



CITY OF LAWDALE
AGENDA OF THE LAWDALE
CITY COUNCIL REGULAR MEETING

Monday, March 3, 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. Retirement Service Recognition of Deputy Douglas Wada**

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 4 through 9 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-2503-015 authorizing the payment of certain claims and demands in the amount of \$447,537.31.

6. Minutes of the Lawndale City Council Regular Meeting - February 18, 2025

— Recommendation: that the City Council approve the minutes.

7. Second Reading - ADU Ordinance

— Recommendation: that the City Council 1.) Adopt Ordinance 1208-25, Amending Title 17 (Zoning) Section 17.48.056 of the Lawndale Municipal Code regarding ADU regulations; and 2.) Determine that Ordinance No. 1208-25 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines.

8. Second Reading of Ordinance - City Clerk Compensation

— Recommendation: that the City Council adopt Ordinance 1209-25, Amending Chapter 2.16 of the Lawndale Municipal Code Regarding Compensation for the Elected City Clerk.

9. Consideration of Claims for Damage against the City

— Recommendation: that the City Council reject the claim filed by Steven Harrie and instruct staff to process the appropriate correspondence to the claimant.

H. PUBLIC HEARING

10. Public Hearing to Consider Republic Services, Inc. Proposed Solid Waste Service Rates for 2025 and Adopt Resolution No. CC-2501-003 Establishing refuse Collection Service Rates for 2025 for Residential, Multi-family, and Commercial Accounts

— Recommendation: that the City Council 1.) Open the Public Hearing, take testimony and close the Public Hearing; and 2.) Adopt by title only Resolution No. CC-2501-003.

I. ADMINISTRATION

11. Update on Results for 2024 Illegal Fireworks Suppression Detail

— Recommendation: that the City Council receive and file this Staff Report.

12. First Amendment for On-Call Civil Engineering Services

— Recommendation: that the City Council approve the First Amendment to the Contract Services Agreement with Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan Engineering for the contract term of March 5, 2025, through March 4, 2026, with an option to extend up to three one-year extensions.

J. CITY MANAGER REPORT

K. ITEMS FROM CITY COUNCILMEMBERS

13. Letter to State Federal Legislators Regarding Metro Project Funding Gap

Requested by Mayor Pullen-Miles.

— Recommendation: that the City Council review the draft letter to be addressed to state and federal legislators requesting assistance in obtaining funding for the Metro C Line Project funding gap and provide direction to staff on next steps.

14. Community Development Department Duties, Overview of Operations, and Customer Survey

Requested by Councilmember Suarez.

— Recommendation: that the City Council 1.) Receive and file this report from the Community Development; 2.) Direct staff to distribute, collect, and analyze the department survey; or 3.) Direct staff to add or delete new questions into the survey; or 4.) Provide further direction to staff.

15. Report of Attendance at Meetings

L. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, March 17, 2025, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on March 3, 2025, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Palomo

Yvette Palomo, Assistant City Clerk

Date Posted: February 27, 2025



CITY OF LAWNDALE

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

DATE: March 3, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant
Dr. Sean M. Moore, City Manager

SUBJECT: **Retirement Service Recognition of Deputy Douglas Wada**

BACKGROUND

The City is recognizing retiring Los Angeles County Sheriff's Deputy Douglas Wada for his 30 years of service to the City of Lawndale.

Attachments

[Attachment A Retirement Service Recognition Deputy Wada LASD](#)

ATTACHMENT A

City of Lawndale

Presentation

March 3, 2025

City Council Meeting

Retirement Service Recognition - Presentation of Certificate

Deputy Douglas Wada

Los Angeles County Sheriff's Department

30 Years of Service

1995 to 2025

Volunteer Service

Reserve Deputy – Lennox, Lawndale, and South Los Angeles Station

Deputy Douglas Wada began his law enforcement career in 1995 when he entered the Los Angeles County Sheriff's Department Reserve Academy. Law enforcement was a second career for Deputy Wada, as he had already dedicated 33 years to education as a teacher and administrator for the Los Angeles Unified School District, specializing in special education.

As a Reserve Deputy Sheriff, Deputy Wada performed all the duties and responsibilities of a full-time Deputy Sheriff, volunteering thousands of hours to protect and serve the residents of Lennox, Lawndale, and South Los Angeles. Throughout his 30-year tenure, he served in various units, including the Narcotics Bureau, Operation Safe Streets, Emergency Operations Bureau, Logistics, and Internal Affairs Bureau. His commitment to the community extended beyond law enforcement, as he actively participated in special events such as DUI checkpoints, parades, and routine patrols in Lawndale.

As we honor Deputy Douglas Wada for 30 Years of Dedicated Service, the Lawndale City Council, staff, and community extend their heartfelt gratitude for his three decades of dedicated service and unwavering commitment to public safety.

Certificate of Recognition

Presented To

Deputy Douglas Wada

Los Angeles County Sheriff's Department

In recognition and gratitude for 30 years of volunteer service with the Los Angeles County Sheriff's Department, serving the Lawndale Community. Please accept our congratulations and we wish you all the best in retirement!

February 12, 2025

Mayor Robert Pullen-Miles

Mayor Pro Tem Pat Kearney

Council Member Francisco M. Talavera



Council Member Sirley Cuevas

Council Member Bernadette Suarez

**Presented by Lawndale City Council
March 3, 2025**



CITY OF LAWNDALE

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

DATE: March 3, 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: March 3, 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-2503-015 authorizing the payment of certain claims and demands in the amount of \$447,537.31.

Attachments

[A. CC-2503-015 - AP Resolution - Mar. 03, 2025.pdf](#)

ATTACHMENT A

RESOLUTION NO. CC-2503-015

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$447,537.31**

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

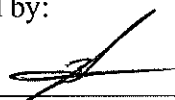
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code,
the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the
availability of funds for the payment thereof.

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 207126 through 207192
for the aggregate total of \$447,537.31 are hereby authorized.

Effective Date: March 3rd, 2025

Approved by:



Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 3rd day of March 2025.

Robert Pullen-Miles, Mayor

ATTEST:

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

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-2503-015 at a regular meeting of said Council held on the 3rd day of March 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		Aggregate Total
Check Date	Beginning		Ending	
2/13/2025	207126		207160	59,536.73
2/20/2025	207161		207192	388,000.58
Total Checks				447,537.31

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			447,537.31

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 02/12/2025

Time: 5:24 pm

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207126	02/13/2025	Printed		8524	ADA ROOFING INC.	CONS & DEMO DEPOSIT REFUND	1,652.64
207127	02/13/2025	Printed		6878	ALTA LANGUAGE SERVICES, INC.	INTERPRETATION TEST -	116.00
207128	02/13/2025	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL-	184.00
207129	02/13/2025	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	905.78
207130	02/13/2025	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS- J. MARTIN(PWD)	77.18
207131	02/13/2025	Printed		2207	ASAP SIGN & BANNER, LLC	WALL LETTERING FOR HAWTHORNE	25.00
207132	02/13/2025	Printed		7194	BAVCO BACKFLOW APPARATUS &	BACKFLOW INSPECTION	725.00
207133	02/13/2025	Printed		8526	MONICA BIAS	MCKENZIE #16 DEPOSIT REFUND	25.00
207134	02/13/2025	Printed		8527	BRUFFY'S INC.	VEHICLE TOW FEE	265.00
207135	02/13/2025	Printed		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL PARTS - HOPPER PARK	116.58
207136	02/13/2025	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	1,137.50
207137	02/13/2025	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	4,740.00
207138	02/13/2025	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE-	13,351.85
207139	02/13/2025	Printed		8210	DATA CENTER WAREHOUSE LLC	VEEAM EMAIL & SERVER BACKUP	3,704.62
207140	02/13/2025	Printed		5876	DUTHIE POWER SERVICES	BACKUP GENERATOR - CITY HALL	756.45
207141	02/13/2025	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	180.32
207142	02/13/2025	Printed		5296	HD SIGNS SERVICES	JACKETS W/ LETTER PRINT - PWD	192.94
207143	02/13/2025	Printed		6051	INFANTE BROS LAWNMOWER SHOP	LANDSCAPE POWER POLE SAW	880.90
207144	02/13/2025	Printed		7362	LA UNIFORM & TAILORING INC	UNIFORMS FOR MSD - YOON SHIN	329.48
207145	02/13/2025	Printed		8525	ANDERSON LAU	SHOP LOCAL HOME IMPROV.	500.00
207146	02/13/2025	Printed		7733	MARIA'S GARDEN CENTER &	TOPPER SOIL - CITY HALL	158.76
207147	02/13/2025	Printed		8286	MARVIN SERVICES INC	OIL CHANGE - VEH#512	200.00
207148	02/13/2025	Printed		1071	SHOETERIA INC.	WORK BOOTS FOR PWD CREW -	270.00
207149	02/13/2025	Printed		6759	SMARTHIRE INC.	BACKGROUND CHECKS - DEC. 2024	552.45
207150	02/13/2025	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	17,867.78
207151	02/13/2025	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	1,144.79
207152	02/13/2025	Printed		3938	TRANSTECH ENGINEERS INC	W. GREEN ELEMETARY PARKING	51.25
207153	02/13/2025	Printed		7821	TRENCH SHORING COMPANY	ASPHALT PATCH	937.50
207154	02/13/2025	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	100.22
207155	02/13/2025	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	793.64
207156	02/13/2025	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	777.90
207157	02/13/2025	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,119.81
207158	02/13/2025	Printed		2883	UNDERGROUND SERVICE ALERT SC	MONTHLY MAINT. FEE & TICKET	102.99
207159	02/13/2025	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL SUPPLIES	648.71
207160	02/13/2025	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONE SERVICE/ SIM	4,944.69

Total Checks: 35

Checks Total (excluding void checks): 59,536.73

Total Payments: 35

Bank Total (excluding void checks): 59,536.73

Total Payments: 35

Grand Total (excluding void checks): 59,536.73

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 02/19/2025
 Time: 5:09 pm
 Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
207161	02/20/2025	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	7,763.69
207162	02/20/2025	Printed		8509	ALL TRAFFIC SOLUTIONS INC.	TRAFFIC RADAR TRAILERS (2)	24,723.56
207163	02/20/2025	Printed		6369	AM-TEC TOTAL SECURITY INC.	ALARM SERVICES Q1 2024	925.52
207164	02/20/2025	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	802.66
207165	02/20/2025	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS- P. KANN (CDD)	154.35
207166	02/20/2025	Printed		0372C	AT & T	PHONE CHARGES	1,136.55
207167	02/20/2025	Printed		8530	CITIWORKS LP	CONS & DEMO DEPOSIT REFUND	3,000.00
207168	02/20/2025	Printed		2893	CIVIC SOLUTIONS INC.	ASSOC PLANNER CONSULTING SVCS-	12,225.00
207169	02/20/2025	Printed		0615	CLEANSTREET, LLC	STREET SWEEPING & DEBRIS	30,593.69
207170	02/20/2025	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	EIMP2022000606 15022 KINDSDALE	4,250.00
207171	02/20/2025	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING & SAFETY SERVICES	25,813.10
207172	02/20/2025	Printed		4734	COUNTY OF LOS ANGELES	REFUNDABLE CLEANING DEPOSIT	250.00
207173	02/20/2025	Printed		4734	COUNTY OF LOS ANGELES	REFUNDABLE CLEANING DEPOSIT	250.00
207174	02/20/2025	Printed		0242	FEDEX	OVERNIGHT SHIPPING CHARGE	75.15
207175	02/20/2025	Printed		8528	FREEDOM FOREVER LLC	DUPLICATE PAYMENT REFUND	900.00
207176	02/20/2025	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	16,563.71
207177	02/20/2025	Printed		8532	MARIA GONZALEZ	MCKENZIE PLOT#7 REFUND	25.00
207178	02/20/2025	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASTICS	1,862.50
207179	02/20/2025	Printed		2773	L. A. CNTY DEPT PUBLIC WORKS	HAWTHORNE BLVD TRAFFIC	100,000.00
207180	02/20/2025	Printed		8531	MARY LOWE	CONS & DEMO DEPOSIT REFUND	2,850.00
207181	02/20/2025	Printed		7940	MARIPOSA LANDSCAPES, INC	TREE TRIMMING - NOV. 2024	84,916.00
207182	02/20/2025	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
207183	02/20/2025	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL EXAMS(2)	54.00
207184	02/20/2025	Printed		8518	PACIFIC TIRE OF LAWDALE	TIRE REPAIR VEH#511 - CSD	20.00
207185	02/20/2025	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	690.19
207186	02/20/2025	Printed		6499	RJS CONSTRUCTION SUPPLIES	GLOVES & NO PARKING SIGNS	312.41
207187	02/20/2025	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - PC HEARING -	679.61
207188	02/20/2025	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	11,200.00
207189	02/20/2025	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE -	833.13
207190	02/20/2025	Printed		8141	TRANSPORTATION CONCEPTS	LAWDALE BEAT FIXED ROUTE -	51,135.37
207191	02/20/2025	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	1,324.18
207192	02/20/2025	Printed		8529	ORLENDA VILLAGRAN	CONS & DEMO DEPOSIT REFUND	2,054.75

Total Checks: 32

Checks Total (excluding void checks): 388,000.58

Total Payments: 32

Bank Total (excluding void checks): 388,000.58

Total Payments: 32

Grand Total (excluding void checks): 388,000.58

Council Meeting 3/03/2025
Details of US Bank Credit Card Charges & Petty Cash Expenses

Date	Vendor	Description	Amount
Vendor# 3672-ASD			
1/2/2024	Zoom.US	Subscription - Webinar 500 Monthly	100.22
Check Date 2/13/2025; Check# 207154			\$ 100.22

Date	Vendor	Description	Amount
Vendor# 3672-CDD			
12/27/2024	Amazon	2x packs of air duster for PC equipment	58.98
12/30/2024	Amazon	x5 space heaters for office	364.85
12/31/2024	Amazon	30 storage boxes	69.45
1/7/2025	ACE	x3 2025 Planning & Zoning Laws and Subdivision Map Act books	300.36
Check Date 2/13/2025; Check# 207155			\$ 793.64

Date	Vendor	Description	Amount
Vendor# 3672-CSD			
12/27/2024	Smart and Final	Senior Lunch Kitchen Supplies	47.96
12/27/2024	Dollar Tree	Senior Lunch Kitchen Supplies	48.43
1/2/2025	Marshalls	Senior Luncheon Raffle prizes	126.71
1/3/2025	Quikwash	Rav4 car wash	10.00
1/15/2025	Smart and Final	Senior Lunch Kitchen Supplies	248.43
1/16/2025	Projector Lamps	Lamp for Main Event Room projector repair	206.40
1/17/2025	Amazon	Coffee filters for senior lunch program	50.30
1/20/2025	Amazon	Tape and labels office supplies	39.67
Check Date 2/13/2025; Check# 207156			\$ 777.90

