CITY OF LAWNDALE
AGENDA OF THE LAWNDALE
CITY COUNCIL REGULAR MEETING

Monday, June 15, 2026, 6:30 PM
Harold E. Hofmann Community Center
14700 Burin Ave, 2nd Floor Meeting Room
Lawndale, CA 90260

LAWNDALE CITY COUNCIL CHAMBER IS CURRENTLY UNDERGOING REPAIRS AND IS CLOSED. PLEASE NOTE THE CHANGE IN MEETING LOCATION.

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 maintaining transparency and public access, members of the public may now attend the meeting in person. The meeting will also continue to be available for viewing on YouTube "Lawndale CityTV",

Copies of this agenda are available prior to the meeting in the Lawndale City Hall foyer or on the City website. Interested parties may contact the City Clerk's Department at (310) 973-3213 for clarification regarding any individual agenda item.

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**

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

E. COMMENTS FROM COUNCIL

F. CONSENT CALENDAR

Items 2 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.

2. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
   — Recommendation: that the City Council 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 the City Council adopts Resolution No. CC-2606-031 authorizing the payment of certain claims and demands in the amount of $1,062,579.71.

4. **Minutes of the Lawndale City Council Regular Meeting, June 1, 2026**

— Recommendation: that the City Council approve the minutes.

5. **Resolution to Approve and Adopt Citywide Salary and Pay Schedule for Fiscal Year 2026-27**

— Recommendation: that the City Council approve Resolution No. CC-2606-032 adopting the City of Lawndale's City-wide Salary/Pay Schedule for Fiscal Year 2026-27.

6. **Amendment to City's Conflict of Interest Code**

— Recommendation: that the City Council adopt Resolution No. CC-2606-033 amending the City's conflict of interest code and rescinding Resolution No. CC-2408-092.

7. **Consideration of Claim for Damage**

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

8. **Approval of FY 2026-2028 Class Instructor Agreements**

— Recommendation: that the City Council approve contract service agreements with the Chapala Dance Academy ($60,000), Duncan's Soo Bahk Do ($22,000), Elysian Arts and Events ($18,000), and Just Dance Company ($35,000), for a total amount not-to-exceed $135,000.

9. **Second Amendment to Agreement with Just Dance Company, LLC**

— Recommendation: that the City Council approve the Second Amendment to the Contract Services Agreement with Just Dance Company, LLC, for Gymnastics Classes increasing the not to exceed amount from $27,500 to $31,000 for Fiscal Year 2025-26.

G. ADMINISTRATION

10. **City Council Meeting Schedule for Independence Day and Labor Day Holidays**

— Recommendation: that the City Council: 1) Cancel the regularly scheduled City Council meetings on July 6, 2026, and September 7, 2026, due to City-observed holidays; or 2) Cancel the regularly scheduled City Council meetings on July 6, 2026, and September 7, 2026, and reschedule some, or all, of the meetings to the following day (Tuesday); or 3) Provide the Interim City Manager and staff with alternative direction.

11. **Authorize Agreement with SMART Compliance, LLC for SB 1383 Compliance Management Software and Support Services**

— Recommendation: that the City Council 1.) Approve a Professional Services Agreement with SMART Compliance, LLC, in an amount not to exceed $100,000, for the implementation, licensing, support, and maintenance of the SMART1383 compliance tracking and record keeping software platform for a five-year term; and 2.) Approve a budget amendment for $100,000 from Fund 276 (AB 939 Funds) to account number 276-310-530.100 Contract Services to fund the purchase, implementation, and ongoing support services associated with the SMART1383 compliance software.

12. **First Amendment to Contract Services Agreement with Southwest Patrol for Fiscal Year 2026 Through 2028**

— Recommendation: that the City Council approve the first amendment to the contract service agreement with Southwest Patrol in a form approved by the City Attorney's Office to continue to provide security services for the City of Lawndale.

13. **Approval of Contract Services Agreement with Michael Baker International, Inc. for CDBG Program Administration and Labor Compliance Services (FY 2026-2027)**

— Recommendation: that the City Council approve the contract services agreement with Michael Baker International, Inc. for the Community Development Block Grant Program Administration and Labor Compliance Services for FY 2026-2027.

H. ITEMS FROM CITY COUNCILMEMBERS

14. **Report of Attendance at Meetings**

I. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, July 6, 2026, 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 Monday, June 15, 2026, was posted no less than 72 hours prior to the meeting.

/s/ Yvette Palomo
Yvette Palomo, Assistant City Clerk

Date Posted: June 11, 2026

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
SUBJECT:	**Los Angeles County Sheriff's Department Update**

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

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim 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 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Hrant Manuelian, Finance Director/City Treasurer
SUBJECT:	**Accounts Payable Register**

RECOMMENDATION

Staff recommends that City Council adopts Resolution No. CC-2606-031 authorizing the payment of certain claims and demands in the amount of $1,062,579.71.

Attachments

A. CC-2606-031 - AP Resolution - June 15, 2026.pdf

ATTACHMENT A

RESOLUTION NO. CC-2606-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,062,579.71

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

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

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

SECTION 3. That the claims and demands paid by check numbers 209215 through 209277 for the aggregate total of $1,062,579.71 are hereby authorized.

Effective Date: June 15th, 2026

Approved by:

Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 15th day of June 2026.

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-2606-031 at a regular meeting of said Council held on the 15th day of June 2026, by the following roll call vote:

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

_____

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

	Check Number		
Check Date	Beginning	Ending	Aggregate Total
5/28/2026	209215	209239	951,301.76
6/4/2026	209240	209277	111,277.95
	Total Checks		**1,062,579.71**

Claims and Demands Paid By Electronic ACH Transfer:

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

Total Audited Claims and Demands Paid	**1,062,579.71**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
209215	05/28/2026	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	1,182.57
209216	05/28/2026	Printed		0372C	AT & T	PHONE CHARGES	1,155.72
209217	05/28/2026	Printed		2829	BEKIM BERISHA	MONITOR DISPLAY CABLE -	63.27
209218	05/28/2026	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - APR. 2026	63,623.28
209219	05/28/2026	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	711.77
209220	05/28/2026	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING APPS(2)-	64.00
209221	05/28/2026	Printed		5876	DUTHIE POWER SERVICES	BACKUP GENERATOR - CITY HALL	819.48
209222	05/28/2026	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	498.79
209223	05/28/2026	Printed		0242	FEDEX	OVERNIGHT SHIPPING CHARGE	78.00
209224	05/28/2026	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	356.40
209225	05/28/2026	Printed		7296	GEORGE HUANTE	CARICATURE SVCS PET FAIR	500.00
209226	05/28/2026	Printed		5230	LAWNDALE HIGH SCHOOL	DONATION FROM MAYOR	500.00
209227	05/28/2026	Printed		1536	LEUZINGER HIGH SCHOOL	DONATION FROM MAYOR	500.00
209228	05/28/2026	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	661,420.15
209229	05/28/2026	Printed		8518	PACIFIC TIRE OF LAWNDALE	1 USED TIRE- VEH# 508- MSD	90.00
209230	05/28/2026	Printed		7047	PRECISION AUTO CARE, INC	R&R COOLANT FAN ASSEMBLY &	1,784.18
209231	05/28/2026	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	103.82
209232	05/28/2026	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - CASE 26-02 &	487.99
209233	05/28/2026	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES	13,200.00
209234	05/28/2026	Printed		0849	THE SAFEMART OF SO CAL INC	DOOR LOCK FOR W. GREEN PARK	657.48
209235	05/28/2026	Printed		5319A	THREE BROTHERS PARTY RENTALS	CHAIRS - PWD OPEN HOUSE	37.50
209236	05/28/2026	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	5,683.39
209237	05/28/2026	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	1,018.42
209238	05/28/2026	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	23.07
209239	05/28/2026	Printed		8270	WESTERN AUDIO VISUAL	UPGRADE BROADCAST TV	196,742.48
			Total Checks: 25			**Checks Total (excluding void checks):**	**951,301.76**
			Total Payments: 25			**Bank Total (excluding void checks):**	**951,301.76**
			Total Payments: 25			**Grand Total (excluding void checks):**	**951,301.76**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 06/03/2026
Time: 5:17 pm
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
209240	06/04/2026	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICE	8,917.68
209241	06/04/2026	Printed		2769	AMAZING BALLOONS BY GEE LLC	BALLOONS - MEMORIAL DAY EVENT	497.25
209242	06/04/2026	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL-	212.00
209243	06/04/2026	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	964.65
209244	06/04/2026	Printed		8045	ART PRINTING SERVICE	SPONSORSHIP FLYERS FOR	399.46
209245	06/04/2026	Printed		8769	MOHAMMAD BASHIR	CONS & DEMO DEPOSIT REFUND	750.00
209246	06/04/2026	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,999.92
209247	06/04/2026	Printed		0142	BOULEVARD FLORIST	WALL WREATH & ALTAR ARRG. -	535.65
209248	06/04/2026	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	1,762.50
209249	06/04/2026	Printed		7889	CHARTER COMMUNICATIONS	SPECTRUM BUSINESS TV	286.68
209250	06/04/2026	Printed		7279	CORNER BURGER	CONTINENTAL BREAKFAST -	577.50
209251	06/04/2026	Printed		8770	JOSE CORTEZ	SECURITY SERVICE DEPOSIT	1,730.00
209252	06/04/2026	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL MAINT. -	39,804.23
209253	06/04/2026	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	893.95
209254	06/04/2026	Printed		8766	MANSOUR HASHEM	PLANNING DEPOSIT REFUND	1,577.75
209255	06/04/2026	Printed		0380	PAT KEARNEY	MILEAGE REIMB.- VECTOR CONTROL	29.00
209256	06/04/2026	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE	634.95
209257	06/04/2026	Printed		8304	MOBILE ZOO OF SOUTHERN CA	BARNYARD PETTING ZOO -	1,708.10
209258	06/04/2026	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL EXAM(1)	28.00
209259	06/04/2026	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES - CCK	367.82
209260	06/04/2026	Printed		7022	PARAMOUNT PET ENTERTAINMENT	REPTILE DISPLAY -	1,700.00
209261	06/04/2026	Printed		0384	PEP BOYS	OIL CHANGE - CDD - VEH#530	76.00
209262	06/04/2026	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,760.84
209263	06/04/2026	Printed		8767	HOSSEIN SHAHBAZIAN	PERMIT FEE REFUND	1,292.86
209264	06/04/2026	Printed		8768	AMIR A. SHARGHI	PLANNING DEPOSIT REFUND	1,748.94
209265	06/04/2026	Printed		8397	SOUND CONTROL	DJ SERVICE - PET FAIR 6/13/26	600.00
209266	06/04/2026	Printed		2193-A	SOUTH BAY FORD FLEET & TRUCKS	SEMI-ANNUAL MAINTENANCE -	692.60
209267	06/04/2026	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	NVITING BIDS 24/25 STREET	1,915.91
209268	06/04/2026	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	14,100.00
209269	06/04/2026	Printed		8253	TETRA GRAPHICS INC	PARKING CITATION NOTICES(1000)	308.40
209270	06/04/2026	Printed		5319A	THREE BROTHERS PARTY RENTALS	CHAIRS & TABLES - MEMORIAL	183.00
209271	06/04/2026	Printed		8771	TRENDY CLICKS	SELFIE PHOTO BOOTH - PET FAIR	200.00
209272	06/04/2026	Printed		7658	NAM H TRINH	CONS & DEMO DEPOSIT REFUND	3,527.02
209273	06/04/2026	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - ROUTE 66 -	4,960.00
209274	06/04/2026	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	881.74
209275	06/04/2026	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	285.53
209276	06/04/2026	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.31
209277	06/04/2026	Printed		8270	WESTERN AUDIO VISUAL	REFLECT LIVE STREAM HOSTING	1,264.71
			Total Checks: 38			**Checks Total (excluding void checks):**	**111,277.95**
			Total Payments: 38			**Bank Total (excluding void checks):**	**111,277.95**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount

Total Payments: 38

Grand Total (excluding void checks): 111,277.95

Council Meeting 6/15/2026
Details of US Bank Credit Card Charges & Petty Cash Expenses

Vendor# 3672-MSD

Date	Vendor	Description	Amount
3/24/2026	Segura Sounds	Road Traffic Lights fixed and repaired - Veh# 510	220.00
4/3/2026	Amazon	Heavy Duty metal dog house for MSD	132.59
4/3/2026	Bellagio	Car wash for MSD Veh 529 emp 1168	11.00
4/6/2026	Bellagio	Car wash for MSD Veh 520 emp 1561	11.00
4/7/2026	Chemical Guys	Vehicle detailed and Car wash	110.17
4/12/2026	Amazon	12 grabbers for beautification committee clean up day	148.51
4/15/2026	Segura Sounds	Traffic lights, fix power suply for MSD vehicle #529	100.00
4/18/2026	Smart & Final	Ice for beautification clean up day	17.64
4/18/2026	Smart & Final	Water and Gatorade for beautification clean up day	68.06
4/18/2026	House of Donuts	Donuts and pastries for beautification clean up day	64.50
4/18/2026	Starbucks	Coffee for beautification clean up day	22.00
4/19/2026	Amazon	Stoarge boxes for MSD Staff	86.16
4/20/2026	Amazon	Duffle bag for grabbers for beautification clean up day	30.91
4/18/2026	Amazon	Refund (unidentified item)	(2.06)
4/18/2026	Amazon	Refund (unidentified item)	(2.06)
Check Date 05/28/2026; Check# 209237			**$ 1,018.42**

Vendor# 3672- CCK

Date	Vendor	Description	Amount
4/28/2026	Amazon	Supplies for Mayor's agenda binder	7.72
5/17/2026	Renaissance Hotel, Indian Wells	Hotel stay for City Clerk E. Harbison: 2026 Annual Muni. Seminar CA Contract Cities Association.	874.02
Check Date 06/04/2026 Check# 209274			**$ 881.74**

Vendor# 3672- CDD

Date	Vendor	Description	Amount
5/14/2026	Amazon	Camera & memory card for field inspection, & file hanger tabs	191.95
5/18/2026	Amazon	File hangers and file hanger labels	74.58
5/21/2026	Bellagio	Car wash for vehicle #530 (CDD)	19.00
Check Date 06/04/2026 Check# 209275			**$ 285.53**

Petty Cash

*No petty cash replenishment during this period.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Vanesa Alvarez, Administrative Assistant
SUBJECT:	**Minutes of the Lawndale City Council Regular Meeting, June 1, 2026**

BACKGROUND

Staff recommends that the City Council approve the minutes.

Attachments

A. Draft City Council Minutes - June 1, 2026

ATTACHMENT A

DRAFT

MINUTES
LAWNDALE CITY COUNCIL
SUCCESSOR AGENCY, HOUSING AUTHORITY,
CABLE USAGE CORPORATION
REGULAR MEETING
JUNE 1, 2026

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:30 p.m. at the Harold E. Hofmann Community Center, 14700 Burin Avenue, Lawndale, California.

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

Councilmembers Absent: Councilmember Pat Kearney; he attended the Closed Session item only by participating in a teleconference location in San Clemente, CA.

Other Participants: Interim City Manager Raylette Felton, City Attorney Greg M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Palomo, Los Angeles County Sheriff's Department Acting Tania Captain Giggles, Los Angeles County Fire Department Assistant Chief Brian Kane, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Municipal Services Director Michael Reyes, Public Works Director Luis (Lucho) Rodriguez, Community Development Acting/Interim Director Jose Hernandez

B. CEREMONIALS (Flag Salute and Inspiration)

Councilmember Talavera led the flag salute. Pastor Dwight Dudley provided the inspiration.

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff's Department Update

Acting Captain Giggles summarized the recent law enforcement activities and invited the Community to attend the Neighborhood Watch meeting on June 17, 2026, at 6:00 p.m. at the Harold E. Hofmann Community Center.

2. Los Angeles County Fire Department Update

Assistant Fire Chief Kane summarized the recent fire department activities.

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

Matthew Harbison, Resident, thanked the City for the work on the railroad, and commented on Neighborhood Watch meetings.

City Attorney Murphy reported that no members of the public were present at the teleconference location to provide public comment.

Kaitlin Coulter, Library Manager, announced the library's upcoming events.

Jim Rock, Resident, submitted an electronic public comment regarding code enforcement, permits and litigation in Lawndale.

E. COMMENTS FROM COUNCIL

Councilmember Talavera thanked everyone for attending tonight's meeting and thanked Library Manager Coulter for providing the library update and for her hard work.

Councilmember Suarez thanked everyone for attending tonight's meeting.

Mayor Pro Tem Cuevas thanked everyone for attending tonight's meeting and acknowledged the electronic public comment received.

Mayor Pullen-Miles thanked everyone for attending tonight's meeting and providing comments, and commented that the railroad company would be responsible if someone were injured on its property.

DRAFT

F. CONSENT CALENDAR

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Talavera to approve Consent Calendar Items G.3 through G.11. The motion passed with a vote of 4-1, with Councilmember Kearney absent.

CITY COUNCIL

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

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

4. Accounts Payable Register

— Recommendation: Staff recommends that City Council adopts Resolution No. 2606-024 authorizing the payment of certain claims and demands in the amount of $356,060.47.

5. Minutes of the Lawndale City Council Special Meeting - May 12, 2026

— Recommendation: that the City Council approve the minutes.

6. Minutes of the Lawndale City Council Regular Meeting - May 18, 2026

— Recommendation: that the City Council approve the minutes.

7. Minutes of the Lawndale City Council Special Meeting - May 26, 2026

— Recommendation: that the City Council approve the minutes.

8. Approval of a First Amendment with Q-Press for the Publication of the Lawndalian

— Recommendation: that the City Council approve a one-year amendment with Q-Press for the publication of the Lawndalian Newsletter and Recreation Guide for Fiscal Year 2026-2027, including 2 issues, with all pricing to remain the same.

SUCCESSOR AGENCY

9. Minutes of the Successor Agency Regular Meeting - May 18, 2026

— Recommendation: that the Successor Agency approve the minutes.

CABLE USAGE CORPORATION

10. Minutes of the Cable Usage Corporation Regular Meeting - May 18, 2026

— Recommendation: that the Cable Usage Corporation approve the minutes.

HOUSING AUTHORITY

11. Minutes of the Housing Authority Regular Meeting - May 18, 2026

— Recommendation: that the Housing Authority approve the minutes.

G. ADMINISTRATION

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ CABLE USAGE AUTHORIZATION

12. Annual Budget Fiscal Year 2026-27

— Recommendation: that the City Council adopt Resolution No. CC-2606-029, adopting the fiscal year 2026-2027 operating and capital improvement budget, which includes the City of Lawndale, Lawndale Housing Authority, Successor Agency to the Lawndale Redevelopment Agency and Lawndale Cable Usage Corporation.

DRAFT

Finance Director Manuelian presented the staff report and a PowerPoint presentation.

In response to Mayor Pro Tem Cuevas' questions, Finance Director Manuelian stated that the City's transient occupancy tax rate is 9%, and the reduction in Community Development personnel costs was due to a portion of the City Manager's salary no longer being charged to that department.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Suarez to adopt Resolution No. CC-2606-029, adopting the fiscal year 2026-2027 operating and capital improvement budget, which includes the City of Lawndale, Lawndale Housing Authority, Successor Agency to the Lawndale Redevelopment Agency and Lawndale Cable Usage Corporation. The motion passed with a vote of 4-1, with Councilmember Kearney absent.

CITY COUNCIL

13. Adoption of Resolutions Setting forth the November 3, 2026, General Municipal Election

— Recommendation: that the City Council adopt 1.) Resolution No. CC-2606-025 calling for the November 3, 2026, General Municipal Election, and designating the Assistant City Clerk as the Election Official; 2.) Resolution No. CC-2606-026 requesting the Board of Supervisors of the County of Los Angeles to consolidate with the Statewide General Election; and 3.) Resolution No. CC-2606-027 adopting candidate statement regulations.

Assistant City Clerk Palomo presented the staff report.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Suarez to adopt Resolution No. CC-2606-025 calling for the November 3, 2026, General Municipal Election, and designating the Assistant City Clerk as the Election Official, Resolution No. CC-2606-026 requesting the Board of Supervisors of the County of Los Angeles to consolidate with the Statewide General Election, and Resolution No. CC-2606-027 adopting candidate statement regulations. The motion passed with a vote of 4-1, with Councilmember Kearney absent.

14. Adoption of Fiscal Year 2025-26 Appropriations Limit

— Recommendation: that the City Council adopt Resolution CC-2606-30 approving the Appropriations Limit for Fiscal Year 2026-27.

Finance Director Manuelian presented the staff report.

A motion was made by Councilmember Suarez and seconded by Councilmember Talavera to adopt Resolution CC-2606-30 approving the Appropriations Limit for Fiscal Year 2026-27. The motion passed with a vote of 4-1, with Councilmember Kearney absent.

15. Annual Investment Policy Resolution Number CC-2606-028

— Recommendation: that the City Council adopt Resolution CC-2606-028, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits.

Finance Director Manuelian presented the staff report.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Suarez to adopt Resolution CC-2606-028, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits. The motion passed with a vote of 4-1, with Councilmember Kearney absent.

16. Award of Contracts for Construction and Construction Inspection Services for the FY 2024-25 Street Rehabilitation & FY 2025-26 Sidewalk Replacement Project

— Recommendation: that the City Council 1.) Award the construction contract to Onyx Paving Company, Inc., in the amount of $1,456,000 for the Project; and 2.) Award Construction Inspection Services to LAE Associates, Inc. in the amount of $109,900.00

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for the Project; and 3.) Approve the construction Contingency of $291,200 for the Project; and 4.) Authorize the City Manager to file a Notice of Project Completion with the Los Angeles County following the completion of the project.

Public Works Director Rodriguez presented the staff report.

In response to Mayor Pro Tem Cuevas's questions, Public Works Director Rodriguez responded that the City has had a positive past experience with Onyx Paving Company, Inc, and stated that the City's $284,000 Maintenance of Effort (MOE) contribution is a state-established minimum amount that is not tied to project or contract costs, and that he would provide the MOE formula to the City Council.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Talavera to award the construction contract to Onyx Paving Company, Inc., in the amount of $1,456,000 for the Project, award Construction Inspection Services to LAE Associates, Inc. in the amount of $109,900.00 for the Project, approve the construction Contingency of $291,200 for the Project, and authorize the City Manager to file a Notice of Project Completion with the Los Angeles County following the completion of the project. The motion passed with a vote of 4-1, with Councilmember Kearney absent.

17. First Amendment to Contract Services Agreement with Southwest Patrol for Fiscal Year 2026 Through 2028

— Recommendation: that the City Council approve the first amendment to the contract service agreement with Southwest Patrol in a form approved by the City Attorney's Office to continue to provide security services for the City of Lawndale.

By City Council consensus, the item was continued to a future meeting.

H. CITY MANAGER REPORT

Interim City Manager Felton deferred her time to Community Services Director Minter.

Community Services Director Minter invited the community to attend the Family & Pet Health Fair on June 13, 2026, from 10:00 a.m.

I. ITEMS FROM CITY COUNCILMEMBERS

18. Report of Attendance at Meetings

Councilmember Talavera thanked those watching the meeting on different platforms, attended the Lawndale Memorial Day Remembrance Ceremony, and thanked Community Services Director Minter and staff for organizing the event.

Councilmember Suarez attended the Lawndale Memorial Day Remembrance Ceremony, South Bay Regional Housing Trust meeting, and South Bay Cities Council of Governments Board of Directors meeting.

Mayor Pro Tem Cuevas attended the 57th Annual Los Angeles County Peace Officers' Memorial Ceremony, Lawndale Memorial Day Remembrance Ceremony, requested the City's remembrance area be restored and she reminded the community to vote at the 2026 California Primary.

Mayor Pullen-Miles attended the South Bay Film & Animation Awards Gala, the Lawndale Memorial Day Remembrance Ceremony, and the City Council Special Meeting recognizing community members for their role in influencing the outcome of the K Line Extension Project.

J. CLOSED SESSION

19. Public Employee Appointment

— The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of a City Manager.

City Attorney Murphy read the Closed Session item by title only, announced that Councilmember Kearney would participate in the Closed Session by teleconference, and reported that no members of the public were present at the teleconference location to provide public comment.

The City Council convened into closed session at 7:22 p.m.

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The City Council reconvened from closed session at 9:01 p.m.

City Attorney Murphy reported that there was no reportable action for Closed Session Item J. 19. Public Employee Appointment.

K. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 9:02 p.m.

_____
Robert Pullen-Miles, Mayor

_____
Erica Harbison, City Clerk

Approved: June 15, 2026

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CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
SUBJECT:	**Resolution to Approve and Adopt Citywide Salary and Pay Schedule for Fiscal Year 2026-27**

BACKGROUND

The City of Lawndale ("City") contracts with the California Public Employees Retirement System ("CalPERS") to provide retirement benefits for its employees. Both the City's contract with CalPERS and California Code of Regulations ("CCR") Title 2, section 570.5 require that the City annually adopt and approve a salary and pay schedule for its positions.

STAFF REVIEW

The City Council approves all salary and benefit schedules and/or adjustments for all City positions, to include position titles and pay rates/ranges for each bargaining unit, unrepresented employee groups and the City Manager. In June 2025 and September 2025, the City Council approved Resolution No. CC-2506-031 and Resolution No. CC-2509-043, approving a 6% salary increase effective July 1, 2025, a 5% salary increase effective July 1, 2026, and a 4% salary increase effective July 1, 2027, for both the American Federation of State, County and Municipal Employees, Local 1895, Council 36 ("AFSCME") and Central Management Employees' ("CMT"), respectively. In addition to approving the salary adjustments, the City Council must also adopt and make publicly available a City-wide Salary/Pay Schedule to reflect the approved salary adjustments, including the 5% salary adjustment effective July 1, 2026.

Attached for City Council's consideration and approval is Resolution No. CC-2606-032 adopting the City-wide Salary/Pay Schedule for Fiscal Year 2026-27 for AFSCME and CMT positions effective July 1, 2026, in compliance with applicable law.

LEGAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the City-wide Salary/ Pay Schedule. The salary and benefits were approved during the budget process for FY 2026-27. Any future contractual increases or adjustments will be subject to approval by the City Council.

RECOMMENDATION

Staff recommends that the City Council approve Resolution No. CC-2606-032 adopting the City of Lawndale's City-wide Salary/ Pay Schedule for Fiscal Year 2026-27.

Attachments

Attachement A - Resolution CC-2606-032- City-wide Salary Schedule 2026-2027.pdf

ATTACHMENT A

RESOLUTION NO. CC-2606-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA APPROVING AND ADOPTING THE PUBLICLY AVAILABLE CITY-WIDE SALARY AND PAY SCHEDULE FOR FISCAL YEAR 2026-2027

WHEREAS, the City of Lawndale ("City") contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees, and;

WHEREAS, California Code of Regulations, Title 2, section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws, and;

WHEREAS, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based, and;

WHEREAS, the City Council now desires to adopt an updated pay schedule in accordance with the requirements of California Code of Regulations, Title 2, section 570.5 to reflect changes made to certain salaries which will become effective on July 1, 2026.

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

SECTION 1. That the City-wide Salary and Pay Schedule contained in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, section 570.5.

SECTION 2. That this City-wide Salary and Pay Schedule will be made available for public viewing via the City website for no less than five (5) years.

PASSED, APPROVED AND ADOPTED this 15th day of June, 2026.

