City for review before the reporting deadlines and originals of the fully signed/executed final reports will thereafter promptly be delivered to the City.

3. Meet with City staff, LACDA, and/or local HUD representatives, as necessary, on the reporting requirements and worksite labor component supervision including proper documentation of all required paperwork.

4. Provide telephone support and attend meetings as requested by City.

5. Provide services for administering, monitoring and enforcing Labor Standards Provisions for CDBG-assisted construction projects administered by the City as needed including:

    - Assist and advise Project Construction Managers in the preparation of the Wage and Labor requirement sections for the Construction Bid Documents.

    - Determine the specific labor standards parameters applicable for each construction project.

- Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs.

- Ensure that the Federal Labor Standards Provisions (HUD Form 4010) are incorporated in specifications and/or contract(s).

- Ensure that the applicable DOL Wage Decisions are incorporated in project specifications and/or contract(s).

- Ensure that wage determinations are current at bid opening or other appropriate dates.

- Verify the contractor's eligibility to contract with Federal and State agencies.

- Conduct meetings to inform contractors of wage and reporting obligations.

- Identify and initiate requests for additional work classifications and wage rates as needed.

- Conduct Employee Field Interviews to confirm worker classifications and wage rates for the project's workforce (including apprentices) conform to the applicable Wage Decisions.

- Perform continuous and timely monitoring reviews of CPRA (California Public Records Act) and related submissions for compliance.

- Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.

- Inform the prime contractor of his/her responsibility to ensure that subcontractors make restitution payments or to make restitution payments on behalf of the subcontractors.

- Identify violations and investigate complaints of underpayment to workers.

- Submit a *Labor Standards Violation Report* and *5.7 Enforcement Report* to LACDA for complaints involving underpayments to workers.

- Refer cases for informal review and/or make recommendations for debarment.

- Require escrow accounts to ensure payment of outstanding wages.

- Close out escrow accounts in a timely manner in accordance with Federal Regulations and CDBG Contract and Labor Compliance Guidelines.

- Maintain a Labor Standards Administration & Enforcement file and document all activities.

6. All other CDBG-related work as directed by the City's Director of Community Development. All work items will be carried out in conjunction with City staff direction, input, and review.

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Records

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

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

and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- In the event of the Consultant's non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- The Consultant will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

- CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.

- SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

- "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended in 12 U.S.C, 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- The parties of the Agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement. The parties to this Agreement certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.

- The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

- The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of availability to comply with the requirement of these regulations.

- Compliance with provision of Section 3 of the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.

- LOBBYING CERTIFICATION. The Consultant certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or a making of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- The Consultant certifies that if any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying" in accordance with its instructions.

- The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

o DISCLOSURE AND COMPLIANCE. Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to the execution of this contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but no limited to 24 C.F.R Part 85, Section 85.36(b).

o CLEAN AIR AND WATER ACTS. The Consultant agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.

- Clean Water Act

- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended by Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

- National Environmental Policy Act of 1969.

- HUD Environmental Review Procedures (24 C.F.R., Part 58)

- Energy Policy and Conservation Act

- Executive Order 11738

  - LABOR STANDARDS. Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with Executive Order 11246, the Davis Bacon Act as amended, the provision of Section 103 and 107 of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Consultant shall maintain documentation which demonstrates compliance with hour and wages requirement of this part. Such documentation shall be made available to the City for review upon request.

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

- LOS ANGELES COUNTY REQUIREMENT

  - The Consultant certifies that it is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031); and

  - That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code; and

  - That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

Rates of Compensation

Staff Person:	**Hourly Rate:**
Michael Neal, Program Manager	**$175**
Shannon Andrews, Project Manager	**$170**
Jessica Budin-Caloroso, Labor Compliance Manager	**$145**
Robert Villa, Labor Compliance Officer	**$125**
Ranique Dotson, Labor Compliance Specialist	**$90**
Shannon Martin, Technical Specialist	**$90**

Consultant shall provide CDBG Program administration and implementation services at the City and at Consultant's corporate office as needed to adequately implement the program. No-to-exceed pricing for elements of the Scope of Services as follows:

• Items 1-18 of the CDBG Administration Scope of Services:	$30,580
• Senior Activities Program	$7,557
• Labor Compliance Scope of Services:	$88,795
	$126,932

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall provide the requested services detailed in Exhibit “A” of the Agreement through the term on an as-needed basis as directed by City staff. The City, in its sole discretion, may elect to extend this Agreement on the same terms set forth herein for as many as four (4) one-year extensions. To exercise an option to extend, the City’s City Manager must give notice to Consultant at least 30 days before the expiration of the current term and City and Consultant must enter into a written amendment to this Agreement.

Attachment 3
LACDA Bulletin, Terms of Contracts

LOS ANGELES COUNTY

GMU BULLETIN

COMMUNITY DEVELOPMENT COMMISSION • 700 W. Main Street • Alhambra • California 91801

NUMBER: 15-0007	SUBJECT: TERM OF CONTRACTS	
DATE: April 14, 2015	EFFECTIVE DATE: IMMEDIATELY	PAGE 1 OF 2

TO: PARTICIPATING CITIES
COUNTY DEPARTMENTS
COMMUNITY-BASED ORGANIZATIONS
OTHER PUBLIC AGENCIES
COMMUNTIY DEVELOPMENT COMMISSION DIVISIONS

As part of our ongoing compliance monitoring and technical assistance, we have been advising our subrecipient agencies that Community Development Block Grant (CDBG) funded contracts for goods and services could not exceed a total of three (3) years [i.e. a base year with up to two (2) yearly renewable options]. The source of this advice was a policy clarification memo that the U.S. Department of Housing and Urban Development (HUD) issued to CDBG grantees.