Date	Vendor	Description	Amount
Vendor# 3672-PWD			
12/27/2024	Amazon	2025 Desk calendar	10.60
12/30/2024	Suds N Suds	Wash towels and mop heads	4.25
12/30/2024	Suds N Suds	Wash towels and mop heads	4.25
12/30/2024	Suds N Suds	Wash towels and mop heads	4.25
12/30/2024	Suds N Suds	Wash towels and mop heads	2.25
12/30/2024	Suds N Suds	Wash towels and mop heads	2.25

12/30/2024	The Home Depot	O-Ring and Snuggle sheets	19.02
1/3/2025	The Home Depot	Carpet shampoo and Multi- cleaner	29.72
1/6/2025	VIP Detail Services	Car wash for vehicle # 517	34.74
1/8/2025	Amazon	Prime Membership Fee Credit	(16.53)
1/8/2025	RSD Gardena	Air filters for City buildings	347.21
1/9/2025	The Home Depot	Toggle Bolts with screws	13.21
1/13/2025	VIP Detail Services	Car wash for vehicle # 517	34.74
1/16/2025	In The Dirt Yard	Sand bags	283.90
1/15/2025	The Home Depot	Gorilla construction adhesive, mounting tape	18.70
1/16/2025	Autozone	Trasmission funnels	6.58
1/16/2025	The Home Depot	Steel clevis pin, steel hitch pin clips, boomerang hitch pin, Pistol grip blow gun, microfiber dip and wash mop, mount starter kit, dolly	293.37
1/16/2025	The Home Depot	Soap dispenser, air filter	27.30
Check Date 2/13/2025; Check# 207157			\$ 1,119.81

Date	Vendor	Description	Amount
Vendor# 3672-MSD			
1/9/2025	Lightning express car wash	Car wash for msd fleet veh # 522 emp #1560	16.00
1/10/2025	Amazon	Custom stamp for msd staff	20.94
1/13/2025	Lightning express car wash	Car wash for msd fleet veh # 520 emp #1561	9.00
1/14/2025	O'Reilly	Socket set to replace battery for Veh #529	17.63
1/14/2025	O'Reilly	New Battery for veh #529	290.89
1/16/2025	Target	Gift Cards for Holiday Decorating Ceremony Beautification Committee	125.00
1/16/2025	Hobby Lobby	Gift Cards for Holiday Decorating Ceremony Beautification Committee	125.00
1/18/2025	Sams Club	Fruit & Veggies for Beautification committee Holiday Ceremony	121.63
1/18/2025	Northgate	Pasteries for Beautification committee holiday ceremony	36.05
1/18/2025	Smart & Final	Milk,coffee,cups for Beautification holiday ceremony	88.86
1/16/2025	Michaels	Gift Cards for Holiday Decorating Ceremony Beautification Committee	75.00
1/16/2025	Michaels	Gift Cards for Holiday Decorating Ceremony Beautification Committee	50.00
1/17/2025	Amazon	Ink, webcam,bulletin board,air freshner for msd staff	134.73
1/16/2025	home depot	Gift Cards for Holiday Decorating Ceremony Beautification Committee	100.00
1/21/2025	Amazon	Presentation covers and card stock for msd staff	113.45
Check Date 2/20/2025; Check# 207191			\$ 1,324.18

Petty Cash

*No petty cash replenishment during this period.



CITY OF LAWDALE

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

DATE: March 3, 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 - February 18, 2025**

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

[City Council Minutes Draft 2-18-25](#)

ATTACHMENT A

**DRAFT MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
February 18, 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 Kearney, Councilmember Bernadette Suarez, Councilmember Francisco M. Talavera, Councilmember Sirley Cuevas

Other Participants: City Manager 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 Department Captain Nicole Palomino, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Public Works Director Lucho Rodriguez, Community Development Director Peter Kann

B. CEREMONIALS (Flag Salute and Inspiration)

Mayor Pro Tem Kearney led the flag salute. Pastor Gregory Guich of Hawthorne Community 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. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

Andrew Blackney, Resident, commented on pedestrian indicator traffic signals used in other cities and requested that the City consider installing these.

Deena Sopko, Resident, read a written comment submitted by Resident Randall Abram regarding the use and sale of fireworks in the City.

Rhonda Hofmann Gorman, Resident, commented that issues talked about at Neighborhood Watch meetings are being addressed, asked everyone to report suspicious activity, and announced that the next Neighborhood Watch meeting is on February 19, 2025.

Dominique Harris, Resident, submitted a written comment regarding yard fences heights and unsupervised dogs on private property.

E. COMMENTS FROM COUNCIL

Councilmember Talavera thanked everyone for attending tonight's meeting, commented that pedestrian indicator traffic signals are a great way to keep pedestrians safe, supports banning safe and sane fireworks if the City organizes a fireworks display, and stated that it was requested to the Los Angeles County Sheriff's Department (LASD) that Neighborhood Watch meetings also be presented in Spanish.

Councilmember Suarez, thanked everyone that spoke at tonight's meeting, requested staff to review future projects that pedestrian indicator traffic signals can be implemented with, and requested LASD to provide an update on how they are addressing gang activity.

Councilmember Cuevas thanked everyone who spoke at tonight's meeting, invited members of the public to attend and speak at future meetings, inquired whether traffic signals are managed by the California Department of Transportation (Caltrans) or the City, if permission is required to implement pedestrian indicator traffic signals, and whether it would be costly.

City Manager Moore responded that the City shares traffic signals with adjacent jurisdictions, Los Angeles County, and that the City has its own lights. Staff would work with other agencies for approval to implement pedestrian indicator traffic signals, and an item would be presented to the City Council to discuss the cost.

Mayor Pro Tem Kearney thanked everyone for attending tonight's meeting, commented on witnessing residents break traffic laws, stated that all cities are challenging to ride bicycles in, and that translation services should be offered in all languages spoken by the City's population.

Mayor Pullen-Miles thanked everyone who spoke at tonight's meeting, expressed his support for pedestrian indicator traffic signals, thanked Resident Hofmann Gorman for her comments on Neighborhood Watch meetings, and encouraged residents to attend the next Neighborhood Watch meeting on February 19, 2025, at 6:30 p.m. at the Harold E. Hofmann Community Center.

F. CONSENT CALENDAR

Councilmember Suarez commented that all the committee applications received were not included in the staff report for Agenda Items F.5. Beautification Committee Appointments for 2025-2027 Term, F.6. Parks, Recreation and Social Services Commission Appointments for 2025-2027 Term, F.7. Personnel Board Appointments for 2025-2027 Term, F.8. Planning Commission Appointments for 2025-2027 Term, and F.9. Senior Citizen Advisory Committee Appointments for 2025-2027 Term; therefore, she will be voting no on those items.

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 with Councilmember Suarez voting no on items F.5, F.6, F.7, F.8 and F.9.

2. 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.

3. Accounts Payable Register

- Recommendation: that City Council adopts Resolution No. CC-2502-009 authorizing the payment of certain claims and demands in the amount of \$598,436.16.

4. Minutes of the Lawndale City Council Regular Meeting - February 3, 2025

- Recommendation: that the City Council approve the minutes.

5. Beautification Committee Appointments for 2025-2027 Term

- Recommendation: that the City Council 1.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2502-011; and 2.) Adopt Resolution No. CC-2502-011 as amended.

6. Parks, Recreation and Social Services Commission Appointments for 2025-2027 Term

- Recommendation: that the City Council 1.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2502-014; and 2.) Adopt Resolution No. CC-2502-014 as amended.

7. Personnel Board Appointments for 2025-2027 Term

- Recommendation: that the City Council 1.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2502-013; and 2.) Adopt Resolution No. CC-2502-013 as amended.

8. Planning Commission Appointments for 2025-2027 Term

- Recommendation: that City Council 1.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2502-010; and 2.) Adopt Resolution No. CC-2502-010 as amended.

9. Senior Citizen Advisory Committee Appointments for 2025-2027 Term

- Recommendation: that the City Council 1.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2502-012; and 2.) Adopt Resolution No. CC-2502-012 as amended.

G. ADMINISTRATION

10. Introduction and First Reading of Ordinance No. 1209-25, Amending Section 2.04.040 of Title 2 of the Lawndale Municipal Code Regarding City Clerk Compensation

— Recommendation: that City Council: 1) Introduce for first reading by title only and waive further reading of Ordinance No. 1209-25, amending Chapter 2.16 of the Lawndale Municipal Code Regarding Compensation for Elected City Clerk to become effective 30 days after the second reading of the ordinance; and 2) authorize the Director of Finance/City Treasurer to appropriate \$2,100 from the General Fund to the Salaries – Elected Officials line item 100.130.501.200; OR 3) provide other direction to the City Manager and staff, if any.

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

Mayor Pullen-Miles opened public comments.

Rhonda Hofmann Gorman, Resident, commented in favor of increasing the City Clerk's compensation and provided background information on past increases.

Mayor Pullen-Miles closed public comments.

Councilmember Suarez commented that she does not support increasing the City Clerk's compensation; therefore, she will be voting no.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to introduce for first reading by title only and waive further reading of Ordinance No. 1209-25, amending Chapter 2.16 of the Lawndale Municipal Code Regarding Compensation for Elected City Clerk to become effective 30 days after the second reading of the ordinance; and authorize the Director of Finance/City Treasurer to appropriate \$2,100 from the General Fund to the Salaries – Elected Officials line item 100.130.501.200. The motion passed by a vote of 4-1 with Councilmember Suarez voting no.

11. Mid-Year Budget Update for Fiscal Year 2024-2025

— Recommendation: that the City Council approve all recommended budget amendments noted in the Mid-Year Update for FY 2024-2025.

Finance Director Manuelian presented the staff report.

Councilmember Cuevas asked why the Golden State Water Company invoice amount was not questioned sooner, whether the City could audit Golden State Water Company to ensure invoice accuracy, and why the sales and use tax was low.

Finance Director Manuelian responded that the City was paying the water bill as it was received, staff is working with the Public Works Department to ensure accuracy of the invoice, sales and use tax has been decreasing state-wide, and there is a projected increase in the upcoming years.

City Manager Moore commented that the City Attorney's office is reviewing the matter and the City may not be liable for past month's invoices.

In response to Councilmember Suarez's questions, Finance Director Manuelian responded that the City has been conservative with the sales tax expectations in alignment with HDL's projections, the savings were caused by contracts of temporary staff positions ending early, vehicle maintenance fees not required due to vehicles being new, and budgets are amended as needed.

In response to Councilmember Suarez's questions, Community Services Director Minter responded that the department is actively hiring part-time staff to accommodate the community center's event space rental.

Discussion ensued among City Councilmembers and Finance Director Manuelian about the Public Works Department's water costs, and the amount the City is being billed for past months.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Kearney to approve all recommended budget amendments noted in the Mid-Year Update for FY 2024-2025. The motion passed by a vote of 5-0.

12. 2025 Fireworks Applications Approval

— Recommendation: that City Council approve or deny conditional permits to sell fireworks to the three applicants listed above or take other action if deemed appropriate.

Finance Director Manuelian presented the staff report.

Discussion ensued among City Councilmembers and staff regarding staff reviewing applications, applications being received by the deadline, and discussing at a future meeting how many illegal fireworks citations that were given in 2024 were paid.

Mayor Pullen-Miles opened public comments.

Andrew Blackney, Resident, commented on the City's revoked license policy and the approval of a revoked organization's business application.

George Pelz, Resident, commented in favor of the sale of safe and sane fireworks, described the size and noise level of the safe and sane fireworks and how fundraising from the sale of fireworks would positively impact the local parks.

John Martinez, Resident, thanked the City Council for allowing the public to speak, thanked residents for attending the meeting to show their support, spoke in favor of selling safe and sane fireworks, and mentioned the improvements Lawndale Little League has made to the parks with the funds raised from selling fireworks.

Christina, Lawndale Little League Representative, stated that the league relies on fundraisers such as the fireworks booth to remain active, and that she would like to continue selling fireworks in the City to support league participants.

Luz, Parent of Lawndale Little League Participant, commented in favor of Lawndale Little League being approved to fundraise by selling fireworks and shared a story about how baseball positively impacted her family.

Matthew Harbison, Lawndale Wesleyan Church Pastor, commented on residents purchasing fireworks outside of the City and allowing the community organizations to sell fireworks.

Sandra Suarez, Resident, commented in favor of allowing organizations to fundraise by the sale of safe and sane fireworks.

Mayor Pullen-Miles closed public comments.

Mayor Pro Tem Kearney stated that the South Bay 25 Club received approximately \$5,000 from fireworks sales, which was used for Santa's Sleigh and commented in favor of fireworks in the City.

Councilmember Suarez commented in favor of approving the three applications and on educating the public about handling fireworks correctly.

Councilmember Cuevas commented that because she is a part of the South Bay 25 Club she does not participate in the sales of fireworks and is in favor of approving the applications.

Mayor Pro Tem Kearney commented that a fireworks display is not allowed to be hosted at the school district parks and the high school fields because they have artificial turf.

Councilmember Talavera commented in favor of waiving the permit application fee for all applicants and asked about the purpose of the fee.

City Manager Moore responded that the fee is based on the cost of administering the permits, and it is waived for Parks, Recreation, and Social Services Committee because they are a part of the City.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to approve the conditional permits to sale fireworks to the three applicants as follows: Lawndale Parks, Recreation and Social Services Commission, Lawndale Little League and The Lawndale Wesleyan Church. The motion passed by a vote of 5-0.

13. Measure M Application

— Recommendation: that the City Council authorizes staff to submit the application requesting Measure M funding for the Local Travel Network.

Public Works Director Rodriguez presented the staff report.

Councilmember Suarez commented that part of this program is to educate the public on how to correctly use the streets and obey traffic laws.

In response to Councilmember Cuevas' questions, Public Works Director Rodriguez responded that the funds are to be used for design and construction, which is phase 1 and phase 2, and this item will be brought back to discuss further phases.

Councilmember Suarez commented that the South Bay Cities Council of Governments (SBCCOG) is actively seeking to hire a planner.

A motion was made by Mayor Pro Tem Kearney and seconded by Councilmember Cuevas to authorize staff to submit the application requesting Measure M funding for the Local Travel Network. The motion passed by a vote of 5-0.

H. CITY MANAGER REPORT

City Manager Moore commented that he has nothing to report.

I. ITEMS FROM CITY COUNCILMEMBERS

14. Discussion of South Bay Cities Council of Governments Membership Dues Increase for FY 2025-26

— Recommendation: that the City Council: 1) discuss the SBCCOG annual membership dues increase for fiscal year 2025-2026; and 2) provide direction to staff, if necessary.

Mayor Pro Tem Kearney presented the staff report.

Mayor Pro Tem Kearney requested that the City be reimbursed for the fees for the regional planner, and this item be brought back at the next City Council meeting with a breakdown of the dues, including the regional planner.