_____

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-2606-032 at a regular meeting of said Council held on the 15th day of June, 2026 by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT “A”

CITY OF LAWNDALE CITY-WIDE SALARY/ PAY SCHEDULE
FISCAL YEAR 2026-2027

CITYWIDE SALARY AND PAY SCHEDULE
FISCAL YEAR 2026-27

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2002	Deputy City Clerk	87	$6,526	$78,311	$6,852	$82,226	$7,195	$86,338	$7,555	$90,654	$7,932	$95,187	AFSCME MID-MANAGEMENT UNIT (MM)
5006	Assistant Planner	92	$6,859	$82,305	$7,202	$86,421	$7,562	$90,742	$7,940	$95,279	$8,337	$100,043	AFSCME MID-MANAGEMENT UNIT (MM)
5003	Grant/Economic Dev Coordinator	95	$7,067	$84,799	$7,420	$89,039	$7,791	$93,491	$8,180	$98,166	$8,590	$103,074	AFSCME MID-MANAGEMENT UNIT (MM)
3003	Community Services Supervisor	99	$7,354	$88,243	$7,721	$92,655	$8,107	$97,287	$8,513	$102,152	$8,938	$107,259	AFSCME MID-MANAGEMENT UNIT (MM)
1002	Administrative Analyst	100	$7,427	$89,125	$7,798	$93,581	$8,188	$98,260	$8,598	$103,173	$9,028	$108,332	AFSCME MID-MANAGEMENT UNIT (MM)
7003	Assistant Engineer	100	$7,427	$89,125	$7,798	$93,581	$8,188	$98,260	$8,598	$103,173	$9,028	$108,332	AFSCME MID-MANAGEMENT UNIT (MM)
6003	Municipal Services Supervisor	106	$7,884	$94,608	$8,278	$99,338	$8,692	$104,305	$9,127	$109,521	$9,583	$114,997	AFSCME MID-MANAGEMENT UNIT (MM)
8001	Maintenance Supervisor	109	$8,123	$97,475	$8,529	$102,348	$8,955	$107,466	$9,403	$112,839	$9,873	$118,481	AFSCME MID-MANAGEMENT UNIT (MM)
1010	Senior Management Analyst	110	$8,204	$98,449	$8,614	$103,372	$9,045	$108,540	$9,497	$113,967	$9,972	$119,666	AFSCME MID-MANAGEMENT UNIT (MM)
5005	Associate Planner	111	$8,286	$99,434	$8,700	$104,406	$9,135	$109,626	$9,592	$115,107	$10,072	$120,863	AFSCME MID-MANAGEMENT UNIT (MM)
7002	Associate Engineer	120	$9,062	$108,749	$9,516	$114,187	$9,991	$119,896	$10,491	$125,891	$11,015	$132,186	AFSCME MID-MANAGEMENT UNIT (MM)
5004	Senior Planner	122	$9,245	$110,935	$9,707	$116,482	$10,192	$122,306	$10,702	$128,421	$11,237	$134,842	AFSCME MID-MANAGEMENT UNIT (MM)
9001	Cable Television Supervisor	126	$9,620	$115,440	$10,101	$121,212	$10,606	$127,272	$11,136	$133,636	$11,693	$140,318	AFSCME MID-MANAGEMENT UNIT (MM)
5002	Community Development Manager	133	$10,314	$123,767	$10,830	$129,955	$11,371	$136,453	$11,940	$143,276	$12,537	$150,439	AFSCME MID-MANAGEMENT UNIT (MM)
4002	Accounting Manager	134	$10,417	$125,005	$10,938	$131,255	$11,485	$137,818	$12,059	$144,708	$12,662	$151,944	AFSCME MID-MANAGEMENT UNIT (MM)
6002	Municipal Services Manager	138	$10,840	$130,080	$11,382	$136,584	$11,951	$143,414	$12,549	$150,584	$13,176	$158,113	AFSCME MID-MANAGEMENT UNIT (MM)
3002	Community Services Manager	138	$10,840	$130,080	$11,382	$136,584	$11,951	$143,414	$12,549	$150,584	$13,176	$158,113	AFSCME MID-MANAGEMENT UNIT (MM)
Job ID	**Current Job Title**	**Range**	**Step A**	**Step A**	**Step B**	**Step B**	**Step C**	**Step C**	**Step D**	**Step D**	**Step E**	**Step E**	**Max**
3006	Senior Nutrition Specialist	19	$3,317	$39,808	$3,483	$41,798	$3,657	$43,888	$3,840	$46,082	$4,032	$48,387	AFSCME CLASSIFIED UNIT (CL)
1003	Office Assistant	51	$4,561	$54,733	$4,789	$57,470	$5,029	$60,344	$5,280	$63,361	$5,544	$66,529	AFSCME CLASSIFIED UNIT (CL)
8004	Maintenance Worker I	53	$4,653	$55,833	$4,885	$58,625	$5,130	$61,556	$5,386	$64,634	$5,655	$67,866	AFSCME CLASSIFIED UNIT (CL)
6005	Municipal Services Officer I	53	$4,653	$55,833	$4,885	$58,625	$5,130	$61,556	$5,386	$64,634	$5,655	$67,866	AFSCME CLASSIFIED UNIT (CL)
3011	Transit Operator	55	$4,746	$56,956	$4,984	$59,804	$5,233	$62,794	$5,494	$65,933	$5,769	$69,230	AFSCME CLASSIFIED UNIT (CL)
8003	Maintenance Worker II	65	$5,243	$62,915	$5,505	$66,060	$5,780	$69,363	$6,069	$72,831	$6,373	$76,473	AFSCME CLASSIFIED UNIT (CL)
4005	Accounting Specialist	66	$5,295	$63,544	$5,560	$66,721	$5,838	$70,057	$6,130	$73,560	$6,436	$77,238	AFSCME CLASSIFIED UNIT (CL)
5008	Building Permit Specialist	72	$5,621	$67,453	$5,902	$70,826	$6,197	$74,367	$6,507	$78,085	$6,832	$81,989	AFSCME CLASSIFIED UNIT (CL)
6004	Municipal Services Officer II	73	$5,677	$68,127	$5,961	$71,534	$6,259	$75,111	$6,572	$78,866	$6,901	$82,809	AFSCME CLASSIFIED UNIT (CL)
1004	Office /Personnel Assistant	74	$5,734	$68,809	$6,021	$72,249	$6,322	$75,862	$6,638	$79,655	$6,970	$83,637	AFSCME CLASSIFIED UNIT (CL)
1005	Administrative Assistant II	74	$5,734	$68,809	$6,021	$72,249	$6,322	$75,862	$6,638	$79,655	$6,970	$83,637	AFSCME CLASSIFIED UNIT (CL)
3004	Recreation Coordinator	74	$5,734	$68,809	$6,021	$72,249	$6,322	$75,862	$6,638	$79,655	$6,970	$83,637	AFSCME CLASSIFIED UNIT (CL)
4004	Community Services Coordinator	74	$5,734	$68,809	$6,021	$72,249	$6,322	$75,862	$6,638	$79,655	$6,970	$83,637	AFSCME CLASSIFIED UNIT (CL)
4003	Accounting / Payroll Specialist	77	$5,908	$70,894	$6,203	$74,438	$6,513	$78,160	$6,839	$82,068	$7,181	$86,172	AFSCME CLASSIFIED UNIT (CL)
6011	Public Safety Officer	77	$5,908	$70,894	$6,203	$74,438	$6,513	$78,160	$6,839	$82,068	$7,181	$86,172	AFSCME CLASSIFIED UNIT (CL)
8002	Maintenance Worker III	81	$6,148	$73,772	$6,455	$77,461	$6,778	$81,334	$7,117	$85,401	$7,473	$89,671	AFSCME CLASSIFIED UNIT (CL)
6008	Code Enforcement Officer I	86	$6,461	$77,535	$6,784	$81,412	$7,124	$85,483	$7,480	$89,757	$7,854	$94,245	AFSCME CLASSIFIED UNIT (CL)
7004	Engineering Technician	86	$6,461	$77,535	$6,784	$81,412	$7,124	$85,483	$7,480	$89,757	$7,854	$94,245	AFSCME CLASSIFIED UNIT (CL)
1102	Public Works Inspector	87	$6,526	$78,311	$6,852	$82,226	$7,195	$86,338	$7,555	$90,654	$7,932	$95,187	AFSCME CLASSIFIED UNIT (CL)
6009	Code Enforcement Officer II	92	$6,859	$82,305	$7,202	$86,421	$7,562	$90,742	$7,940	$95,279	$8,337	$100,043	AFSCME CLASSIFIED UNIT (CL)
1006	Executive Assistant	100	$7,427	$89,125	$7,798	$93,581	$8,188	$98,260	$8,598	$103,173	$9,028	$108,332	AFSCME CLASSIFIED UNIT (CL)
Job ID	**Current Job Title**	**Range**	**Hourly**		**Hourly**		**Hourly**		**Hourly**		**Hourly**		**Bargaining Group**
3008	Delivery Worker	16	$18.58		$19.50		$20.48		$21.50		$22.58		PART-TIME EMPLOYEES HOURLY (PT)
3005	Recreation Leader	16	$18.58		$19.50		$20.48		$21.50		$22.58		PART-TIME EMPLOYEES HOURLY (PT)
3010	Senior Recreation Leader	19	$19.14		$20.10		$21.10		$22.16		$23.26		PART-TIME EMPLOYEES HOURLY (PT)
9003	CATV Production Assistant	48	$25.54		$26.82		$28.16		$29.57		$31.04		PART-TIME EMPLOYEES HOURLY (PT)
1007	Office Assistant	51	$26.31		$27.63		$29.01		$30.46		$31.98		PART-TIME EMPLOYEES HOURLY (PT)
8005	Maintenance Worker I	53	$26.84		$28.19		$29.59		$31.07		$32.63		PART-TIME EMPLOYEES HOURLY (PT)
6006	Municipal Services Officer I	53	$26.84		$28.19		$29.59		$31.07		$32.63		PART-TIME EMPLOYEES HOURLY (PT)
3012	Transit Operator	55	$27.38		$28.75		$30.19		$31.70		$33.28		PART-TIME EMPLOYEES HOURLY (PT)
9002	CATV Production Assistant II	58	$28.21		$29.62		$31.10		$32.66		$34.29		PART-TIME EMPLOYEES HOURLY (PT)
1103	Emergency Preparedness Coordinator	64	$29.95		$31.45		$33.02		$34.67		$36.40		PART-TIME EMPLOYEES HOURLY (PT)
6007	Municipal Services Officer II	73	$32.75		$34.39		$36.11		$37.92		$39.81		PART-TIME EMPLOYEES HOURLY (PT)
6010	Code Enforcement Officer I	86	$37.28		$39.14		$41.10		$43.15		$45.31		PART-TIME EMPLOYEES HOURLY (PT)
5007	Associate Planner	111	$47.80		$50.19		$52.70		$55.34		$58.11		PART-TIME EMPLOYEES HOURLY (PT)

CITYWIDE SALARY AND PAY SCHEDULE
FISCAL YEAR 2026-27

Job ID	Current Job Title	Range	Step A		Step B		Step C		Step D		Step E		Bargaining Group
			Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	
2001	Assistant City Clerk	138	$10,840	$130,080	$11,382	$136,584	$11,951	$143,414	$12,549	$150,584	$13,176	$158,113	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1008	Deputy CM/Human Resources Director	175	$15,665	$187,976	$16,448	$197,375	$17,270	$207,244	$18,134	$217,606	$19,040	$228,486	CENTRAL MANAGEMENT EMPLOYEES (CMT)
6001	Director of Municipal Services	157	$13,096	$157,151	$13,751	$165,009	$14,438	$173,259	$15,160	$181,922	$15,918	$191,018	CENTRAL MANAGEMENT EMPLOYEES (CMT)
3001	Director of Community Services	157	$13,096	$157,151	$13,751	$165,009	$14,438	$173,259	$15,160	$181,922	$15,918	$191,018	CENTRAL MANAGEMENT EMPLOYEES (CMT)
5001	Director of Communty Development	167	$14,466	$173,593	$15,189	$182,272	$15,949	$191,386	$16,746	$200,955	$17,584	$211,003	CENTRAL MANAGEMENT EMPLOYEES (CMT)
4001	Director of Finance/ City Treasurer	167	$14,466	$173,593	$15,189	$182,272	$15,949	$191,386	$16,746	$200,955	$17,584	$211,003	CENTRAL MANAGEMENT EMPLOYEES (CMT)
1100	Director of Public Works/ City Engineer	167	$14,466	$173,593	$15,189	$182,272	$15,949	$191,386	$16,746	$200,955	$17,584	$211,003	CENTRAL MANAGEMENT EMPLOYEES (CMT)
Job ID	**Current Job Title**	**Range**	**Step A**		**Step B**		**Step C**		**Step D**		**Step E**		**Bargaining Group**
				Yearly		Yearly		Yearly		Yearly		Yearly	
1001	City Manager											$254,869	Contract

Lawndale
2026-27 Salary Schedule

Lawndale
2026-27 Salary Schedule

Salary Range					
Salary Range	Step A	Step B	Step C	Step D	Step E
1	$33,280	$34,944	$36,691	$38,526	$40,452
2	$33,613	$35,293	$37,058	$38,911	$40,857
3	$33,949	$35,646	$37,429	$39,300	$41,265
4	$34,288	$36,003	$37,803	$39,693	$41,678
5	$34,631	$36,363	$38,181	$40,090	$42,095
6	$34,978	$36,726	$38,563	$40,491	$42,516
7	$35,327	$37,094	$38,948	$40,896	$42,941
8	$35,681	$37,465	$39,338	$41,305	$43,370
9	$36,037	$37,839	$39,731	$41,718	$43,804
10	$36,398	$38,218	$40,129	$42,135	$44,242
11	$36,762	$38,600	$40,530	$42,556	$44,684
12	$37,129	$38,986	$40,935	$42,982	$45,131
13	$37,501	$39,376	$41,345	$43,412	$45,582
14	$37,876	$39,770	$41,758	$43,846	$46,038
15	$38,255	$40,167	$42,176	$44,284	$46,499
16	$38,637	$40,569	$42,597	$44,727	$46,964
17	$39,023	$40,975	$43,023	$45,174	$47,433
18	$39,414	$41,384	$43,454	$45,626	$47,908
19	$39,808	$41,798	$43,888	$46,082	$48,387
20	$40,206	$42,216	$44,327	$46,543	$48,870
21	$40,608	$42,638	$44,770	$47,009	$49,359
22	$41,014	$43,065	$45,218	$47,479	$49,853
23	$41,424	$43,495	$45,670	$47,954	$50,351
24	$41,838	$43,930	$46,127	$48,433	$50,855
25	$42,257	$44,370	$46,588	$48,917	$51,363
26	$42,679	$44,813	$47,054	$49,407	$51,877
27	$43,106	$45,261	$47,525	$49,901	$52,396
28	$43,537	$45,714	$48,000	$50,400	$52,920
29	$43,973	$46,171	$48,480	$50,904	$53,449
30	$44,412	$46,633	$48,965	$51,413	$53,983
31	$44,856	$47,099	$49,454	$51,927	$54,523
32	$45,305	$47,570	$49,949	$52,446	$55,068
33	$45,758	$48,046	$50,448	$52,971	$55,619
34	$46,216	$48,526	$50,953	$53,500	$56,175
35	$46,678	$49,012	$51,462	$54,035	$56,737
36	$47,145	$49,502	$51,977	$54,576	$57,304
37	$47,616	$49,997	$52,497	$55,121	$57,878
38	$48,092	$50,497	$53,022	$55,673	$58,456
39	$48,573	$51,002	$53,552	$56,229	$59,041
40	$49,059	$51,512	$54,087	$56,792	$59,631
41	$49,549	$52,027	$54,628	$57,360	$60,228
42	$50,045	$52,547	$55,174	$57,933	$60,830
43	$50,545	$53,073	$55,726	$58,513	$61,438
44	$51,051	$53,603	$56,283	$59,098	$62,053
45	$51,561	$54,139	$56,846	$59,689	$62,673
46	$52,077	$54,681	$57,415	$60,286	$63,300
47	$52,598	$55,228	$57,989	$60,888	$63,933
48	$53,124	$55,780	$58,569	$61,497	$64,572
49	$53,655	$56,338	$59,155	$62,112	$65,218
50	$54,191	$56,901	$59,746	$62,733	$65,870
51	$54,733	$57,470	$60,344	$63,361	$66,529
52	$55,281	$58,045	$60,947	$63,994	$67,194
53	$55,833	$58,625	$61,556	$64,634	$67,866
54	$56,392	$59,211	$62,172	$65,281	$68,545
55	$56,956	$59,804	$62,794	$65,933	$69,230
56	$57,525	$60,402	$63,422	$66,593	$69,922
57	$58,101	$61,006	$64,056	$67,259	$70,622
58	$58,682	$61,616	$64,696	$67,931	$71,328
59	$59,268	$62,232	$65,343	$68,611	$72,041

Lawndale
2026-27 Salary Schedule

60	$59,861	$62,854	$65,997	$69,297	$72,761
61	$60,460	$63,483	$66,657	$69,990	$73,489
62	$61,064	$64,117	$67,323	$70,690	$74,224
63	$61,675	$64,759	$67,997	$71,396	$74,966
64	$62,292	$65,406	$68,677	$72,110	$75,716
65	$62,915	$66,060	$69,363	$72,831	$76,473
66	$63,544	$66,721	$70,057	$73,560	$77,238
67	$64,179	$67,388	$70,758	$74,295	$78,010
68	$64,821	$68,062	$71,465	$75,038	$78,790
69	$65,469	$68,743	$72,180	$75,789	$79,578
70	$66,124	$69,430	$72,902	$76,547	$80,374
71	$66,785	$70,124	$73,631	$77,312	$81,178
72	$67,453	$70,826	$74,367	$78,085	$81,989
73	$68,127	$71,534	$75,111	$78,866	$82,809
74	$68,809	$72,249	$75,862	$79,655	$83,637
75	$69,497	$72,972	$76,620	$80,451	$84,474
76	$70,192	$73,701	$77,386	$81,256	$85,319
77	$70,894	$74,438	$78,160	$82,068	$86,172
78	$71,603	$75,183	$78,942	$82,889	$87,033
79	$72,319	$75,935	$79,731	$83,718	$87,904
80	$73,042	$76,694	$80,529	$84,555	$88,783
81	$73,772	$77,461	$81,334	$85,401	$89,671
82	$74,510	$78,236	$82,147	$86,255	$90,567
83	$75,255	$79,018	$82,969	$87,117	$91,473
84	$76,008	$79,808	$83,798	$87,988	$92,388
85	$76,768	$80,606	$84,636	$88,868	$93,312
86	$77,535	$81,412	$85,483	$89,757	$94,245
87	$78,311	$82,226	$86,338	$90,654	$95,187
88	$79,094	$83,049	$87,201	$91,561	$96,139
89	$79,885	$83,879	$88,073	$92,477	$97,100
90	$80,684	$84,718	$88,954	$93,401	$98,071
91	$81,490	$85,565	$89,843	$94,335	$99,052
92	$82,305	$86,421	$90,742	$95,279	$100,043
93	$83,128	$87,285	$91,649	$96,232	$101,043
94	$83,960	$88,158	$92,566	$97,194	$102,054
95	$84,799	$89,039	$93,491	$98,166	$103,074
96	$85,647	$89,930	$94,426	$99,147	$104,105
97	$86,504	$90,829	$95,370	$100,139	$105,146
98	$87,369	$91,737	$96,324	$101,140	$106,197
99	$88,243	$92,655	$97,287	$102,152	$107,259
100	$89,125	$93,581	$98,260	$103,173	$108,332
101	$90,016	$94,517	$99,243	$104,205	$109,415
102	$90,916	$95,462	$100,235	$105,247	$110,509
103	$91,826	$96,417	$101,238	$106,300	$111,615
104	$92,744	$97,381	$102,250	$107,363	$112,731
105	$93,671	$98,355	$103,273	$108,436	$113,858
106	$94,608	$99,338	$104,305	$109,521	$114,997
107	$95,554	$100,332	$105,348	$110,616	$116,147
108	$96,510	$101,335	$106,402	$111,722	$117,308
109	$97,475	$102,348	$107,466	$112,839	$118,481
110	$98,449	$103,372	$108,540	$113,967	$119,666
111	$99,434	$104,406	$109,626	$115,107	$120,863
112	$100,428	$105,450	$110,722	$116,258	$122,071
113	$101,433	$106,504	$111,829	$117,421	$123,292
114	$102,447	$107,569	$112,948	$118,595	$124,525
115	$103,471	$108,645	$114,077	$119,781	$125,770
116	$104,506	$109,731	$115,218	$120,979	$127,028
117	$105,551	$110,829	$116,370	$122,189	$128,298
118	$106,607	$111,937	$117,534	$123,410	$129,581
119	$107,673	$113,056	$118,709	$124,645	$130,877
120	$108,749	$114,187	$119,896	$125,891	$132,186
121	$109,837	$115,329	$121,095	$127,150	$133,507

Lawndale
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122	$110,935	$116,482	$122,306	$128,421	$134,842
123	$112,045	$117,647	$123,529	$129,706	$136,191
124	$113,165	$118,823	$124,764	$131,003	$137,553
125	$114,297	$120,012	$126,012	$132,313	$138,928
126	$115,440	$121,212	$127,272	$133,636	$140,318
127	$116,594	$122,424	$128,545	$134,972	$141,721
128	$117,760	$123,648	$129,830	$136,322	$143,138
129	$118,938	$124,884	$131,129	$137,685	$144,569
130	$120,127	$126,133	$132,440	$139,062	$146,015
131	$121,328	$127,395	$133,764	$140,453	$147,475
132	$122,542	$128,669	$135,102	$141,857	$148,950
133	$123,767	$129,955	$136,453	$143,276	$150,439
134	$125,005	$131,255	$137,818	$144,708	$151,944
135	$126,255	$132,567	$139,196	$146,156	$153,463
136	$127,517	$133,893	$140,588	$147,617	$154,998
137	$128,792	$135,232	$141,994	$149,093	$156,548
138	$130,080	$136,584	$143,414	$150,584	$158,113
139	$131,381	$137,950	$144,848	$152,090	$159,695
140	$132,695	$139,330	$146,296	$153,611	$161,291
141	$134,022	$140,723	$147,759	$155,147	$162,904
142	$135,362	$142,130	$149,237	$156,699	$164,533
143	$136,716	$143,551	$150,729	$158,266	$166,179
144	$138,083	$144,987	$152,236	$159,848	$167,841
145	$139,464	$146,437	$153,759	$161,447	$169,519
146	$140,858	$147,901	$155,296	$163,061	$171,214
147	$142,267	$149,380	$156,849	$164,692	$172,926
148	$143,690	$150,874	$158,418	$166,339	$174,656
149	$145,126	$152,383	$160,002	$168,002	$176,402
150	$146,578	$153,907	$161,602	$169,682	$178,166
151	$148,044	$155,446	$163,218	$171,379	$179,948
152	$149,524	$157,000	$164,850	$173,093	$181,747
153	$151,019	$158,570	$166,499	$174,824	$183,565
154	$152,529	$160,156	$168,164	$176,572	$185,400
155	$154,055	$161,757	$169,845	$178,338	$187,254
156	$155,595	$163,375	$171,544	$180,121	$189,127
157	$157,151	$165,009	$173,259	$181,922	$191,018
158	$158,723	$166,659	$174,992	$183,741	$192,928
159	$160,310	$168,325	$176,742	$185,579	$194,858
160	$161,913	$170,009	$178,509	$187,435	$196,806
161	$163,532	$171,709	$180,294	$189,309	$198,774
162	$165,167	$173,426	$182,097	$191,202	$200,762
163	$166,819	$175,160	$183,918	$193,114	$202,770
164	$168,487	$176,912	$185,757	$195,045	$204,797
165	$170,172	$178,681	$187,615	$196,996	$206,845
166	$171,874	$180,468	$189,491	$198,966	$208,914
167	$173,593	$182,272	$191,386	$200,955	$211,003
168	$175,329	$184,095	$193,300	$202,965	$213,113
169	$177,082	$185,936	$195,233	$204,994	$215,244
170	$178,853	$187,795	$197,185	$207,044	$217,397
171	$180,641	$189,673	$199,157	$209,115	$219,571
172	$182,448	$191,570	$201,149	$211,206	$221,766
173	$184,272	$193,486	$203,160	$213,318	$223,984
174	$186,115	$195,421	$205,192	$215,451	$226,224
175	$187,976	$197,375	$207,244	$217,606	$228,486
176	$189,856	$199,349	$209,316	$219,782	$230,771
177	$191,754	$201,342	$211,409	$221,980	$233,079
178	$193,672	$203,355	$213,523	$224,199	$235,409
179	$195,609	$205,389	$215,658	$226,441	$237,763
180	$197,565	$207,443	$217,815	$228,706	$240,141
181	$199,540	$209,517	$219,993	$230,993	$242,542
182	$201,536	$211,612	$222,193	$233,303	$244,968
183	$203,551	$213,729	$224,415	$235,636	$247,418

Lawndale
2026-27 Salary Schedule

184	$205,587	$215,866	$226,659	$237,992	$249,892
185	$207,642	$218,025	$228,926	$240,372	$252,391
186	$209,719	$220,205	$231,215	$242,776	$254,915
187	$211,816	$222,407	$233,527	$245,204	$257,464
188	$213,934	$224,631	$235,862	$247,656	$260,038
189	$216,074	$226,877	$238,221	$250,132	$262,639
190	$218,234	$229,146	$240,603	$252,633	$265,265
191	$220,417	$231,437	$243,009	$255,160	$267,918
192	$222,621	$233,752	$245,439	$257,711	$270,597
193	$224,847	$236,089	$247,894	$260,289	$273,303
194	$227,095	$238,450	$250,373	$262,891	$276,036
195	$229,366	$240,835	$252,876	$265,520	$278,796
196	$231,660	$243,243	$255,405	$268,176	$281,584
197	$233,977	$245,676	$257,959	$270,857	$284,400
198	$236,316	$248,132	$260,539	$273,566	$287,244
199	$238,680	$250,614	$263,144	$276,301	$290,117
200	$241,066	$253,120	$265,776	$279,065	$293,018
201	$243,477	$255,651	$268,433	$281,855	$295,948
202	$245,912	$258,207	$271,118	$284,674	$298,907
203	$248,371	$260,790	$273,829	$287,520	$301,896
204	$250,855	$263,397	$276,567	$290,396	$304,915
205	$253,363	$266,031	$279,333	$293,300	$307,965

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Yvette Palomo, Assistant City Clerk
SUBJECT:	**Amendment to City's Conflict of Interest Code**

BACKGROUND

The Political Reform Act was adopted by the people of the state of California in 1974. The legislative intent of the act was, in part, that the "assets and income of public officials which may be materially affected by their official actions should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that conflicts of interest may be avoided." The act requires members of the City Council, City Manager, City Attorney, City Treasurer (Director of Finance) and Planning Commissioners to disclose all assets and income that might be materially affected by their decisions. The act also requires that every agency "adopt and promulgate" a conflict of interest code. Such codes designate other officials who are required to disclose certain financial interests by filing Statements of Economic Interests (Form 700).

The main sections of the City's conflict of interest code are comprised of the following:

- The officials who are required to file a Form 700; and
- The specific types of financial interests they must disclose.

The Political Reform Act requires every local government agency to review its Conflict of Interest Code of Designated Positions and reporting categories every two years to determine if it is accurate or, alternatively, if an amendment is required. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

On or before July 1 of each even-numbered year, the code reviewing body (the City Council) must notify their jurisdiction to review its conflict of interest code. On May 18, 2026, the City Council was notified of the requirement to review its conflict of interest code.

By October 1, 2026, a Local Agency Biennial Notice must be filed with the code reviewing body indicating whether an amendment is necessary. On June 15, 2026, the code reviewing body (the City Council) was notified that an amendment was necessary and a Local Agency Biennial Notice was filed with the City Council. Within 90 days of filing the Local Agency Biennial Notice, any amendments must be submitted for approval by the City Council.

The City's current conflict of interest code (attached) was last approved by the City Council in August 2024.