More recently, we submitted to HUD a request for a waiver from this three-year policy to enable the Commission to execute an agreement with a vendor to lease non-expendable equipment for five (5) years at substantial cost savings. HUD approved our request, and in this response, they clarified that the three-year standard:

- Is based on *HUD Notice-CPD-96-05*, subject: "*Procurement of consulting services by Community Development Block Grant (CDBG) recipients, HOME participating jurisdictions and subrecipients;*" and

- In accordance with Section F of this *HUD Notice*, this standard only applies to **consultant services provided under an employee/employer relationship contract [which are regulated by 24 CFR 570.200(d)(1)], and not to procurements that are subject to 24 CFR Parts 84 and 85 (the "*Common Rule*").**

> *Note: For consulting services under the employee/employer relationship, procurement is not required. However, where CDBG funds are used to pay the salary of a consultant in this relationship, for purposes of determining the length of stay in a position before it is re-advertised, the standard that shall apply is a maximum of three (3) years from the date the contract is signed. Once the three (3) years have lapsed, the agency is required to re-advertise. Subrecipients must follow their own formal personnel policies and procedures in obtaining consultant services under this provision of the regulations.*

Other than employee/employer relationships described above, the term for CDBG-funded contracts for goods and services may exceed three (3) years. Each subrecipient is expected to follow their own internal procurement policies and procedures, for determining the maximum term of a contract. Please ensure that your procurement policies and procedures for CDBG-funded contracts reflect applicable Federal, State and local laws and ordinances. If your Agency does not have procurement policies and procedures with defined maximum terms, then you must adhere to the Commission's procurement policy which sets the maximum term at five (5) years.

Please note that the term of all existing contracts prevails and cannot be automatically extended based on this new guidance. Additionally, unless stated in the solicitation documentation that the contract to be awarded calls for multi-year funding, contracts cannot be renewed or extended without further competition.

If your Agency decides to enter into a multi-year contract, the following should be taken into consideration:

- Adequate contract administrative oversight by your Agency to ensure that the contractor complies with contract terms and conditions;
- Language in the solicitation documentation and the contract that options to exercise successive years are subject to funding availability, need for services, and the contractor's ability to comply with contract terms and conditions; and
- Incorporate specific conditions and terms under which the contract may be terminated.

Please contact your Program Manager should you have any questions about this Bulletin.

Sincerely,

Scott Stevenson

SCOTT STEVENSON, Director
Community Development Division

SS:AC:BT:KH:vu
K:\GMU COMMON\PMT\BULLETINS\Term of Contract FY 14-15.doc

CITY OF LAWNDALE

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

DATE: January 6, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Peter Kann, Community Development Director

SUBJECT: **Project Selection for the 2025-2026 Community Development Block Grant Program Year**

BACKGROUND

The 1974 Housing and Urban Development Act established the Community Development Block Grant (CDBG) program in order to allocate Federal funds for State and local use. The use of these funds is restricted to programs that assist low and moderate-income persons. A secondary objective is to prevent and eliminate slum and blight conditions within a community.

The City of Lawndale is a participant in the Los Angeles Urban County CDBG program, and receives an annual allocation of CDBG funds from the Los Angeles County Development Authority (LACDA). The current estimate for the new CDBG allocation for FY 2025-26 is $248,883. This estimate is based on current CDBG funding levels and is consistent with the amount of funding the City has received over the last several years. This proposed CDBG allocation is a planning estimate only; LACDA will release final appropriations in spring 2025. The City's final CDBG allocation is generally within five to ten percent (5%-10%) of the estimate provided.

There are a number of other requirements for CDBG programs. CDBG funds may only be spent in those areas of the City determined to be block grant eligible (See Attachment A). The public must be given the opportunity to comment on the proposed budget (See Attachment B, Public Hearing Notice). Notices of a public hearing were posted at City Hall and published in the *Daily Breeze* on December 21, 2024, pursuant to the applicable public noticing requirements.

Lastly, the maximum amount of CDBG monies that the City may devote to public service projects is up to 15% of its new year allocation (approximately $37,332) and no single public service activity may be funded for less than $10,000.

The recommended CDBG expenditures for FY 2025-26 are consistent with the requirements listed above. The City's FY 2025-26 proposed program of projects and funding levels must be submitted to the LACDA no later than February 1, 2025. The project have been submitted to LACDA before the deadline.

STAFF REVIEW

As described previously, each year the LACDA provides a planning estimate of new CDBG funds that will be made available to the City. The proposed budget retains existing programs and provides sufficient funding for critical projects. The proposed funding strategy is as follows:

Senior Activities Program: The amount to be allocated for senior activities will be the maximum percentage (15%) allowed for public service programs. An estimated $37,332 will be used to continue the existing Senior Activities Nutrition Program.