Councilmember Suarez commented that the SBCCOG can be invited to the next City Council meeting to answer questions, and fees are based on each city's population and their general fund reserve, and requested that all of the City's membership fees and conference fees be reviewed.

Mayor Pullen-Miles opened public comments.

Andrew Blackney, Resident, commented in favor of being a part of the SBCCOG.

Mayor Pullen-Miles closed public comments.

Councilmember Suarez commented that there was an increase in the fees due to a change on the organizational structure of the SBCCOG.

By consensus, the City Council directed staff to bring this item back to a future meeting to discuss the fees breakdown and invite SBCCOG staff.

15. Report of Attendance at Meetings

Councilmember Talavera attended the Senior's Valentine's lunch.

Councilmember Suarez attended a SBCCOG Steering Committee meeting and met with the Co-founder of Experimentally Structured Museum of Art (ESMoA) about the City creating an Arts Committee.

Councilmember Cuevas attended a Metro Budget Telephone Town Hall, the City's Hawthorne Boulevard Specific Plan (HBSP) Update Study Session, encouraged residents to attend the HBSP meetings and announced the Neighborhood Watch meeting scheduled for February 19, 2025 at the Harold E. Hofmann Community Center at 6:30 p.m.

Mayor Pro Tem Kearney attended the Senior's Valentine's lunch, California Joint Powers Insurance Authority Liability Trust Fund Oversight Committee meeting, and West Basin Facility Tour.

Mayor Pullen-Miles attended the Los Angeles County City Selection Committee Special meeting, the Los Angeles County City Selection Committee Western Region of the South Coast Air Quality Management District Special Meeting via Zoom and a Senior Lunch.

J. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 8:07 a.m.

Robert Pullen-Miles, Mayor

Erica Harbison, City Clerk



CITY OF LAWNDALE

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

DATE: March 3, 2025
TO: Honorable Mayor and City Council
FROM: Dr. Sean M. Moore, City Manager
PREPARED BY: Peter Kann, Community Development Director
SUBJECT: **Second Reading - ADU Ordinance**

BACKGROUND

This is the second reading of Ordinance No. 1208-25, revising Accessory Dwelling Units (ADU) regulations in compliance with state ADU laws. This ordinance will make the City's ADU ordinance in compliance with recent changes in state law, ensuring compliance with Chapter 13 Division 1 of Title 7 of the Government Code.

STAFF REVIEW

At its regular meeting on February 3, 2025, City Council introduced and approved Ordinance No. 1208-25 and waived further reading of the ordinance to amend Title 17 (Zoning) Section 17.48.056 of the Lawndale Municipal Code regarding ADU regulations. The proposed ordinance incorporates changes, increasing the number of detached ADU allowed on lots with existing multifamily dwellings to up to eight or equal to the number of primary units, whichever is less while maintaining the two-ADU limit for proposed multifamily dwellings. These changes apply to multifamily zone areas and aim to streamline permitting, remove barriers, and promote increased ADU development, supporting compliance with state law and advancing housing production goals.

Planning Commission Review: On January 8, 2025, the City's Planning Commission voted 3-0 to approve Resolution 25-01, recommending that the City Council adopt an Ordinance to comply with the State's revised ADU regulations.

Environmental Assessment: Staff recommends that the City Council find the proposed amendments to the Lawndale Municipal Code exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3), which applies to activities with no potential for significant environmental impact.

Public Review: Notices of a public hearing were posted on the bulletin board outside City Hall and published in the *Daily Breeze* on January 14, 2025 and February 8, 2025. As of the writing of this staff report, no comments from the public have been received concerning the proposed Accessory Dwelling Unit Ordinance amendments.

LEGAL REVIEW

The City Attorney has reviewed and approved the Ordinance.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended the City Council:

1. Staff recommends that the City Council adopt Ordinance 1208-25, Amending Title 17 (Zoning) Section 17.48.056 of the Lawndale Municipal Code regarding ADU regulations; and
2. Determine that Ordinance No. 1208-25 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Attachments

[Attachment 1 2nd Reading ADU Ordinance_ 2025_CC Final.pdf](#)

[Attachment 2 Code Amendment.pdf](#)

[CC - 2nd Reading - Daily Breeze Notice - 2-8-2025.pdf](#)

ATTACHMENT 1

ORDINANCE NO. 1208-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, AMENDMENTS TO TITLE 17 OF THE LAWNDALE MUNICIPAL CODE TO UPDATE ACCESSORY DWELLING UNIT (ADU) REGULATIONS IN COMPLIANCE WITH STATE LAW (CITYWIDE) AND FINDING THE AMENDMENT IS EXEMPT FROM CEQA

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

WHEREAS, Title 17 (Zoning) of the City of Lawndale City's Municipal Code ("Planning and Zoning Code") provides for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs") development within the City; and

WHEREAS, in 2024, the California Legislature and the Governor signed into law Assembly Bill 2533 ("AB 2533") and Senate Bill 1211 ("SB 1211") to further amend the ADUs; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect AB 2533's and SB 1211's changes to state law; and

WHEREAS, the Planning Commission held the hearing on January 8, 2025, during which they recommended its adoption by the City Council; and

WHEREAS, on January 14, 2025, the City issued proper notice of proposed amendments to update accessory dwelling unit (ADU) regulations in compliance with state law. A public hearing to consider these amendments was held on February 3, 2025, in the City Hall Council Chamber at 14717 Burin Avenue, Lawndale, California.

WHEREAS, on February 8, 2025, the City issued proper notice of proposed amendments to update the ADU regulations in compliance with state law. The City Council, after notice duly given as required by law, held a public hearing on March 3, 2025, in the City Hall Council Chambers at 14717 Burin Avenue, Lawndale, California.

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

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

SECTION 2 General Plan: The City Council further finds and determines that the changes to the City's Zoning Code proposed by this Ordinance are consistent with the General Plan of the City of Lawndale. Additionally, the proposed updates to the Lawndale Municipal

Code would bring the City's Code into compliance with the State Laws pertaining to Accessory Dwelling Units.

SECTION 3 CEQA: The City Council finds the proposed amendments exempt from CEQA under CEQA Guidelines Section 15061(b)(3), which applies to activities with no potential for significant environmental impact, as the amendments are administrative in nature and do not directly result in physical changes to the environment. These amendments update the Lawndale Municipal Code to align the Accessory Dwelling Unit Ordinance with recent changes in state law.

SECTION 4 Code Amendment: Section 17.48.056 of the Lawndale Municipal Code is hereby amended as provided in Attachment "2" with additions shown in Bold and deletions in ~~strike through~~, attached hereto and incorporated herein by reference.

SECTION 5 Submittal to the State: In accordance with Government Code section 66326, the City Clerk shall submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 6 Adoption, Certification, and Effective Date: The City Clerk shall certify the passage and adoption of this ordinance and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its adoption and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

SECTION 7 Publication: The City Clerk will certify the adoption of this ordinance and post or publish this ordinance as required by law.

SECTION 8 Severability: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason is held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this 3rd day of March 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 foregoing Ordinance No. 1208-25 was duly introduced at a regular meeting of the City Council held on February 3, 2025, and was duly approved and adopted said Ordinance No. 1208-25 at its regular meeting held on the 3rd day of March 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					
Francisco M. Talavera					
Sirley Cuevas					

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory Murphy, City Attorney

ATTACHMENT 2

Title 17 ZONES

Chapter 17.48 RESIDENTIAL ZONES

Article 1 GENERALLY

Section 17.48.056 Accessory Dwelling Units

(Additions are **Bold**, and deletions with ~~strikethrough~~)

§ 17.48.056 Accessory Dwelling Units

- A. Permit Requirements. Accessory dwelling units will be permitted ministerially, subject to compliance with the objective standards and regulations for the applicable zone, in areas zoned to allow single-family or multifamily residential use within sixty days of a complete application if there is an existing single-family or multifamily dwelling on the lot, in accordance with state law, including, but not limited to, Government Code Sections **66310 et seq.** ~~65852.2 and 65852.22~~. If the permit application to create an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the city may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until it acts on the permit application to create the new single-family dwelling, but in such event the application to create the accessory dwelling unit or junior accessory dwelling unit will be considered without discretionary review or hearing. Accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located and will be considered a residential use that is consistent with the existing general plan and zoning designation for the lot.
- B. Fees
1. An accessory dwelling unit will not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.
 2. No impact fees will be imposed upon the development of an accessory dwelling unit less than seven hundred fifty square feet. Any impact fees charged for an accessory dwelling unit of seven hundred fifty square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. "Impact fee" does not include any connection fee or capacity charge charged by the city-, **except where such fees are necessary to meet utility infrastructure requirements under Section 17920.3 of the**

Health and Safety Code or required for unpermitted accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU).

3. For an accessory dwelling unit on a lot with a proposed or existing single-family dwelling, the city will not require the installation of a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home.
 4. For an accessory dwelling unit that is described in Section **17.48.056(D)**, new or separate utility connections directly between the accessory dwelling unit and the utility are required, unless the proposed ADU will be located within an existing structure. Consistent with **Government Code** Section 66013, the connection may be subject to a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee will not exceed the reasonable cost of providing this service.
- C. Accessory dwelling units on a lot zoned for single-family or multifamily use that is either attached or detached from the primary structure must comply with the following requirements:
1. The lot on which an accessory dwelling unit is located must be one in which residential uses are permitted and contain an existing or proposed single-family or multifamily dwelling.
 2. The accessory dwelling unit will be located on the same lot as the proposed or existing primary dwelling and either: (a) attached to; (b) located within the proposed or existing primary dwelling, including attached garages, storage areas or similar uses; (c) within an accessory structure; or (d) detached from the proposed or existing primary dwelling.
 3. No more than one accessory dwelling unit is permitted, except as allowed by subsection D of this section.
 4. The total area of floor space of an attached accessory dwelling unit shall not exceed either: (a) fifty percent of the existing primary dwelling living area, but in no case shall said requirement prohibit an eight hundred square foot accessory dwelling unit; or (b) eight hundred fifty square feet for a unit with one bedroom; or (c) one thousand square feet for an accessory dwelling unit that provides more than one bedroom.
 5. The total area of floor space of a detached accessory dwelling unit shall not exceed one thousand square feet for an accessory dwelling unit that provides more than one bedroom.
 6. Accessory dwelling units shall comply, without limitation, with all applicable building and safety codes as adopted by Title 15 of the Lawndale Municipal Code.

7. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
8. No setback shall be required for an ADU constructed within an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU. However, a setback of four feet from the side and rear lot lines shall be required for both an accessory dwelling unit that is not converted from an existing structure and any new structure constructed in the same location and to the same dimensions as an existing structure.
9. The ADU shall comply with the lot coverage percentage and open space requirements of the zone in which the parcel is located, except that application of this standard shall not preclude the construction of an ADU of at least eight hundred square feet with four-foot side and rear yard setbacks, in compliance with all other local development standards.
10. An ADU will not be required to provide fire sprinklers if they are not required for the primary residence.
11. The accessory dwelling unit shall be architecturally compatible and designed such that it matches with the design of the primary dwelling unit in terms of exterior treatment, landscaping, and architecture, including, but not limited to, roofing pitch, roofing materials, and paint color.
12. The maximum height of an accessory dwelling unit shall be eighteen feet in height or twenty-five feet if the ADU meets the requirements set forth under Section 17.48.056(D)(2)(c).
13. Parking requirements for accessory dwelling units shall be one parking space per accessory dwelling unit. These parking spaces may be provided as tandem parking, including on a driveway or in setback areas, excluding the non-driveway front yard setback. No parking shall be required for an accessory dwelling unit in any of the following circumstances:
 - a. The accessory dwelling unit is located within one-half mile walking distance of public transit.
 - b. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - c. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 - d. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - e. There is a car share vehicle located within one block of the accessory dwelling unit.
14. When a garage, carport, ~~or~~ covered parking structure, **or uncovered parking space** is demolished in conjunction with the construction of an accessory dwelling unit or

converted to an accessory dwelling unit, the city will not require that those off-street parking spaces be replaced.

15. Other than as set forth in subsection (A)(134) above, nothing in this section shall prohibit the city from enforcing the parking requirements for the existing single-family residence or multi-family residence on the same parcel as the ADU, in a manner consistent with state law.
16. Before permit issuance, the city shall be provided with a copy of the recorded deed restriction, which shall run with the land, using the city's form, memorializing the following: (a) the accessory dwelling unit shall not be sold or owned separately from the primary residence, and the property shall not be subdivided in any manner which would authorize such separate sale or ownership; (b) neither the primary residence nor the accessory dwelling unit on the property may be rented for a period of less than thirty days; and (c) the accessory dwelling unit may not exceed the size and attributes described in the deed restriction. This section shall comply with any future amendments to state law.
17. Building Separation. An accessory dwelling unit shall comply with the building separation requirements of the underlying zone including the twenty foot building separation requirement in the Single-Family Residential (R-1) zone, but in no case shall said requirement prohibit an accessory dwelling unit that is a minimum of eight hundred square feet, maximum of eighteen feet in height with four-foot side and rear yard setbacks.
18. Landscaping. All setback areas shall be landscaped as required by Section 17.44.015 of this code.
19. Location. An ADU of at least eight hundred square feet shall exhaust all possible scenarios and/or options before considering a proposal to locate an ADU within the front yard setback, which include the following in no particular order:
 - a. ADU proposal at the rear and/or side yard of the subject lot (detached or conversion of an existing legal structure).
 - b. ADU proposal within the legal enclosed area of a proposed or existing single-family residence of the subject lot.
 - c. ADU proposal that is an expansion/addition of a proposed or existing singly-family residence.
 - d. All applicable Lawndale Municipal Code development standards of the underlying zone must be met.

D. Notwithstanding any other requirements of this Title 17, the city will ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

1. One ADU per lot with a proposed or existing single-family dwelling, **including dwelling units within R-2 Zones (Two Family Residence Zone)** if all of the following apply:

a. The JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and not more than one hundred fifty square feet beyond the same physical dimensions of the existing accessory structure if necessary to accommodate ingress and egress.

b. The space has exterior access separate from the proposed or existing single-family dwelling.

c. The side and rear setbacks are sufficient for fire and safety.

d. The JADU complies with the requirements in Section [17.48.057](#).

2. One detached, new construction, ADU per lot that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The ADU may be combined with a JADU described above in Section 17.48.056(D)(1). The following limitations shall apply to the ADU:

a. A total floor area limitation of eight hundred square feet.

b. A height of eighteen feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the [Public Resources Code](#). An additional two feet in height may be accommodated if a roof pitch of the accessory dwelling unit is aligned with the roof pitch of the primary dwelling unit (limited to one-story).

c. A height limitation of twenty-five feet (two stories) or the height limitation in the underlying zoning that applies to the primary dwelling (existing or proposed two-story), whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling (existing or proposed two-story).