STAFF REVIEW

In designing its conflict of interest code, a public agency must determine what types of financial interests might be affected by any particular official's actions. The agency must specifically tailor its conflict of interest code so as not to require the reporting of financial interests that cannot be affected by the public official's actions.

Each position listed in the code is required to report only those types of financial interests which might be affected by their making or participating in the making of governmental decisions.

The amended conflict of interest code was reviewed by the respective Department Director, Interim City Manager, City Attorney and the Assistant City Clerk. The following are the recommended changes:

Add New Position to Conflict of Interest Code	**Department**	**Disclosure Category**
Public Safety Officer	Municipal Services	4(a),(b)

Staff recommends that the City Council adopt Resolution No. CC-2606-033 which would incorporate this amendment. If the City Council believes that other positions should be designated in the code or that the incumbent in a position already designated in the code should disclose different financial interests than currently required by the code, City Council should direct staff accordingly.

LEGAL REVIEW

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

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2606-033 amending the City's conflict of interest code and rescinding Resolution No. CC-2408-092.

Attachments

Attachment A Amended Resolution CC-2606-033 Conflict of Interest Code

Attachment B Current Resolution CC-2408-092 Conflict of Interest Code

Attachment C Local Biennial Notice

ATTACHMENT A

RESOLUTION NO. CC-2606-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AMENDING THE CITY'S CONFLICT OF INTEREST CODE BY UPDATING THE POSITIONS DESIGNATED IN THE CODE AND RESCINDING RESOLUTION NO. CC-2408-092

WHEREAS, the Political Reform Act of 1974 ("Act"), California Government Code Section 81000, et seq., requires every state or local government agency to adopt and promulgate a conflict of interest code; and

WHEREAS, the Act requires that every local agency review its conflict of interest code every two years; and

WHEREAS, on May 18, 2026, the Lawndale City Council directed the City's staff and the City Attorney to review the *Conflict of Interest Code of the City of Lawndale, California* ("Code") and submit their findings to the City Council no later than 90 days of filing the Local Agency Biennial Notice; and

WHEREAS, all persons designated in an agency's conflict of interest code must file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700, within 30 days of assuming or leaving office and once annually while in office; and

WHEREAS, the City Clerk is designated as the filing official for Form 700s and must notify all officials designated in the conflict of interest code of their reporting obligations; and

WHEREAS, City staff and the City Attorney have recommended certain revisions of the designated positions delineated in "Appendix A" Designated Positions; and

WHEREAS, the City Council has reviewed the recommendations of the staff and the City Attorney determined that the recommendations are appropriate.

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

SECTION 1. The *Conflict of Interest Code of the City of Lawndale, California,* attached hereto as "Exhibit A", is hereby adopted and all previous versions of the Code are rescinded.

SECTION 2. The City Clerk Department is directed to notify those persons whose positions are newly designated in the Code of their obligation to file Statements of Economic Interests, FPPC Form 700, as required by state law, with an Assuming Office date of June 15, 2026, or the date of hire, whichever is applicable.

SECTION 3. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 15th day of June, 2026.

_____
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-2606-033 at a regular meeting of said Council held on the 15th day of June, 2026, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

CONFLICT OF INTEREST CODE OF THE CITY OF LAWNDALE, CALIFORNIA

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix "A" designating officials and employees and Appendix "B" establishing disclosure categories shall constitute the conflict of interest code of the City of Lawndale, California.

Designated employees shall file their statements with the City of Lawndale which will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the City of Lawndale.

EXHIBIT A

APPENDIX "A"

DESIGNATED POSITIONS*	DISCLOSURE CATEGORY
City Attorney's Office	
Assistant City Attorney	l(a),(b),(c)
Administrative Services Department	
Deputy City Manager/Director of Human Resources	l(a),(b),(c)
Cable TV Supervisor	2(b)
Office Assistant/Personnel Assistant	2(b), 5(b)
City Manager	
Executive Assistant	3(a),(b),(c)
City Clerk's Department	
City Clerk	l(a),(b),(c)
Assistant City Clerk	l(a),(b),(c)
Deputy City Clerk	2(b), 3(b)
Administrative Assistant II	2(b), 3(b)
Community Development Department	
Director of Community Development	1(a),(b),(c)
Community Development Manager	1(a),(b),(c)
Senior Planner	1(a), 4(a),(b),(c), 5(a)
Associate Planner	2(a), 4(a), (b),(c), 5(a)
Assistant Planner	2(a), 4(a),(b),(c), 5(a)
Building & Safety Plan Check Engineer	3(a),(b),(c), 4(a),(b),(c)
Building Inspector	3(a),(b),(c), 4(a),(b),(c)
Building Permit Technician	4(a),(b),(c)
Administrative Assistant II	2(b), 4(b)
Community Services Department	
Director of Community Services	1(a),(b),(c)
Community Services Supervisor	2(b), 4(b), 5(b)
Community Services Coordinator	2(b), 5(b)
Administrative Assistant II	2(b), 5(b)
Recreation Coordinator	2(b), 5(b)
Finance Department	
Accounting Manager	2(a), 4(a)(b), 5(b),(c)
Payroll/Accounting Specialist	2(a), 4(a),(b),(c), 5(c)
Accounting Specialist	2(a), 4(a),(b),(c), 5(c)

Municipal Services Department	
Director of Municipal Services	1(a),(b),(c)
Municipal Services Supervisor	2(b), 3(a),(c), 4(a),(b),(c)
Code Enforcement Officer I	3(a),(c), 4(a),(b),(c)
Code Enforcement Officer II	3(a),(c), 4(a),(b),(c)
Municipal Services Officer I	3(a),(c), 4(a),(b),(c)
Municipal Services Officer II	3(a),(c), 4(a),(b),(c)
Public Safety Officer	**4(a),(b)**
Administrative Assistant II	2(b), 4(a),(b),(c)
Public Works Department	
Director of Public Works	1(a),(b),(c)
Assistant Engineer	2(b), 3(a),(b),(c), 4(b), 5(b)
Associate Engineer	2(b), 3(a),(b),(c), 4(b), 5(b)
Public Works Maintenance Supervisor	2(b), 3(a),(b),(c), 4(b), 5(b)
Public Works Inspector	3(b),(c), 4(a),(b),(c)
Administrative Analyst	2(b), 3(a),(b),(c), 5(b)
Senior Administrative Analyst	2(b), 3(a),(b),(c), 5(b)
Administrative Assistant II	2(b), 3(a),(b),(c), 4(b)
City Council Advisory Bodies	
Parks, Recreation, and Social Service Commissioners	2(b), 5(b),(c)
Consultants**	
Information Systems Manager	1(a),(b),(c), 2(b)
Community Development Department Technician	4(a),(b),(c)

* This list includes filers who are required to file Statements of Economic Interests under the City's Conflict of Interest Code. Some filers are already required to do this under state law, including all Councilmembers, members of the Planning Commission, City Manager, City Attorney, City Treasurer, and other public officials who manage public investments, to candidates for any of these offices at any election (Cal. Government Code section 87200).

** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX "B"

DISCLOSURE CATEGORIES

Definitions

- The term "City" includes the Lawndale Successor Agency, Lawndale Housing Authority, the Lawndale Cable Usage Corporation and the Lawndale Public Financing Authority.
- The term "interest in real property" has the meaning given in GC 82033.
- The term "investment" has the meaning given in GC 82034.
- The term "income" has the meaning given in GC 82030, which includes gifts, loans, and travel payments.

Disclosure Category 1 - Designated employees must report:

(a) All interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within the boundaries of the City of Lawndale. No disclosure need be made concerning the principal residence of the designated employee.

(b) All investments and business positions in business entities located within or subject to the jurisdiction of the City of Lawndale, or if the business entity is doing business or planning to do business in the City of Lawndale, or has done business within the City of Lawndale at any time during the two years prior to the filing of the statement.

(c) All income from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

Disclosure Category 2 - Designated employees have duties that include contracting or purchasing and must report:

(a) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the City.

(b) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the designated employee's department or division.

Disclosure Category 3 - Designated employees have duties that relate to construction and must report:

(a) Investments and business positions in and income from business entities engaged in building or material supply.

(b) Investment and business positions in and income from, business entities engaged in the construction of public works projects and related services, including equipment and machinery.

(c) Investments and business positions in and income from business entities engaged in construction and related services, including equipment and machinery.

Disclosure Category 4 - Designated employees have duties that include the issuance or enforcement of City permits and licenses and must report:

(a) Investments and business positions in and income from business entities which are or could reasonably be expected to become licensed or taxed by the City of Lawndale.

(b) Investments and business positions in and income from business entities which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.

(c) Interests in real property which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.

Disclosure Category 5 - Designated employees must report:

(a) Investments, business positions in, and income from business entities which engage in land development, construction or related to the acquisition or sale of real property.

(b) Investments and business positions in and income from entities which provide training, services or facilities of the type utilized by the City.

(c) Investments and positions in and income from a nonprofit organization located or operating in the City of Lawndale if the source is of the type to receive grants or other monies from the City.

ATTACHMENT B

RESOLUTION NO. CC-2408-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AMENDING THE CITY'S CONFLICT OF INTEREST CODE BY UPDATING THE POSITIONS DESIGNATED IN THE CODE AND RESCINDING RESOLUTION NO. CC-2210-050

WHEREAS, the Political Reform Act of 1974 ("Act"), California Government Code Section 81000, et seq., requires every state or local government agency to adopt and promulgate a conflict of interest code; and

WHEREAS, the Act requires that every local agency review its conflict of interest code every two years; and

WHEREAS, on May 20, 2024, the Lawndale City Council directed the City's staff and the City Attorney to review the *Conflict of Interest Code of the City of Lawndale, California* ("Code) and submit their findings to the City Council no later than 90 days of filing the Local Agency Biennial Notice; and

WHEREAS, all persons designated in an agency's conflict of interest code must file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700, within 30 days of assuming or leaving office and once annually while in office; and

WHEREAS, the City Clerk is designated as the filing official for Form 700s and must notify all officials designated in the conflict of interest code of their reporting obligations; and

WHEREAS, City staff and the City Attorney have recommended certain revisions of the designated positions delineated in Appendix "A" Designated Positions; and

WHEREAS, the City Council has reviewed the recommendations of the staff and the City Attorney determined that the recommendations are appropriate.

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

SECTION 1. The *Conflict of Interest Code of the City of Lawndale, California,* attached hereto as Exhibit "A", is hereby adopted and all previous versions of the Code are rescinded.

SECTION 2. The City Clerk Department is directed to notify those persons whose positions are newly designated in the Code of their obligation to file Statements of Economic Interests, FPPC Form 700, as required by state law, with an Assuming Office date of August 19, 2024.

SECTION 3. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2024.

R Pullen-Miles
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-2408-092 at a regular meeting of said Council held on the 19th day of August, 2024, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

CONFLICT OF INTEREST CODE OF THE CITY OF LAWNDALE, CALIFORNIA

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix "A" designating officials and employees and Appendix "B" establishing disclosure categories shall constitute the conflict of interest code of the City of Lawndale, California.

Designated employees shall file their statements with the City of Lawndale which will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the City of Lawndale.

EXHIBIT A

APPENDIX "A"

DESIGNATED POSITIONS*	DISCLOSURE CATEGORY
City Attorney's Office	
Assistant City Attorney	1(a),(b),(c)
Administrative Services Department	
Deputy City Manager/Director of Human Resources	1(a),(b),(c)
Cable TV Supervisor	2(b)
Office Assistant/Personnel Assistant	2(b), 5(b)
City Manager	
Executive Assistant	3(a),(b),(c)
City Clerk's Department	
City Clerk	1(a),(b),(c)
Assistant City Clerk	1(a),(b),(c)
Deputy City Clerk	2(b), 3(b)
Administrative Assistant II	2(b), 3(b)
Community Development Department	
Director of Community Development	1(a),(b),(c)
Community Development Manager	1(a),(b),(c)
Senior Planner	1(a), 4(a),(b),(c), 5(a)
Associate Planner	2(a), 4(a), (b),(c), 5(a)
Assistant Planner	2(a), 4(a),(b),(c), 5(a)
Building & Safety Plan Check Engineer	3(a),(b),(c), 4(a),(b),(c)
Building Inspector	3(a),(b),(c), 4(a),(b),(c)
Building Permit Technician	4(a),(b),(c)
Administrative Assistant II	2(b), 4(b)
Community Services Department	
Director of Community Services	1(a),(b),(c)
Community Services Supervisor	2(b), 4(b), 5(b)
Community Services Coordinator	2(b), 5(b)
Administrative Assistant II	2(b), 5(b)
Recreation Coordinator	2(b), 5(b)
Finance Department	
Accounting Manager	2(a), 4(a)(b), 5(b),(c)
Payroll/Accounting Specialist	2(a), 4(a),(b),(c), 5(c)
Accounting Specialist	2(a), 4(a),(b),(c), 5(c)

Municipal Services Department	
Director of Municipal Services	1(a),(b),(c)
Municipal Services Supervisor	2(b), 3(a),(c), 4(a),(b),(c)
Code Enforcement Officer I	3(a),(c), 4(a),(b),(c)
Code Enforcement Officer II	3(a),(c), 4(a),(b),(c)
Municipal Services Officer I	3(a),(c), 4(a),(b),(c)
Municipal Services Officer II	3(a),(c), 4(a),(b),(c)
Administrative Assistant II	2(b), 4(a),(b), (c)
Public Works Department	
Director of Public Works	1(a),(b),(c)
Assistant Engineer	2(b), 3(a),(b),(c), 4(b), 5(b)
Associate Engineer	2(b), 3(a),(b),(c), 4(b), 5(b)
Public Works Maintenance Supervisor	2(b), 3(a),(b),(c), 4(b), 5(b)
Public Works Inspector	3(b),(c), 4(a),(b),(c)
Administrative Analyst	2(b), 3(a),(b),(c) 5(b)
Senior Administrative Analyst	2(b), 3(a),(b),(c) 5(b)
Administrative Assistant II	2(b), 3(a),(b),(c), 4(b)
City Council Advisory Bodies	
Parks, Recreation, and Social Service Commissioners	2(b), 5(b),(c)
Consultants**	
Information Systems Manager	1(a),(b),(c), 2(b)
Community Development Department Technician	4(a),(b),(c)

* This list includes filers who are required to file Statements of Economic Interests under the City's Conflict of Interest Code. Some filers are already required to do this under state law, including all councilmembers, members of the Planning Commission, City Manager, City Attorney, City Treasurer, and other public officials who manage public investments, to candidates for any of these offices at any election (Cal. Government Code section 87200).

** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX "B"

DISCLOSURE CATEGORIES

Definitions

- The term "City" includes the Lawndale Successor Agency, Lawndale Housing Authority, the Lawndale Cable Usage Corporation and the Lawndale Public Financing Authority.
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(b) All investments and business positions in business entities located within or subject to the jurisdiction of the City of Lawndale, or if the business entity is doing business or planning to do business in the City of Lawndale, or has done business within the City of Lawndale at any time during the two years prior to the filing of the statement.

(c) All income from any source located or doing business within the jurisdiction or expecting to do business within the jurisdiction. Income received from a public agency need not be disclosed.

Disclosure Category 2 - Designated employees have duties that include contracting or purchasing and must report:

(a) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the City.

(b) Investments and business positions in and income from business entities providing materials, supplies, services, equipment or machinery of the type used by the designated employee's department or division.

Disclosure Category 3 - Designated employees have duties that relate to construction and must report:

(a) Investments and business positions in and income from business entities engaged in building or material supply.

(b) Investment and business positions in and income from, business entities engaged in the construction of public works projects and related services, including equipment and machinery.

(c) Investments and business positions in and income from business entities engaged in construction and related services, including equipment and machinery.

Disclosure Category 4 - Designated employees have duties that include the issuance or enforcement of City permits and licenses and must report:

(a) Investments and business positions in and income from business entities which are or could reasonably be expected to become licensed or taxed by the City of Lawndale.

(b) Investments and business positions in and income from business entities which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.

(c) Interests in real property which are subject to the City's regulatory, permit or licensing authority and administered by the designated employee's department or division.

Disclosure Category 5 - Designated employees must report:

(a) Investments, business positions in, and income from business entities which engage in land development, construction or related to the acquisition or sale of real property.

(b) Investments and business positions in and income from entities which provide training, services or facilities of the type utilized by the City.

(c) Investments and positions in and income from a nonprofit organization located or operating in the City of Lawndale if the source is of the type to receive grants or other monies from the City.

ATTACHMENT C

FAIR POLITICAL PRACTICES COMMISSION

2026 Conflict of Interest Code
Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2026:** The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 1, 2026:** The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2026 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in ***more than one county*** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on FPPC's website.

2026 Local Agency Biennial Notice

Name of Agency: City of Lawndale

Mailing Address: 14717 Burin Avenue

Contact Person: Yvette Palomo Phone No. 310-973-3213

Email: ypalomo@lawndale.ca.gov Alternate Email: cityclerk@lawndale.ca.gov

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☑ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE: June 15, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

SUBJECT: **Consideration of Claim for Damage**

BACKGROUND

The City of Lawndale received a claim for personal injury and damage filed by injury claim filed by Richard Merluza, Esq., Merluza Law, representing Lilian Rivera (Claimant) on or about March 16, 2026. The claimant alleged that on September 29, 2026, she was injured by the City's failure to properly maintain or repair public women's restroom at 14700 Burin Avenue, in Lawndale, CA.

STAFF REVIEW

The City's current third-party claims administrator, California JPIA - Athens Program Insurance Services, reviewed the filed claim and determined that the liability for the claim could not be assigned to the City. As a result, Athens Program Insurance Services recommends that the City reject the claim as filed.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommend that the City Council reject the claim filed by Lilian Rivera and instruct staff to process the appropriate correspondence to the claimant.

Attachments

Attachment A - Claim for Damages - Lilian Rivera.pdf

ATTACHMENT A

CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	Lilian Rivera	Claimant's Occupation	Senior Custodian
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:
Merloza Law, A.P.C. 3435 Wilshire Blvd, Suite 2745, Los Angeles, CA. 90010

When did DAMAGE or INJURY occur? Date: 09-29-2025 Time: 4:20 P.m
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE

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

Women's bathroom
14700 Burin Avenue
Lawndale, CA. 90260

Describe in detail how the DAMAGE or INJURY occurred.

Failure of the City to properly maintain or repair of Public bathrooms

Why do you claim the city is responsible?

The City is responsible for properly maintain or repair of Public bathrooms.

Describe in detail each INJURY or DAMAGE

Right side of the head, shoulder and Back neck, Pain in the head

THIS CLAIM MUST BE SIGNED ON PAGE 2

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

Damages incurred to date (exact):	$10,000	Estimated prospective damages as far as known:	$ 25,000
Damage to property	$	Future expenses for medical and hospital care	$ 25,000
Expenses for medical and hospital care	$ 10,000	Future loss of earnings	$ 10,000
Loss of Earnings	$ 5,000	Other prospective special damages	$
Special Damages for	$	Prospective general damages	$ 100,000
		Total estimate prospective damages	$ 160,000.—
General Damages	$ 25,000		
Total Damages incurred to date	$ 40,000.		
		Total amount claimed as of date of presentation of this claim	$ 210,000.00

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

Were paramedics or ambulance called? yes If so, name city or ambulance McCormick Ambulance

If injured, state date, time, _____

name and address of doctor of your first visit Centinela Hospital 555 E. Hardy st. Inglewood, CA. 90301

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

Name _____ Address Investigation Phone _____

Name _____ Address Continue Phone _____

Name _____ Address _____ Phone _____

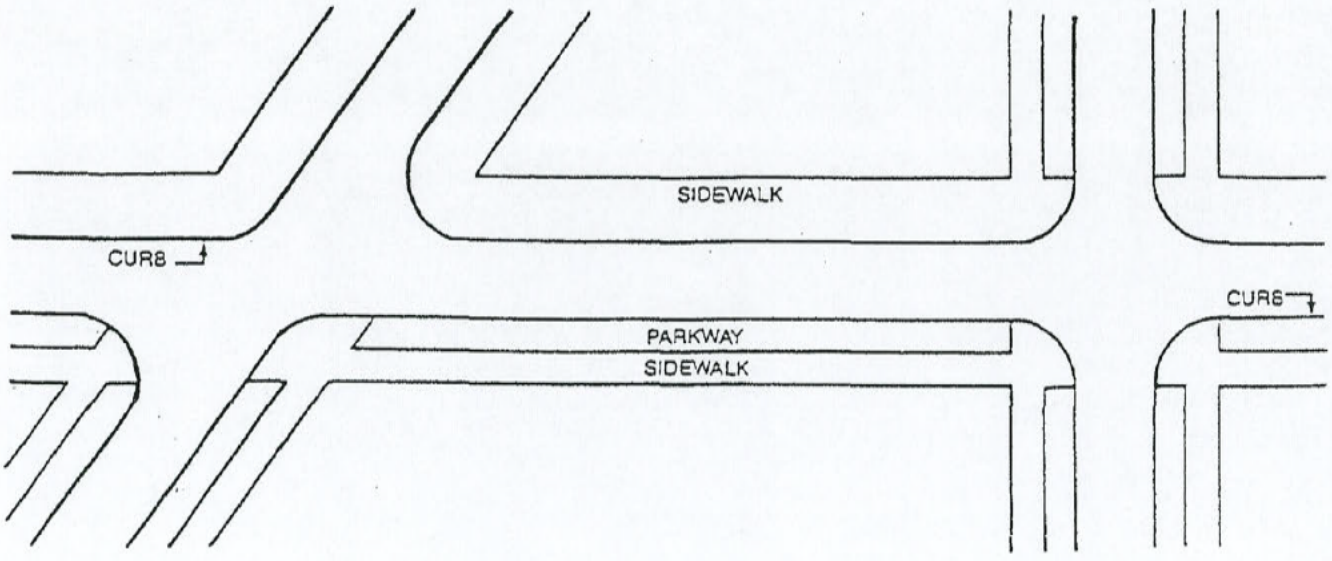
DOCTORS and HOSPITALS:

Hospital Centinela Hospital Address 555 E. Hardy st. Inglewood, CA. 90301 Date of Hospitalization 09-29-2025

Doctor Complete Healthcare center. Address 517 west Manchester Blvd. unit A, Inglewood, CA. 90302 Date of Treatment 10-3-2025

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]

Typed/Printed Name: Ricardo Y. Merluza attorney at law

Date: 03-13-2026

MERLUZA LAW, A.P.C.

3435 WILSHIRE BLVD., 27TH FLOOR
LOS ANGELES, CA 90010
TELEPHONE: (213) 380-9888
FACSIMILE: (213) 380-5397
EMAIL: RICARDO@MERLUZALAW.COM

March 13, 2026

City of Lawndale
Claim for Damages to person or property
City Clerk
14717 Burin Avenue
Lawndale, CA 90260

RE: Our Client Lilian Rivera
Date of Loss: September 29, 2025

Dear Sir or Madam:

Please be advised that this law firm has been retained by the above-referenced client with regards to personal injuries and damages arising out of the above-referenced incident.

Our client is currently being treated for injuries sustained in connection with this incident. Once released from medical care, this firm will provide you with all the necessary medical reports.

Enclosed please find Claim Damages forms. Thank you for your anticipated cooperation regarding this matter. Please forward all future correspondence to the undersigned.

Sincerely,

Merluza Law, A.P.C.

Ricardo Y. Merluza
Attorney at Law

RYM:bg

Enclosures

March 18, 2026

Merluza Law, APC
3435 Wilshire Blvd., Ste. 2745
Los Angeles, CA 90010

RE:	Claimant	:	Lilian Rivera
	Date of Loss	:	9/29/25
	Claim Filing Date	:	3/16/26
	Our File Number	:	CJP-3055050 ASR

Athens Program Insurance Services is the claims management company for the City of Lawndale. The above-captioned claim has been assigned to Allison Shephard for handling. Ms. Shephard may be reached at 916-514-4829.

When our investigation is complete, we will advise you as to whether or not we can recommend settlement.

Very Truly Yours,

ATHENS PROGRAM INS. SERVS.

Timothy M. Varon

Timothy M. Varon on Behalf of Glen Raphael

Claims Supervisor II

cc: Member Agency: City of Lawndale, attn:Shaundra Burnam

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE: June 15, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Jason Minter, Community Services Director

SUBJECT: **Approval of FY 2026-2028 Class Instructor Agreements**

BACKGROUND

The Community Services Department (CSD) facilitates recreation-based classes for both Lawndale and non-Lawndale residents on an annual basis. These classes include gymnastics, karate, art and dance, as well as senior focused classes including Zumba and chair yoga.

On July 15, 2024, staff recommended and City Council approved 2-year agreements with four (4) different contractors with a total not-to-exceed amount of $110,000. These agreements have allowed the CSD to offer over 150 recreation-based classes per year including more than 1,500 participant enrollments that are all held in the Harold E. Hofmann Community Center.

In addition to the four agreements mentioned above, the CSD also entered into agreements with two other contractors, Amalea Joy Fisher, LLC, and OPUS Ventures, LLC, to provide senior fitness classes, however those agreements fell below the City Manager's approval authority and did not require City Council's approval.

STAFF REVIEW

The CSD would like to continue to offer its recreation based classes over the next two (2) fiscal years, including FY26-27 and FY27-28. CSD staff have met with each of the contractors to review class performance, marketing, registration, and any issues to ensure that contractors and staff are aligned in terms of programming and facility usage.

Currently there are six (6) instructors scheduled to provide classes in FY26-27, four (4) of which have a value that is expected to be higher than the City Manager's approval threshold of $15,000. Each of the attached agreements are for amounts that are consistent with the revenues received by the CSD through the class registration process.

Each contractor that holds classes in the Harold E. Hofmann Community Center submits invoices each session with a deduction of $25.00 per hour for their facility use during the contract period. In FY 2024-25 instructor facility use revenue was approximately $20,200 for approximately 818 programming hours, while in FY 2025-26, instructor facility use revenue is estimate to be approximately $17,000 for approximately 681 programming hours.

The chart below shows each contractor along with the types of classes that are offered, the instructor, and the recommended amount of the agreement:

Contractor	Programs/Classes	Amount
Chapala Dance Academy, LLC	Cultural Dance Classes	$60,000
Duncan's Soo Bahk Do, LLC	Martial Arts Classes	$22,000
Elysian Arts and Events, LLC	Performance Dance Classes	$18,000
Just Dance Company, LLC	Gymnastics, Dance, Art Classes	$35,000
Totals	**N/A**	**$135,000**

As mentioned above, there are two agreements that do not require City Council approval as they are not expected to exceed the City Manager's approval limit of $15,000. Should these classes grow or exceed expectations they would come before the City Council for approval. These agreements are:

Contractor	Programs/Classes	Amount
Amalea Joy Fisher, LLC	Senior Fitness/Yoga Classes	$12,580
OPUS Ventures, LLC	Zumba Classes	$8,670
Totals	**N/A**	**$21,250**

LEGAL REVIEW

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

FISCAL IMPACT

Funds for these agreements are included in the FY26-27 General Fund Operating Budget.

RECOMMENDATION

Staff are recommending that City Council approve contract service agreements with the Chapala Dance Academy ($60,000), Duncan's Soo Bahk Do ($22,000), Elysian Arts and Events ($18,000), and Just Dance Company ($35,000), for a total amount not-to-exceed $135,000.

Attachments

Attachment A_ DRAFT Chapala Dance Academy, LLC, draft, FY 2026-28.pdf

Attachment B_ DRAFT Duncan's Soo Bahk Do, draft, FY 2026-28.pdf

Attachment C_ DRAFT Elysian Arts and Events, LLC, draft, FY 2026-28.pdf

Attachment D_ DRAFT Just Dance Company, LLC, Draft, FY 2026-28.pdf

ATTACHMENT A

CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

This Agreement is made as of the date of execution by the City below by and between the City of Lawndale, California, a municipal corporation, ("City") and Chapala Dance Academy, LLC, a California corporation ("Instructor").