Street Resurfacing Projects: The proposed resurfacing projects include the following streets:

Proposed Resurfacing Projects

Street Name:	From:	To:	PCI:	Estimated:
154th St	Hawthorne Blvd	Larch Ave	~56	$
Mansel Avenue	147th Street	145th St	~23	$
Total				$ 248,883

These projects will consist of street improvements, including cold mill variable depth of existing asphalt pavement, installation of new asphalt - asphalt rubber hot mix (ARHM), saw cutting and removal and reconstruction of PCC curb & gutters, reconstruction of curb ramps, reconstruction of driveway approaches, reconstruction of sidewalk, adjusting utility covers to grade, and pavement striping. Any unallocated CDBG funds not utilized (contingency funds) are rolled over to the following fiscal year and applied toward roadway projects.

ENVIRONMENTAL REVIEW

The proposed funding allocations is not considered to be a project under CEQA. Therefore CEQA does not apply.

COMMISSION REVIEW

Planning Commission review for this project is not required.

LEGAL REVIEW

The City Attorney has reviewed Resolution No CC-2501-005 and approved it as to form.

FISCAL IMPACT

Funding is for the FY 2025-26 budget year and will be incorporated into the City's budget as that budget is prepared. Additionally, CDBG funds awarded to the City will offset direct fiscal impacts to the City's General Fund.

RECOMMENDATION

It is recommended that the City Council:

1. Conduct a public hearing;
2. Adopt the FY 2025-26 budget for the CDBG program; and
3. Adopt Resolution No. CC-2501-005, approving the City's participation in the FY 2025-26 CDBG Program

Attachments

CC-2501-005.pdf

Copy of Published Notice.pdf

CDBG Map.pdf

ATTACHMENT A

RESOLUTION NO. CC-2501-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2025-2026

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, for the past 50 years the City of Lawndale (City) has participated in the Community Development Block Grant (CDBG) Program which was established under the Act; and

WHEREAS, the City has received a planning estimate that $248,883 in CDBG funds will be available to the City for the 2025-2026 Fiscal Year; and

WHEREAS, the City has posted information regarding the Community Development Block Grant Program as required by law and, after notice duly given as required by law, held a public hearing on January 6, 2025 to consider approving the City's proposed Community Development Block Grant Program for fiscal year 2025-2026, and evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the City Council has reviewed, analyzed and studied said proposal.

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

SECTION 1. The CDBG projects, FY 2025-2026 funding allocations, as listed in the CDBG Funding Chart for FY 2025-2026 as set forth on Exhibit A attached hereto and incorporated herein are hereby approved as the City's CDBG Program for Fiscal Year 2025-2026.

SECTION 2. That the Mayor and/or City Manager are authorized and directed to submit the City's proposed 2025-2026 planning documents to the Los Angeles County Development Authority (LACDA) setting forth the City's proposed projects and funding allocations. Should minor adjustments to the allocations vary from the figures contained herein and/or any amounts remaining unspent at the close of the preceding fiscal year, the City Manager is authorized to adjust funding to the approved eligible activities as necessary.

SECTION 3. That the Mayor and/or City Manager are authorized to execute all necessary contracts and agreements with the Los Angeles County Development Authority (LACDA) and

with each approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 6th day of January, 2025

_____
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erika Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Resolution No. CC-2501-005 at its regular meeting held on the 6th day of January, 2025, and duly approved and adopted said resolution at its regular meeting held on the 6th day of January, 2025, 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					
Bernadette Suarez					
Sirley Cuevas					
Frank M. Talavera					

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT A
CDBG FUNDING CHART FOR FY 2025-2026

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total
Senior Activities (Max. 15%) Nutrition	$ 37,332	N/A	$ 37,332
Street Projects			
***CBDG FY 25/26 Highlighted in Gray**	$ 211,550	$ N/A	$ 211,550
TOTAL	**$248,883**	**$** N/A	**$248,883**

Street Name:	From:	To:	PCI:	Estimated:
154th	Hawthorne Blvd	Larch Ave	~56	$
Mansel Ave	147th St	145th St	~23	$
Total				$248,883

ATTACHMENT B

PUBLIC NOTICE
CITY OF LAWNDALE
City Council Meeting

Notice is hereby given that at **6:30 p.m.** on **Monday, January 6, 2025**, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burin Avenue, Lawndale, CA to review the following proposal:

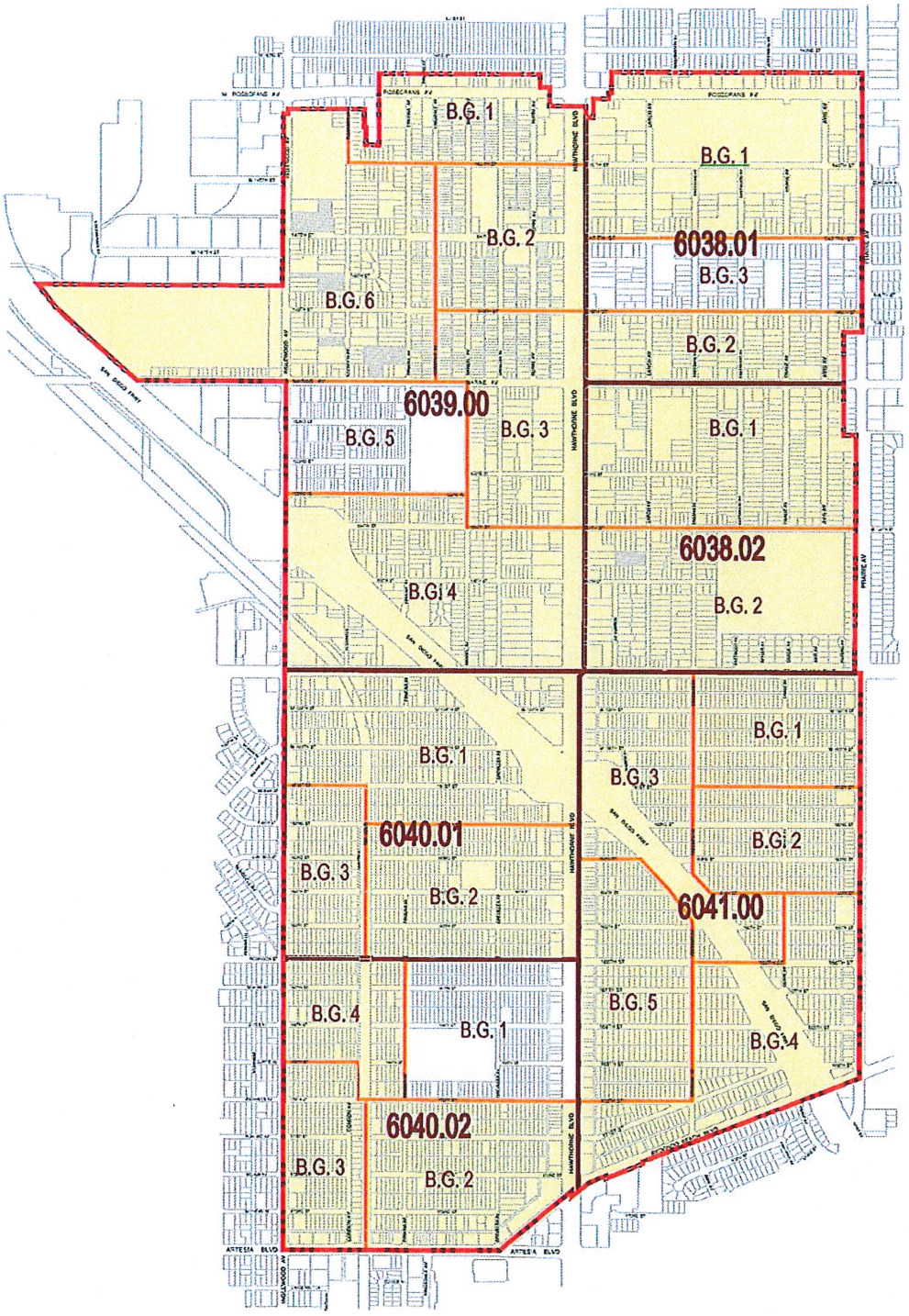
PROJECT SELECTION FOR THE 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.

The City of Lawndale is soliciting public input to consider the expenditure of funds to be received as a result of the 1974 Housing and Community Development Act. The public is encouraged to attend and suggest needs and priorities for possible funding during the 2025-2026 (51st) program year beginning July 1, 2025. Initial estimates are that Lawndale will be allocated approximately $248,883 for this Program Year. These are restricted funds to be used to assist low and moderate income persons, or to remove slum and blight conditions. A maximum of 15% of the annual allocation may be used for public service projects. A draft program will be presented for the City Council to consider. Current programs include: Senior Activities and Street Improvements.

Those wishing to comment on this item may do so in person at the public hearing, or by submitting written comments to pkann@lawndalecity.org by 5:30 p.m., January 6, 2025. You may contact Peter Kann, Interim Planning Manager, MBI Consultant for further information regarding this matter at (310) 973-3231.

Daily Breeze
Published: 12/21/24

ATTACHMENT C



CDBG - LOW AND MODERATE INCOME AREA MAP
2010 CENSUS AREAS
(As of July 1, 2014)

LEGEND:

- CITY BOUNDARY
- LOW AND MODERATE INCOME BLOCK GROUPS
- CENSUS TRACT
- BLOCK GROUP

N W E S

0 ft. 800 ft. 1,600 ft.
scale

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Request to Renew Contract with SPCA for Kenneling and Animal Care Services**

BACKGROUND

For the past two decades the City of Lawndale has partnered with the Society for the Prevention of Cruelty to Animals (SPCA) to provide animal sheltering and care services for the City of Lawndale and this contract has resulted in a positive and prosperous partnership for both parties. SPCA has provided the City with after-hours care and kenneling for stray dogs and cats, and temporary kenneling for pets that are lost. SPCA also handles the intake and disposal of all deceased animals found in the City of Lawndale.

The SPCA animal shelter is in the neighboring City of Hawthorne and the shelter allows City staff 24 hour a day, seven day a week access into their shelter facility, even when they are closed. Their proximity to Lawndale and the simple and quick process in which animals are processed with SPCA adds to the benefits of using this shelter.

STAFF REVIEW

Although this partnership has been historically positive, gradual increases in fees over three successive contract years have created a burden for the City, and alternative options have been considered. However, the only other two agencies that are relatively close to the City of Lawndale that provide animal care services are The LoveJoy Foundation and Los Angeles County Animal Care and Control, and neither currently have availability.