3. Multiple ADUs within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. The city will allow at least one ADU and up to twenty-five percent of the existing number of multifamily dwelling units.

4. ~~Not more than two ADUs~~ **Multiple accessory dwelling units, not to exceed the number specified in (a) or (b), as applicable**, that are located on a lot that has an existing or

proposed multifamily dwelling(s) but are detached from that multifamily dwelling. Such ADUs shall be subject to a height limit of eighteen feet and four-foot rear yard and side setbacks.

- a. **On a lot with an existing multifamily dwelling, not more than eight detached accessory dwelling units. However, the number of accessory dwelling units allowable pursuant to this clause shall not exceed the number of existing units on the lot.**
- b. **On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units.**

E. The following requirements shall apply to ADUs or JADUs created pursuant to subsection D of this section:

1. The city will not require, as a condition for ministerial approval of a permit application for the creation of an ADU or a JADU, the correction of nonconforming zoning conditions.
2. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.
3. Rental of an ADU or JADU pursuant to subsection D for thirty days or less is prohibited.
4. As part of the application for a permit to create an accessory dwelling unit connected to an onsite water treatment system, a percolation test shall be completed within the five years preceding the application, or, if the percolation test has been recertified, within the ten years preceding the application.

F. Unpermitted Accessory Dwelling Unit and Junior Accessory Dwelling Unit

- 1. The City will not deny an unpermitted accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) permit application solely due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot prior to January 1, 2020, provided the condition does not present a threat to public health and safety and is not affected by the construction of the ADU or JADU.**
- 2. Unpermitted accessory dwelling units (ADU) or junior accessory dwelling units (JADU) may be denied if the City finds that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.**
- 3. A confidential third-party code inspection from a licensed contractor must be conducted prior to submitting an application.**

ATTACHMENT 3

2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635
pfernandez@scng.com

CITY OF LAWNDALDE/CITY CLERK'S OFFICE
ACCOUNTS PAYABLE
LAWNDALDE, California 90260

Account Number:	5007750
Ad Order Number:	0011718992
Customer's Reference/PO Number:	
Publication:	Daily Breeze
Publication Dates:	02/08/2025
Total Amount:	\$219.89
Payment Amount:	\$0.00
Amount Due:	\$219.89
Notice ID:	UVrqyWi0puidebYVli5O
Invoice Text:	City of Lawndale ORDINANCE UNDER CONSIDERATION BY THE LAWNDALDE CITY COUNCIL The following ordinance is being considered for adoption by the Lawndale City Council on March 3, 2025. If adopted, it will take effect 30 days after adoption. Ordinance No. 1208-25 would amend the Lawndale Municipal Code to update accessory dwelling unit (ADU) regulations in compliance with state law. These updates will primarily affect properties located in multifamily zones. Pursuant to the California Environmental Quality Act (CEQA), the City of Lawndale has determined that the project is exempt under CEQA Section 15063(b) and a Categorical Exemption will be issued. A complete copy of this ordinance may be viewed at the City Clerk Department, Lawndale City Hall, 14717 Burin Ave. or on the City's website: www.lawndalecity.org . Yvette Palomo, Assistant City Clerk

DAILY BREEZE

Local. News. Matters.
dailybreeze.com

Daily Breeze
2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635

0011718992

CITY OF LAWNDALDE/CITY CLERK'S OFFICE
ACCOUNTS PAYABLE, 14717 BURIN AVE
LAWNDALDE, California 90260

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Los Angeles

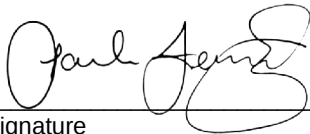
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Breeze, a newspaper of general circulation, printed and published in the City of Torrance*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/08/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Hermosa Beach, California

On this 8th day of February, 2025.



Signature

*Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington

City of Lawndale ORDINANCE UNDER CONSIDERATION BY THE LAWNDALDE CITY COUNCIL

The following ordinance is being considered for adoption by the Lawndale City Council on March 3, 2025. If adopted, it will take effect 30 days after adoption.

Ordinance No. 1208-25 would amend the Lawndale Municipal Code to update accessory dwelling unit (ADU) regulations in compliance with state law. These updates will primarily affect properties located in multifamily zones. Pursuant to the California Environmental Quality Act (CEQA), the City of Lawndale has determined that the project is exempt under CEQA Section 15063(b) and a Categorical Exemption will be issued.

A complete copy of this ordinance may be viewed at the City Clerk Department, Lawndale City Hall, 14717 Burlin Ave. or on the City's website: www.lawndalecity.org.

Yvette Palomo,
Assistant City Clerk

Daily Breeze
Published: 2/8/25



CITY OF LAWDALE

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

DATE: March 3, 2025
TO: Honorable Mayor and City Council
FROM: Dr. Sean M. Moore, City Manager
PREPARED BY: Raylette Felton, Deputy City Manager/Director of Human Resources
SUBJECT: **Second Reading of Ordinance - City Clerk Compensation**

BACKGROUND

This is the second reading of Ordinance No. 1209-25, regarding the compensation for the City Clerk. On February 3, 2025, City Council reviewed and discussed the City Clerk's compensation and directed staff to bring back an ordinance for further consideration. The first reading of this ordinance was held on February 18, 2025.

STAFF REVIEW

At its regular meeting on February 18, 2025, City Council introduced and approved Ordinance No. 1209-25 and waived further reading of the ordinance to amend Chapter 2.16, Section 2.16.010, of the Lawndale Municipal Code regarding the Compensation for the Elected City Clerk. This ordinance will increase the City Clerk's compensation from \$350 per month to \$700 per month, to take effect thirty (30) days after the second reading.

LEGAL REVIEW

The City Attorney's office has reviewed and approved this report and ordinance as to form.

FISCAL IMPACT

There will be no additional fiscal impact with the adoption of this ordinance.

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance 1209-25, Amending Chapter 2.16 of the Lawndale Municipal Code Regarding Compensation for the Elected City Clerk.

Attachments

[Ordinance No 1209-25 Amend LMC Ch 2.16 Compensation City Clerk.pdf](#)

ATTACHMENT A

ORDINANCE NO. 1209-25

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LAWDALE, CALIFORNIA, AMENDING
CHAPTER 2.16 OF THE LAWDALE MUNICIPAL
CODE REGARDING COMPENSATION FOR THE
ELECTED CITY CLERK**

SUMMARY: This ordinance will increase the monthly compensation paid to the elected City Clerk.

WHEREAS, Lawndale Municipal Code Section 2.16.010 describes the compensation given the City Clerk of the City of Lawndale; and

WHEREAS, pursuant to California Government Code Section 36517, the City Council may increase the compensation of the City Clerk; and

WHEREAS, pursuant to Ordinance 1003-07, the monthly compensation for the City Clerk was previously adjusted from \$250 per month to \$350 per month; and

WHEREAS, the City Council desires to amend Lawndale Municipal Code Section 2.16.010 to increase the City Clerk's monthly stipend.

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

SECTION 1. Section 2.16.010 of the Lawndale Municipal Code is hereby amended, in its entirety, to read as follows:

"2.16.010 Election -- Qualifications -- Salary.

The office of city clerk shall be filled by election by the voters of the city. No person shall hold the office of city clerk unless such person has the qualifications for office provided in Title 4, Division 3, Part 1 of the Government Code of the State of California. The city clerk shall receive as compensation the sum of seven hundred dollars per month, as prescribed in Government Code Section 36517."

SECTION 2. Any portion of any resolution or ordinance in conflict herewith, including Ordinance No. 1003-07, is superseded and repealed as of the effective date of this ordinance.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional

without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the passage and adoption of this ordinance and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at the City Hall.

INTRODUCED on the 18th day of February 2025, PASSED, APPROVED, AND ADOPTED this 3rd day of March, 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 foregoing Ordinance No. 1209-25 was duly introduced at a regular meeting of the City Council held on the 18th day of February 2025, and was duly approved and adopted said Ordinance No. 1209-25 at its regular meeting held on the 3rd day of March, 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					
Sirley Cuevas					
Bernadette Suarez					
Francisco M. Talavera					

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney



CITY OF LAWNDALE

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

DATE: March 3, 2025
TO: Honorable Mayor and City Council
FROM: Dr. Sean M. Moore, City Manager
PREPARED BY: Raylette Felton, Deputy City Manager/Director of Human Resources
SUBJECT: **Consideration of Claims for Damage against the City**

BACKGROUND

The City of Lawndale received a claim for property damage filed by Steven Harrie (Claimant) on or about January 25, 2025. The claim filed alleged that on or about January 3, 2025, their property was damaged by a curb while making a right turn at the intersection of Hawthorne Boulevard and Redondo Beach Boulevard in Lawndale, CA.

STAFF REVIEW

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

LEGAL REVIEW

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends that the City Council reject the claim filed by Steven Harrie and instruct staff to process the appropriate correspondence to the claimant.

Attachments

[Claim for Damages to Person or Property and Rejection Notice.pdf](#)

ATTACHMENT A



CITY OF LAWDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

25 JAN 28 3:07PM

Claim No.: _____

Instructions:

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

CITY OF LAWDALE			
Claimant's Name	Steven Harrie	Claimant's Occupation	Photographer
Claimant's Home Address	[REDACTED]	Claimant's Home Phone #	[REDACTED]
Claimant's Business Address		Claimant's Business Phone #	

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

Home

When did DAMAGE or INJURY occur? Date: 1/3/25 Time: 9:00 pm
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE
N/A

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

Hawthorne Blvd and Redondo Beach Blvd North West Corner. Curb

Describe in detail how the DAMAGE or INJURY occurred.

Making a right turn on to Redondo Beach Blvd westbound, from Hawthorne Blvd South bound. The Curb has a cut that impacted the rim and caused sub frame damage to the right rear of the vehicle.

Why do you claim the city is responsible?

The curb is improperly designed and has sustained significant damage from multiple strikes from vehicles.

Describe in detail each INJURY or DAMAGE

The right rear rim impacted the tip of the curb cut and caused a bend to the right rear sub-frame.

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

Damages incurred to date (exact):	\$ 1,633	Estimated prospective damages as far as known:	\$
Damage to property	\$ 1,633	Future expenses for medical and hospital care	\$
Expenses for medical and hospital care	\$	Future loss of earnings	\$
Loss of Earnings	\$	Other prospective special damages	\$
Special Damages for	\$	Prospective general damages	\$
		Total estimate prospective damages	\$
General Damages	\$ 1,633		
Total Damages incurred to date	\$ 1,633		
Total amount claimed as of date of presentation of this claim			\$ 1,633

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

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

If injured, state date, time, _____
name and address of doctor of your first visit _____

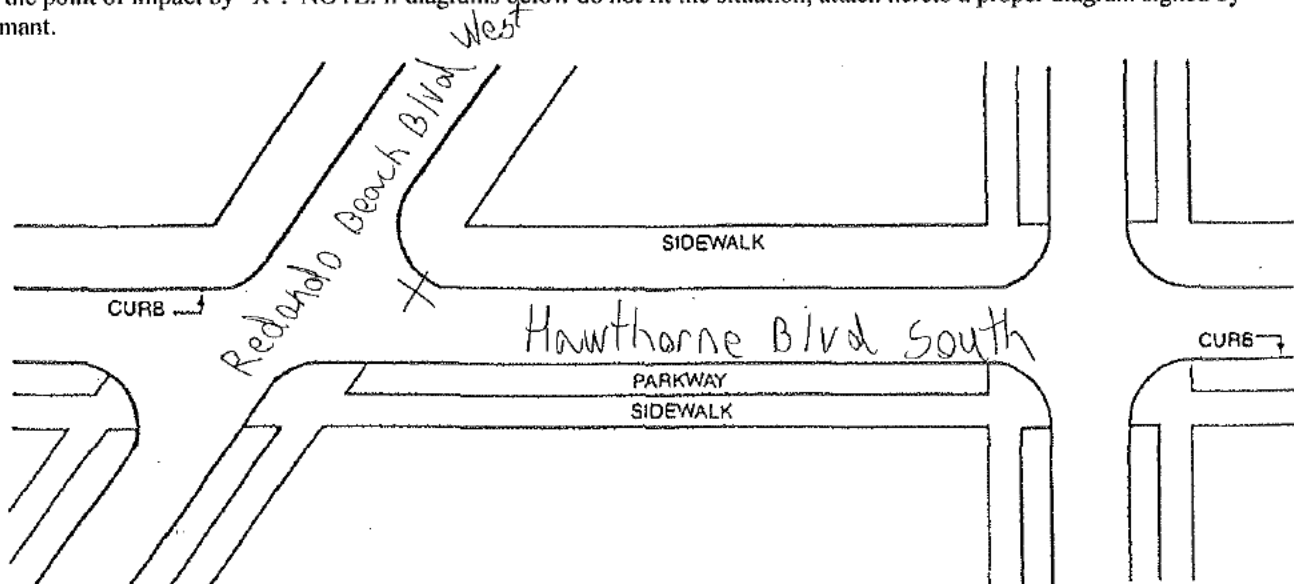
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name <u>Melissa Hernandez</u>	Address <u>[REDACTED]</u>	Phone <u>[REDACTED]</u>
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

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

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



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

[REDACTED SIGNATURE]

Typed/Printed Name

Steven Harrie

Date

1/28/25

1/29/2025

TO: City of Lawndale

ATTENTION: Raylette Fenton, Shaundra Burnam

RECOMMENDATION TO REJECT

RE:	Claimant:	Steven Harrie
	Our Client:	City of Lawndale
	Date of Loss:	01-28-2025
	Our File Number:	CJP-3053288

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

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

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

Very Truly Yours,

Janice Baluyut

Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | **A Venbrook Company**

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com



CITY OF LAWNDALE

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

DATE: March 3, 2025
TO: Honorable Mayor and City Council
FROM: Dr. Sean M. Moore, City Manager
PREPARED BY: Grace Huizar, Senior Management Analyst
Lucho Rodriguez, Public Works Director

SUBJECT: **Public Hearing to Consider Republic Services, Inc. Proposed Solid Waste Service Rates for 2025 and Adopt Resolution No. CC-2501-003 Establishing refuse Collection Service Rates for 2025 for Residential, Multi-family, and Commercial Accounts**

BACKGROUND

The Integrated Solid Waste Management Services Franchise Agreement with Republic Services (Agreement) is the City's single largest contract and affects every resident and business in the community. The City Council approved the original agreement in August 2019 and it became effective on January 1, 2020 and expires on December 31, 2026, with the option to extend the agreement for another 24 months.

The base rate of the total trash fee is calculated using the year-to-year changes in published price indices for industry cost components. Per the terms of the franchise agreement, Republic Services may request an annual rate adjustment based on the percentage change in the average annual published Consumer Price Index (CPI) for Trash and Garbage Collection – CUUR0000SEHG02, U.S. City average as published by the United States Department of Labor, Bureau of Labor Statistics, between the 12 months ending the prior June.