RECITALS

A. Instructor desires to provide four sessions of cultural dance classes comprised of up to three mini sessions each summer, fall, winter and spring. Each mini session will be comprised of approximately six classes, excluding certain holidays, at the Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, CA 90260. Instructor may use the City facility for the purpose of teaching Citapproved classes and related activities provided the seasonal schedule is approved by the City.

B. Instructor represents that he/she has all required licenses, permits and approvals required by law to teach the classes at issue at a City facility pursuant to this Agreement.

C. This Agreement will expire on June 30, 2028.

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

1.1. Recitals. The foregoing Recitals are true and correct and incorporated into this Agreement by this reference.

1.2. Submittals to the City. On or before June 30, 2026, the Instructor will provide the following documents to the Community Services Department: a completed W9 form, proof of successful completion of an adult and child CPR and First Aid class, proof of all insurance required, the Live Scan fingerprints and related criminal background checks as required by Section 1.6 of this Agreement, a copy of Instructor's business license, and proof of medical certification as required in Section 1.7 of this Agreement. If Instructor has no staff, Instructor must provide a written statement, in a form approved by the City's Risk Manager, signed under the penalty of perjury confirming that she has no staff in lieu of Worker's Compensation Insurance.

On or before June 30, 2026, Instructor shall provide proof of current First Aid and Adult Child CPR/AED Certification with a completion date no older than two years to the Community Services Department.

On or before June 30, 2026, Instructor will be required to complete a Live Scan criminal background check as required in Section 1.6 prior to classes under this Agreement beginning.

On or before June 30, 2026, Instructor shall provide test results per Section 1.7 no older than four years to the Community Services Department.

1.3. Term; Arrival and Set-Up.

1.3.1. Instructor may use the City's facility for the time periods described in Recital A, unless terminated earlier as provided in this Agreement. During Instructor's use times Instructor shall have exclusive use of the area designated for her use. Instructor acknowledges and agrees that the City and other third parties will use said area at other times and Instructor may not leave materials, tools, or equipment in the City facility.

1.3.2. The Instructor is solely responsible for the preparation and facility set-up of her class and for providing all required tools and equipment.

1.4. Performance. In the event the Instructor must cancel any classes, she must notify the students and the City's Community Services Coordinator at least 48 hours in advance of the classes in question. If Instructor cancels classes, the City will work with the Instructor to make up the same number of classes cancelled prior to the end of that session.

1.5. Responsibilities of the City. The City will notify Instructor, at least 48 hours in advance if possible, if for any reason the City cancels or needs to relocate any class to another location.

1.6. Background Check. Instructor warrants that she/he and all staff of Instructor who may use the City facility to teach a class pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from working with children. In addition, Instructor agrees to provide City with Live Scan fingerprints and the related criminal background check for Instructor and all staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.7. Medical Check. Instructor warrants that she/he and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children has been examined and has been found to be free of communicable tuberculosis within the last two years as required by *Public Resource Code Section 5163*. In addition, Instructor agrees to provide the City with the medical certificate confirming the testing and result for Instructor and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.8. Taking or Using of Photos and Videos of Students. Instructor agrees that she/he and its staff and agents may only make video recordings and take photographs of students of classes provided pursuant to this Agreement after receiving (A) prior written notice from the City's Community Services Coordinator and (B) signed consent forms from the students, or in the case of a student who is a minor, from the students' parent or guardian. Moreover, should the Instructor desire to use the photos or video for any purpose other than personal use, including but not limited to advertising the Instructor's business on flyers or on the internet or social media, such specific purpose must be clearly described in the notice signed by the City and students. Instructor's violation of this section is grounds for immediate termination of this Agreement and Instructor will be barred from contracting with the City for a minimum of three years.

2. PAYMENT FOR SERVICES.

2.1. Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $60,000.00 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $60,000.00 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

2.2. Time of Payment. The City will process payment for the Instructor at the conclusion of each session, upon City's receipt and verification of signed invoices for classes that have been taught by Instructor. Invoices must be submitted to the City's Community Services Department in a form satisfactory to the City's Director of Finance.

3. GENERAL PROVISIONS.

3.1. Termination.

3.1.1. The City may cancel this Agreement or any of the classes described in this Agreement at any time with or without cause.

3.2. Indemnity. The Instructor agrees to indemnify, hold harmless and defend the City, the City Council, and every officer, employee and agent of the City from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, and omissions of the Instructor and its staff and agents, including any claims and damages arising from the use of unauthorized images (i.e. photographs) of students and their invitees as well as any claims arising in any way in connection with or by Instructor's staff and agents.

3.3. Non-Discrimination. In connection with the use of the City facility at issue in this Agreement, neither the Instructor nor its staff or agents may discriminate against any employee or member of the public because of race, religion, color, sex, or national origin or sexual orientation.

3.4. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by either party or anyone acting on its behalf which are not embodied in this Agreement and that any other agreement or statement not contained in the Agreement is not valid or binding. Any modifications of this Agreement will be effective only if memorialized in a writing signed by both parties.

3.5. Governing Law. This Agreement is governed by the laws of the State of California and any lawsuit or action relating in any way to this Agreement must be filed in Los Angeles County, California.

3.6. Prohibition Against Subcontracting or Assignment. Instructor agrees not to contract with any person or entity to perform in whole or in part in connection with the use of the City facility under this Agreement. Neither this Agreement nor any interest in this Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.7. Independent Contractor. The City will not have any control over the manner, mode, or means by which Instructor performs the classes at the City facility under this Agreement except as described in this Agreement. Instructor will teach the classes as an independent contractor. Instructor will not at any time or in any manner represent that it or any of its employees or staff are employees of City. Instructor represents and warrants that the personnel used to teach the classes in the City facility pursuant to this Agreement are classified by Instructor as employees. In the event that Instructor or any employee of Instructor using the City facility 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 Instructor 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 Instructor or any staff of Instructor used to teach classes at a City facility are employees of the City.

Instructor must not promote classes other than the classes Instructor offers at the City, whether by word of mouth, flyers, or other printed materials, while teaching classes at City facilities.

3.8. Insurance. Unless otherwise stated in writing by the City's Risk Manager, Instructor must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Additionally, the City and each of its officers, employees and agents must be mentioned as additional insureds and each insurance certificate must be accompanied by all applicable additional insured endorsement pages.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered

losses. However, this requirement will not apply if Instructor has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(c) Sexual Misconduct/ Molestation Liability Insurance. A policy of sexual misconduct/molestation liability insurance appropriate to the Instructor's profession, with limits no less than $1,000,000.00 per occurrence plus $2,000,000.00 aggregate.

(d) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis will not be required as Instructor is not required to use an automobile in connection with the use of a City facility under this Agreement. However, Instructor understands that automobile insurance and/or financial responsibility is required on any vehicle operated or parked on California roadways. Instructor agrees that s/he will carry evidence of automobile insurance and/or financial responsibility in her/his vehicle at all times and that proof of same must be provided as specified: when requested by law enforcement; when renewing vehicle registration; when the vehicle is involved in a traffic collision. Accordingly, Instructor agrees that if s/he will be driving a vehicle to commute to or otherwise in connection with the classes provided pursuant to the Agreement, Instructor must comply with the following:

Minimum liability insurance requirements for private passenger vehicles (per California Insurance Code Section 11580.1b):

- $15,000 for injury/death to one person;
- $30,000 for injury/death to more than one person; and
- $5,000 for damage to property.

Liability insurance compensates a person other than the policy holder for personal injury or property damage. Comprehensive or collision insurance does not meet vehicle financial responsibility requirements.

The following are acceptable types of insurance/financial responsibility:

- A motor vehicle liability insurance policy;
- A cash deposit of $35,000 with DMV;
- A DMV issued self-insurance certificate; or
- A surety bond for $35,000 from a company licensed to do business in California.

If the Instructor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Said policies of insurance must not be cancelled without providing 10 days' prior written notice by registered mail to the City. In the event any of the policies of insurance are cancelled or amended, prior to the cancellation or amendment date, Instructor must submit new evidence of

insurance in conformance with this Section to the Director of Community Services. Use of the City facility pursuant to this Agreement may not begin until Instructor has provided City with and City's Risk Manager has approved of the Certificates of Insurance or appropriate insurance binders evidencing the required insurance coverage.

Instructor agrees that the provisions of this Section will not be construed as limiting in any way the extent to which Instructor may be held responsible for the payment of damages to any persons or property resulting from Instructor's activities or the activities of any person or persons for which Instructor is otherwise responsible.

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

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

3.10. Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which portions are declared as severable and 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.

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

3.12. 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, whether legal or equitable, will be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

[SIGNATURES ON NEXT PAGE]

CITY:
City of Lawndale
14717 Burin Avenue
Lawndale, CA. 90260

By: _____
Raylette Felton, Interim City Manager

Date: _____

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

INSTRUCTOR:
Chapala Dance Academy, LLC
14608 Dublin Avenue
Gardena, CA 90249

By: _____
Martha Zambrano
Manager, Sole Member

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES

Each year during the scope of this Agreement, Consultant shall perform the following work for the City during each session:

1. Develop and provide safe and inclusive folklorico classes to the youth during the Summer, Fall, Winter, and Spring sessions. Each mini session shall be comprised of approximately six classes, excluding holidays. The City reserves the right to modify the schedule, session lengths, or facility availability as necessary.

2. Consultant is authorized to use the designated City facility for the sole purpose of conducting instructional folklorico classes approved by the City including:

-Introduction to professional level dance techniques
- Performance rehearsals
-Warm up and stretching
-Use of sound system for choreography

No other use is permitted without prior written approval from the City

3. Consultant is responsible for:
-Maintaining participant safety and proper class management
-Supplying necessary instructional equipment
-Leaving facility clean and in good condition
-Complying with all City policies and safety regulations

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Each quarter during the term of the Agreement, Consultant shall be compensated for 100% of the net class revenues as described in this Agreement; however, not to exceed $60,000.00 per fiscal year. Net revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes.

Upon City's receipt of an approved invoice for each completed session, the City shall pay the Consultant for the work invoiced. Payment shall be processed in accordance with the City's standard accounts payable procedure.

To ensure administrative consistency, all billing shall be processed on a mid-quarterly or quarterly basis. Regardless of the number of class sessions held within a quarter, the Consultant shall submit one comprehensive invoice for all services rendered during the midway point of the quarter or for the entirety of the quarter.

Invoicing Window: The Consultant is authorized to submit their invoice beginning at the midway point of the quarter or at the final week of the quarter. Please see Table A and Table B below for dates.

Payment of Invoice: Payment of all submitted invoices shall be processed in accordance with the City's standard accounts payable procedure, which could take one to two weeks.

Table A:

2026 – 2027 Sessions	Invoice Submission Dates
Summer 2026 Session A	August 17 – August 20
Summer 2026 Session B	September 28 – October 1
Fall 2026 Session A	November 16 – November 19
Fall 2026 Session B	December 14 – December 17
Winter 2026 Session A	February 15 – February 18
Winter 2026 Session B	March 29 – April 1
Spring 2027 Session A	May 10 – May 13
Spring 2027 Session B	June 28 – July 1

Table B:

2027 – 2028 Sessions	Invoice Submission Dates
Summer 2027 Session A	August 16 – August 19
Summer 2027 Session B	September 27 – September 30
Fall 2027 Session A	November 15 – November 18
Fall 2027 Session B	December 13 – December 16
Winter 2028 Session A	February 14 – February 17
Winter 2028 Session B	March 27 – March 30
Spring 2028 Session A	May 15 – May 18
Spring 2028 Session B	June 26 – June 30

ATTACHMENT B

CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

This Agreement is made as of the date of execution by the City below by and between the City of Lawndale, California, a municipal corporation, ("City") and Duncan's Soo Bahk Do, a California corporation ("Instructor").

RECITALS

A. Instructor desires to provide four sessions of martial arts classes comprised of one session each summer, fall, winter and spring. Each session will be comprised of approximately eight classes, excluding certain holidays, at the Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, CA 90260. Instructor may use the City facility for the purpose of teaching City approved classes and related activities provided the seasonal schedule is approved by the City.

B. Instructor represents that he/she has all required licenses, permits and approvals required by law to teach the classes at issue at a City facility pursuant to this Agreement.

C. This Agreement will expire on June 30, 2028.

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

1.1. Recitals. The foregoing Recitals are true and correct and incorporated into this Agreement by this reference.

1.2. Submittals to the City. On or before June 30, 2026, the Instructor will provide the following documents to the Community Services Department: a completed W9 form, proof of successful completion of an adult and child CPR and First Aid class, proof of all insurance required, the Live Scan fingerprints and related criminal background checks as required by Section 1.6 of this Agreement, a copy of Instructor's business license, and proof of medical certification as required in Section 1.7 of this Agreement. If Instructor has no staff, Instructor must provide a written statement, in a form approved by the City's Risk Manager, signed under the penalty of perjury confirming that he has no staff in lieu of Worker's Compensation Insurance.

On or before June 30, 2026, Instructor shall provide proof of current First Aid and Adult Child CPR/AED Certification with a completion date no older than two years to the Community Services Department.

On or before June 30, 2026, Instructor shall complete a Live Scan criminal background check as required in Section 1.6 prior to classes under this Agreement beginning.

On or before June 30, 2026, Instructor shall provide test results per Section 1.7 no older than four years to the Community Services Department.

1.3. Term; Arrival and Set-Up.

1.3.1. Instructor may use the City's facility for the time periods described in Recital A, unless terminated earlier as provided in this Agreement. During Instructor's use times Instructor shall have exclusive use of the area designated for his use. Instructor acknowledges and agrees that the City and other third parties will use said area at other times and Instructor may not leave materials, tools, or equipment in the City facility.

1.3.2. The Instructor is solely responsible for the preparation and facility set-up of his/her class and for providing all required tools and equipment.

1.4. Performance. In the event the Instructor must cancel any classes, he must notify the students and the City's Community Services Coordinator at least 48 hours in advance of the classes in question. If Instructor cancels classes, the City will work with the Instructor to make up the same number of classes cancelled prior to the end of that session.

1.5. Responsibilities of the City. The City will notify Instructor, at least 48 hours in advance if possible, if for any reason the City cancels or needs to relocate any class to another location.

1.6. Background Check. Instructor warrants that she/he and all staff of Instructor who may use the City facility to teach a class pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from working with children. In addition, Instructor agrees to provide City with Live Scan fingerprints and the related criminal background check for Instructor and all staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.7. Medical Check. Instructor warrants that she/he and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children has been examined and has been found to be free of communicable tuberculosis within the last two years as required by *Public Resource Code Section 5163*. In addition, Instructor agrees to provide the City with the medical certificate confirming the testing and result for Instructor and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.8. Taking or Using of Photos and Videos of Students. Instructor agrees that she/he and its staff and agents may only make video recordings and take photographs of students of classes provided pursuant to this Agreement after receiving (A) prior written notice from the City's Community Services Coordinator and (B) signed consent forms from the students, or in the case of a student who is a minor, from the students' parent or guardian. Moreover, should the Instructor desire to use the photos or video for any purpose other than personal use, including but not limited to advertising the Instructor's business on flyers or on the internet or social media, such specific purpose must be clearly described in the notice signed by the City and students. Instructor's violation of this section is grounds for immediate termination of this Agreement and Instructor will be barred from contracting with the City for a minimum of three years.

2. PAYMENT FOR SERVICES.

2.1. Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $22,000.00 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $22,000.00 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

2.2. Time of Payment. The City will process payment for the Instructor midway through and at the conclusion of each session, upon City's receipt and verification of signed invoices for classes that have been taught by Instructor. Invoices must be submitted to the City's Community Services Department in a form satisfactory to the City's Director of Finance.

3. GENERAL PROVISIONS.

3.1. Termination.

3.1.1. The City may cancel this Agreement or any of the classes described in this Agreement at any time with or without cause.

3.2. Indemnity. The Instructor agrees to indemnify, hold harmless and defend the City, the City Council, and every officer, employee and agent of the City from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, and omissions of the Instructor and its staff and agents, including any claims and damages arising from the use of unauthorized images (i.e. photographs) of students and their invitees as well as any claims arising in any way in connection with or by Instructor's staff and agents.

3.3. Non-Discrimination. In connection with the use of the City facility at issue in this Agreement, neither the Instructor nor its staff or agents may discriminate against any employee or member of the public because of race, religion, color, sex, or national origin or sexual orientation.

3.4. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by either party or anyone acting on its behalf which are not embodied in this Agreement and that any other agreement or statement not contained in the Agreement is not valid or binding. Any modifications of this Agreement will be effective only if memorialized in a writing signed by both parties.

3.5. Governing Law. This Agreement is governed by the laws of the State of California and any lawsuit or action relating in any way to this Agreement must be filed in Los Angeles County, California.

3.6. Prohibition Against Subcontracting or Assignment. Instructor agrees not to contract with any person or entity to perform in whole or in part in connection with the use of the City facility under this Agreement. Neither this Agreement nor any interest in this Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.7. Independent Contractor. The City will not have any control over the manner, mode, or means by which Instructor performs the classes at the City facility under this Agreement except as described in this Agreement. Instructor will teach the classes as an independent contractor. Instructor will not at any time or in any manner represent that it or any of its employees or staff are employees of City. Instructor represents and warrants that the personnel used to teach the classes in the City facility pursuant to this Agreement are classified by Instructor as employees. In the event that Instructor or any employee of Instructor using the City facility 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 Instructor 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 Instructor or any staff of Instructor used to teach classes at a City facility are employees of the City.

Instructor must not promote classes other than the classes Instructor offers at the City, whether by word of mouth, flyers, or other printed materials, while teaching classes at City facilities.

3.8. Insurance. Unless otherwise stated in writing by the City's Risk Manager, Instructor must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Additionally, the City and each of its officers, employees and agents must be mentioned as additional insureds and each insurance certificate must be accompanied by all applicable additional insured endorsement pages.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered

losses. However, this requirement will not apply if Instructor has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(c) Sexual Misconduct/ Molestation Liability Insurance. A policy of sexual misconduct/molestation liability insurance appropriate to the Instructor's profession, with limits no less than $1,000,000.00 million per occurrence, $2,000,000.00 aggregate.

(d) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis will not be required as Instructor is not required to use an automobile in connection with the use of a City facility under this Agreement. However, Instructor understands that automobile insurance and/or financial responsibility is required on any vehicle operated or parked on California roadways. Instructor agrees that s/he will carry evidence of automobile insurance and/or financial responsibility in her/his vehicle at all times and that proof of same must be provided as specified: when requested by law enforcement; when renewing vehicle registration; when the vehicle is involved in a traffic collision. Accordingly, Instructor agrees that if s/he will be driving a vehicle to commute to or otherwise in connection with the classes provided pursuant to the Agreement, Instructor must comply with the following:

Minimum liability insurance requirements for private passenger vehicles (per California Insurance Code Section 11580.1b):

- $15,000 for injury/death to one person;
- $30,000 for injury/death to more than one person; and
- $5,000 for damage to property.

Liability insurance compensates a person other than the policy holder for personal injury or property damage. Comprehensive or collision insurance does not meet vehicle financial responsibility requirements.

The following are acceptable types of insurance/financial responsibility:

- A motor vehicle liability insurance policy;
- A cash deposit of $35,000 with DMV;
- A DMV issued self-insurance certificate; or
- A surety bond for $35,000 from a company licensed to do business in California.

If the Instructor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Said policies of insurance must not be cancelled without providing 10 days' prior written notice by registered mail to the City. In the event any of the policies of insurance are cancelled or

amended, prior to the cancellation or amendment date, Instructor must submit new evidence of insurance in conformance with this Section to the Director of Community Services. Use of the City facility pursuant to this Agreement may not begin until Instructor has provided City with and City's Risk Manager has approved of the Certificates of Insurance or appropriate insurance binders evidencing the required insurance coverage.

Instructor agrees that the provisions of this Section will not be construed as limiting in any way the extent to which Instructor may be held responsible for the payment of damages to any persons or property resulting from Instructor's activities or the activities of any person or persons for which Instructor is otherwise responsible.

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

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

3.10. Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which portions are declared as severable and 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.

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

3.12. 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, whether legal or equitable, will be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

[SIGNATURES ON NEXT PAGE]

CITY:
City of Lawndale
14717 Burin Avenue
Lawndale, CA. 90260

By: _____
Raylette Felton, Interim City Manager

Date: _____

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

INSTRUCTOR:
Duncan's Soo Bahk Do
2017 Lomita Blvd., #239
Lomita, CA 90717

By: _____
Joshua Duncan
Operating Manager

Date: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Each year during the scope of this Agreement, Consultant shall perform the following work for the City during each session:

1. Develop and provide safe and inclusive martial arts classes to the youth during the Summer, Fall, Winter, and Spring sessions. Each mini session shall be comprised of approximately eight classes, excluding holidays. The City reserves the right to modify the schedule, session lengths, or facility availability as necessary.

2. Consultant is authorized to use the designated City facility for the sole purpose of conducting instructional folklorico classes approved by the City including:

-Instructional classes on traditional Korean Martial Arts self-defense techniques
-Warm up and stretching

No other use is permitted without prior written approval from the City

3. Consultant is responsible for:
-Maintaining participant safety and proper class management
-Supplying necessary instructional equipment
-Leaving facility clean and in good condition
-Storing only authorized items and equipment in City storage room
-Complying with all City policies and safety regulations

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Each quarter during the term of the Agreement, Consultant shall be compensated for 100% of the net class revenues as described in this Agreement; however, not to exceed $22,000.00 per fiscal year. Net revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes.

Upon City's receipt of an approved invoice for each completed session, the City shall pay the Consultant for the work invoiced. Payment shall be processed in accordance with the City's standard accounts payable procedure.

To ensure administrative consistency, all billing shall be processed on a mid-quarterly or quarterly basis. Regardless of the number of class sessions held within a quarter, the Consultant shall submit one comprehensive invoice for all services rendered during the midway point of the quarter or for the entirety of the quarter.

Invoicing Window: The Consultant is authorized to submit their invoice beginning at the midway point of the quarter or at the final week of the quarter. Please see Table A and Table B below for dates.

Payment of Invoice: Payment of all submitted invoices shall be processed in accordance with the City's standard accounts payable procedure, which could take one to two weeks.

Table A:

2026 – 2027 Sessions	Invoice Submission Dates
Summer 2026 Session A	August 17 – August 20
Summer 2026 Session B	September 28 – October 1
Fall 2026 Session A	November 16 – November 19
Fall 2026 Session B	December 14 – December 17
Winter 2026 Session A	February 15 – February 18
Winter 2026 Session B	March 29 – April 1
Spring 2027 Session A	May 10 – May 13
Spring 2027 Session B	June 28 – July 1

Table B:

2027 – 2028 Sessions	Invoice Submission Dates
Summer 2027 Session A	August 16 – August 19
Summer 2027 Session B	September 27 – September 30
Fall 2027 Session A	November 15 – November 18
Fall 2027 Session B	December 13 – December 16
Winter 2028 Session A	February 14 – February 17
Winter 2028 Session B	March 27 – March 30
Spring 2028 Session A	May 15 – May 18
Spring 2028 Session B	June 26 – June 30

ATTACHMENT C

CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

This Agreement is made as of the date of execution by the City below by and between the City of Lawndale, California, a municipal corporation, ("City") and Elysian Arts and Events, LLC, a California corporation ("Instructor").

RECITALS

A. Instructor desires to provide four sessions of performance dance classes comprised of one session each summer, fall, winter and spring. Each session will be comprised of approximately eight classes, excluding certain holidays at the Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, CA 90260. Instructor may use the City facility for the purpose of teaching City approved classes and related activities provided the seasonal schedule is approved by the City.

B. Instructor represents that he/she has all required licenses, permits and approvals required by law to teach the classes at issue at a City facility pursuant to this Agreement.

C. This Agreement will expire on June 30, 2028.

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

1.1. Recitals. The foregoing Recitals are true and correct and incorporated into this Agreement by this reference.

1.2. Submittals to the City. On or before June 30, 2026, the Instructor will provide the following documents to the Community Services Department: a completed W9 form, proof of successful completion of an adult and child CPR and First Aid class within the past two years, proof of all insurance required, the Live Scan fingerprints and related criminal background checks as required by Section 1.6 of the Agreement, a copy of instructor's business license, and proof of medical certification as required in Section 1.7 of this Agreement. If Instructor has no staff, Instructor must provide a written statement, in a form approved by the City's Risk Manager, signed under the penalty of perjury confirming that s/he has no staff in lieu of Worker's Compensation Insurance.

On or before June 30, 2026, Instructor shall provide proof of current First Aid and Adult and Child CPR/AED certification with a completion date no older than two years to the Community Services Department.

On or before June 30, 2026, Instructor will be required to complete a Live Scan criminal background check as required in Section 1.6 prior to classes under this Agreement beginning.

On or before June 30, 2026, Instructor shall provide test results per Section 1.7 no older than four years to the Community Services Department.

1.3. Term; Arrival and Set-Up.

1.3.1. Instructor may use the City's facility for the time periods described in Recital A, unless terminated earlier as provided in this Agreement. During Instructor's use times Instructor shall have exclusive use of the area designated for his/her use. Instructor acknowledges and agrees that the City and other third parties will use said area at other times and Instructor may not leave materials, tools, or equipment in the City facility.

1.3.2. The Instructor is solely responsible for the preparation and facility set-up of her class and for providing all required tools and equipment.

1.4. Performance. In the event the Instructor must cancel any classes, she must notify the students and the City's Community Services Coordinator at least 48 hours in advance of the classes in question. If Instructor cancels classes, the City will work with the Instructor to make up the same number of classes cancelled prior to the end of that session.

1.5. Responsibilities of the City. The City will notify Instructor, at least 48 hours in advance if possible, if for any reason the City cancels or needs to relocate any class to another location.

1.6. Background Check. Instructor warrants that she/he and all staff of Instructor who may use the City facility to teach a class pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from working with children. In addition, Instructor agrees to provide City with Live Scan fingerprints and the related criminal background check for Instructor and all staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.7. Medical Check. Instructor warrants that she/he and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children has been examined and has been found to be free of communicable tuberculosis within the last two years as required by *Public Resource Code Section 5163*. In addition, Instructor agrees to provide the City with the medical certificate confirming the testing and result for Instructor and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.8 Taking or Using of Photos and Videos of Students. Instructor agrees that she/he and its staff and agents may only make video recordings and take photographs of students of classes provided pursuant to this Agreement after receiving (A) prior written notice from the City's Community Services Coordinator and (B) signed consent forms from the students, or in the case of a student who is a minor, from the students' parent or guardian. Moreover, should the Instructor desire to use the photos or video for any purpose other than personal use, including but not limited to advertising the Instructor's business on flyers or on the internet or social media, such specific purpose must be clearly described in the notice signed by the City and students. Instructor's violation of this section is grounds for immediate termination of this Agreement and Instructor will be barred from contracting with the City for a minimum of three years.

2. PAYMENT FOR SERVICES.

2.1. Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $18,000.00 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $18,000.00 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

2.2. Time of Payment. The City will process payment for the Instructor midway through and at the conclusion of each session, upon City's receipt and verification of signed invoices for classes that have been taught by Instructor. Invoices must be submitted to the City's Community Services Department in a form satisfactory to the City's Director of Finance.

3. GENERAL PROVISIONS.

3.1. Termination.

3.1.1. The City may cancel this Agreement or any of the classes described in this Agreement at any time with or without cause.

3.2. Indemnity. The Instructor agrees to indemnify, hold harmless and defend the City, the City Council, and every officer, employee and agent of the City from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, and omissions of the Instructor and its staff and agents, including any claims and damages arising from the use of unauthorized images (i.e. photographs) of students and their invitees as well as any claims arising in any way in connection with or by Instructor's staff and agents.