There are other animal care agencies such as Southeast Area Animal Control Authority (SEAACA) which services cities east of Lawndale, Long Beach Animal Control which services communities to the south, and San Gabriel Humane Society to the north. Staff has contacts with each of these organizations, but the distance to each of these shelters, along with rising costs for kenneling, make each of these options untenable.

As in previous years, SPCA has again increased their monthly fees, with the price now raised to $14,100 per month. Staff will continue to seek alternative options for the residents and will provide regular updates to the City Council on any progress that is made, but for now, SPCA is still the best option for the City of Lawndale.

LEGAL REVIEW

The City Attorney has reviewed this staff report and approves it as to form but recognizes that the City has no other available options at this time. The City Attorney acknowledges this is a significant financial increase to the City and that the contract contains terms detrimental to the City from a financial and contract administrative perspective. While the City Attorney would normally not approve the form of such an agreement, this can move forward due to the lack of available options and with the recommendation that this contract only be passed with the understanding the Staff will continue to seek out better options when they become available and will look for City Council direction in the future when a more reasonable offer is available.

FISCAL REVIEW

SPCA is increasing its monthly fees from $13,400 per month to $14,100 per month which is an increase of $700 per month, bringing the total annual cost to $169,200 for fiscal year 2025/26. Additionally, penalties can be implemented when animal intakes exceed 55 animals per month or for bringing in exotic animals. Staff is also asking for a reserve balance of $1,200 to be set aside for any contingencies.

RECOMMENDATION

Staff recommends that the City Council approve the request to renew the contract with the Society for the Prevention of Cruelty to Animals for Kenneling and Animal Care Services at the total annual cost of $169,200 for fiscal year 2025/26.

Attachments

SPCALA for City of Lawndale Animal Sheltering Svcs Contract 2025-2026

ATTACHMENT A

ANIMAL SHELTERING SERVICES CONTRACT

Per special request of the City - but no less than the minimum required by law, this AGREEMENT is entered into on this 1st day of September 2025 between the **CITY OF LAWNDALE**, a general law city and municipal corporation, ("**CITY**") and **THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS** (spcaLA), a California Corporation ("**CONTRACTOR**").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, **CITY** and **CONTRACTOR** hereby agree as follows:

1. **SCOPE OF SERVICES:**
   a) **CONTRACTOR** will serve as the Director of Animal Sheltering for **CITY** in accordance with holding periods required by applicable law. **CONTRACTOR** will accept animals from **CITY** including stray animals found in **CITY** turned in by any citizen. **CONTRACTOR** will also accept owned animals relinquished by citizens of the **CITY** **[upon payment of the CONTRACTOR'S fee for such services]**. To fulfill this responsibility **CONTRACTOR** will maintain an animal shelter located at 12910 Yukon Avenue in the City of Hawthorne during the term of this Agreement. **CONTRACTOR** may, in its sole discretion, move animals to another suitable sheltering facility for any reason, including but not limited to maintenance, business necessity, a natural disaster or a pandemic.
   b) **CITY** agrees to ensure that all animals requiring immediate medical attention receive emergency medical care as required by applicable law before depositing said animal with **CONTRACTOR**. **CITY** is requested to bring veterinary medical records from the hospital with the animal. If animals requiring immediate medical attention are deposited with CONTRACTOR, all medical expenses will be billed to the **CITY** plus a One-thousand Dollars ($1,000.00) Admin fee per animal to be added to the monthly invoice from **CONTRACTOR**.
   c) **CITY** agrees No un-weaned animals will be deposited after normal business hours as they can die due to the lack of care after hours.
   d) **CITY** will ensure all wildlife or exotics, i.e. ducklings, possums, racoons, etc., or ANY animal, regardless of age or species, that requires specialized care, (anything besides a dog, cat, rabbit or pocket pet), would be taken to a rescue that specializes in the species. If the **CITY** does not fulfill this requirement, **CITY** agrees to pay cost of service, and a One-thousand Dollars ($1,000.00) Admin fee per animal to be added to the monthly invoice from **CONTRACTOR** to cover the cost of specialized care while in **CONTRACTOR'S** custody.
   e) **CITY** agrees to ensure to collect One Hundred and Fifty ($150.00) relinquishment fee for owner relinquished animals (live and dead), and remit to **CONTRACTOR** upon delivery of animal with checks to be made payable to spcaLA. If the **CITY** does not fulfill this requirement, **CITY** agrees to pay One Hundred and Fifty Dollar ($150.00) relinquish fee to be added to the next month's invoice.
   f) **CONTRACTOR** agrees not to provide animals for scientific research.

2. **FEES.** **CITY** agrees to pay **CONTRACTOR** a sum equal to fourteen-thousand-one-hundred-dollars & 00/100 ($14,100.00) per month for **CONTRACTOR'S** services for receiving (55) fifty-five animal intake per month. Animal intake more than 55 each month will be billed at a rate of Three-hundred Dollar ($300.00) per month and added to the monthly invoice. A One-hundred Dollar ($100.00) fee will be charged per day per animal held in excess of the **CITY'S** mandated holding period at the **CITY'S** request of three days (3). This includes confiscated animals and held for any reason until they are released by the city to the Contractor. For a new contract, this monthly fee is based upon costs to the **CONTRACTOR** and upon initial estimates of animal intake activity provided by the **CITY**. For a renewal contract, the fee is based upon historical animal intake activity data and increased costs to run the Shelter. In either circumstance, the **CONTRACTOR'S** costs and the **CITY'S** animal intake activity will be reviewed periodically by the **CONTRACTOR** during the contract term