When the annual rate adjustment formula calculations reflect an increase to the rates, Proposition 218 “The Right to Vote on Taxes Act of 1996” (“Prop 218”) limits methods by which local governments can create or increase taxes, fees, and charges without taxpayer consent. Prop 218 specifies that fees charged to property owners for refuse collection may not exceed the cost of providing the service and that prior to adopting a new fee or increasing an existing one, that local governments must provide written notice to the affected property owner of record and may include tenants that are billed by the service provider for solid waste collection services.” Solid waste rate increases are subject to a “majority protest” process that provides that if fifty percent plus one (50% plus 1) of the total affected parcels protest the proposed rate increase in writing or in person at the hearing, then a majority protest is considered to have occurred; meaning the proposed rate increase cannot be implemented.

The City currently provides solid waste services to approximately 5,852 parcels, therefore, for the proposed rates to be considered for approval the City must not receive a majority protest (50% plus 1), equal to 2,927 or more. Absent of a majority protest, City Council can adopt the proposed rate increases effective January 1, 2025. This is the first year of a separate Proposition 218 vote under the Agreement, as the City Council went through the Proposition 218 process to adopt a rate scale for the first five years of services when it approved the Agreement, as allowed by law.

STAFF REVIEW

On October 1, 2024, Republic Services requested a rate increase for calendar year 2025, per the terms of the franchise agreement. Staff reviewed the request, the rate adjustment formula per the franchise agreement, and confirmed the calculations for the requested rate increase, which is 6.25 percent. If approved, the requested increase will apply to all rates (residential, commercial, and multi-family units) citywide and would be effective January 1, 2025.

Proposition 218 requires that all property owners, or those responsible for paying the refuse bill, receive a notice 45 days prior to the Public Hearing for an opportunity to challenge any proposed fee increases. At the January 6, 2025, City Council meeting, City Council officially set March 3, 2025, as the date for the Public Hearing. The Proposition 218 Notice and Protest Ballot was mailed to all owners on January 7, 2025. In the absence of a majority protest, the City Council maintains the right of final approval of the rate structure for FY 2024-25.

Residential Rates

The 2025 residential rates will have a net overall increase of 6.25%. The following chart compares the proposed 2025 residential cart rates and the current 2024 rates:

	2024	2025
Residential Rates		
35 gallon cart	\$25.76	\$27.37
65 gallon cart	\$30.63	\$32.54
95 gallon cart	\$35.48	\$37.70
Senior Discount Rate		
35 gallon cart	\$21.90	\$23.27
65 gallon cart	\$26.03	\$27.66
95 gallon cart	\$30.17	\$32.06

The Senior Discount is available to seniors 65 years of age and older who are considered head of household receiving residential cart collection services. To qualify, a completed application with proof of age and residency needs to be submitted to the Public Works Department for review and approval.

Commercial/Multi-Family Rates

The 2025 commercial rates will also have a net overall increase of 6.25%. The following chart compares the proposed 2025 rates for a commonly used 3-yard bin and the current 2024 rates:

Commercial/Multi-Family Rates							
3 Yard Bin/ Pickups Per Week	1	2	3	4	5	6	Extra Pickups (per Pickup)
2024 Rates	\$245.88	442.58	\$641.72	\$835.98	\$1,032.65	\$1,239.19	\$57.65
2025 Rates	\$261.25	\$470.24	\$681.83	\$888.23	\$1,097.19	\$1,316.64	\$61.25

Staff finds the proposed 2025 solid waste collection rates for residential, commercial and multi-family services to be consistent per the terms of the franchise agreement. If the request to increase the solid waste rates for FY 2024-25 are authorized by the rate payers and approved by the City Council, staff will notify Republic Services of the official approval for the direct billing of residential, multi-family, and commercial customers.

LEGAL REVIEW

The City Attorney has reviewed and approved Resolution No. CC-2501-003 as to form.

FISCAL IMPACT

There is no fiscal impact with this item.

RECOMMENDATION

Staff recommends that the City Council:

1. Open the Public Hearing, take testimony and close the Public Hearing
2. Adopt by title only Resolution No. CC-2501-003

Attachments

[Attachment 1 - Reso CC-2501-003 2025 Solid Waste Collection Rates.pdf](#)

[Attachment 2 - 2025 rates.pdf](#)

ATTACHMENT 1

RESOLUTION NO. CC-2501-003

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING THE RESIDENTIAL AND COMMERCIAL/MULTIFAMILY
SOLID WASTE AND RECYCLING COLLECTION SERVICE RATES
EFFECTIVE JANUARY 1, 2025**

WHEREAS, Public Resources Code Section 40059 authorizes the City of Lawnsdale (the "City") to enter into franchises and provide for solid waste and recycling collection services in the City; and

WHEREAS, the City and Consolidated Disposal Services, LLC (Republic Services) entered into an Agreement for Integrated Solid Waste Management Services, dated August 19, 2019 ("Agreement"), pursuant to which Republic Services provides exclusive solid waste and recycling collection services to residential and commercial properties in the City with the rates for such services to be paid by residents or customers of each property; and

WHEREAS, in accordance with State law, the City wishes to authorize the rate increase for solid waste collection services for the period commencing January 1, 2025 through December 31, 2025, which was calculated by employing the rate adjustment methodology specified in the Franchise Agreement; and

WHEREAS, on January 8, 2025, Republic Services mailed to the record owners of each identified parcel, notices of a public hearing to consider the new rates for commercial/multifamily and residential services to be held on March 3, 2025; and

WHEREAS, said notices described the proposed rates, the basis for these rates and other items as may be required by Article XIID of the California Constitution ("Proposition 218") and said rates are in accordance with Proposition 26; and

WHEREAS, at the public hearing on March 3, 2025, the City Council duly considered the rates described on Attachment 2 attached hereto and by this reference incorporated herein; and

WHEREAS, after conducting a properly noticed public hearing and considering all evidence and testimony presented, the City Council now desires to approve the proposed increased rates for commercial/multifamily and residential solid waste and recycling services as described on Attachment 2 effective as of January 1, 2025.

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

SECTION 1. That the foregoing recitals are true, correct, and incorporated herein by reference.

SECTION 2. That the Residential and the Commercial/Multifamily Solid Waste and Recycling Rates shown on Attachment 2, attached hereto, are hereby adopted and shall commence and be effective for services provided as of January 1, 2025.

SECTION 3. That the City Council has taken a count of protests received, if any, and there is no majority protest to the proposed rates. Therefore, based on the information considered herewith and with the Agreement that, in accordance with Proposition 218 and Proposition 26:

- (a) All notices, mailings and the hearings have taken place in accordance with the law;
- (b) Portions of revenues derived from the fee or charge and subject to Proposition 218 do not exceed the funds required to provide the property related service; and (2) are not to be used for any purpose other than that for which the fee or charge is imposed;
- (c) The amount of a fee or charge subject to Proposition 218 imposed upon any parcel or person as an incident of property ownership does not exceed the proportional cost of the service attributable to the parcel;
- (d) All services are immediately available to commercial/multifamily and residential customers and property owners; and
- (e) The service is a property-related service available specifically to property owners and is not a general government service available in substantially the same manner to the public at large.

SECTION 4. That this resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of March, 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-2501-003 at a regular meeting of said Council held on the 3rd day of March, 2025, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT 2

RESIDENTIAL MONTHLY RATES	
Service	Rates (January 1, 2025 to December 31, 2025)
Standard Service	
35-Gallon Cart - Standard Service	\$ 27.37
65-Gallon Cart - Standard Service	\$ 32.54
95-Gallon Cart - Standard Service	\$ 37.70
Additional Refuse Cart - above one	
35-Gallon Cart	\$ 5.88
65-Gallon Cart	\$ 8.83
95-Gallon Cart	\$ 11.78
Additional Recycling Cart - above two	
35-Gallon Cart	\$ 2.96
60-Gallon Cart	\$ 2.96
90-Gallon Cart	\$ 2.96
Additional Organics Materials Cart - above one	
35-Gallon Cart	\$ 2.96
65-Gallon Cart	\$ 2.96
95-Gallon Cart	\$ 2.96
Seniors (65 years of age and older whom are considered head of household)	
35-Gallon Cart - Standard Service	\$ 23.27
65-Gallon Cart - Standard Service	\$ 27.66
95-Gallon Cart - Standard Service	\$ 32.06
Additional Refuse Cart - above one	
35-Gallon Cart	\$ 4.98
65-Gallon Cart	\$ 7.52
95-Gallon Cart	\$ 10.02
Additional Recycling Cart - above two	
35-Gallon Cart	\$ 2.51
60-Gallon Cart	\$ 2.51
90-Gallon Cart	\$ 2.51

Additional Organics Materials Cart - above one	
35-Gallon Cart	\$ 2.51
60-Gallon Cart	\$ 2.51
90-Gallon Cart	\$ 2.51

Additional Charges	
Additional Overage Pickup - Per Pickup (in excess of 2 per year)	\$ 7.34
Single-Family: Additional Bulky Item Pickup - Per Item (in excess of 6 pickups per year)	\$ 29.45
Multi-Family: Additional Bulky Item Pickup - Per Item (in excess of 6 pickups per year)	\$ 29.45
Cart Exchange - Per Request	\$ 22.06
Re-Start Fee - Per Re-Start (for service discontinued due to non-payment)	\$ 22.06
Contamination Fee	\$ 38.94
Landscaper Yard Waste Disposal - Rate per ton at American Waste Transfer Station	\$ 82.32

COMMERCIAL/MULTI-FAMILY MONTHLY REFUSE BIN RATES (INCLUDES RECYCLING AND ORGANICS)

Service	Rates (January 1, 2025 to December 31, 2025)
96-gallon	
1 day per week	\$ 119.79
2 days per week	\$ 215.62
3 days per week	\$ 312.66
4 days per week	\$ 407.32
5 days per week	\$ 503.13
6 days per week	\$ 603.73
Extra pickup	\$ 41.75
1 cubic yard	
1 day per week	\$ 176.16
2 days per week	\$ 317.09

3 days per week	\$ 459.80
4 days per week	\$ 598.98
5 days per week	\$ 739.87
6 days per week	\$ 887.86
Extra pickup	\$ 52.89
1.5 cubic yard	
1 day per week	\$ 187.71
2 days per week	\$ 337.81
3 days per week	\$ 489.83
4 days per week	\$ 638.05
5 days per week	\$ 788.26
6 days per week	\$ 945.86
Extra pickup	\$ 54.98
2 cubic yard	
1 day per week	\$ 220.20
2 days per week	\$ 396.38
3 days per week	\$ 574.74
4 days per week	\$ 748.66
5 days per week	\$ 924.83
6 days per week	\$1,109.83
Extra pickup	\$ 57.05
3 cubic yard	
1 day per week	\$ 261.25
2 days per week	\$ 470.24
3 days per week	\$ 681.83
4 days per week	\$ 888.23
5 days per week	\$1,097.19
6 days per week	\$ 1,316.64
Extra pickup	\$ 61.25
3 cubic yard with compactor	
1 day per week	\$ 525.45
2 days per week	\$ 945.86
3 days per week	\$ 1,371.51

4 days per week	\$ 1,786.65
5 days per week	\$ 2,207.04
6 days per week	\$ 2,648.50
Extra pickup	\$ 95.00
COMMERCIAL/MULTI-FAMILY MONTHLY REFUSE BIN RATES (INCLUDES RECYCLING AND ORGANICS)	
Service	Rates (January 1, 2025 to December 31, 2025)
4 cubic yard	
1 day per week	\$ 324.28
2 days per week	\$ 583.72
3 days per week	\$ 846.42
4 days per week	\$1,102.61
5 days per week	\$ 1,362.03
6 days per week	\$ 1,634.44
Extra pickup	\$ 65.41
4 cubic yard with compactor	
1 day per week	\$ 600.55
2 days per week	\$1,081.00
3 days per week	\$ 1,567.44
4 days per week	\$ 2,041.86
5 days per week	\$ 2,522.33
6 days per week	\$ 3,026.77
Extra pickup	\$ 107.53
6 cubic yard	
1 day per week	\$ 366.33
2 days per week	\$ 659.38
3 days per week	\$ 956.11
4 days per week	\$ 1,245.55
5 days per week	\$ 1,538.61
6 days per week	\$ 1,846.31
Extra pickup	\$ 73.80

TEMPORARY BIN MONTHLY CHARGES (INCLUDING DISPOSAL AND DELIVERY)	
Service	Rates (January 1, 2025 to December 31, 2025)
3 cubic yard temporary bin - first empty	\$ 327.20
3 cubic yard temporary bin - add'l empties	\$ 261.25

ROLL-OFF BOX MONTHLY CHARGES	
Service	Rates (January 1, 2025 to December 31, 2025)
Standard Roll-Off Box - Rate per pull (including container rental and disposal)	
Refuse-Any Size	\$ 656.15
Recycling	\$ 626.29
Low Boy	\$ 656.15
Compactor Roll-Off Box - Rate per pull (excluding compactor rental)	
Refuse - Any Size	984.23
Use in Excess of 7 days (per day charge)	\$ 13.92
Overweight charge (per ton over 10 tons)	Additional 50% Above Actual Disposal
Roll-off box cleaning (above one per year)	\$ 139.20
Redelivery/return trip fee	\$ 69.62

OTHER BIN SERVICE RATES - PER MONTH	
Service	Rates (January 1, 2025 to December 31, 2025)
Locking bin service - per bin	
1 day per week	\$ 13.65
2 days per week	\$ 27.38
3 days per week	\$ 41.08
4 days per week	\$ 54.72
5 days per week	\$ 68.44
6 days per week	\$ 82.14

ADDITIONAL SERVICE CHARGES - RATE PER SERVICE	
Service	Rates (January 1, 2025 to December 31, 2025)
Bin cleaning	\$ 64.96
Bin overage fee (following one written warning)	\$ 50.51
Return trip fee	\$ 50.51
Special cleanup events - Above 96 1-hr events/yr	\$ 201.96

Emergency service rates	\$ 232.70
Commercial re-start fee	\$ 22.06
Insufficient funds fee for returned checks	\$ 44.34
Commercial bulky item fee	\$ 29.45
Commercial cart customer contamination fee	\$ 38.94
Commercial bin customer organics contamination fee	\$ 89.13
Commercial bin customer recyclables contamination fee	\$ 64.89

Annual Rate Adjustment Calculations 2025

Step One: Calculate percentage change in index

Row	Index	A	B	C
		Old Index Value	New Index Value	Percent Change In Index ((Column B/Column A) -1)
1	CPI, Garbage and Trash Collection (1)	568.79	604.31	6.25%

Step Two: Apply percentage change to rates

2	See following pages for calculations of new rates
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(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year.