3.3. Non-Discrimination. In connection with the use of the City facility at issue in this Agreement, neither the Instructor nor its staff or agents may discriminate against any employee or member of the public because of race, religion, color, sex, or national origin or sexual orientation.

3.4. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by either party or anyone acting on its behalf which are not embodied in this Agreement and that any other agreement or statement not contained in the Agreement is not valid or binding. Any modifications of this Agreement will be effective only if memorialized in a writing signed by both parties.

3.5. Governing Law. This Agreement is governed by the laws of the State of California and any lawsuit or action relating in any way to this Agreement must be filed in Los Angeles County, California.

3.6. Prohibition Against Subcontracting or Assignment. Instructor agrees not to contract with any person or entity to perform in whole or in part in connection with the use of the City facility under this Agreement. Neither this Agreement nor any interest in this Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.7. Independent Contractor. The City will not have any control over the manner, mode, or means by which Instructor performs the classes at the City facility under this Agreement except as described in this Agreement. Instructor will teach the classes as an independent contractor. Instructor will not at any time or in any manner represent that it or any of its employees or staff are employees of City. Instructor represents and warrants that the personnel used to teach the classes in the City facility pursuant to this Agreement are classified by Instructor as employees. In the event that Instructor or any employee of Instructor using the City facility 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 Instructor 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 Instructor or any staff of Instructor used to teach classes at a City facility are employees of the City.

Instructor must not promote classes other than the classes Instructor offers at the City, whether by word of mouth, flyers, or other printed materials, while teaching classes at City facilities.

3.8. Insurance. Unless otherwise stated in writing by the City's Risk Manager, Instructor must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Additionally, the City and each of its officers, employees and agents must be mentioned as additional insureds and each insurance certificate must be accompanied by all applicable additional insured endorsement pages.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered

losses. However, this requirement will not apply if Instructor has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(c) Sexual Misconduct/ Molestation Liability Insurance. A policy of sexual misconduct/molestation liability insurance appropriate to the Instructor's profession, with limits no less than $1,000,000.00 million per occurrence plus $2,000,000.00 aggregate.

(d) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis will not be required as Instructor is not required to use an automobile in connection with the use of a City facility under this Agreement. However, Instructor understands that automobile insurance and/or financial responsibility is required on any vehicle operated or parked on California roadways. Instructor agrees that s/he will carry evidence of automobile insurance and/or financial responsibility in her/his vehicle at all times and that proof of same must be provided as specified: when requested by law enforcement; when renewing vehicle registration; when the vehicle is involved in a traffic collision. Accordingly, Instructor agrees that if s/he will be driving a vehicle to commute to or otherwise in connection with the classes provided pursuant to the Agreement, Instructor must comply with the following:

Minimum liability insurance requirements for private passenger vehicles (per California Insurance Code Section 11580.1b):

- $15,000 for injury/death to one person;
- $30,000 for injury/death to more than one person; and
- $5,000 for damage to property.

Liability insurance compensates a person other than the policy holder for personal injury or property damage. Comprehensive or collision insurance does not meet vehicle financial responsibility requirements.

The following are acceptable types of insurance/financial responsibility:

- A motor vehicle liability insurance policy;
- A cash deposit of $35,000 with DMV;
- A DMV issued self-insurance certificate; or
- A surety bond for $35,000 from a company licensed to do business in California.

If the Instructor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Said policies of insurance must not be cancelled without providing 10 days' prior written notice by registered mail to the City. In the event any of the policies of insurance are cancelled or amended, prior to the cancellation or amendment date, Instructor must submit new evidence of

insurance in conformance with this Section to the Director of Community Services. Use of the City facility pursuant to this Agreement may not begin until Instructor has provided City with and City's Risk Manager has approved of the Certificates of Insurance or appropriate insurance binders evidencing the required insurance coverage.

Instructor agrees that the provisions of this Section will not be construed as limiting in any way the extent to which Instructor may be held responsible for the payment of damages to any persons or property resulting from Instructor's activities or the activities of any person or persons for which Instructor is otherwise responsible.

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

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

3.10. Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which portions are declared as severable and 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.

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

3.12. 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, whether legal or equitable, will be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

[SIGNATURES ON NEXT PAGE]

CITY:
City of Lawndale
14717 Burin Avenue
Lawndale, CA. 90260

INSTRUCTOR:
Elysian Arts and Events, LLC
13812 Sandhurst Lane
Santa Ana, CA 92705

By: _____
Raylette Felton, Interim City Manager

By: _____
Kimberley A. Downey
Manager, CEO, CFO and Secretary

Date: _____

Date: _____

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Each year during the scope of this Agreement, Consultant shall perform the following work for the City during each session:

1. Develop and provide safe and inclusive dance classes to the youth during the Summer, Fall, Winter, and Spring sessions. Each session shall be comprised of approximately eight classes, excluding holidays. The City reserves the right to modify the schedule, session lengths, or facility availability as necessary.

2. Consultant is authorized to use the designated City facility for the sole purpose of conducting instructional folklorico classes approved by the City including:

-Introductory ballet, jazz, tap, and hip-hop dance classes
-Warm up and stretching
-Short story times and crafts
-End of session performance

No other use is permitted without prior written approval from the City

3. Consultant is responsible for:
-Maintaining participant safety and proper class management
-Supplying necessary instructional equipment
-Leaving facility clean and in good condition
-Complying with all City policies and safety regulations
-Storing only equipment approved by the Community Services department

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Each quarter during the term of the Agreement, Consultant shall be compensated for 100% of the net class revenues as described in this Agreement; however, not to exceed $18,000.00 per fiscal year. Net revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes.

Upon City's receipt of an approved invoice for each completed session, the City shall pay the Consultant for the work invoiced. Payment shall be processed in accordance with the City's standard accounts payable procedure.

To ensure administrative consistency, all billing shall be processed on a mid-quarterly or quarterly basis. Regardless of the number of class sessions held within a quarter, the Consultant shall submit one comprehensive invoice for all services rendered during the midway point of the quarter or for the entirety of the quarter.

Invoicing Window: The Consultant is authorized to submit their invoice beginning at the midway point of the quarter or at the final week of the quarter. Please see Table A and Table B below for dates.

Payment of Invoice: Payment of all submitted invoices shall be processed in accordance with the City's standard accounts payable procedure, which could take one to two weeks.

Table A:

2026 – 2027 Sessions	Invoice Submission Dates
Summer 2026 Session A	August 17 – August 20
Summer 2026 Session B	September 28 – October 1
Fall 2026 Session A	November 16 – November 19
Fall 2026 Session B	December 14 – December 17
Winter 2026 Session A	February 15 – February 18
Winter 2026 Session B	March 29 – April 1
Spring 2027 Session A	May 10 – May 13
Spring 2027 Session B	June 28 – July 1

Table B:

2027 – 2028 Sessions	Invoice Submission Dates
Summer 2027 Session A	August 16 – August 19
Summer 2027 Session B	September 27 – September 30
Fall 2027 Session A	November 15 – November 18
Fall 2027 Session B	December 13 – December 16
Winter 2028 Session A	February 14 – February 17
Winter 2028 Session B	March 27 – March 30
Spring 2028 Session A	May 15 – May 18
Spring 2028 Session B	June 26 – June 30

ATTACHMENT D

CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

This Agreement is made as of the date of execution by the City below by and between the City of Lawndale, California, a municipal corporation, ("City") and Just Dance Company, LLC, a California corporation ("Instructor").

RECITALS

A. Instructor desires to provide four sessions of youth gymnastics, dance and art classes comprised of four sessions each summer, fall, winter and spring. Each session will be comprised of approximately ten classes, excluding certain holidays, at the Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, California 90260. Instructor may use the City facility for the purpose of teaching City approved classes and related activities provided the season schedule is approved by the City.

B. Instructor represents that he/she has all required licenses, permits and approvals required by law to teach the classes at issue at a City facility pursuant to this Agreement.

C. This Agreement will expire on June 30, 2028.

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

1.1. Recitals. The foregoing Recitals are true and correct and incorporated into this Agreement by this reference.

1.2. Submittals to the City. On or before June 30, 2026, the Instructor will provide the following documents to the Community Services Department: a completed W9 form, proof of successful completion of an adult and child CPR and First Aid class within the last two years, proof of all insurance required, the Live Scan fingerprints and related criminal background checks as required by Section 1.6 of this Agreement, a copy of Instructor's business license, and proof of medical certification as required in Section 1.7 of this Agreement. If Instructor has no staff, Instructor must provide a written statement, in a form approved by the City's Risk Manager, signed under the penalty of perjury confirming that she has no staff in lieu of Worker's Compensation Insurance.

On or before June 30, 2026, Instructor shall provide proof of current adult and child CPR/AED and First Aid Certification with a completion date no older than two years to the Community Services Department.

On or before June 30, 2026,, Instructor will be required to complete a successful Live Scan criminal background check as required in Section 1.6 of this Agreement.

On or before June 30, 2026,, Instructor shall provide test results per Section 1.7 no older than four years to the Community Services Department.

1.3. Term; Arrival and Set-Up.

1.3.1. Instructor may use the City's facility for the time periods described in Recital A, unless terminated earlier as provided in this Agreement. During Instructor's use times Instructor shall have exclusive use of the area designated for her use. Instructor acknowledges and agrees that the City and other third parties will use said area at other times and Instructor may not leave materials, tools, or equipment in the City facility.

1.3.2. The Instructor is solely responsible for the preparation and facility set-up of her class and for providing all required tools and equipment.

1.4. Performance. In the event the Instructor must cancel any classes, she must notify the students and the City's Community Services Coordinator at least 48 hours in advance of the classes in question. If Instructor cancels classes, the City will work with the Instructor to make up the same number of classes cancelled prior to the end of that session.

1.5. Responsibilities of the City. The City will notify Instructor, at least 48 hours in advance if possible, if for any reason the City cancels or needs to relocate any class to another location.

1.6. Background Check. Instructor warrants that she/he and all staff of Instructor who may use the City facility to teach a class pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from working with children. In addition, Instructor agrees to provide City with Live Scan fingerprints and the related criminal background check for Instructor and all staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.7. Medical Check. Instructor warrants that she/he and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children has been examined and has been found to be free of communicable tuberculosis within the last two years as required by *Public Resource Code Section 5163*. In addition, Instructor agrees to provide the City with the medical certificate confirming the testing and result for Instructor and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.8. Taking or Using of Photos and Videos of Students. Instructor agrees that she/he and its staff and agents may only make video recordings and take photographs of students of classes provided pursuant to this Agreement after receiving (A) prior written notice from the City's Community Services Coordinator and (B) signed consent forms from the students, or in the case of a student who is a minor, from the students' parent or guardian. Moreover, should the Instructor desire to use the photos or video for any purpose other than personal use, including but not limited to advertising the Instructor's business on flyers or on the internet or social media, such specific purpose must be clearly described in the notice signed by the City and students. Instructor's violation of this section is grounds for immediate termination of this Agreement and Instructor will be barred from contracting with the City for a minimum of three years.

2. PAYMENT FOR SERVICES.

2.1. Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $35,000.00 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $35,000.00 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

2.1. Time of Payment. The City will process payment for the Instructor midway through and at the conclusion of each session, upon City's receipt and verification of signed invoices for classes that have been taught by Instructor. Invoices must be submitted to the City's Community Services Department in a form satisfactory to the City's Director of Finance.

3. GENERAL PROVISIONS.

3.1. Termination.

3.1.1. The City may cancel this Agreement or any of the classes described in this Agreement at any time with or without cause.

3.2. Indemnity. The Instructor agrees to indemnify, hold harmless and defend the City, the City Council, and every officer, employee and agent of the City from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, and omissions of the Instructor and its staff and agents, including any claims and damages arising from the use of unauthorized images (i.e. photographs) of students and their invitees as well as any claims arising in any way in connection with or by Instructor's staff and agents.

3.3. Non-Discrimination. In connection with the use of the City facility at issue in this Agreement, neither the Instructor nor its staff or agents may discriminate against any employee or member of the public because of race, religion, color, sex, or national origin or sexual orientation.

3.4. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by either party or anyone acting on its behalf which are not embodied in this Agreement and that any other agreement or statement not contained in the Agreement is not valid or binding. Any modifications of this Agreement will be effective only if memorialized in a writing signed by both parties.

3.5. Governing Law. This Agreement is governed by the laws of the State of California and any lawsuit or action relating in any way to this Agreement must be filed in Los Angeles County, California.

3.6. Prohibition Against Subcontracting or Assignment. Instructor agrees not to contract with any person or entity to perform in whole or in part in connection with the use of the City facility under this Agreement. Neither this Agreement nor any interest in this Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.7. Independent Contractor. The City will not have any control over the manner, mode, or means by which Instructor performs the classes at the City facility under this Agreement except as described in this Agreement. Instructor will teach the classes as an independent contractor. Instructor will not at any time or in any manner represent that it or any of its employees or staff are employees of City. Instructor represents and warrants that the personnel used to teach the classes in the City facility pursuant to this Agreement are classified by Instructor as employees. In the event that Instructor or any employee of Instructor using the City facility 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 Instructor 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 Instructor or any staff of Instructor used to teach classes at a City facility are employees of the City.

Instructor must not promote classes other than the classes Instructor offers at the City, whether by word of mouth, flyers, or other printed materials, while teaching classes at City facilities.

3.8. Insurance. Unless otherwise stated in writing by the City's Risk Manager, Instructor must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Additionally, the City and each of its officers, employees and agents must be mentioned as additional insureds and each insurance certificate must be accompanied by all applicable additional insured endorsement pages.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered

losses. However, this requirement will not apply if Instructor has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(c) Sexual Misconduct/ Molestation Liability Insurance. A policy of sexual misconduct/molestation liability insurance appropriate to the Instructor's profession, with limits no less than $1,000,000.00 million per occurrence, $2,000,000.00 aggregate.

(d) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis will not be required as Instructor is not required to use an automobile in connection with the use of a City facility under this Agreement. However, Instructor understands that automobile insurance and/or financial responsibility is required on any vehicle operated or parked on California roadways. Instructor agrees that s/he will carry evidence of automobile insurance and/or financial responsibility in her/his vehicle at all times and that proof of same must be provided as specified: when requested by law enforcement; when renewing vehicle registration; when the vehicle is involved in a traffic collision. Accordingly, Instructor agrees that if s/he will be driving a vehicle to commute to or otherwise in connection with the classes provided pursuant to the Agreement, Instructor must comply with the following:

Minimum liability insurance requirements for private passenger vehicles (per California Insurance Code Section 11580.1b):

- $15,000 for injury/death to one person;
- $30,000 for injury/death to more than one person; and
- $5,000 for damage to property.

Liability insurance compensates a person other than the policy holder for personal injury or property damage. Comprehensive or collision insurance does not meet vehicle financial responsibility requirements.

The following are acceptable types of insurance/financial responsibility:

- A motor vehicle liability insurance policy;
- A cash deposit of $35,000 with DMV;
- A DMV issued self-insurance certificate; or
- A surety bond for $35,000 from a company licensed to do business in California.

If the Instructor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Said policies of insurance must not be cancelled without providing 10 days' prior written notice by registered mail to the City. In the event any of the policies of insurance are cancelled or amended, prior to the cancellation or amendment date, Instructor must submit new evidence of

insurance in conformance with this Section to the Director of Community Services. Use of the City facility pursuant to this Agreement may not begin until Instructor has provided City with and City's Risk Manager has approved of the Certificates of Insurance or appropriate insurance binders evidencing the required insurance coverage.

Instructor agrees that the provisions of this Section will not be construed as limiting in any way the extent to which Instructor may be held responsible for the payment of damages to any persons or property resulting from Instructor's activities or the activities of any person or persons for which Instructor is otherwise responsible.

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

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

3.10. Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which portions are declared as severable and 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.

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

3.12. 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, whether legal or equitable, will be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

[SIGNATURES ON NEXT PAGE]

CITY:
City of Lawndale
14717 Burin Avenue
Lawndale, CA. 90260

By: _____
Raylette Felton, Interim City Manager

Date: _____

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

INSTRUCTOR:
Just Dance Company, LLC
2015 Redondo Beach Blvd., #G
Gardena, CA 90249

By: _____
JaVonda Jones
Manager, Single Member

Date: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Each year during the scope of this Agreement, Consultant shall perform the following work for the City during each session:

1. Develop and provide safe and inclusive gymnastic, dance, and art classes to the youth during the Summer, Fall, Winter, and Spring sessions. Each session shall be approximately ten classes, excluding holidays. The City reserves the right to modify the schedule, session lengths, or facility availability as necessary.

2. Consultant is authorized to use the designated City facility for the sole purpose of conducting instructional gymnastics, dance, and art classes approved by the City including:

-Teaching foundational motor skills, balance, and coordination
-Tumbling and floor exercises
-Stretching and conditioning
-Age-appropriate gymnastics activities
-Culturally enriching art skills with multiple media forms

No other use is permitted without prior written approval from the City

3. Consultant is responsible for:
-Maintaining participant safety and proper class management
-Supplying necessary instructional equipment
-Leaving facility clean and in good condition
-Complying with all City policies and safety regulations
-Storing only equipment approved by the Community Services department

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Each quarter during the term of the Agreement, Consultant shall be compensated for 100% of the net class revenues as described in this Agreement; however, not to exceed $35,000.00 per fiscal year. Net revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes.

Upon City's receipt of an approved invoice for each completed session, the City shall pay the Consultant for the work invoiced. Payment shall be processed in accordance with the City's standard accounts payable procedure.

To ensure administrative consistency, all billing shall be processed on a mid-quarterly or quarterly basis. Regardless of the number of class sessions held within a quarter, the Consultant shall submit one comprehensive invoice for all services rendered during the midway point of the quarter or for the entirety of the quarter.

Invoicing Window: The Consultant is authorized to submit their invoice beginning at the midway point of the quarter or at the final week of the quarter. Please see Table A and Table B below for dates.

Payment of Invoice: Payment of all submitted invoices shall be processed in accordance with the City's standard accounts payable procedure, which could take one to two weeks.

Table A:

2026 – 2027 Sessions	Invoice Submission Dates
Summer 2026 Session A	August 17 – August 20
Summer 2026 Session B	September 28 – October 1
Fall 2026 Session A	November 16 – November 19
Fall 2026 Session B	December 14 – December 17
Winter 2026 Session A	February 15 – February 18
Winter 2026 Session B	March 29 – April 1
Spring 2027 Session A	May 10 – May 13
Spring 2027 Session B	June 28 – July 1

Table B:

2027 – 2028 Sessions	Invoice Submission Dates
Summer 2027 Session A	August 16 – August 19
Summer 2027 Session B	September 27 – September 30
Fall 2027 Session A	November 15 – November 18
Fall 2027 Session B	December 13 – December 16
Winter 2028 Session A	February 14 – February 17
Winter 2028 Session B	March 27 – March 30
Spring 2028 Session A	May 15 – May 18
Spring 2028 Session B	June 26 – June 30

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim Executive Officer
PREPARED BY:	Jason Minter, Community Services Director
SUBJECT:	**Second Amendment to Agreement with Just Dance Company, LLC**

BACKGROUND

Prior to the start of FY2024-2025, staff brought forward a request to City Council to approve a two-year agreement with Just Dance Company, LLC, for the provision of youth gymnastics classes in the Harold E. Hofmann Community Center. The agreement included an annual not-to-exceed amount of $20,000 per fiscal year.

In Fiscal Year 2024-25, Just Dance Classes finished the year with 499 total enrollments and 140 hours of facility usage. This equated to just under $20,000 for the fiscal year.

In Fiscal Year 2025-26, Just Dance Classes have already completed 561 enrollments, and are on pace to have nearly 800 enrollments and 180 hours of usage through the end of the Spring classes in June.

STAFF REVIEW

Due to the popularity of the Just Dance Company gymnastics classes, the contract will be eclipsing the not-to-exceed amount for Fiscal Year 2025-26, including the additional $7,500 increase that was approved by City Council in the First Amendment on April 6, 2026. The current projections will include revenue for each enrollment as well as additional revenue for each hour of facility use. Staff have prepared the Second Amendment to the agreement with Just Dance Company, LLC, to increase the not-to-exceed amount of the agreement from $27,500 to $31,000 for FY2025-26 (Attachment A).

Staff have been very pleased with the growth of the Just Dance Company gymnastics classes and are continuing work with them to find ways to reach more youth in the community. Just Dance Company Manager JaVonda Jones continues to work with the Community Services Department by supporting not only the classes but through the City's Special Events as well. Just Dance Company dancers have performed at the City's Blues Festival, the Angel Tree Lighting Event, and the Heart and Soul Music Festival.

LEGAL REVIEW

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

FISCAL IMPACT

Contract Services funds are available in the Community Services Department's operating budget for Fiscal Year 2025-26. No additional budget amendment is needed.

RECOMMENDATION

Staff Recommend that the City Council approve the Second Amendment to the Contract Services Agreement with Just Dance Company, LLC, for Gymnastics Classes increasing the not to exceed amount from $27,500 to $31,000 for Fiscal Year 2025-26.

Attachments

A. Lawndale - Just Dance Company Second Amendment 6.15.pdf

B. Amendment No. 1 & Original Agreement

ATTACHMENT A

SECOND AMENDMENT TO AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

This SECOND AMENDMENT TO THE AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES (the "Second Amendment") is made and entered into on June 15, 2026, by and between the CITY OF LAWNDALE, a municipal corporation ("City") and Just Dance Company, LLC, a California corporation ("Instructor"). City and Instructor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City and Instructor entered into an agreement, effective July 10, 2024 ("Agreement") for four sessions of youth gymnastics classes each year, including summer, fall, winter and spring sessions, at the Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, CA 90260. The Agreement is for a Term of two years, expiring on June 30, 2026, with a maximum compensation of $20,000 per fiscal year.

B. In FY 2025-2026 the classes had higher enrollments than anticipated. A First Amendment was approved by City Council on April 6, 2026, in the amount of $7,500 for FY 2025-26.

C. The Parties now desire to amend the Agreement to increase compensation for FY 2025-26 by an additional $3,500 to bring the not-to-exceed amount up to $31,000 for the remainder of the fiscal year.

AMENDMENT

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

1. Section 2.1 of the Agreement, Basic Fee Amount, is amended to read:

   The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $31,000 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $31,000 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

MISCELLANEOUS PROVISIONS

2. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

3. 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.

4. Counterparts, Facsimile or other Electronic Signatures. This Second 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 Second 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.

5. Severability. If any term, condition or covenant of this Second Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Second Amendment will not be affected and the Second 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"
City of Lawndale, a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

Date: _____

"INSTRUCTOR"
Just Dance Company, LLC

By: _____
JaVonda Jones, Manager/Sole Member

Date: _____

ATTEST

By: _____
Erica Harbison, City Clerk

APPROVED AS TO FORM
Burke, Williams & Sorensen LLP

By: _____
Gregory M. Murphy, City Attorney

ATTACHMENT B

Docusign Envelope ID: F53E7771-015E-8909-8357-B1C6560B9054

Docusign Envelope ID: DFFF752C-63ED-81D6-81E6-07427B9280DC

FIRST AMENDMENT TO AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

This FIRST AMENDMENT TO THE AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES (the "First Amendment") is made and entered into on April 6, 2026, by and between the CITY OF LAWNDALE, a municipal corporation ("City") and Just Dance Company, LLC, a California corporation ("Instructor"). City and Instructor may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City and Instructor entered into an agreement, effective July 10, 2024 ("Agreement") for four sessions of youth gymnastics classes each year, including summer, fall, winter and spring sessions, at the Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, CA 90260. The Agreement is for a Term of two years, expiring on June 30, 2026, with a maximum compensation of $20,000 per fiscal year.

B. In FY 2025-2026 the classes had higher enrollments than anticipated. Therefore, the City will expend an additional $7,500 for FY 2025-26.

C. The Parties now desire to amend the Agreement to increase compensation for fiscal year 2025/26 to an amount not-to-exceed $27,500.

AMENDMENT

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

1. Section 2.1 of the Agreement, Basic Fee Amount, is amended to read:

The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $27,500 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $27,500 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

MISCELLANEOUS PROVISIONS

2. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

3. 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.

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Docusign Envelope ID: DFFF752C-63ED-81D6-81E6-07427B9280DC

4. 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.

5. 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"
City of Lawndale, a municipal corporation

By: R Pullen-Miles
Robert Pullen-Miles, Mayor

Date: 4-14-26

"INSTRUCTOR"
Just Dance Company, LLC

DocuSigned by:
By: 74F5A3229C8841A...
JaVonda Jones, Manager/Sole Member

Date: 4/8/2026

ATTEST

Signed by:
By: Erica Harbison
BA88C7D8BB88427...
Erica Harbison, City Clerk

APPROVED AS TO FORM
Burke, Williams & Sorensen LLP

Signed by:
By: Gregory M. Murphy
6EDF820A931F412...
Gregory M. Murphy, City Attorney

CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

This Agreement is made as of the date of execution by the City below by and between the City of Lawndale, California, a municipal corporation, ("City") and Just Dance Company, LLC, a California corporation ("Instructor").

RECITALS

A. Instructor desires to provide four sessions of youth gymnastics classes comprised of four sessions each summer, fall, winter and spring. Each session will be comprised of approximately ten classes, excluding certain holidays, at the Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, California 90260. Instructor may use the City facility for the purpose of teaching City approved classes and related activities provided the season schedule is approved by the City.

B. Instructor represents that he/she has all required licenses, permits and approvals required by law to teach the classes at issue at a City facility pursuant to this Agreement.

C. This Agreement will expire on June 27, 2026.

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

1.1. Recitals. The foregoing Recitals are true and correct and incorporated into this Agreement by this reference.

1.2. Submittals to the City. On or before August 5, 2024, the Instructor will provide the following documents to the Community Services Department: a completed W9 form, proof of successful completion of an adult and child CPR and First Aid class within the last two years, proof of all insurance required, the Live Scan fingerprints and related criminal background checks as required by Section 1.6 of this Agreement, a copy of Instructor's business license, and proof of medical certification as required in Section 1.7 of this Agreement. If Instructor has no staff, Instructor must provide a written statement, in a form approved by the City's Risk Manager, signed under the penalty of perjury confirming that she has no staff in lieu of Worker's Compensation Insurance.

On or before October 3, 2024, Instructor shall provide proof of current adult and child CPR/AED and First Aid Certification with a completion date no older than two years to the Community Services Department.

On or before October 3, 2024, Instructor will be required to complete a successful Live Scan criminal background check as required in Section 1.6 of this Agreement.

On or before October 3, 2024, Instructor shall provide test results per Section 1.7 no older than four years to the Community Services Department.

1.3. Term; Arrival and Set-Up.

1.3.1. Instructor may use the City's facility for the time periods described in Recital A, unless terminated earlier as provided in this Agreement. During Instructor's use times Instructor shall have exclusive use of the area designated for her use. Instructor acknowledges and agrees that the City and other third parties will use said area at other times and Instructor may not leave materials, tools, or equipment in the City facility.

1.3.2. The Instructor is solely responsible for the preparation and facility set-up of her class and for providing all required tools and equipment.

1.4. Performance. In the event the Instructor must cancel any classes, she must notify the students and the City's Community Services Coordinator at least 48 hours in advance of the classes in question. If Instructor cancels classes, the City will work with the Instructor to make up the same number of classes cancelled prior to the end of that session.

1.5. Responsibilities of the City. The City will notify Instructor, at least 48 hours in advance if possible, if for any reason the City cancels or needs to relocate any class to another location.