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to determine if an adjustment is needed. Should a fee adjustment be deemed necessary based on either costs or activity, it will take effect on the next invoice prepared to the **CITY.** **CONTRACTOR** will invoice **CITY** each month. **CITY** agrees to pay each invoice within fourteen (14) days after receipt of an invoice. If payment is not received from **CITY** by the 20th day of each month, a 10% late fee will be added to the following month's invoice. The late fee will be added each month until the invoice is paid. If payment is not received, then **CONTRACTOR** has the right to stop services until the payment is received. **CONTRACTOR reserves the right to charge additional fees for violations of SCOPE OF SERVICES up to $5,000.**

3. **TERM.** The term of this Agreement is from **September 1, 2025 to August 31, 2026**.

4. **TAXPAYER IDENTIFICATION NUMBER.** **CONTRACTOR** will provide **CITY** with a taxpayer identification number.

5. **PERMITS AND LICENSES.** **CONTRACTOR**, at its sole expense, will maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

6. **PROJECT COORDINATION AND SUPERVISION.**

(a) Denise Jakcsy will be assigned as **CONTRACTOR'S** Project Manager and will be responsible for coordination with CITY'S Project Manager for the services described herein.

(b) Michael Reyes will be assigned as **CITY'S** Project Manager and will be personally in charge of and personally supervise the Project on a day-to-day basis on behalf of **CITY** and will maintain direct communication with **CONTRACTOR'S** Project Manager to facilitate **CONTRACTOR'S** provision of the services described herein.

7. **TERMINATION FOR CONVENIENCE**.

(a) Notwithstanding anything to the contrary set forth in Section 3, either party may terminate this Agreement for convenience at any time with or without cause upon a minimum (30) days' written notice. Termination will come into effect on the last day of the month following the (30) days' notice and will be billed for the full month of service the termination takes effect. Any remotes or keys to the facility are to be returned to **CONTRACTOR** by the **CITY** on the day the contract terminates. If not returned on the termination date, a fee of $100 per day will be incurred until they are returned.

(b) **CONTRACTOR** and **CITY** each waive any and all claims for damages that might otherwise arise from termination of this Agreement pursuant to this Section.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, the parties agree to save, indemnify, defend, and hold harmless each other, and its affiliates, and their directors, officers, employees, agents, successors and assigns, from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened,

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attorney fees, expert fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined. It is expressly understood and agreed that the foregoing will survive termination of this Agreement.

9. **ASSIGNABILITY.** This agreement is for **CONTRACTOR'S** unique services. **CONTRACTOR** may not assign the benefits or burdens of this Agreement without **CITY'S** prior written consent.

10. **INDEPENDENT CONTRACTOR. CITY** and **CONTRACTOR** agree that **CONTRACTOR** will act as an independent contractor and will have control of the method and manner in which the services are performed hereunder.

CONTRACTOR is free to contract for similar services to be performed for other entities while this Agreement is in effect with **CITY**. **CONTRACTOR** is not an agent or employee of **CITY** and is not entitled to participate in any pension plan, insurance, bonus or similar benefits **CITY** provides for its employees. Any provision in this Agreement that may appear to give **CITY** the right to direct **CONTRACTOR** as to the details of how the services are provided or to exercise a measure of control over the services means that **CONTRACTOR** will follow the direction of the **CITY** as to end results only.

11. **RECORDS RETENTION.**

(a) **CONTRACTOR** will maintain full and accurate records with respect to all services provided under this Agreement. **CONTRACTOR** will retain such records for at least three (3) years after termination or final payment under this Agreement.

(b) RECORDS, AUDIT AND RETENTION. The **CONTRACTOR** shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs incurred under this Agreement, and records related to the housing, medical care, treatment and adoption status of animals housed by **CONTRACTOR** pursuant to this Agreement, for a period of at least three (3) years after the expiration of this Agreement. Such aforementioned records relate solely to **CONTRACTOR'S** retention of an animal during the Holding Period.

12. **INSURANCE.**

(a) At all times during the term of this Agreement, **CONTRACTOR** will maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below.

Type of Insurance	Limits (Combined Single)
Commercial general liability:	$1,000,000
Business automobile liability:	$1,000,000
Workers compensation:	Statutory limits

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(b) Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 10 01. The amount of insurance set forth above will be $1,000,000 per occurrence -- $2,000,000 aggregate for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name **CITY,** its officials, and employees as "additional insured" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by **CITY** will be excess thereto. Such insurance will be on an "occurrence", not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to **CITY**.

(c) Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 07 97, or similar form for **CONTRACTOR** owned autos.

(d) **CONTRACTOR** will furnish to **CITY** duly authenticated Certificates of Insurance and Endorsements evidencing the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by **CITY** from time to time. Insurance must be placed with insurers with a current A.M. Best Company rating of "A:VII."

(e) Should **CONTRACTOR**, for any reason fail to maintain the insurance required by this Agreement, **CITY** may, after providing reasonable written notice to **CONTRACTOR**, obtain such coverage at **CONTRACTOR'S** expense

and deduct the cost of such insurance from payments due to **CONTRACTOR** under this Agreement or terminate this Agreement pursuant to Section 7.