CITY OF LAWNDALE

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

DATE: March 3, 2025
TO: Honorable Mayor and City Council
FROM: Dr. Sean M. Moore, City Manager
PREPARED BY: Michael Reyes, Municipal Services Director
SUBJECT: **Update on Results for 2024 Illegal Fireworks Suppression Detail**

BACKGROUND

Each year for the past four years the City has authorized overtime pay for LASD deputies to work on the Fourth of July holiday as part of the Illegal Fireworks Suppression Detail. Deputies working this detail issue citations to residents and property owners when they observe illegal fireworks being used within the City of Lawndale. The Illegal Fireworks Suppression Detail evolves from year to year with new lessons being learned and new strategies being implemented each year to reduce the number of illegal fireworks being lighted in the City.

This Staff Report is an update of the results from the 2024 Illegal Fireworks Suppression Plan.

STAFF REVIEW

At the February 19, City Council meeting Councilmember Sirley Cuevas requested information regarding the results of the 2024 Illegal Fireworks Suppression Detail. Councilmember Cuevas specifically asked for the number of illegal fireworks citations that were appealed, and of those how many citations were upheld versus those that were dismissed.

During the two days of the 2024 Illegal Fireworks Suppression Plan, LASD deputies issued 33 total administrative citations to residents and property owners for the use of illegal fireworks.

As with any citation, the violating party does have the option to appeal their citation through an internal Administrative Hearing process. Twelve citations were contested and seven of those citations were upheld while four were dismissed by the hearing officer. The twelfth citation was filed directly with the Los Angeles Superior Court bypassing the City's internal administrative process and this citation was also dismissed by the judge.

LEGAL REVIEW

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

FISCAL REVIEW

There is no fiscal impact as a result of this Staff Report.

RECOMMENDATION

Staff recommends that the City Council receive and file this staff report.



CITY OF LAWDALE

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

DATE: March 3, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Lucho Rodriguez, Public Works Director
Nick Petrevski, Associate Engineer

SUBJECT: **First Amendment for On-Call Civil Engineering Services**

BACKGROUND

Since March 4, 2024, Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan Engineering provide On-Call Civil Engineering services to the City. The existing contracts will expire on March 4, 2025, and it is in the best interest for the City of Lawndale to have these contracts active to assist the City with Engineering tasks.

STAFF REVIEW

Since March 4, 2024, Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan Engineering have been on call with the City and have proven to be reliable and responsive in providing timely engineering services to the City. The agreements with each of the firms Each company confirmed their interest in extending the contract for an additional year with a price increase beginning March 4, 2025. All other terms and conditions of the contract shall remain in full force and effect.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

There is no fiscal impact with this item at this time.

RECOMMENDATION

Staff recommends that the City Council approve the First Amendment to the Contract Services Agreement with Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan Engineering for the contract term of March 5, 2025, through March 4, 2026, with an option to extend up to three one-year extensions.

Attachments

[Attachment A.pdf](#)

[Attachment B.pdf](#)

[Attachment C.pdf](#)

[Attachment D.pdf](#)

[Attachment E.pdf](#)

Attachment A

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 4th day of March, 2025, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and Transtech Engineers, Inc., a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for On-Call Civil Engineering Services" (the "Agreement") on or about March 4, 2024, and

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

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Section 2.1 of the Agreement (Contract Sum) is amended to update the "Fee Proposal" attached hereto as Exhibit "C-1" and incorporated herein by this reference. All references to Exhibit "C" in the Agreement after the date of First Amendment shall hereafter mean and refer to both Exhibit "C" and Exhibit "C-1".
2. Section 3.4 of the Agreement, Entitled "Term" is hereby amended to extend the Contract term for one year (the "Extended Term") such that the agreement will remain in place through March 4, 2026 as set forth on the "First Supplemental Schedule of Performance" attached hereto as "Exhibit D-1". All references to Exhibit "D" in the agreement after the date of this First Amendment shall hereafter mean and refer to both Exhibit "D" and Exhibit "D-1".

MISCELLANEOUS PROVISIONS

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.
3. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONTRACTOR:
Transtech Engineers, Inc.
A California Corporation

By: _____
Ali Cayir, Chief Executive Officer

By: _____
Sybil Cayir, Secretary

Address: 13367 Benson Ave.
Chino, CA 91710

EXHIBIT “C-1”

SCHEDULE OF COMPENSATION

EXHIBIT “D-1”

SCHEDULE OF PERFORMANCE

Not Applicable

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Transtech Engineers, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

Attachment 1

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

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

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

2.0 COMPENSATION

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

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

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

Attachment 1

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

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and

there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

Attachment 1

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

Attachment 1

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

CITY:
CITY _____ OF _____ LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
Transtech _____ Engineers, _____ Inc.
a [California corporation]

By: _____
Name: Allen Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary

Address: 13367 Benson Ave.
Chino, CA 91710

Transtech Engineers, Inc.

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Traffic Engineering services to conduct field data collection and prepare engineering and traffic surveys in accordance with state law. The following services are specifically requested:

- 1. Preliminary investigation for various CIP projects**
- 2. Civil design for repair and replacement of City infrastructure**
- 3. Construction management and/or inspection services for construction of various CIP projects**
- 4. Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
- 5. Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 2.4 is added to the Agreement to read as follows:

“2.4 Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Transtech Engineers, Inc. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to <http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf> for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only.”

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

Attachment 1

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION**5. Fee Proposal**

The RFQ states that the selected firm will be expected to maintain the proposed billing rates throughout the first fiscal year of the contract from 2024 through 2025. For Fiscal Years 2025 to 2029 the City will consider renegotiation of the billing rates prior to the start of each fiscal year.

Based on the RFQ requirement, we have projected our fee rates until June 1, 2025. Following is Transtech's Hourly Rates for all staff classifications:

TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Effective: July 1, 2023 - June 30, 2025	
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.	
ENGINEERING	
Field Technician	\$89 - \$99
Engineering Technician	\$99 - \$110
Assistant CAD Drafter	\$110 - \$126
Senior CAD Drafter	\$126 - \$142
Associate Designer	\$142 - \$158
Senior Designer	\$158 - \$173
Design Project Manager	\$200 - \$210
Assistant Engineer	\$121 - \$131
Associate / Staff Engineer	\$152 - \$168
Senior Civil Engineer	\$210 - \$231
Traffic Analyst Technician	\$105 - \$116
Associate Traffic Analyst	\$158 - \$168
Senior Traffic Analyst	\$168 - \$179
Professional Transportation Planner	\$179 - \$194
Traffic Engineer Technician	\$99 - \$110
Associate/Staff Traffic Engineer	\$152 - \$168
Traffic Engineer	\$179 - \$194
Senior Traffic Engineer	\$194 - \$215
Project Manager	\$194 - \$215
Senior Project Manager	\$215 - \$231
Deputy City Engineer	\$179 - \$200
City Engineer	\$200 - \$215
Principal Engineer	\$215 - \$236
BUILDING & SAFETY	
Permit Technician	\$79 - \$89
Plan Check Technician/Analyst/Supervisor	\$131 - \$147
Building Inspector	\$121 - \$137
Senior Inspector	\$131 - \$147
Plans Examiner/Checker	\$147 - \$163
Plan Check Engineer	\$158 - \$179
Deputy Building Official	\$168 - \$179
Building Official	\$173 - \$189
CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	\$152 - \$163
Funds Coordinator	\$158 - \$168
Office Engineer	\$152 - \$163
Construction Inspector	\$147 - \$158
Senior Construction Inspector	\$158 - \$168
Construction Manager	\$179 - \$194
Resident Engineer	\$194 - \$210
PUBLIC WORKS INSPECTION	
Public Works Inspector	\$147 - \$158
Senior Public Works Inspector	\$158 - \$168
Supervising PW Inspector	\$168 - \$179
SURVEY AND MAPPING	
Survey Analyst	\$158 - \$163
Senior Survey Analyst	\$163 - \$168
2-Man Survey Crew	\$362 - \$378
Survey & Mapping Specialist	\$194 - \$210
Licensed Land Surveyor	\$221 - \$231
FUNDING & GRANT WRITING	
Funds Analyst	\$152 - \$158
Senior Funds Analyst	\$158 - \$168
Grant Writer	\$173 - \$179
Funds & Grant Project Manager	\$194 - \$205
PLANNING	
Community Development Technician	\$84 - \$95
Planning Technician	\$95 - \$105
Assistant Planner	\$105 - \$126
Associate Planner	\$126 - \$147
Senior Planner	\$152 - \$173
Planning Manager	\$179 - \$200
ADMINISTRATIVE STAFF	
Administrative/Clerical	\$74 - \$84
Project Accountant	\$84 - \$95
The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistics.	



75%



Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Attachment B

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 4th day of March, 2025, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and SA Associates, a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for On-Call Civil Engineering Services" (the "Agreement") on or about March 4, 2024, and

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

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Section 2.1 of the Agreement (Contract Sum) is amended to update the "Fee Proposal" attached hereto as Exhibit "C-1" and incorporated herein by this reference. All references to Exhibit "C" in the Agreement after the date of First Amendment shall hereafter mean and refer to both Exhibit "C" and Exhibit "C-1".
2. Section 3.4 of the Agreement, Entitled "Term" is hereby amended to extend the Contract term for one year (the "Extended Term") such that the agreement will remain in place through March 4, 2026 as set forth on the "First Supplemental Schedule of Performance" attached hereto as "Exhibit D-1". All references to Exhibit "D" in the agreement after the date of this First Amendment shall hereafter mean and refer to both Exhibit "D" and Exhibit "D-1".

MISCELLANEOUS PROVISIONS

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.
3. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONTRACTOR:

SA Associates
A California Corporation

By: Shahnawaz Ahmad
Shahnawaz Ahmad, President

By: Shahnawaz Ahmad
Shahnawaz Ahmad, Secretary

Address: 1130 W. Huntington Dr., Unit 12
Arcadia, CA 91007

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION



Statement of Qualifications for On-Call Civil Engineering Services



REVISED RATES FOR ON-CALL SERVICES

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	\$250.00
Engineer	\$217.00
Quality Assurance/Quality Control	\$232.00
AutoCAD Designer/Technician	\$115.00
Construction Inspector	\$130.00 – 165.00
Secretary	\$108.00
Surveyor (2-person crew)	\$280.00

Reimbursable In-House Costs

Photocopies	\$0.15/each
Blueprints (24 x 36 drawings)	\$3.00 each

Other Reimbursables

Services performed by subcontractor will be billed at	cost + 15%
Reproduction/special photography, and printing will be billed at	cost + 15%

NOTE: All rates listed above are effective to March 4, 2026

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

Not Applicable

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and SA Associates ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

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

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

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

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

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and

there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY _____ OF _____ LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
SA _____ Associates
a [California corporation]

By: Shahnawaz Ahmad
Name: Shahnawaz Ahmad
Title: President

By: Shahnawaz Ahmad
Name: Shahnawaz Ahmad
Title: Secretary

Address: 1130 W. Huntington Dr., Unit 12
Arcadia, CA 91007

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Civil Engineering services. The following services are specifically requested:

- 1. Preliminary investigation for various CIP projects**
- 2. Civil design for repair and replacement of City infrastructure**
- 3. Construction management and/or inspection services for construction of various CIP projects**
- 4. Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
- 5. Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 2.4 is added to the Agreement to read as follows:

“2.4 Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by SA Associates. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to <http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf> for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only.”

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

Attachment 1

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Statement of Qualifications for On-Call Civil Engineering Services

SECTION V: FEE PROPOSALHOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	\$240.00
Engineer	\$210.00
Quality Assurance/Quality Control	\$225.00
AutoCAD Designer/Technician	\$108.00
Construction Inspector	\$125.00 - 155.00
Secretary	\$102.00
Surveyor (2-person crew)	\$270.00

Reimbursable In-House Costs

Photocopies	\$0.15/each
Blueprints (24 x 36 drawings)	\$3.00 each

Other Reimbursables

Services performed by subcontractor will be billed at	cost + 15%
Reproduction/special photography, and printing will be billed at	cost + 15%

NOTE: All rates listed above are effective to June 30, 2025

SECTION



75%



1 of 1

Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Attachment C

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 4th day of March, 2025, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and Onward Engineering, a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for On-Call Civil Engineering Services" (the "Agreement") on or about March 4, 2024, and

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

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Section 2.1 of the Agreement (Contract Sum) is amended to update the "Fee Proposal" attached hereto as Exhibit "C-1" and incorporated herein by this reference. All references to Exhibit "C" in the Agreement after the date of First Amendment shall hereafter mean and refer to both Exhibit "C" and Exhibit "C-1".
2. Section 3.4 of the Agreement, Entitled "Term" is hereby amended to extend the Contract term for one year (the "Extended Term") such that the agreement will remain in place through March 4, 2026 as set forth on the "First Supplemental Schedule of Performance" attached hereto as "Exhibit D-1". All references to Exhibit "D" in the agreement after the date of this First Amendment shall hereafter mean and refer to both Exhibit "D" and Exhibit "D-1".

MISCELLANEOUS PROVISIONS

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.
3. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONTRACTOR:
Onward Engineering
A California Corporation

By: _____
Majdi Ataya, President

By: _____
Muhammad Ataya, Secretary

Address: 300 S. Harbor Blvd. STE 814
Anaheim, CA 92805

EXHIBIT “C-1”

SCHEDULE OF COMPENSATION

EXHIBIT “D-1”

SCHEDULE OF PERFORMANCE

Not Applicable

CITY OF LAWDALE
CONTRACT SERVICES AGREEMENT FOR
ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Onward Engineering ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

Attachment 1

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

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

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

2.0 COMPENSATION

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

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

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

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

Attachment 1

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

Attachment 1

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

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and

there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

Attachment 1

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

CITY:
CITY _____ OF _____ LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
Onward _____ Engineering
a [California corporation]

By: Majdi Ataya
Name: Majdi Ataya
Title: President

By: Muhammad Ataya
Name: Muhammad Ataya
Title: Secretary

Address: 300 S. Harbor Blvd. STE 814
Anaheim, CA 92805

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Civil Engineering services. The following services are specifically requested:

- 1. Preliminary investigation for various CIP projects**
- 2. Civil design for repair and replacement of City infrastructure**
- 3. Construction management and/or inspection services for construction of various CIP projects**
- 4. Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
- 5. Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 2.4 is added to the Agreement to read as follows:

“2.4 Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Onward Engineering. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (Refer to <http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf> for additional information.) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only.”