1.6. Background Check. Instructor warrants that she/he and all staff of Instructor who may use the City facility to teach a class pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from working with children. In addition, Instructor agrees to provide City with Live Scan fingerprints and the related criminal background check for Instructor and all staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.7. Medical Check. Instructor warrants that she/he and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children has been examined and has been found to be free of communicable tuberculosis within the last two years as required by *Public Resource Code Section 5163*. In addition, Instructor agrees to provide the City with the medical certificate confirming the testing and result for Instructor and any staff of Instructor who may provide services pursuant to this Agreement who may have contact with children.

1.8. Taking or Using of Photos and Videos of Students. Instructor agrees that she/he and its staff and agents may only make video recordings and take photographs of students of classes provided pursuant to this Agreement after receiving (A) prior written notice from the City's Community Services Coordinator and (B) signed consent forms from the students, or in the case of a student who is a minor, from the students' parent or guardian. Moreover, should the Instructor desire to use the photos or video for any purpose other than personal use, including but not limited to advertising the Instructor's business on flyers or on the internet or social media, such specific purpose must be clearly described in the notice signed by the City and students. Instructor's violation of this section is grounds for immediate termination of this Agreement and Instructor will be barred from contracting with the City for a minimum of three years.

2. PAYMENT FOR SERVICES.

2.1. Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $20,000.00 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $20,000.00 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

2.1. Time of Payment. The City will process payment for the Instructor midway through and at the conclusion of each session, upon City's receipt and verification of signed invoices for classes that have been taught by Instructor. Invoices must be submitted to the City's Community Services Department in a form satisfactory to the City's Director of Finance.

3. GENERAL PROVISIONS.

3.1. Termination.

3.1.1. The City may cancel this Agreement or any of the classes described in this Agreement at any time with or without cause.

3.2. Indemnity. The Instructor agrees to indemnify, hold harmless and defend the City, the City Council, and every officer, employee and agent of the City from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, and omissions of the Instructor and its staff and agents, including any claims and damages arising from the use of unauthorized images (i.e. photographs) of students and their invitees as well as any claims arising in any way in connection with or by Instructor's staff and agents.

3.3. Non-Discrimination. In connection with the use of the City facility at issue in this Agreement, neither the Instructor nor its staff or agents may discriminate against any employee or member of the public because of race, religion, color, sex, or national origin or sexual orientation.

3.4. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, or agreements, orally or otherwise, have been made by either party or anyone acting on its behalf which are not embodied in this Agreement and that any other agreement or statement not contained in the Agreement is not valid or binding. Any modifications of this Agreement will be effective only if memorialized in a writing signed by both parties.

3.5. Governing Law. This Agreement is governed by the laws of the State of California and any lawsuit or action relating in any way to this Agreement must be filed in Los Angeles County, California.

3.6. Prohibition Against Subcontracting or Assignment. Instructor agrees not to contract with any person or entity to perform in whole or in part in connection with the use of the City facility under this Agreement. Neither this Agreement nor any interest in this Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.7. Independent Contractor. The City will not have any control over the manner, mode, or means by which Instructor performs the classes at the City facility under this Agreement except as described in this Agreement. Instructor will teach the classes as an independent contractor. Instructor will not at any time or in any manner represent that it or any of its employees or staff are employees of City. Instructor represents and warrants that the personnel used to teach the classes in the City facility pursuant to this Agreement are classified by Instructor as employees. In the event that Instructor or any employee of Instructor using the City facility 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 Instructor 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 Instructor or any staff of Instructor used to teach classes at a City facility are employees of the City.

Instructor must not promote classes other than the classes Instructor offers at the City, whether by word of mouth, flyers, or other printed materials, while teaching classes at City facilities.

3.8. Insurance. Unless otherwise stated in writing by the City's Risk Manager, Instructor must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Additionally, the City and each of its officers, employees and agents must be mentioned as additional insureds and each insurance certificate must be accompanied by all applicable additional insured endorsement pages.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered

losses. However, this requirement will not apply if Instructor has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(c) Sexual Misconduct/ Molestation Liability Insurance. A policy of sexual misconduct/molestation liability insurance appropriate to the Instructor's profession, with limits no less than $1,000,000.00 million per occurrence, $2,000,000.00 aggregate.

(d) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis will not be required as Instructor is not required to use an automobile in connection with the use of a City facility under this Agreement. However, Instructor understands that automobile insurance and/or financial responsibility is required on any vehicle operated or parked on California roadways. Instructor agrees that s/he will carry evidence of automobile insurance and/or financial responsibility in her/his vehicle at all times and that proof of same must be provided as specified: when requested by law enforcement; when renewing vehicle registration; when the vehicle is involved in a traffic collision. Accordingly, Instructor agrees that if s/he will be driving a vehicle to commute to or otherwise in connection with the classes provided pursuant to the Agreement, Instructor must comply with the following:

Minimum liability insurance requirements for private passenger vehicles (per California Insurance Code Section 11580.1b):

- $15,000 for injury/death to one person;
- $30,000 for injury/death to more than one person; and
- $5,000 for damage to property.

Liability insurance compensates a person other than the policy holder for personal injury or property damage. Comprehensive or collision insurance does not meet vehicle financial responsibility requirements.

The following are acceptable types of insurance/financial responsibility:

- A motor vehicle liability insurance policy;
- A cash deposit of $35,000 with DMV;
- A DMV issued self-insurance certificate; or
- A surety bond for $35,000 from a company licensed to do business in California.

If the Instructor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Said policies of insurance must not be cancelled without providing 10 days' prior written notice by registered mail to the City. In the event any of the policies of insurance are cancelled or amended, prior to the cancellation or amendment date, Instructor must submit new evidence of

insurance in conformance with this Section to the Director of Community Services. Use of the City facility pursuant to this Agreement may not begin until Instructor has provided City with and City's Risk Manager has approved of the Certificates of Insurance or appropriate insurance binders evidencing the required insurance coverage.

Instructor agrees that the provisions of this Section will not be construed as limiting in any way the extent to which Instructor may be held responsible for the payment of damages to any persons or property resulting from Instructor's activities or the activities of any person or persons for which Instructor is otherwise responsible.

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

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

3.10. Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which portions are declared as severable and 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.

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

3.12. 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, whether legal or equitable, will be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

[SIGNATURES ON NEXT PAGE]

CITY:
City of Lawndale
14717 Burin Avenue
Lawndale, CA. 90260

By: _____
Robert Pullen-Miles, Mayor

Date: _____

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

INSTRUCTOR:
Just Dance Company, LLC
2015 Redondo Beach Blvd., #G
Gardena, CA 90249

By: _____
JaVonda Jones
Manager, Single Member

Date: 7/9/2024

Date: 8/5/24

CITY OF LAWNDALE

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

DATE: June 15, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **City Council Meeting Schedule for Independence Day and Labor Day Holidays**

BACKGROUND

The City Council has in the past expressed an option to cancel City Council meetings that are close to or occur on City observed holidays and for which no pressing business is anticipated. In addition, advance approval of the cancellation or rescheduling of City Council meetings allows the City Council, the public and staff to adequately plan and schedule agenda items for future meeting dates.

At the November 3, 2026, City Council meeting the City Council reviewed the 2026 calendar of City Council meeting dates. At this meeting, the City Council requested that staff bring back the meeting schedule for Council's consideration of rescheduling or canceling two meetings due to the Independence Day and Labor Day holidays.

STAFF REVIEW

The following City Council meeting dates are close to or occur on a City observed holiday and will need to be canceled with the City Council's approval:

- Monday, July 6, 2026, due to Independence Day on Saturday, July 4, 2026
- Monday, September 7, 2026, due to Labor Day

The City Council may wish to consider rescheduling some, or all, of the above-referenced meetings to the next day (Tuesday).

A review of the upcoming agenda items by staff found no pressing agenda items for the meetings listed above. At this time, canceling the meetings will not present any impact to operations or City business. If canceled, staff would ensure that necessary business is addressed at meetings prior to or following the canceled meeting(s) and plan accordingly. If unforeseen urgent business needs to be addressed, a special meeting could always be called if the City Council does decide to cancel one or more of the scheduled meetings.

LEGAL REVIEW

The City Attorney has reviewed and approved this report.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council:

1. Cancel the regularly scheduled City Council meetings on July 6, 2026, and September 7, 2026, due to City-observed holidays; or
2. Cancel the regularly scheduled City Council meetings on July 6, 2026, and September 7, 2026, and reschedule some, or all, of the meetings to the following day (Tuesday); or
3. Provide the Interim City Manager and staff with alternative direction.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Lucho Rodriguez, Public Works Director
PREPARED BY:	Grace Huizar, Senior Management Analyst
SUBJECT:	**Authorize Agreement with SMART Compliance, LLC for SB 1383 Compliance Management Software and Support Services**

BACKGROUND

Senate Bill (SB) 1383 established statewide regulations requiring jurisdictions to implement and document extensive organics recycling, edible food recovery, contamination monitoring, education and outreach, inspection, enforcement, and annual reporting activities. The regulations require cities to maintain detailed records demonstrating compliance with numerous State mandates, including route reviews, container contamination monitoring, generator inspections, waiver tracking, Notices of Violation (NOVs), edible food recovery program implementation, and annual reporting to CalRecycle. Failure to maintain adequate documentation or demonstrate compliance may expose the City to State enforcement actions and administrative penalties.

Currently, the City relies heavily on our Republic Services to provide commercial service level data and compliance-related information. While Republic Services maintains its own internal tracking systems, City staff does not have direct access to the hauler's software platform or underlying compliance data. As a result, the City's ability to independently track compliance activities, conduct detailed data analysis, maintain defensible Implementation Records, and efficiently manage inspections and enforcement activities is limited. In addition, the City currently relies on manual tracking methods, spreadsheets, and separate record-keeping systems that are time-consuming and increase the risk of incomplete documentation during a CalRecycle audit or compliance review. The implementation of a dedicated SB 1383 compliance software platform would provide the City with direct access to compliance data, centralized record-keeping capabilities, and improved operational efficiency in managing the City's SB 1383 program requirements.

STAFF REVIEW

Staff reviewed proposals from three vendors that provide SB 1383 compliance management software: SMART1383 by SMART Compliance (Attachment 1), Minerva by MSW Consultants (Attachment 2), and Routeware/Recyclist (Attachment 3). Each software platform is designed to help jurisdictions track compliance activities, maintain required records, and prepare regulatory reports. Staff evaluated each proposal based on cost, software features, reporting capabilities, route review and inspection tools, enforcement tracking, data management, and the ability to support the City's long-term SB 1383 compliance needs. While all three systems offer compliance tracking and reporting functions, they differ significantly in cost, functionality, and overall operational capabilities.

Minerva offers strong SB 1383 compliance tracking, reporting, record-keeping, and data analysis at the lowest annual cost of the three proposals. The software is especially beneficial for jurisdictions that work with multiple waste haulers and have complex commercial service arrangements. Because the City of Lawndale is served by a single franchise hauler, many of these advanced multi-hauler features are not necessary for the City's operations. While Minerva provides excellent reporting and data management tools, it is more focused on compliance tracking than on supporting field activities such as route reviews, inspections, and enforcement efforts.

SMART1383 was determined to be the best overall fit for the City's operational goals and compliance program needs. In addition to comprehensive SB 1383 Reporting and Implementation Record functionality, SMART1383 includes integrated tools specifically designed for route reviews, contamination monitoring, inspections, waiver tracking, Notices of Violation, enforcement activities, edible food recovery tracking, GIS-integrated field applications, and task management. The system allows field staff to document inspections and route reviews in real time using mobile-friendly applications, upload photographs directly into the system, generate standardized enforcement notices, track follow-up actions, and automatically store records within the City's Implementation Record. The platform also streamlines Electronic Annual Reporting (EAR) requirements by automatically organizing and compiling compliance-related activities and supporting documentation.

Routeware/Recyclist is a large-scale compliance and operational management platform that offers structured implementation services and compliance tracking features. However, the proposal includes the highest annual cost of the three systems, additional potential implementation and integration costs, and functionality that exceeds the City's current operational needs.

The following table summarizes the key features and costs associated with each proposal:

Vendor	One-Time Setup Cost	Annual Subscription Cost	Five-Year Cost	Included Data Imports	Notable Features
Minerva (MSW Consultants)	Waived (5-Year Option)	$17,000	**$85,000**	Up to weekly imports	Compliance dashboards, Implementation Record, EAR metrics, generator compliance tracking, edible food recovery tracking
SMART Compliance (SMART1383)	Waived (5-Year Option)	$20,000	**$100,000**	Up to 12 imports annually (weekly imports requested)	Route reviews, inspections, enforcement tracking, Implementation Record, EAR reporting, GIS integration, task management, edible food recovery tracking
Routeware (Recyclist)	$5,000	$28,296	**$146,480**	4 prepaid imports annually	Compliance tracking, reporting, implementation services, training, project management, enterprise platform

* Five-year cost reflects the pricing option proposed by each vendor. SMART Compliance and Minerva waive their setup fees under their respective five-year subscription options.

Although Minerva offers the lowest annual subscription cost, SMART1383 provides significantly enhanced functionality related to route reviews, inspections, contamination monitoring, enforcement tracking, task management, and automated record-keeping. Given the City's planned expansion of SB 1383 inspection and enforcement activities, staff believes the additional $3,000 annually represents a reasonable investment that will improve operational efficiency, strengthen compliance documentation, and better support long-term program management.

The SMART1383 compliance software subscription is proposed as a five-year agreement at an annual cost of $20,000 per year, for a total five-year cost of $100,000. The proposal also includes a waived one-time setup fee under the five-year subscription option. Funding for the software subscription and implementation will be provided through the Solid Waste AB 939 Revenue Fund 276.

Staff recommends a five-year subscription term because SB 1383 compliance is an ongoing State-mandated program requiring long-term data collection, trend analysis, record-keeping, inspections, contamination monitoring, waiver tracking, enforcement documentation, and annual reporting. Establishing a consistent software platform over multiple years will allow the City to develop reliable historical compliance records, maintain continuity in data tracking, and create a defensible Implementation Record for future CalRecycle audits and compliance reviews. Other cities that utilize SMART Compliance include City of Culver City, City of Downey, City of Burbank, City of Oxnard, and City of Beverly Hills.

A longer-term agreement also provides operational stability by allowing staff to establish standardized workflows, inspection procedures, and reporting practices without the disruption and inefficiencies associated with transitioning between software systems after a short-term period. In addition, maintaining long-term consistency in route review data, contamination monitoring trends, enforcement activities, and outreach records will improve the City’s ability to evaluate program effectiveness, identify recurring compliance issues, and demonstrate measurable progress toward SB 1383 compliance goals over time.

LEGAL REVIEW

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

FISCAL IMPACT

The total cost of SMART Compliance software is $100,000, which will be paid upfront using the Solid Waste AB 939 Revenue Fund 276 to cover a five-year subscription. Therefore, a budget amendment in account 276-310-530.100 (AB939 Contract Services) is needed. There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve a Professional Services Agreement with SMART Compliance, LLC, in an amount not to exceed $100,000, for the implementation, licensing, support, and maintenance of the SMART1383 compliance tracking and record keeping software platform for a five-year term; and
2. Approve a budget amendment for $100,000 from Fund 276 (AB 939 Funds) to account number 276-310-530.100 Contract Services to fund the purchase, implementation, and ongoing support services associated with the SMART1383 compliance software.

Attachments

ATTACHMENT 1 - SMART 1383 Proposal.pdf

ATTACHMENT 2 - Minerva Compliance Software Proposal.pdf

ATTACHMENT 3 - Routeware - Recyclist Compliance Software Proposal.pdf

ATTACHMENT 4 - SMART Compliance, LLC Management Software Agreement.pdf

ATTACHMENT 1

SMART1383 Proposal

Prepared for

City of Lawndale

Contact: Judi Gregory
info@smart1383.com
855-724-1383 ext. 700

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4.1. Cover Letter and Corporate Information

November 18, 2025

TO: City of Lawndale

Thank you for the opportunity to provide a subscription quote for both the full **SMART1383 Compliance System** as well as an **Implementation Record** only access. The SMART1383 system allows for the convenient collection of pertinent information and data required for SB 1383 tracking and reporting. The system also has several built-in features designed to assist with outreach and inspection activities. SMART1383 alleviates many tedious and cumbersome tasks associated with spreadsheets and other data management systems; thereby streamlining operations and significantly reducing administrative time and effort.

If you have any questions, please feel free to contact us at **855-724-1383** ext **700**, or via email at info@smart1383.com or in writing at 6625 N Calle Eva Miranda, Suite A, Irwindale, CA 91702.

Sincerely,

Judi Gregory

Corporate Information

Corporate Name	SMART Compliance
Address	6625 N Calle Eva Miranda, Suite A Irwindale, CA 91702
Entity Type	State of California General Stock Corporation
Officers	Judi Gregory, CEO Bob Hollis, CIO Zane Harvey, CTO
Incorporated	December 8, 2021 California
Federal Tax ID	87-3961734

4.2. Technical Proposal

Experience

SMART Compliance is a leading-edge company that specializes in providing sustainability intelligence systems and comprehensive compliance and reporting software as a service (SaaS). Our SB 1383 compliance software helps California communities easily navigate the complexities of reporting requirements. We are committed to helping jurisdictions, businesses, and organizations seamlessly integrate sustainability practices and metrics into their operations enabling them to meet regulatory compliance requirements and drive positive environmental and economic outcomes.

At Smart Compliance, our mission is to empower organizations with intelligent and innovative compliance solutions that foster trust, efficiency, and peace of mind. We are committed to being a reliable partner and helping jurisdictions, agencies, organizations, and businesses navigate the complex landscape of regulations and requirements with ease. Through our cutting-edge technology and expert insights, we strive to revolutionize the compliance experience, ensuring that our clients can focus on their core objectives while we handle their compliance data, analytics, and reporting needs.

Qualifications

SMART Compliance was founded by experts in the fields of solid waste & recycling, information technology, and computer science. Our team's extensive

understanding of California regulatory compliance coupled with in-field technical expertise, and time-saving technology and data tracking systems is unparalleled. SMART Compliance has a staff of nine, including five full-time programmers, data scientists, and data engineers.

The Technical Team is led by a CTO **Zane Harvey** who holds degrees in Physics, Mathematics, and Nuclear Engineering and who also serves as a Professor of Computer Science at Capitol Technology University in Washington DC where he teaches both undergraduate and graduate Computer Science, IT, and Artificial Intelligence courses. (may be a run on sentence) Zane has worked previously as an Engineer for a Fortune 500 Company and a US DOE Nuclear Laboratory and has spent the past 7 years in the Tech space with various companies including SMART Compliance Inc.

Judi Gregory is the CEO, overseeing both product development and business operations. With more than 35 years of experience in the solid waste and recycling industry, she brings deep, practical insight into the sector's evolving needs. Judi has served as both a board member and Executive Director of the California Resource Recovery Association, and her consulting firm delivers SB 1383 compliance services and technical assistance to numerous municipalities across California.

Our Chief Information Officer, **Bob Hollis** has a degree from Carnegie Mellon University, and graduated from the top ranked program in the United States for Information Systems. He has served as an elected public official, and as a board member of the California Resource Recovery Association and the National Recycling Coalition. Bob also served as a founding board member of the U.S.

Zero Waste Business Council, and has received awards from the California Resource Recovery Association (CRRA), Keep California Beautiful, and the California Product Stewardship Council for his work and contributions to our industry.

SMART Compliance was formed in 2021 and currently supports over seventy-five jurisdictions including several regional JPAs that use our SB1383 system for SB 1383 compliance, recordkeeping, and data tracking. Experience from serving multiple JPAs has allowed the SMART team to develop JPA tailored system customizations. These features are further explained in applicable areas of this proposal.

Managing Data Imports

SMART Compliance has developed a proprietary data extraction tool that allows us to extract existing data from any SB 1383 tracker. Using this method allows for seamless system set up regardless of the number of records, files, or photos contained in alternative systems. SMART can also easily import CSV, Excel, PDF, Excel, Word, and graphic files in mass uploads. SMART has an API that is available for integration with most data systems.

Our data integrity systems have been taught to use AI to help match accounts. Each portal is trained on hauler specific data uploads and reporting information, alleviating time-consuming and inaccurate data uploads. A typical file import takes 24-48 hours from request.

Cybersecurity

Objective

Our approach to cybersecurity includes multi-layered defense systems, regular audits, and proactive monitoring to ensure platform reliability and data protection.

Threat Detection & Monitoring

- Real-time system monitoring via AWS CloudWatch and GuardDuty for anomaly detection and alerts.
- CrowdStrike Falcon deployed for advanced endpoint detection and response (EDR), offering behavioral threat analytics, malware prevention, and instant remediation.
- Annual third-party penetration testing and routine vulnerability scans.
- Simulated incident response drills to ensure preparedness and validate protocols.

System Hardening

- Enforced least-privilege IAM policies.
- Critical server protections including IMDSv2, termination/stop protection, and automatic patching across AWS, Digital Ocean, and hosted services.
- Web application security reinforced through Content Security Policy (CSP), X-Frame-Options, Referrer-Policy, CORS, and more.

Secure Access

- Optional IP whitelisting and SSH key-based authentication.
- VPN usage encouraged for secure offsite access.

DoS & LFI Protection / Denial-of-Service (DoS) Mitigation

- Web Application Firewall (WAF), request rate limiting, and timeout settings guard against attacks like Slowloris.
- Enhanced alerting for traffic anomalies and automated defensive triggers.

Local File Inclusion (LFI) Defense

- Hardened phpMyAdmin and backend scripts with strict input validation and sanitization.
- Code reviews and patching processes prevent file traversal and inclusion exploits.

Data Integrity & Privacy / Best Practices

- Input validation ensures accuracy and consistency across all stored records.
- Ongoing updates to key systems: WordPress, PHP, MySQL, cPanel, and operating system components.

Data Integrity & Privacy / Access Control & Audit Trails

- Secure configuration of phpMyAdmin with restricted access, enforced authentication, and optional container isolation.
- Detailed logging for sensitive areas, including real-time alerts on unauthorized access or suspicious behavior.

Contact Team/Location

SMART Compliance takes a collaborative team approach to client and portal management. Our team meets daily to discuss projects and development. The following individuals will be assigned to assist with this contract; however, please know that every team member, including owners, will be involved with the day-to-day oversight and communications. This ensures that all clients receipt prompt feedback and resolution.

Contract Manager:
Judi Gregory, CEO judi@smart1383.com
Craig Stroud, Director of Business Development craig@smart1383.com
Located in Southern CA

Primary Contact / Customer Success Liaison/Training:
James Grunewald
james@smart1383.com / Located in Southern CA

Data Imports / Custom Dashboards:
Ryan Slattery ryan@smart1383.com
Washington

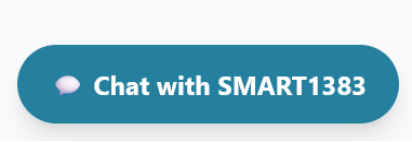
Customer Support / Technical Issues:
Gareth Warren gareth@smart1383.com
/ Pennsylvania (hours start @ 6AM PST)
Ryan Breiding / ryanb@smart1383.com

Additional Support:
Bob Hollis, CIO bob@smart1383.com
Zane Harvey, CTO
zane@smart1383.com
Daniel Armbruster,
daniel@smart1383.com
Robert Reynolds, robert@smart1383.com
Nickolas Hessler
nickolas@smart1383.com / Located in Southern CA (backup after 3PM)

Technical Support Customer Service

At SMART Compliance, exceptional customer service and support are top priorities. Our customer service ticketing system ensures that all team members are promptly notified of incoming requests. With team members located in both Pacific and Eastern time zones, we provide support coverage from 6:00 AM to 6:00 PM PST. Most inquiries are resolved within two hours during business hours, and nearly all are addressed within 24 hours.

The Customer Success Liaison serves as the initial point of contact for support via email, phone, or virtual meetings. However, our entire team is actively engaged and available to connect directly with clients as needed. Although we are a technology provider, our deep roots in the solid waste industry give us a clear understanding of the critical nature of timely support, whether it's assisting field staff with urgent technical issues or helping administrative teams meet tight deadlines. We pride ourselves on being responsive, reliable, and attentive to our clients' needs.



An exciting advancement within the Company is the introduction of a SMART AI Agent SMARTbot—a feature designed to assist users by answering common questions and

supplementing the User Manual. This AI-powered chatbot is trained on our internal documentation to ensure accurate, reliable support. In the future, the chatbot will also be enhanced with client-specific data to provide even greater value and personalization. In future iterations, SMARTbot will integrate jurisdiction-specific information enabling more tailored responses for staff and system users.

Additionally, we have developed the SMART AI Voice Agent, SMARTchat, which will offer users an alternative customer service touchpoint through voice interaction.

User Access

The SMART system provides unlimited user logins. Our system also allows for customizing user roles to meet the specific needs of our clients. Common user roles are as follows:

Jurisdiction Administrator:

- Access to all system features, including Waiver Admin.
- Ability to add, edit, or remove users, or update user access.
- Ability to permanently delete accounts.
- Ability to unlock submitted Notice of Violation and Citation actions.

Project Manager:

- Same permissions as Jurisdiction Administrator but cannot approve/deny waivers

Site Administrator:

- Access to all system features, excluding Waiver Admin.
- Not able to add, edit, or remove users, or update user access.
- Not able to permanently delete accounts.
- Not able to unlock submitted Notice of Violation and Citation actions.

Field Auditor:

- Access to field route review survey only

Field Administrator:

- Access to route review dashboard and surveys

CalRecycle

- Access only the Implementation Record for viewing purposes

Viewer

- Able to view but not edit any pages of the system.
- Can view and download reports

Tasklogger

- Can be assigned activities

Custom Roles

Any combination of customer roles can be configured

- View/edit only specific pages in the system
- View/edit only specific Implementation Record pages (such as purchasing records only)

Custom Portals

In addition to being able to create custom user roles, SMART can also be custom configured with specific portal data.

- **Jurisdiction portal**
    - Data flows down from JPA portal to jurisdictions and jurisdiction data flows up to JPA portal
    - Contains jurisdiction specific records, data, and reports.
    - Has its own Implementation Record
- **Hauler portal**
    - Data flows down from JPA portal to hauler and hauler data flows up to JPA portal
    - Contains specific records, data, and reports belonging to the hauler for all jurisdictions served in the JPA

Accessibility

Our compliance software is optimized for modern web browsers and functions reliably on Google Chrome, Mozilla Firefox, Microsoft Edge, and Safari. The platform has been tested across these browsers to ensure a consistent and responsive user experience for agency staff, haulers, and contractors. Our compliance software is designed and developed to meet or exceed WCAG 2.2 AA standards. The platform has been put through and passed a full VPAT by an independent third party. The results of the VPAT and additional accessibility information can be found here: https://smartcompliance.tech/accessibility/.

While we do not currently offer a standalone Android or iOS app for the Generator Manager the web application is fully responsive and performs well on tablets and larger smartphones, allowing users to access and manage records in the field.

Additionally, our platform includes ArcGIS Survey123-based field apps—compatible with both Android and iOS—for performing route reviews, inspections, and other field activities. These apps have been put through a full VPAT audit by ESRI. The apps have also been used for years in the field and integrate seamlessly with the main compliance tracking system. The Route Review App has been successfully used on a variety of tablets including Samsung and Apple to conduct thousands of route reviews across California. Please note that although most core features are accessible via mobile

browsers, certain administrative functions—such as bulk data uploads, complex filtering, and full dashboard visualizations—are best performed on desktop or laptop devices due to interface complexity and screen size.

Quote

SERVICE-Option A (Full SMART1383 System)	1-YEAR	3-YEAR	5-YEAR
One-time setup fee	$2,500	$2,500	Waived
Annual subscription rate[1]	$25,000	$23,000	$20,000
Unlimited, permission specific user logins	Included	Included	Included
Up to 12 service data imports/year	No Charge	No Charge	No Charge
Grant funding invoicing	Included	Included	Included
Total Cost	**$27,500**	**$71,500**	**$100,000**

[1] Based on prepay of subscription.