13. **NOTICES.** All written communications can be sent by email to Madeline Bernstein <MBernstein@spcala.com and others in communication with and followed up by mail from one party to the other sent as follows:

CITY	CONTRACTOR
City Manager City of Lawndale 14717 Burin Avenue Lawndale, CA 90260	Madeline Bernstein spcaLA 5026 W. Jefferson Blvd. Los Angeles, CA 90016

Any such written communications will be conclusively deemed to have been received by the addressee at the time of actual delivery of email or when sent by certified or registered mail, return receipt requested, postage prepaid. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notices in the manner prescribed in this paragraph.

14. **INTERPRETATION.** This Agreement will be construed in accordance with the laws of the State of California, and exclusive venue for any dispute involving this Agreement will be in Los Angeles County.

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15. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other Agreements express or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

16. **EFFECT OF CONFLICT.** In the event of any conflict or inconsistency between any provision of this Agreement, and any other document or agreement, whether oral or written, the provisions of this Agreement will govern and control.

17. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.

18. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion, and the balance of this Agreement will continue in full force and effect.

19. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment executed by both parties. **CITY'S** city manager, or designee, may execute any such amendment on behalf of **CITY**.

20. **COVENANTS AND CONDITIONS.** The Parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

21. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and not affect the interpretation of this Agreement.

22. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to acts of God, fire, flood, earthquake, explosion, hostilities, war, strikes, embargo, riots, government action, civil or military authority, the natural elements, pandemics, or other similar causes beyond the parties' control, then this Agreement will immediately terminate without obligation of either party to the other.

23. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

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24. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[SIGNATURE PAGE FOLLOW]

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

spcaLA and CONTRACTOR	**City of Lawndale**
By: _____	By: _____
Name: Madeline Berstein	Name: _____
Title: President	Title: Mayor
Date Signed: _____	Date Signed: _____
By: _____	By: _____
Name: Brenda James	Name: _____
Title: CFO	Title: _____
Date Signed: _____	Date Signed: _____
By: _____	By: _____
Name: Denise Jakcsy	Name: _____
Title: Senior Director	Title: _____
Date Signed: _____	Date Signed: _____

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CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Request to Renew Contract with Southwest Patrol for Fiscal Year 2025/26**

BACKGROUND

The contract between the City of Lawndale and Southwest Patrol began two years ago in order to fill a need to provide an additional level of safety and security for the residents of Lawndale. Southwest Patrol was brought in with the specific focus of addressing the rising number of homeless individuals that were populating the city as a result of Project Roomkey, which was a Los Angeles County Homeless program that brought hundreds of homeless individuals into the City during COVID-19. Fortunately, federal funds from the American Rescue Plan Act (APRA) provided an economic stimulus to all cities, including Lawndale, and these funds were used to prepay for two years of services from Southwest Patrol. Now that those funds have been exhausted, a new contract is up for consideration by the City Council.

STAFF REVIEW

Since partnering with the City of Lawndale, Southwest Patrol has made a profound impression on the community. Southwest Patrol Officers make daily contact with the homeless, and as a result the City has seen a significant decline in the number of homeless individuals on City streets, in City parks, and community wide. As their primary focus is to interact with the homeless, City Staff is no longer charged with handling these tasks, and are now free to focus on their regularly assigned duties. Southwest Patrol Officers are doing both outreach and enforcement, and every contact with any homeless individual begins with an introduction and an offer of assistance to get the homeless individual placed into a shelter. In fact, since joining with Lawndale we have seen many homeless individuals placed into temporary housing facilities.

In addition to their homeless outreach and enforcement duties, Southwest Patrol Officers are also patrolling all City of Lawndale buildings, parks, and streets and providing an additional set of eyes and ears to assist our Sheriff's Department in crime prevention. Since their time with the City began, Southwest Patrol Officers have assisted deputies in apprehending a car thief, retrieving a stolen vehicle, and even assisting victims of a robbery in progress.

At the June 16, 2025, City Council meeting, Staff presented several options for the City Council to consider regarding the renewal of the Armed Guards contract with Southwest Patrol for an additional 12 months of service. The option that was preferred and approved by the City Council was the Option 1, which would increase the hours for Southwest Patrol from 96 hours per week to 112 hours per week for a total of 5,824 guard hours annually for a total of $320,320. This would give the City guard coverage seven days and seven nights per week, with 16 out of every 24 hours with an armed guard patrolling the City of Lawndale. The Council also wished to include guard coverage on each of the nine holidays recognized by Southwest Patrol, which include July 4th, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, New Year's Eve, and New Year's Day, Easter, and Memorial Day.

As these days are charged at time and a half, the inclusion of these holidays will add an additional $3,960 to the total cost bringing the annual total to $324,280. Staff is also recommending an additional 5% contingency be included with the proposed cost to cover any incidental costs or overtime during the next twelve months.

LEGAL REVIEW

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

FISCAL IMPACT

This contract renewal will cost $324,280 plus a 5% contingency cost bringing the total cost to $340, 494. No additional funding is needed as this was included in the FY 25/26 budget.

RECOMMENDATION

Staff recommends that the City Council approve the request to renew the contract with Southwest Patrol for fiscal year 2025/26, which will include 112 guard hours per week and provide the City armed guard coverage 16 hours per day, every day of the year for a total of $340,494.