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

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- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

5

FEE PROPOSAL



**ONWARD
ENGINEERING**
design smarter. build better.

300 S. Harbor Blvd.
Suite 814
Anaheim, CA 92805
P: (714) 533.3050
www.oe-eng.com

HOURLY RATES

DESIGN ENGINEERING

<i>role</i>	<i>cost (hourly)</i>
QA/QC Manager	\$200. ⁰⁰
Project Manager	\$180. ⁰⁰
Project Engineer	\$140. ⁰⁰
Traffic Engineer	\$200. ⁰⁰

CONSTRUCTION MANAGEMENT & INSPECTION

<i>role</i>	<i>cost (hourly)</i>
Construction Manager	\$180. ⁰⁰
Construction Inspector*	\$140. ⁰⁰ (OT \$170. ⁰⁰ / DT \$195. ⁰⁰)
Public Outreach	\$95. ⁰⁰

ADMINISTRATION & MISCELLANEOUS

<i>role</i>	<i>cost (hourly)</i>
Administration	\$95. ⁰⁰

OE pays all Construction Inspectors prevailing wage rates in compliance with the requirements set forth by the Department of Industrial Relations (DIR) State prevailing wages under Labor Code § 1770 et seq. Labor Code §§ 1775 and 1777.7 along with the Davis-Bacon and Related Acts (DBRA) under the standards of the Community Development Block Grant (CDBG) funding as administered by the U.S. Housing and Urban Development (HUD) Department.

Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Attachment D

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 4th day of March, 2025, by and between the CITY OF LAWNDAL, a municipal corporation (herein "City") and LAE Associates, Inc., a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for ON-Call Civil Engineering Services" (the "Agreement") on or about March 4, 2024, and

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

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Section 2.1 of the Agreement (Contract Sum) is amended to update the "Fee Proposal" attached hereto as Exhibit "C-1" and incorporated herein by this reference. All references to Exhibit "C" in the Agreement after the date of First Amendment shall hereafter mean and refer to both Exhibit "C" and Exhibit "C-1".
2. Section 3.4 of the Agreement, Entitled "Term" is hereby amended to extend the Contract term for one year (the "Extended Term") such that the agreement will remain in place through March 4, 2026 as set forth on the "First Supplemental Schedule of Performance" attached hereto as "Exhibit D-1". All references to Exhibit "D" in the agreement after the date of this First Amendment shall hereafter mean and refer to both Exhibit "D" and Exhibit "D-1".

MISCELLANEOUS PROVISIONS

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.
3. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:


Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney


CONTRACTOR:
LAE Associates, Inc.
A California Corporation

By:



Fred Alamolhoda, President

By:



Kevin Alamolhoda, Secretary

Address: 1050 East Yorba Linda Blvd. STE 201
Placentia, CA 92870

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

City of Lawndale
On-Call Civil Engineering Services



LAE
Associates

Fee Schedule

LAE's fee to perform the requested On-Call Civil Engineering Services for the City of Lawndale (City) will be in accordance with the hourly rates shown below. Team members will adhere to the needs of the City to complete the requested tasks.

Role	Hourly Rate
Principal-In-Charge	\$225
Senior Civil Engineer (P.E.)	\$185
Senior Project/Construction Manager (P.E.)	\$185
Senior Project/Construction Manager	\$180
Project/Construction Manager (P.E.)	\$170
Project/Construction Manager	\$165
Senior Construction Observer (Prevailing Wages) *	\$158
Senior Analyst	\$135
Office Engineer/Engineering Coordinator	\$100
Junior Engineering Aide	\$75
Administrative Assistant	\$75
Actual Mileage (will be adjusted per IRS guidelines)	\$0.67/Mile
Other Direct Cost (printing, travel, etc.)	Actual

February 1, 2025, through June 30, 2027

with a three percent (3%) escalation clause to be approved by City.

*Will be adjusted per Department of Industrial Relations (DIR's) future increases.

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

Not Applicable

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and LAE Associates, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

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

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

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

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

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and

there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

Attachment 1

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

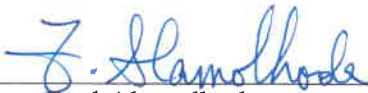
ATTEST:


Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
LAE Associates, Inc.
a [California corporation]

By: 
Name: Fred Alamolhoda
Title: President

By: 
Name: Kevin Alamolhoda
Title: Secretary

Address: 650 N. Rose Dr. #182
Placentia, CA 92870

LAE Associates, Inc.

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Civil Engineering services. The following services are specifically requested:

- 1. Preliminary investigation for various CIP projects**
- 2. Civil design for repair and replacement of City infrastructure**
- 3. Construction management and/or inspection services for construction of various CIP projects**
- 4. Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
- 5. Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 2.4 is added to the Agreement to read as follows:

“2.4 Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by LAE Associates, Inc. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. *(Refer to <http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf> for additional information.)* The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only.”

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

Attachment 1

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City of Lawndale
On-Call Civil Engineering Services



LAE
Associates

Fee Schedule

LAE's fee to perform the requested On-Call Civil Engineering Services for City of Lawndale (City) will be in accordance with the hourly rates shown below. Team members will adhere to the needs of the City to complete the requested tasks.

Role	Hourly Rate
Principal-In-Charge	\$225
Senior Civil Engineer (P.E.)	\$185
Senior Project/Construction Manager (P.E.)	\$185
Senior Project/Construction Manager	\$180
Project/Construction Manager (P.E.)	\$170
Senior Construction Observer (Prevailing Wages) *	\$155
Senior Analyst	\$135
Junior Engineering Aide	\$75
Administrative Assistant	\$75
Actual Mileage (will be adjusted per IRS guidelines)	\$0.67/Mile
Other Direct Cost (printing, travel, etc.)	Actual

January 1, 2024, through June 30, 2027

with a three percent (3%) escalation clause to be approved by City.

*Will be adjusted per Department of Industrial Relations (DIR's) future periodic increases.

Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Attachment E

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 4th day of March, 2025, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and Willdan Engineering, a California corporation (herein "Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for On-Call Civil Engineering Services" (the "Agreement") on or about March 4, 2024, and

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

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Section 2.1 of the Agreement (Contract Sum) is amended to update the "Fee Proposal" attached hereto as Exhibit "C-1" and incorporated herein by this reference. All references to Exhibit "C" in the Agreement after the date of First Amendment shall hereafter mean and refer to both Exhibit "C" and Exhibit "C-1".
2. Section 3.4 of the Agreement, Entitled "Term" is hereby amended to extend the Contract term for one year (the "Extended Term") such that the agreement will remain in place through March 4, 2026 as set forth on the "First Supplemental Schedule of Performance" attached hereto as "Exhibit D-1". All references to Exhibit "D" in the agreement after the date of this First Amendment shall hereafter mean and refer to both Exhibit "D" and Exhibit "D-1".

MISCELLANEOUS PROVISIONS

1. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.
3. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONTRACTOR:
Willdan Engineering
A California Corporation

By: _____
Vanessa Munoz, President

By: _____
Kate Nguyen, Secretary

Address: 2401 E. Katella Ave. STE 300
Anaheim, CA 92806

EXHIBIT “C-1”

SCHEDULE OF COMPENSATION

EXHIBIT “D-1”

SCHEDULE OF PERFORMANCE

Not Applicable

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
ON-CALL CIVIL ENGINEERING SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 4th day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Willdan ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

Attachment 1

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

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

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

2.0 COMPENSATION

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

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

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

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

Willdan

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 5, 2024 and continue in full force and effect until completion of the services no later than March 4, 2025.

4.0 COORDINATION OF WORK

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

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

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

shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

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

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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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.

Attachment 1

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

Attachment 1

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

CITY:
CITY _____ OF _____ LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
Willdan
a [California corporation]

By: _____
Name: Vanessa Munoz
Title: President

By: _____
Name: Kate Nguyen
Title: Secretary

Address: 2401 E. Katella Ave. STE 300
Anaheim, CA 92806

Willdan

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call Civil Engineering services. The following services are specifically requested:

- 1. Preliminary investigation for various CIP projects**
- 2. Civil design for repair and replacement of City infrastructure**
- 3. Construction management and/or inspection services for construction of various CIP projects**
- 4. Full range of engineering services including preliminary studies, public outreach, drawings, specifications, standards, survey, estimates and other professional services as needed**
- 5. Research, development, writing, preparing and submitting grant proposals for state and federal grants.**

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 2.4 is added to the Agreement to read as follows:

“2.4 Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Willdan. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (Refer to <http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf> for additional information.) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only.”

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

Attachment 1

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City of Lawndale

BN-2401-18

LAWDALE CITY HALL

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

DESIGN ENGINEERING	BUILDING AND SAFETY	CONSTRUCTION MANAGEMENT			
Technical Aide I	\$77	Assistant Code Enforcement Officer	\$103	Labor Compliance Specialist	\$139
Technical Aide II	\$100	Code Enforcement Officer	\$118	Labor Compliance Manager	\$174
Technical Aide III	\$120	Senior Code Enforcement Officer	\$139	Utility Coordinator	\$167
CAD Operator I	\$126	Supervisor Code Enforcement	\$168	Office Engineer I	\$140
CAD Operator II	\$146	Plans Examiner Aide	\$110	Office Engineer II	\$159
CAD Operator III	\$162	Plans Examiner	\$168	Assistant Construction Manager	\$152
GIS Analyst I	\$164	Senior Plans Examiner	\$184	Construction Manager	\$176
GIS Analyst II	\$180	Assistant Construction Permit Specialist	\$118	Senior Construction Manager	\$191
GIS Analyst III	\$191	Construction Permit Specialist	\$124	Resident Engineer I	\$198
Environmental Analyst I	\$140	Senior Construction Permit Specialist	\$146	Resident Engineer II	\$206
Environmental Analyst II	\$157	Supervising Construction Permit Specialist	\$154	Project Manager IV	\$223
Environmental Analyst III	\$166	Assistant Building Inspector	\$139	Deputy Director	\$231
Environmental Specialist	\$180	Building Inspector	\$154	Director	\$237
Designer I	\$168	Senior Building Inspector	\$168		
Designer II	\$174	Supervising Building Inspector	\$184	INSPECTION SERVICES	
Senior Designer I	\$184	Inspector of Record	\$196	Public Works Observer **	\$125
Senior Designer II	\$193	Deputy Building Official	\$196	Public Works Observer ***	\$151
Design Manager	\$191	Building Official	\$198	Senior Public Works Observer**	\$136
Senior Design Manager	\$198	Plan Check Engineer	\$192	Senior Public Works Observer ***	\$151
Project Manager I	\$177	Supervising Plan Check Engineer	\$194	MAPPING AND EXPERT SERVICES	
Project Manager II	\$197	Principal Project Manager	\$227	Survey Analyst I	\$143
Project Manager III	\$207	Deputy Director	\$231	Survey Analyst II	\$164
Project Manager IV	\$223	Director	\$237	Senior Survey Analyst	\$187
Principal Project Manager	\$227	PLANNING		Supervisor - Survey & Mapping	\$197
Program Manager I	\$197	CDBG Technician	\$82	Principal Project Manager	\$227
Program Manager II	\$209	CDBG Specialist	\$98	LANDSCAPE ARCHITECTURE	
Program Manager III	\$228	CDBG Analyst	\$116	Assistant Landscape Architect	\$146
Assistant Engineer I	\$137	CDBG Coordinator	\$144	Associate Landscape Architect	\$168
Assistant Engineer II	\$153	CDBG Manager	\$174	Senior Landscape Architect	\$184
Assistant Engineer III	\$161	Housing Programs Coordinator	\$144	Principal Landscape Architect	\$195
Assistant Engineer IV	\$170	Planning Technician	\$123	Principal Project Manager	\$227
Associate Engineer I	\$179	Assistant Planner	\$154		
Associate Engineer II	\$186	Associate Planner	\$168		
Associate Engineer III	\$190	Senior Planner	\$191		
Senior Engineer I	\$194	Principal Planner	\$198		
Senior Engineer II	\$198	Planning Manager	\$211		
Senior Engineer III	\$201	Deputy Director	\$231		
Senior Engineer IV	\$204	Director	\$237		
Supervising Engineer	\$209	ADMINISTRATIVE			
Traffic Engineer I	\$209	Administrative Assistant I	\$95		
Traffic Engineer II	\$223	Administrative Assistant II	\$114		
City Engineer I	\$223	Administrative Assistant III	\$133		
City Engineer II	\$227	Project Accountant I	\$107		
Deputy Director	\$231	Project Accountant II	\$125		
Director	\$237	Project Controller I	\$133		
		Project Controller II	\$150		

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Vehicle usage will be charged at the rate in accordance with the current ITR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Sleeping, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12 month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Qualifications for
On-Call Civil Engineering Services

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City of Lawndale

BN-2401-18



WILLDAN GEOTECHNICAL / MATERIALS TESTING

Prevailing Wage

Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

GEOTECHNICAL

Soil Technician (Prevailing Wages)**	\$145
Sr. Soil Technician (Prevailing Wages)**	\$145
Geologist II	\$165
Supervising Geologist	\$209
CAD Operator II	\$145
Assistant Engineer I	\$137
Assistant Engineer II	\$153
Assistant Engineer III	\$161
Senior Engineer I	\$194
Senior Engineer II	\$198
Senior Engineer III	\$201
Supervising - Lab Inspector	\$137
Field Operations Manager	\$147
Supervising Engineer	\$200
Principal Project Manager	\$227
Principal Engineer	\$257

SPECIAL INSPECTION

Special Inspection (Prevailing Wages)**	\$151
Supervisor	\$165

ADMINISTRATIVE

Administrative Assistant I	\$95
Administrative Assistant II	\$114
Administrative Assistant III	\$133

EXPERT WITNESS

Principal Engineer/Geologist	\$420
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**For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FIR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Oxnard County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.