Data Uploads

The SMART system supports both real-time data editing by authorized users and data imports via spreadsheets. Additionally, SMART offers an Application Programming Interface (API) that can be configured to integrate with most hauler billing or customer management systems.

We support monthly data uploads, typically processed within 24–48 hours of receipt. During the initial setup, a SMART Data Engineer will configure the system to interpret each hauler's dataset, including unique service level codes. Our AI-driven data integrity tools are designed to match accounts accurately and efficiently. Each client portal is tailored to handle hauler-specific data uploads and reporting requirements, significantly reducing the time and errors typically associated with revised datasets.

In between data uploads, authorized users can continue to update service level information in generator accounts. The SMART system logs every service level update, including the user who performed the changes, allowing for easy tracking of system changes.

Following each data upload, a list of terminated/removed accounts will be provided for verification. Additionally, all terminated accounts along with their complete data records and history are maintained and can be reactivated by any authorized user with one click.

4.3. Insurance

Proof of Insurance

The following page is a copy of SMART Compliance's proof of insurance, demonstrating required proof of the required insurance as set forth in the Agreement. SMART Compliance confirms that prior to award of an Agreement; our firm shall furnish the AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements.

Furthermore, SMART Compliance agrees to procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SMART Compliance, its agents, representatives, employees or subcontractors.

SMARCOM-01 PERMI1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Paige Caswell	
Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services 9655 Granite Ridge Drive, Ste 450 San Diego, CA 92123	PHONE (A/C, No, Ext): (858) 200-3383	FAX (A/C, No): (858) 200-3384
	E-MAIL ADDRESS: paige.caswell@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Ins. Co.	30104
INSURED Smart Compliance, Inc. 6625 N Calle Eva Miranda, Suite A Irwindale, CA 91702	INSURER B : Hartford Casualty Insurance Co	29424
	INSURER C : Underwriters At Lloyd's - Beazley Syndicate 2623	048946
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			72SBMBB9CHT	12/1/2024	12/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			72SBMBB9CHT	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			72SBMBB9CHT	12/1/2024	12/1/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			72WBCBM8K47	12/18/2024	12/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof/Cyber Liab			W36400240201	12/1/2024	12/1/2025	Agg Limit/$2,500 Ded	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

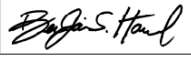
CERTIFICATE HOLDER

** Proof of Insurance **

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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4.4. System Features

System Features

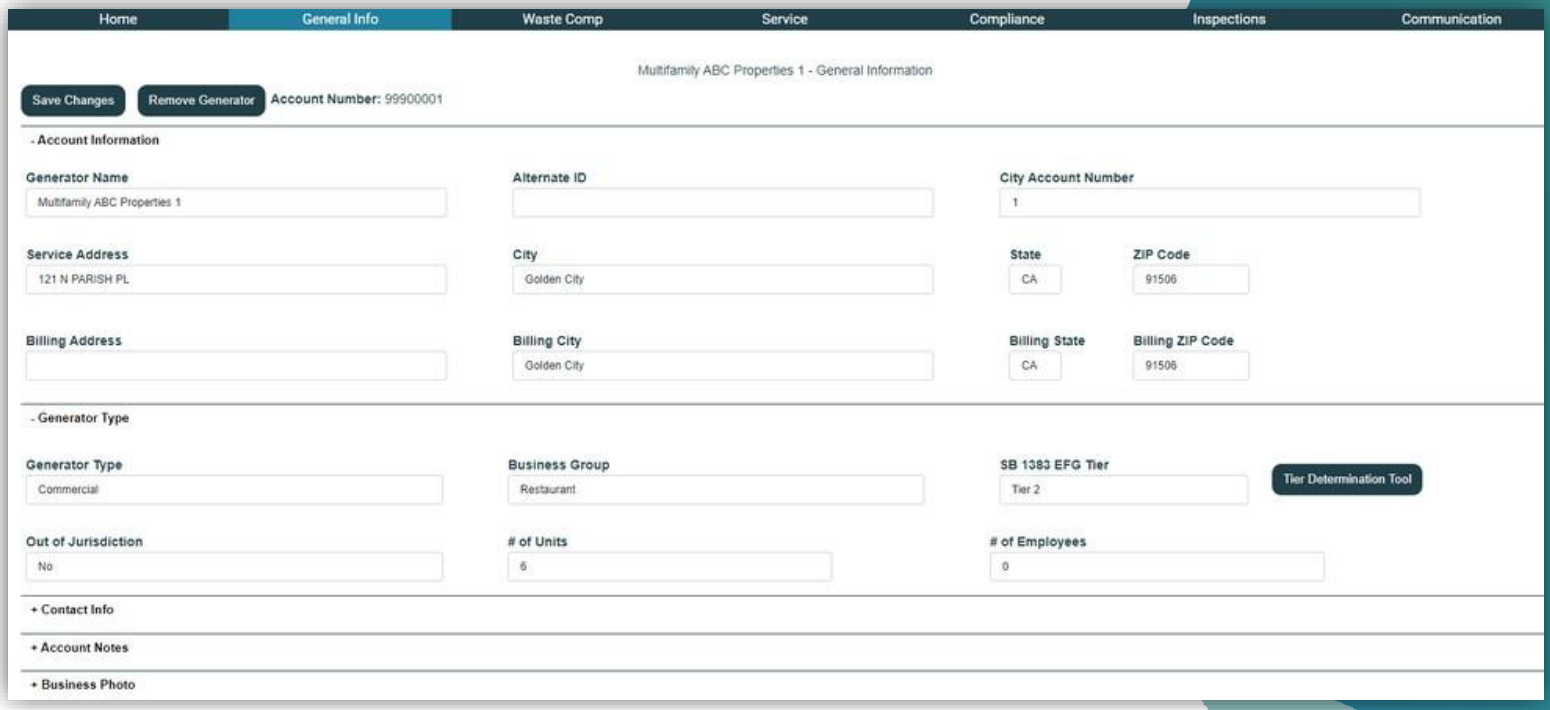
SMART Solutions for All SB 1383 Requirements

SMART1383 is designed to fully integrate all data and recordkeeping functions for businesses and jurisdictions that manage solid waste programs. The system's base model provides a robust platform for tracking all programmatic aspects of SB 1383.

Generator Manager

The Generator Manager (GM) is the central component of the SMART1383 System. It tracks all essential generator data, including tier and business types, waiver statuses, service levels, inspections, compliance records, enforcement actions, outreach and education efforts, and activity logs.

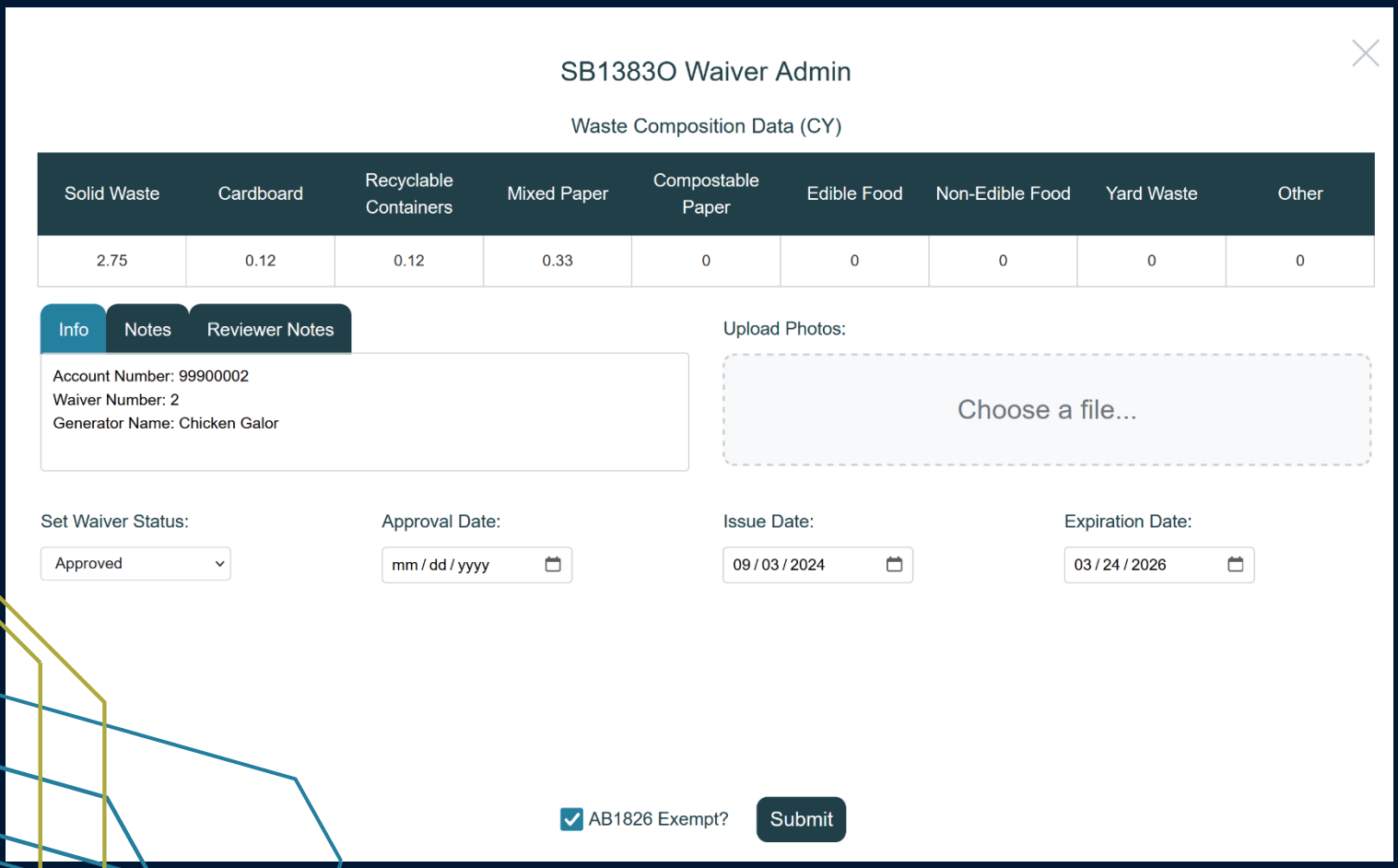
The GM interface features user-friendly, pre-designed forms, automated PDF templates, integrated photo/file storage, and SMART automation tools that streamline task management. All recorded information is automatically synced to the integrated Implementation Record, reducing redundancy and simplifying recordkeeping.



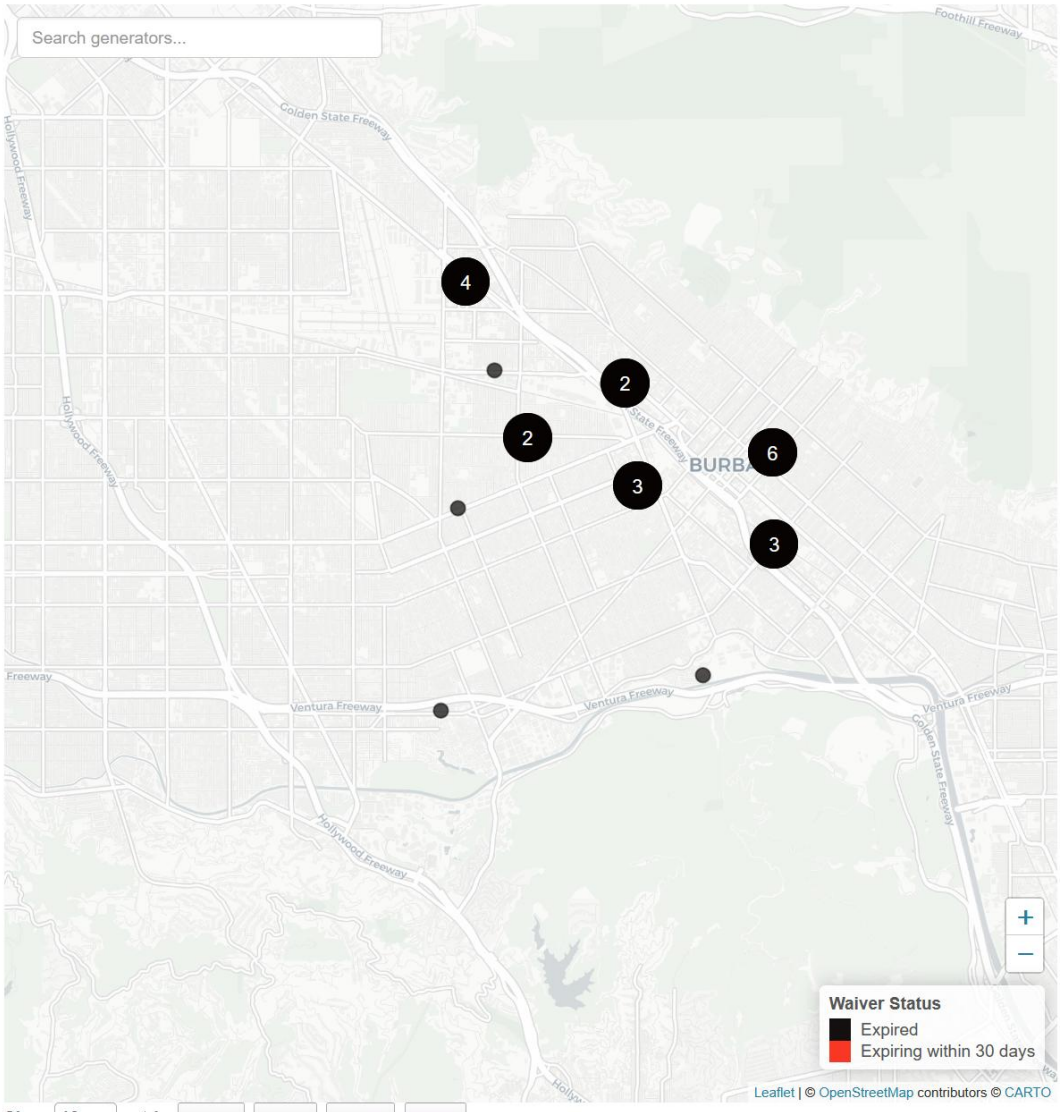
Waiver Tracking

Waiver tracking is streamlined and efficient. Each waiver assessment is linked to a specific generator, with recommendations automatically routed to authorized users for approval or denial.
Upcoming waiver expirations are clearly displayed on the KPI dashboard, helping users identify when reassessments are due. Field assessors can improve efficiency by leveraging "hotspot" features on data maps to prioritize their work.

All waiver-related data, including photos, files, and automatically generated PDF documents, is securely stored in the generator profile and the Implementation Record for comprehensive historical tracking



Regulatory Compliance | Waiver Expiry | EFG Inspections



Filter Options

Filter by Expiry:

- [x] Expired
- [x] Expiring within 30 days
- [ ] Expiring within 180 days
- [ ] Valid for at least 180 days

Filter by Regulation:

- [x] AB1826
- [x] SB1383R
- [x] SB1383O

Advanced Filters | Reset Filters

Show 10 entries | Copy | CSV | Excel | PDF

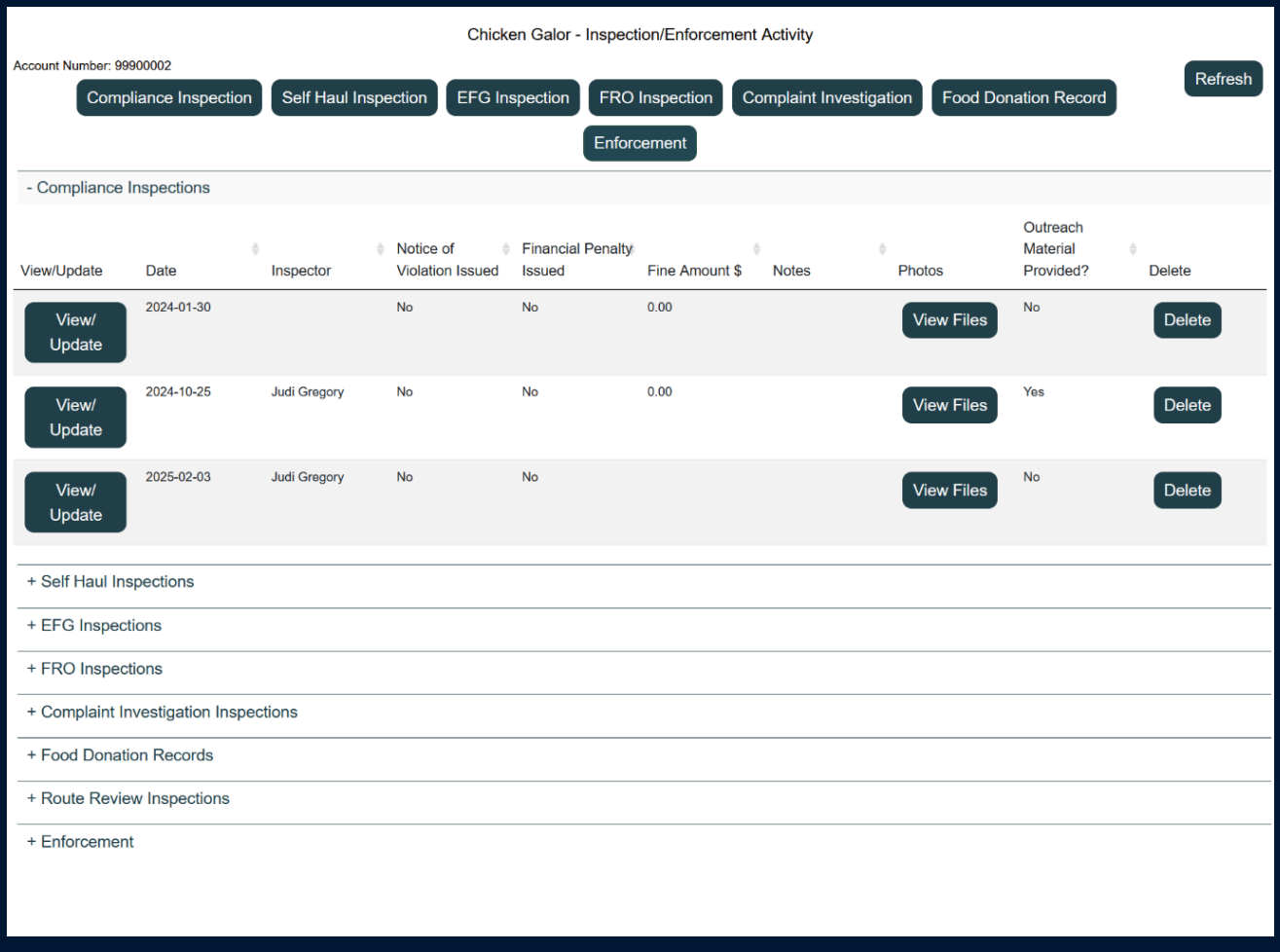
Search:

SMART #	Name	Issue	Expiration	Regulation	De Minimus	Days Until Expiry
All	All	All	All	All	All	All
99900003	Demo Gas Station	2022-04-02	2023-04-05	AB1826	Yes	-759
99900006	Kling LLC	2023-04-25	2024-04-25	AB1826	Yes	-373
99900007	Gutkowski LLC	2023-04-26	2024-04-26	AB1826	Yes	-372
99900010	Johnston, Abshire and Satterfield	2023-04-26	2024-04-26	AB1826	No	-372

Inspections & Enforcement

SMART1383 features a fully integrated compliance and enforcement module. The system includes pre-designed, customizable inspection forms, follow-up letters, notices of violation, and citation templates. It can operate as a standalone enforcement system or as a tool for tracking broader code enforcement activities.

The system supports integration of jurisdiction-specific municipal codes, including infractions and corrective actions. Jurisdictions can incorporate both SB 1383 regulations and local environmental codes, enabling centralized tracking of all relevant compliance activities. Additionally, agencies can customize which documents are automatically recorded in the Implementation Record.



Violation Record

Return to Generator

Violation 1

Violation Selection: Solid Waste Generator Requirements
Prohibited Container Contaminants: Source Separated Organic Waste shall be placed in the Organics Container
MC 4-2-113; 14 CCR 18984.5

Edit

Violation Observed Date

05 / 09 / 2025

Violation 2

Violation Selection: Single-Use Foodware Accessories Upon Request Only
Food Facility utilizing Third-Party Online Food-Ordering Platforms shall customize its menu with a list of available Single-Use Foodware Accessories and provide only upon Customer request.
MC 4-2-406

Edit

Violation Observed Date

05 / 15 / 2025

Violation 3

Violation Selection: None

Edit

Previous Page Next Page

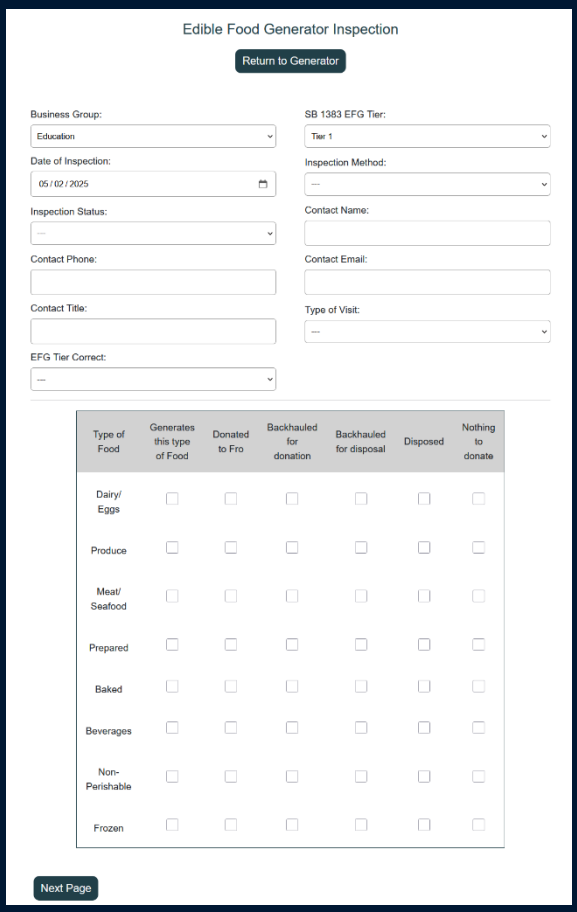
- Enforcement

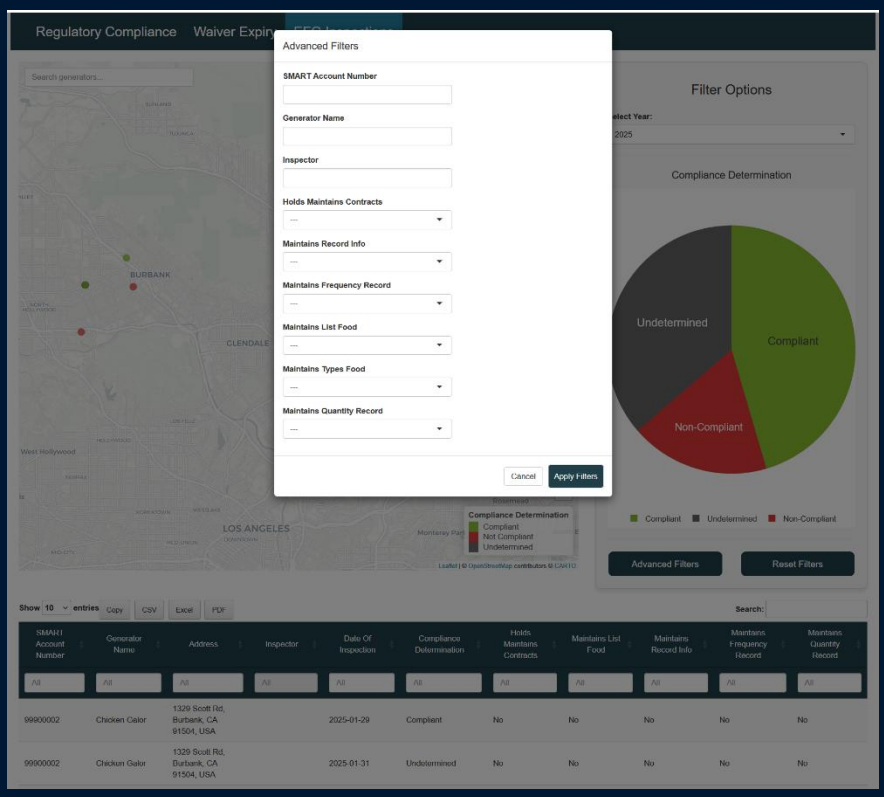
View/Edit	Inspector	Violation Type	Violation Submission Date	Expected Resolution Date	Resolved?	Files	Citation Due	Citation Payment Received Date	Notice of Violation	Citation PDF
View/ Edit	Judi Gregory	MC 4-2-113; 14 CCR 18984.1 MC 4-2-116; 14 CCR 18984.10 MC 4-2-118; 14 CCR 18991.4		2024-12-23	Yes No	View Files			Create PDF	Create Citation
View/ Edit	Judi Gregory	MC 4-2-113; 14 CCR 18984.1 MC 4-2-113; 14 CCR 18984.5		2024-12-23		View Files			Create PDF	Create Citation
View/ Edit	Judi Gregory	MC 4-2-113; 14 CCR 18984.1 MC 4-2-116; 14 CCR 18984.10 MC 4-2-119; 14 CCR 18992.2		2025-01-03		View Files			Create PDF	Create Citation

Edible Food Recovery

SMART1383 offers robust edible food recovery tracking to support efficient recordkeeping and capacity planning. Integrated mapping tools enable seamless GIS integration, helping food generators and recovery organizations connect more effectively.

An available API integration with Careit* further streamlines edible food tracking and documentation (*Careit subscription required).



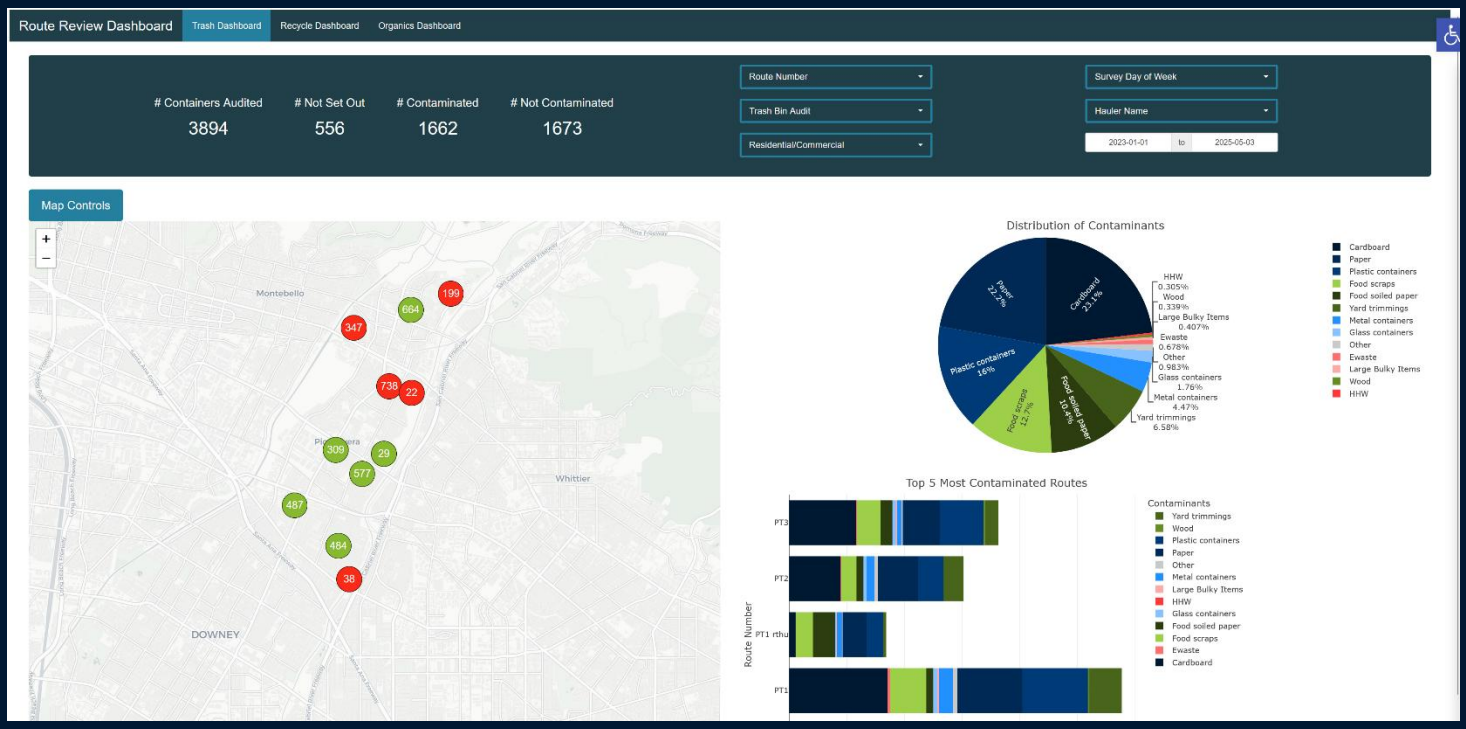


Route Reviews

SMART1383 features a powerful route review system that streamlines contamination tracking and provides jurisdictions with actionable insights to enhance recycling efforts. Integrated GIS mapping highlights contamination hot spots and identifies materials that should be prioritized in outreach and education campaigns.