Attachments

Southwest Patrol Contract.pdf

ATTACHMENT A

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ARMED SECURITY SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 21st day of July, 2025, by and between the City of Lawndale, a municipal corporation ("City"), and Southwest Patrol ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of three hundred thousand, four hundred and ninety four dollars ($340,494) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant’s work is found substantially inadequate.

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 21st, 2025 and continue in full force and effect until completion of the services no later than June 30th, 2026.

4.0 COORDINATION OF WORK

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

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

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

Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of _____ insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City’s prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response

to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such

as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager,

as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

[NOTE TO STAFF: TWO signatures are required if the Consultant is a corporation, company or partnership. Delete this note in preparing your agreement.]

CONSULTANT:
Southwest Patrol
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert title]

By: _____
Name: [insert name here]
Title: [insert title]

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"

SCOPE OF SERVICES

General Scope of Services and Contractual Hours:

Southwest Patrol Armed Guards will provide armed security services not to exceed 5,824 hours annually on fiscal year basis commencing July 21st, 2025, and ending on June 30th, 2026. Shifts will include seven day a week coverage during the day from 8:00 am until 4:30 pm, and a second night shift will commence at 6:00 pm and last until 2:30 am every night of the fiscal year. Shifts will include patrols of Lawndale Civic Center including City Hall and the Lawndale Community Center, as well as the Municipal Services Building. Guards will also be expected to patrol the Public Works yard as well as all City parks and public streets. Southwest Patrol Guards will be expected to report any criminal activity that they observe to LASD deputies contracted to Lawndale. Guards will also be expected to make contact with individuals engaging in any activity not permitted by the City of Lawndale, including illegal vending and camping on public streets and at public facilities. These public facilities should include, but not be limited to the following City facilities:

- Harold E Hofmann Community Center located at 14700 Burin Ave.
- Lawndale City Hall and Plaza area located at 14717 Burin Ave.
- Lawndale Municipal Services Building located at 4616 Grevillea Ave.
- Lawndale Public Works Building located at 4722 Manhattan Beach Blvd.
- All City owned parks
- All other areas designated by the City as potential areas of concern

Consultant Personnel Requirements:

Southwest Patrol Guards shall provide licensed personnel equipped and trained in appropriate procedures for armed security services, which will include, but are not limited to continuous patrols throughout the designated supervision areas, positive conflict resolution skills, a friendly and non-confrontational demeanor and the ability to receive and convey information related to the services being sought by the City of Lawndale. Southwest Patrol will also be expected to contact any homeless individuals within the City and remove them from any private or public property if they are trespassing or violating local camping ordinances and assist them in relocating to shelters or other proper locations for habitation. Southwest Patrol Guards shall also be expected to contact any vendors selling food or other items without proper licenses and permits and stop their unlicensed sales and/or ensure they depart from the City.

Consultant Personnel Replacement Procedure:

Southwest Patrol shall ensure that adequate reserve personnel are available to immediately replace any armed guard that is late or fails to show up for a scheduled assignment. Southwest Patrol shall inform the Municipal Services Department staff the name of the individual replacing the primary personnel assigned and when such individual will be in place in cases of absence, tardiness or other circumstances that render the City without the required coverage. The City shall not be billed for time during which armed security services are not provided.

Contractor Supervision:

Southwest Patrol shall provide supervisory personnel to randomly check on its employees providing armed security services to the City to ensure that the applicable services are being performed as required by Southwest Patrol and the City. The designated supervisory personnel must be available to designated City personnel via cell phone during the times in which services are being provided to the City.

Contractor Training:

Southwest Patrol shall provide armed security personnel who are licensed and properly trained for the performance of all duties as armed security officers. Southwest Patrol's employees shall conduct themselves in accordance with the requirements of the laws and codes of the State of California pertaining to armed security officers. No security officer(s) shall be placed into service with the City for any reason without possessing the required licensing and being properly trained by Southwest Patrol according to its company's adopted training methods.

Uniforms/Apparel:

While providing service to the City each armed security officer(s) shall (1) wear a Southwest Patrol's designated and supplied uniform that is easily recognizable as the uniform of a security guard; and (2) possess safety and communication device(s) with the ability to contact the local law enforcement agency, company dispatch, and the company supervisor or other applicable company management personnel.

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Delete when not applicable.]

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

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

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

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

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a "claims-made" basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Southwest Patrol shall be compensatated at a rate of $55.00 per hour per armed security guard for up to 5,824 hours per year, for a total of $340,494. This contract shall be in effect through the end of the 2025/26 fiscal year.

Southwest Patrol shall bill the City for time worked, billing in increments of six minutes (0.1 hours). The City will not be billed for time an officer spends travelling to or from City facilities or for time while an officer is on a break. The City will not pay a higher hourly rate because an officer is being paid overtime by Southwest Patrol except on those nine holidays honored by Southwest Patrol and agreed upon in this contract by the City of Lawndale.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Unless directed otherwise by the City in writing, Southwest Patrol shall provide one properly trained and licensed employee to serve as a security guard for the City at the following days and times, and patrolling the designated locations identified in Exhibit “A:

Monday through Sunday, seven days a week from 8:00am until 4:30 pm

Monday through Sunday, seven nights a week from 6:00 pm until 2:30 am.

CITY OF LAWNDALE

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

DATE: July 21, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Report of Attendance at Meetings**

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