Qualifications for
On-Call Civil Engineering Services

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Willdan

City of Lawndale

BN 2401-18



WILLDAN GEOTECHNICAL / MATERIALS TESTING

Non-Prevailing Wage
Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

GEOTECHNICAL	
Soil Technician (Non-Prevailing Wages)**	\$95
Sr. Soil Technician (Non-Prevailing Wages)**	\$116
Geologist II	\$185
Supervising Geologist	\$209
CAD Operator II	\$146
Assistant Engineer I	\$137
Assistant Engineer II	\$153
Assistant Engineer III	\$161
Senior Engineer I	\$194
Senior Engineer II	\$198
Senior Engineer III	\$201
Supervising - Lab Inspector	\$137
Field Operations Manager	\$147
Supervising Engineer	\$209
Principal Project Manager	\$277
Principal Engineer	\$257
SPECIAL INSPECTION	
Special Inspection (Non-Prevailing Wages)**	\$93
Supervisor	\$165

ADMINISTRATIVE	
Administrative Assistant I	\$95
Administrative Assistant II	\$114
Administrative Assistant III	\$133
EXPERT WITNESS	
Principal Engineer/Geologist	\$420

**For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage-Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.



Qualifications for
On-Call Civil Engineering Services

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WILLDAN GEOTECHNICAL / MATERIALS TESTING

Unit Testing Rate Sheet

Effective July 1, 2023 to June 30, 2024

Identification and Index Properties

In-situ Moisture and Density (ASTM D2937)	\$32	per	Test
Grain Size Analysis -- Sieve Only (ASTM D6913)	\$131	per	Test
Grain Size Analysis -- Sieve & Hydrometer (ASTM D6913 & D7920)	\$230	per	Test
Percent Passive #200 Sieve (ASTM D1140)	\$90	per	Test
Atterberg Limits -- Multi Point (ASTM D4318)	\$210	per	Test
Atterberg Limits -- One Point (ASTM D4318)	\$100	per	Test
Specific Gravity (ASTM D854)	\$110	per	Test
Sand Equivalent (ASTM D2419)	\$100	per	Test

Compaction and Bearing Strength

Modified Proctor Compaction -- Method A or B (ASTM D1557)	\$220	per	Test
Modified Proctor Compaction -- Method C (ASTM D1557)	\$250	per	Test
Compaction (CTM 216)	\$225	per	Test
California Bearing Ratio, CBR -- 3 Points (ASTM D1663)	\$550	per	Test
R-Value	\$300	per	Test

Shear Strength

Torvane / Pocket Penetrometer	\$22	per	Test
Direct Shear, Consolidated Drained -- per Point (ASTM D3080)	\$105	per	Test
Direct Shear, Residual -- per Point (ASTM D3080)	\$200	per	Test
Unconfined Compression (ASTM D2160)	\$162	per	Test
Unconsolidated-Undrained (UU)	\$230	per	Test

Consolidation, Collapse and Swell

Consolidation -- 8 Load Increments w/ One Time Rate (ASTM D2435)	\$200	per	Test
Consolidation -- Additional Load Increment (ASTM D2435)	\$37	per	Test
Consolidation -- Additional Time Rate per Load Increment (ASTM D2435)	\$68	per	Test
Collapse Test -- Single Point	\$100	per	Test
Single Load Swell Test -- Ring Sample, Field Moisture (ASTM D4546)	\$89	per	Test
Single Load Swell Test -- Ring Sample, Air Dried (ASTM D4546)	\$80	per	Test
Remolded Sample per Specimen	\$68	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	\$150	per	Test

Laboratory Permeability

Constant Head (ASTM D2434)	\$260	per	Test
Falling Head Flexible Wall (ASTM D5084)	\$325	per	Test
Triaxial Permeability (EPA 9100)	\$303	per	Test

Chemical Tests

Corrosivity (pH, Resistivity, Sulfates, Chlorides)	\$200	per	Test
Organic Contents (ASTM D2974)	\$90	per	Test

Asphalt Tests

Extraction / Asphalt (CTM 302)	\$221	per	Test
Hveem / Marshall Maximum Density (CTM 304, 306)	\$363	per	Test
Wash Gradation (CTM 202)	\$125	per	Test

Qualifications for
On-Call Civil Engineering Services

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City of Lawndale

BN-2401-18



WILLDAN GEOTECHNICAL / MATERIALS TESTING

Unit Testing Rate Sheet

Effective July 1, 2023 to June 30, 2024



Concrete

6"x12" & 4"x8" Cylinder Compression Test (ASTM C39)	\$26	per	Test
2", 4" & 6" Diameter Cores Compression Test	\$26	per	Test
3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	\$26	per	Test
Shotcrete / Gunite Lab Curing & Compression Test (ASTM C42)	\$53	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	\$42	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C604)	\$47	per	Test

Masonry

2"x4" Mortar Cylinder Compression Test (ASTM C780)	\$26	per	Test
2"x2" Mortar Cube Compression Test (ASTM C109)	\$26	per	Test
3"x6" GROUT Prism Compression Test (ASTM C1010)	\$26	per	Test
CMU GROUT Prism Compression Test, up to 8"x8"x16" (ASTM E447)	\$175	per	Test
CMU GROUT Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	\$250	per	Test

Steel Reinforcement

Tensile or Bend Test, up to #8 (ASTM A370)	\$58	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	\$74	per	Test
Tensile or Bend Test, #14 (ASTM A370)	\$95	per	Test

Fireproofing

Unit Weight (UBC 7-6)	\$53	per	Test
Cohesion / Adhesion (UBC 7-6)	\$63	per	Test

Non-Destructive Testing (NDT)

Dye Penetrant Testing	\$137	per	Hour
Ultrasonic Testing	\$137	per	Hour
Magnetic Particle Testing	\$137	per	Hour
Radiographic Testing			Quote

Administrative Services

Sample Pickup from Field	\$68	per	Trip
Mix Design Review	\$331	per	Mix
Lab Test Report	\$26	per	Report
Field Vehicle Usage (by Soil/Asphalt Technician)	\$6	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	\$50	per	Hour


 Qualifications for
On Call Civil Engineering Services

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Willdan

Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable



CITY OF LAWDALE

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

DATE: March 3, 2025
TO: Honorable Mayor and City Council
FROM: Dr. Sean M. Moore, City Manager
PREPARED BY: Raylette Felton, Deputy City Manager/Director of Human Resources
SUBJECT: **Letter to State Federal Legislators Regarding Metro Project Funding Gap**

BACKGROUND

During Oral Communications at the December 12, 2024, City Council meeting, members of the public commented regarding the costs for the Metro C Line Extension Project funding plans. This item is being brought to City Council for review and discussion at the request of Mayor Robert Pullen Miles regarding the C Line Project funding gap.

STAFF REVIEW

At the December 12th City Council meeting, members of the public provided comments on the Metro C Line Extension Project name change and requested the City's assistance in reaching out to federal officials for project funding assistance. During this meeting, Mayor Pullen Miles noted that the Los Angeles County Board of Supervisor Holly Mitchell had previously inquired with state officials about potential funding options for the Hawthorne Boulevard Alignment Option.

Mayor Pullen Miles further suggested that the City engage with its federal and state legislators, particularly the United States Senator, to explore opportunities for closing the funding gap between the currently secured funds and the locally preferred Alternative 3 Route- Hawthorne Boulevard Alignment Option. Accordingly, please find the attached draft letter prepared for City Council's consideration. The City Council may approve the letter as written or modify it as needed.

LEGAL REVIEW

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends that the City Council review the draft letter to be addressed to state and federal legislators requesting assistance in obtaining funding for the Metro C Line Project funding gap and provide direction to staff on next steps.

Attachments

[Draft Ltr Metro C Line Funding Gap.pdf](#)

ATTACHMENT A

DRAFT

[Date]

[Recipient Name]

[Recipient Title]

[Recipient Address]

Subject: Request for Federal Funding Support – C Line Extension Project (Alternative 3 – Hawthorne Alignment)

Dear [Recipient Name],

On behalf of the City of Lawndale, we respectfully request your support in securing federal funding to help advance the C Line Extension Project, specifically Alternative 3 – the Hawthorne Boulevard Alignment option. This route is the preferred alternative of both the City of Lawndale and the City of Redondo Beach.

The C Line Extension Project, led by the Los Angeles County Metropolitan Transportation Authority (METRO), aims to extend the current K Line from the Redondo Beach Station to the Torrance Transit Center, providing improved rail transit options for the South Bay region of Los Angeles County. To date, the project has secured \$1.12 billion from various sources, including:

- **\$231 million** from a California State Transportation Agency grant
- **\$619 million** from state Measure M
- **\$272 million** from local Measure R

Despite these contributions, a significant funding gap remains, with the estimated cost for Alternative 3 – the Hawthorne Boulevard Alignment – at **\$2.96 billion**, leaving a shortfall of **\$1.84 billion**.

Although the City of Lawndale has expressed opposition to the project in the past, we recognize its potential benefits, including expanded rail transit options for our community and a reduction in regional air pollution. For these reasons, the City supports Alternative 3 – the Hawthorne Boulevard Alignment, as it minimizes impacts on residential neighborhoods in both Lawndale and Redondo Beach.

We are at a critical decision-making stage regarding the final route selection and funding plans. As such, we would greatly appreciate your support in identifying and securing federal funding opportunities to help make this project a reality. We welcome the opportunity to discuss the project further and explore potential funding options with you.

Thank you for your time and consideration. We look forward to your response.

Sincerely,

[Your Name]

[Your Title]

City of Lawndale



CITY OF LAWDALE

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

DATE: March 3, 2025

TO: Honorable Mayor and City Council

FROM: Dr. Sean M. Moore, City Manager

PREPARED BY: Peter Kann, Community Development Director

SUBJECT: **Community Development Department Duties, Overview of Operations, and Customer Survey**

BACKGROUND

The Community Development Department encompass the Planning Division and Building Division. A summary of the role and responsibility of the Planning Division and Building Division is provided below:

Planning - Primarily responsible for creating and maintaining a comprehensive plan for a City, guiding land use development by reviewing and approving development projects, ensuring compliance with zoning regulations, and managing the permitting process to ensure orderly growth and community of the City. A majority of the Planning Division duties and responsibilities is set forth in the City's Zoning Ordinance, Title 17 of the Lawndale Municipal Code (LMC). Additionally, Lawndale is a general law city and adopts by reference numerous Planning and Zoning laws (Government Code 65850 et seq.).

Building - Primarily responsible for reviewing plans for building (structural plan check), mechanical, electrical, plumbing, grading and drainage, issuing permits, maintaining records, and inspections of construction projects for compliance. A majority of the Building Division duties and responsibilities is set forth in the City's Building and Construction Code, Title 15 of the LMC. Title 15 adopts by reference the Building Code, Electrical Code, Mechanical Code, Plumbing Code, Fire Code, Residential Code, etc.

In calendar year 2024, Planning staff processed the following number of development review based on the classification of the final approval authority.

- Administrative (staff level) approvals - 113 Site Plan Reviews (17 commercial & 96 residential); 64 Fence Permits; 58 Flat work Permits; 172 planning inspections; and 1,066 counter visits.
- Discretionary (Planning Commission) approvals - 10 public hearing items consisting of Design Review, Lot Size Exception, and Special Use Permit.

In calendar year 2024, building staff processed the following numbers of building plan checks and inspections:

- Counter visits - 2,276 counter visits regarding permits and inspections;
- Building applications - Average of 85 applications a month; and
- Building Inspections - Average of 100 building inspections a month.

STAFF REVIEW

Community Development staff goal is to maintain high customer satisfaction and to provide a fast level of service. A summary of the Community Development's level of services are provided below:

Planning

- Site Plan Reviews, Fence Permits, Flat work - 10 Business Days;
- Planning and Building Public Counter is open during normal business hours (7:00am-6:00pm Mon-Thurs) to discuss the various applications and next steps;
- Flatwork and Fence Permit on-site final inspections are completed every Thursday morning;
- Planning and Public Works staff meet every two weeks to discuss larger scale projects that require improvements plans to the City's public right-of-way or sidewalk/streets; and
- Any entitlement applications, which requires Planning Commission and/or City Council review and approval, is processed within 60 days from project submittal to scheduled public hearing.

Building

- A structural plan checker from the County's Building and Safety Department is available at City Hall to assist customers on Tuesday morning.
- Community Development staff is available during business hours to issue building, mechanical, electrical, and plumbing permits over the counter if applicable. This over the counter issuance of permits is the reason why in 2024, there were 2,276 visits to the Public Counter.
- Any permit holder can schedule for a building inspection with staff and a Building Inspector will inspect the property within three business days or less. If there is a backlog of building inspections, a second on-call Building Inspector is called in to assist the City as needed to maintain customer satisfaction.

Attachment 1 is draft survey where the public could rate and express their past experience with Community Development staff. Staff is open to adding additional questions to the draft survey. Staff is recommending isusing the survey and gathering responses over a multi-month period to really get a good sample size and determine the most common and most serious issues facing the public.

LEGAL REVIEW

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

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

1. Receive and file this report from Community Development;
2. Direct staff to distribute, collect, and analyze the department survey; or
3. Direct staff to add or delete new questions into the survey;
4. Provide further direction to staff.

Attachments

[Attachment 1 - CD Dept Survey.pdf](#)

ATTACHMENT 1

City of Lawndale - Community Development Department Satisfaction Survey

The City of Lawndale Community Development Department appreciates the opportunity to serve the community and its stakeholders. We invite customers to provide open and honest feedback regarding their satisfaction with the department's services and customer service experience.

The comments, input, and suggestions provided are important to us. This survey will be reviewed by our management and the City Council to identify areas of improvement or provide examples of great service from staff. We are always seeking ways to improve the department's efficiency and quality of service. Completing this survey will help guide the City in setting goals and expectations for the quality service for the department.

1. Date service was provided (if applicable):



2. Your role as a respondent: *

- ☐ Property owner
- ☐ Resident
- ☐ Business owner
- ☐ Contractor
- ☐ Professional service consultant (ex: architect, engineer, etc.)
- ☐ Permit runner
- ☐ Other

3. If your visit was related to Planning and Zoning, please select the reason for your visit: *

- ☐ N/A
- ☐ Design Review
- ☐ Fence Permit
- ☐ Flatwork Permit
- ☐ General planning questions
- ☐ General zoning questions
- ☐ Planning inspection request
- ☐ Shed Permit
- ☐ Sign/Temporary Banner Permit
- ☐ Site Plan Review submittal/resubmittal
- ☐ Variance
- ☐ Other

4. If your visit was related to Building & Safety, please select the reason for your visit: *

- ☐ N/A
- ☐ ADA requirements
- ☐ Agency clearances
- ☐ Building/electrical/mechanical/plumbing/sewer permit
- ☐ Building & Safety inquiry
- ☐ Building plan check follow up
- ☐ Building plan check inquiries
- ☐ Building plan check submittal/resubmittal
- ☐ Construction & Demolition Debris program
- ☐ Drainage/Grading
- ☐ Inspection request
- ☐ Other

5. Were you referred to the department due to a code enforcement matter? *

☐ Yes

☐ No

6. Name of the employee that assisted you (if you don't know the name of the employee or the feedback is not about a specific employee, then type in N/A): *

7. How long did it take to receive a response for your initial request? *

☐ Less than 24 hours

☐ 2 days

☐ 3 days

☐ More than 3 days

8. If you submitted a Site Plan Review (SPR), when did you receive your response letter? *

☐ N/A

☐ Within 10 business days

☐ Within 3 weeks

☐ Within a month

☐ Over a month

9. If you submitted for Building & Safety plan check, when did you receive your first round of comments? *

☐ N/A

☐ Within 2 weeks

☐ Within 3 weeks

☐ Within a month

☐ Over a month

10. How would you rate staff on the following criteria? *

	Very Unsatisfied	Unsatisfied	Neither unsatisfied or satisfied	Satisfied	Very Satisfied
Response time	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Courteousness	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Understanding of your issue	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ability to direct you to the appropriate service(s)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ease of completing your task/transaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Quality of response	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Professional knowledge/exp erience	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall service	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

11. If you would like to provide additional details to the responses listed question 10, please complete the field below. If you have no additional comments, please type N/A. *

12. Were you able to complete the purpose of your visit? *

- ☐ N/A
- ☐ Yes
- ☐ No

13. Would you like to provide any addition comments or feedback for the department? If not, then type in N/A. *



CITY OF LAWNDALE

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

DATE: March 3, 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.