The system automates the entire contamination monitoring process—including data collection, photo documentation, compliant record preparation, and generator education—into a single, efficient workflow.

Additionally, SMART1383 supports batch importing of third-party route review data, including integration with Zabble* (*Zabble subscription required).

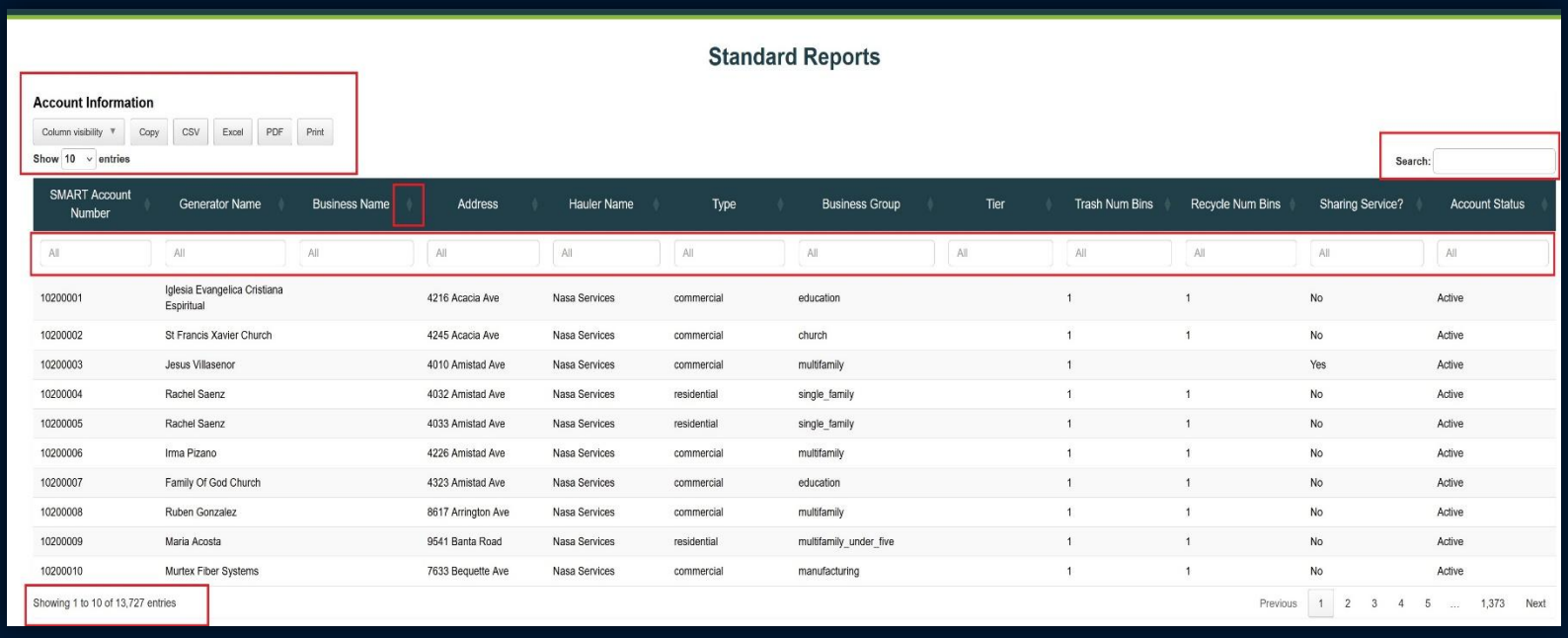


Reporting and Analytics

SMART1383 simplifies the storage, analysis, and export of compliance data, giving users quick access to actionable insights. The system includes built-in dashboards and reporting tools that allow users to filter and visualize data by jurisdiction, hauler, or compliance category in real time. Interactive charts and graphs make it easy to identify trends, track progress, and pinpoint areas needing attention.

All generator data, inspection records, waiver decisions, and food recovery metrics can be exported in Excel-compatible formats for regulatory reporting or internal review. Whether managing SB 1383 implementation records, tracking edible food recovery efforts, or monitoring outreach activities, SMART1383 transforms complex datasets into clear, useful intelligence that supports timely decision-making and compliance reporting. makes storing, analyzing, and exporting data a snap.

SMART1383's newest report is the annual program compliance report which performs a desk audit of compliance as required by the regulations.



Standard Reports

Account Information

Column visibility | Copy | CSV | Excel | PDF | Print

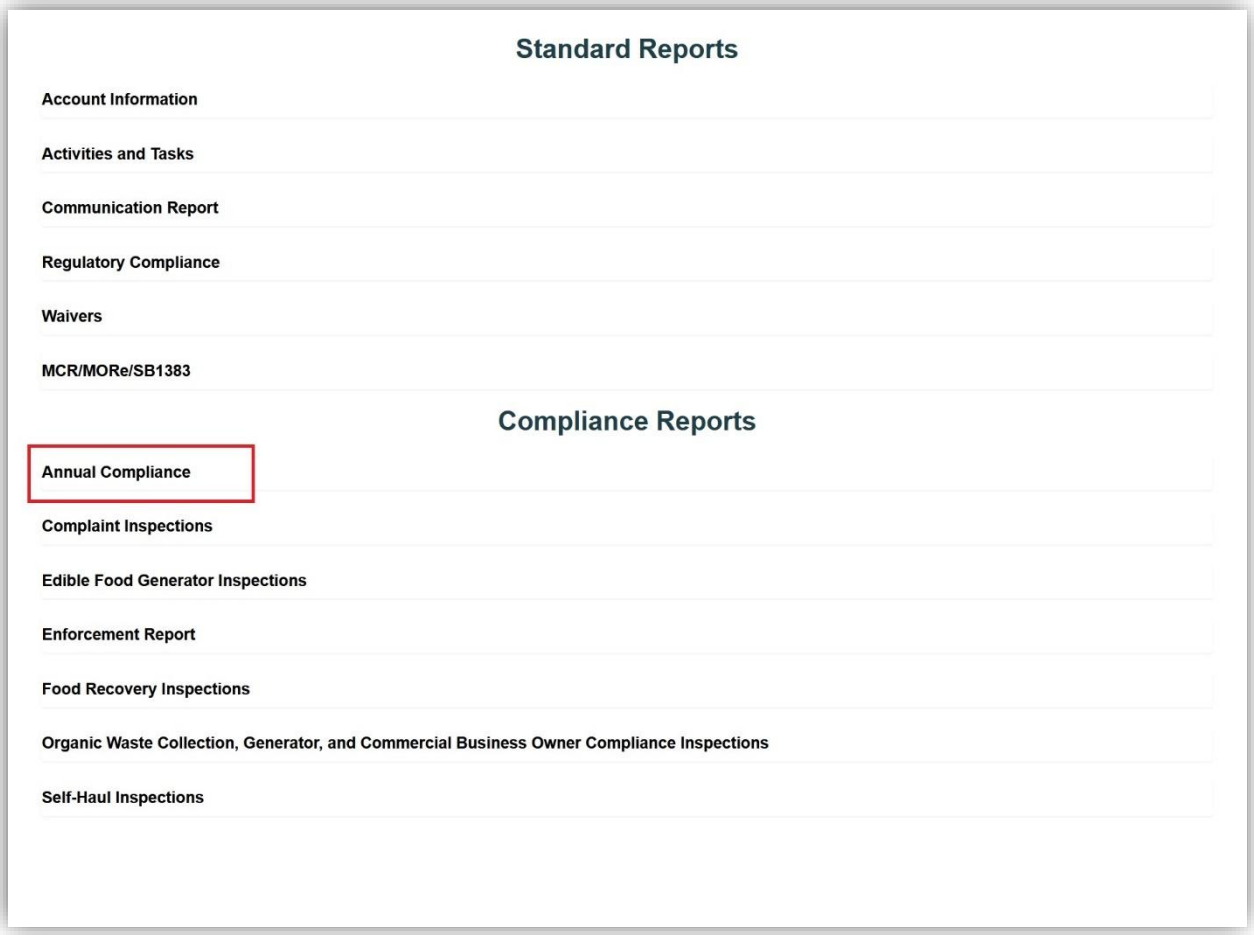
Show 10 entries

Search:

SMART Account Number	Generator Name	Business Name	Address	Hauler Name	Type	Business Group	Tier	Trash Num Bins	Recycle Num Bins	Sharing Service?	Account Status
All	All	All	All	All	All	All	All	All	All	All	All
10200001	Iglesia Evangelica Cristiana Espiritual		4216 Acacia Ave	Nasa Services	commercial	education	1	1	No	Active	
10200002	St Francis Xavier Church		4245 Acacia Ave	Nasa Services	commercial	church	1	1	No	Active	
10200003	Jesus Villasenor		4010 Amistad Ave	Nasa Services	commercial	multifamily	1		Yes	Active	
10200004	Rachel Saenz		4032 Amistad Ave	Nasa Services	residential	single_family	1	1	No	Active	
10200005	Rachel Saenz		4033 Amistad Ave	Nasa Services	residential	single_family	1	1	No	Active	
10200006	Irma Pizano		4226 Amistad Ave	Nasa Services	commercial	multifamily	1	1	No	Active	
10200007	Family Of God Church		4323 Amistad Ave	Nasa Services	commercial	education	1	1	No	Active	
10200008	Ruben Gonzalez		8617 Arrington Ave	Nasa Services	commercial	multifamily	1	1	No	Active	
10200009	Maria Acosta		9541 Banta Road	Nasa Services	residential	multifamily_under_five	1	1	No	Active	
10200010	Murtex Fiber Systems		7633 Bequette Ave	Nasa Services	commercial	manufacturing	1	1	No	Active	

Showing 1 to 10 of 13,727 entries

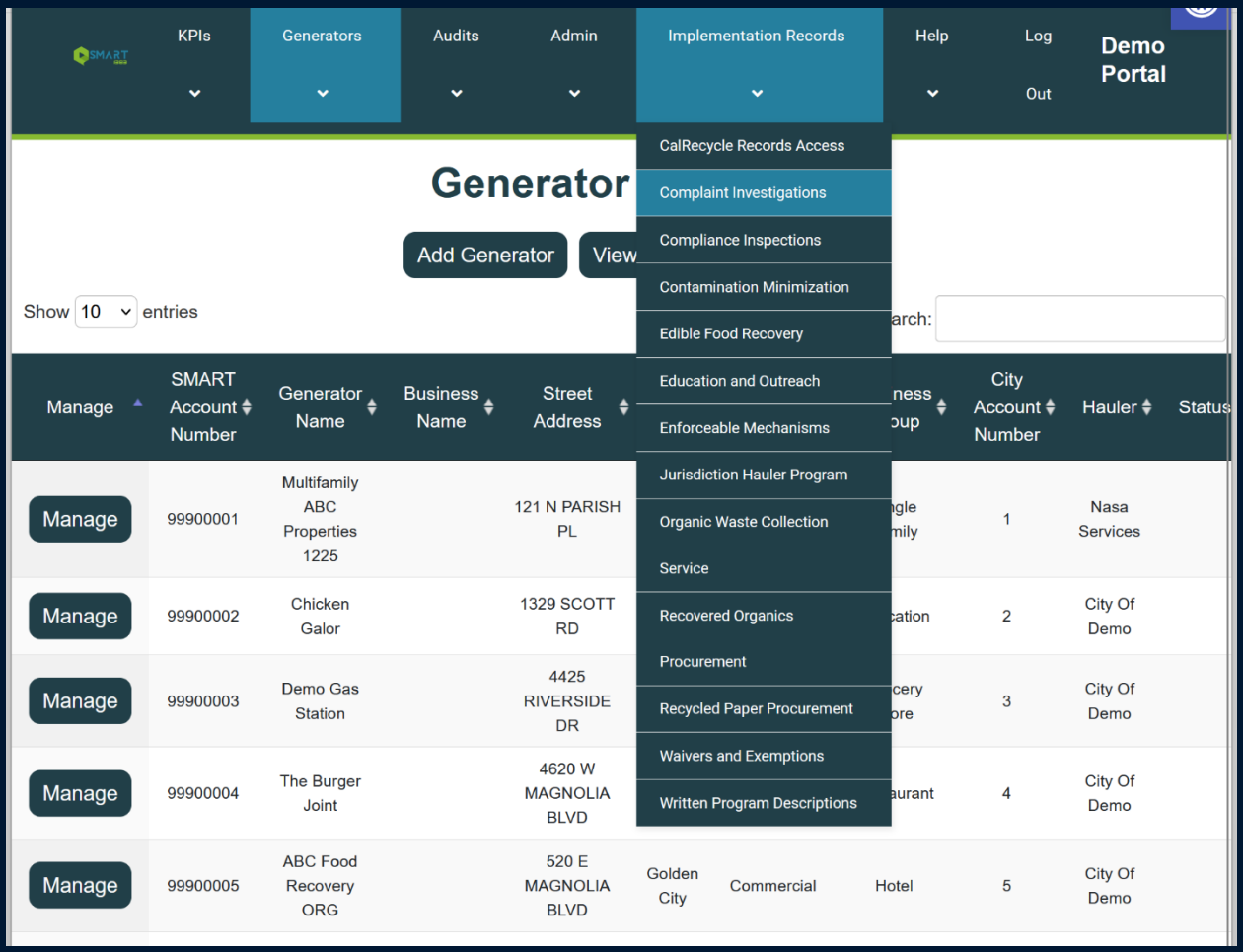
Previous 1 2 3 4 5 ... 1,373 Next


Standard Reports
Account Information
Activities and Tasks
Communication Report
Regulatory Compliance
Waivers
MCR/MORe/SB1383
Compliance Reports
Annual Compliance
Complaint Inspections
Edible Food Generator Inspections
Enforcement Report
Food Recovery Inspections
Organic Waste Collection, Generator, and Commercial Business Owner Compliance Inspections
Self-Haul Inspections

Implementation Recordkeeping and Electronic Annual Reporting

One of the most notable features of SMART1383 is its ability to automatically record reportable data into the Implementation Record and Electronic Annual Report (EAR) sections. This significantly reduces the administrative burden of manual tracking and spreadsheet management.

The Implementation Record includes a dedicated CalRecycle view, displaying only the relevant system-generated records. Each year, EAR data is compiled into a downloadable, user-friendly report that simplifies the completion of complex, required calculations.



Hauler Manager

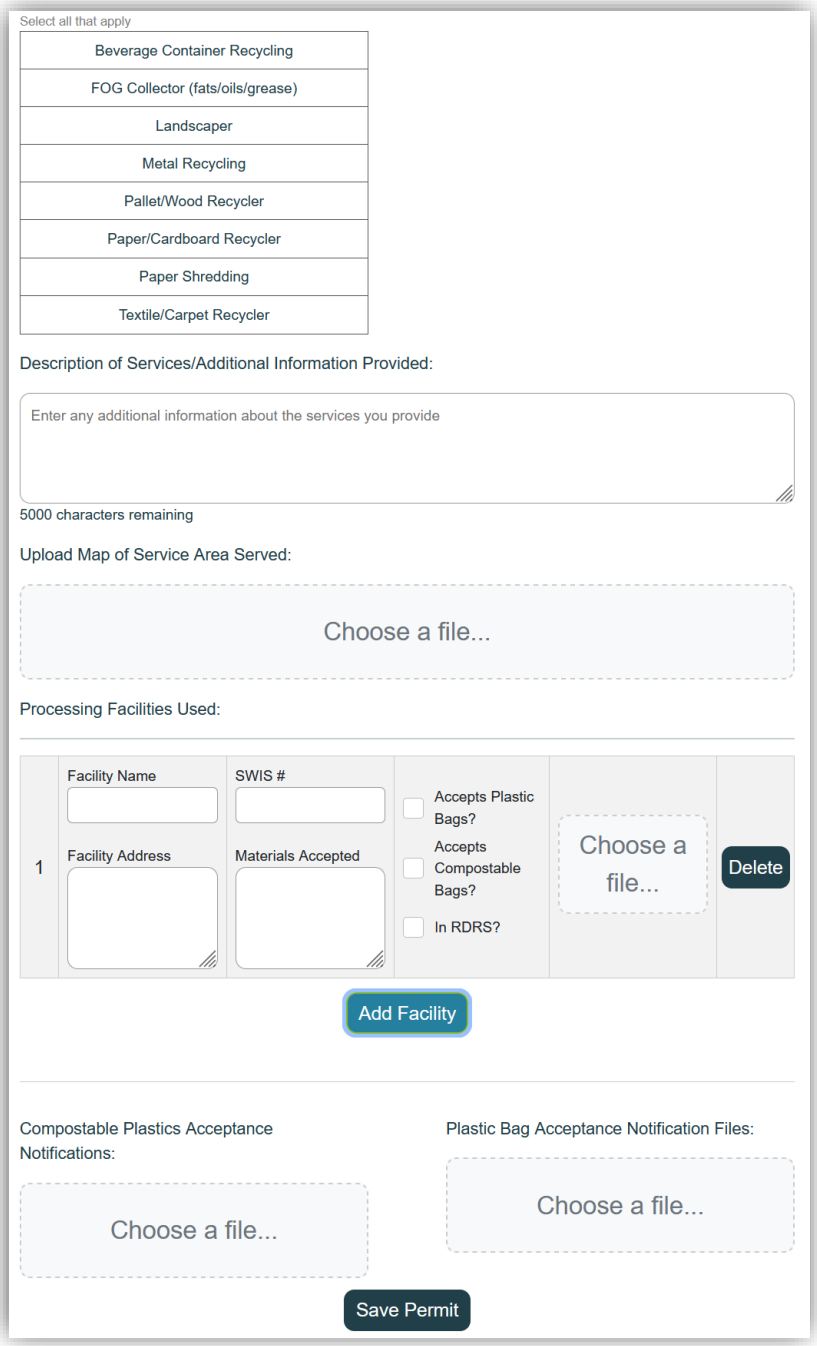
SMART1383 has recently deployed a new feature designed to comprehensively track all organic waste haulers, including primary franchise haulers, third-party haulers, backhaulers, and self-haulers.

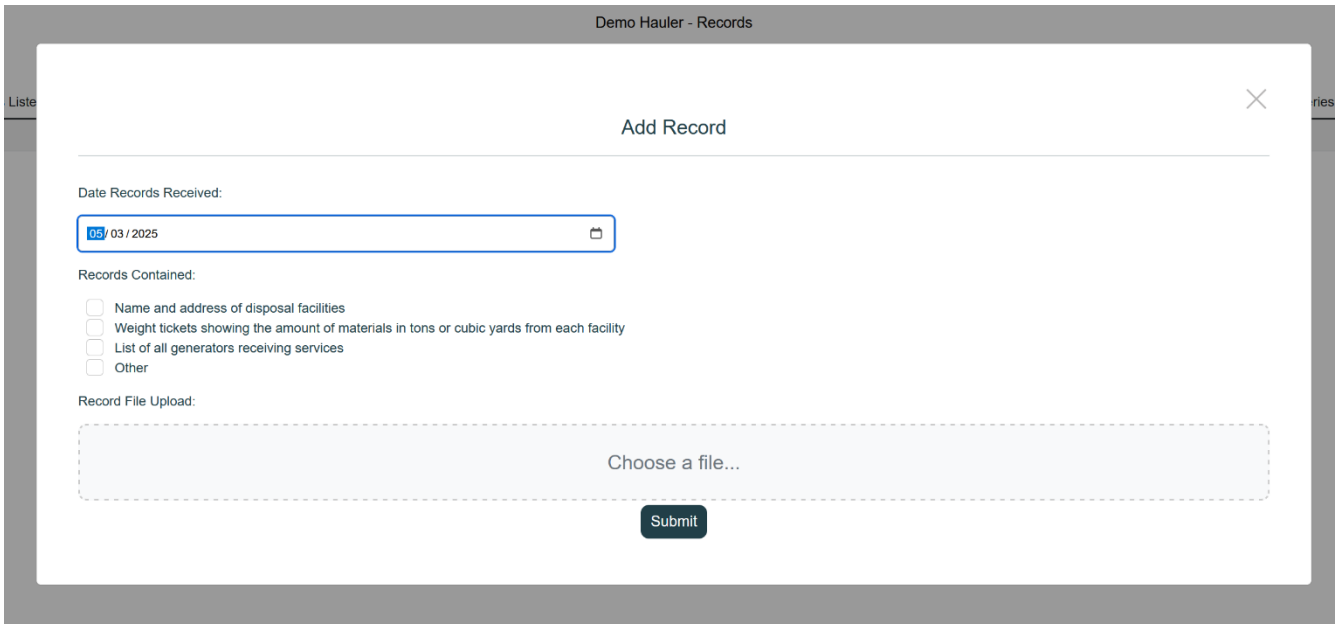
This system integrates with a jurisdiction's formal licensing or permitting process but can also function as an ad hoc tool for jurisdictions that internally manage non-franchised organic haulers.

The Hauler Manager tracks a wide range of data, including hauler type, materials collected, collection methods, number and types of containers used, facilities utilized (linked to SWIS), and whether plastic or compostable bags are accepted. It also supports annual compliance inspections, logs communications and activities, and maintains hauler records and reporting history.

Data collected in the Hauler Manager automatically prepopulates dropdowns in the Generator Manager and contributes to Electronic Annual Reporting and Implementation Recordkeeping. This ensures that all required information is accurately included in reports with mandated data fields.




Select all that apply
Beverage Container Recycling
FOG Collector (fats/oils/grease)
Landscaper
Metal Recycling
Pallet/Wood Recycler
Paper/Cardboard Recycler
Paper Shredding
Textile/Carpet Recycler
Description of Services/Additional Information Provided:
Enter any additional information about the services you provide
5000 characters remaining
Upload Map of Service Area Served:
Choose a file...
Processing Facilities Used:
1
Facility Name
SWIS #
Facility Address
Materials Accepted
Accepts Plastic Bags?
Accepts Compostable Bags?
In RDRS?
Choose a file...
Delete
Add Facility
Compostable Plastics Acceptance Notifications:
Choose a file...
Plastic Bag Acceptance Notification Files:
Choose a file...
Save Permit


Demo Hauler - Records
Add Record
Date Records Received:
05 / 03 / 2025
Records Contained:
Name and address of disposal facilities
Weight tickets showing the amount of materials in tons or cubic yards from each facility
List of all generators receiving services
Other
Record File Upload:
Choose a file...
Submit

Corrective Action Due Date:

mm / dd / yyyy

Photos & Files

Choose a file...

Activity Log

Date: mm / dd / yyyy

Inspector: Enter inspector nam

Type: Select activity type

Comments: Enter comments

Add Activity

Close

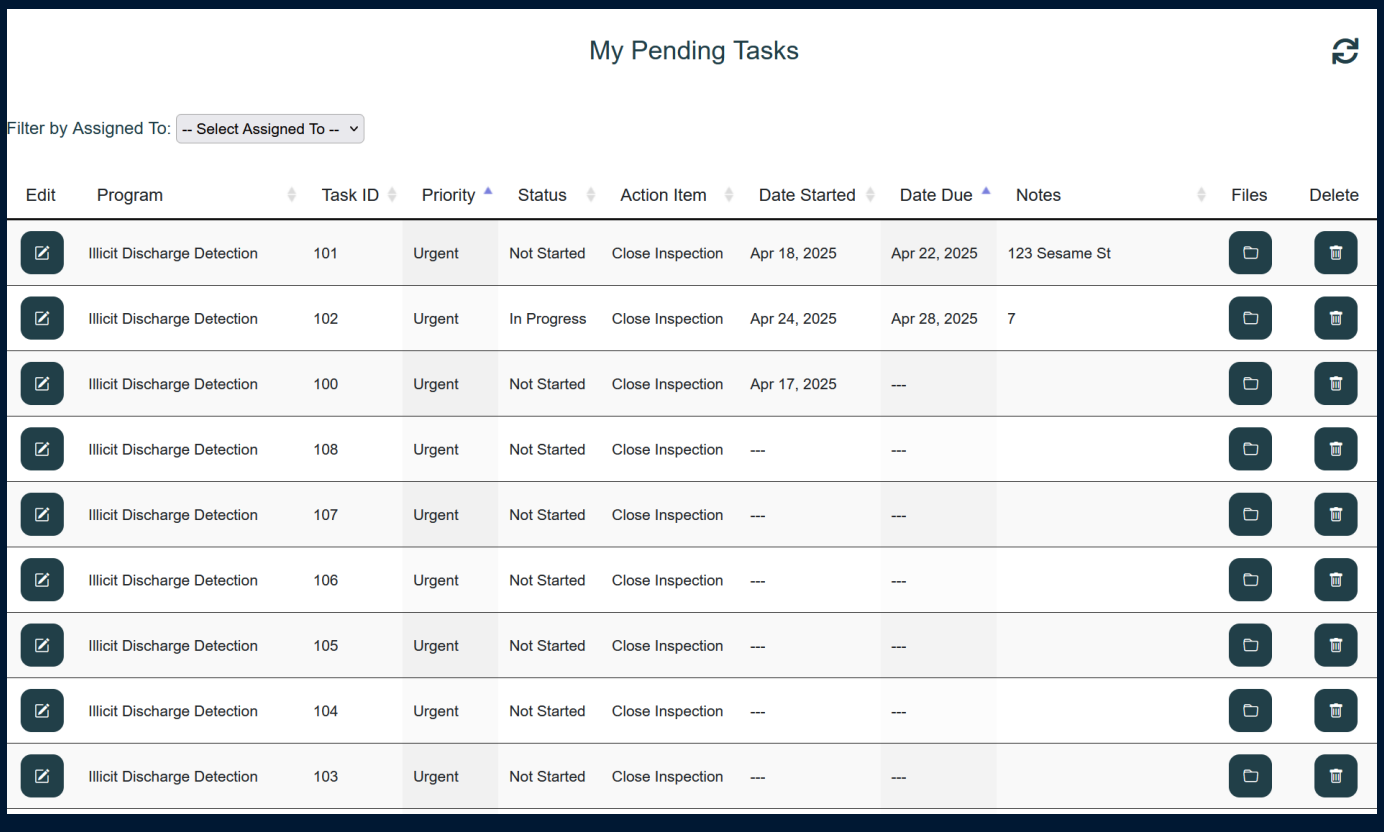
Save Survey

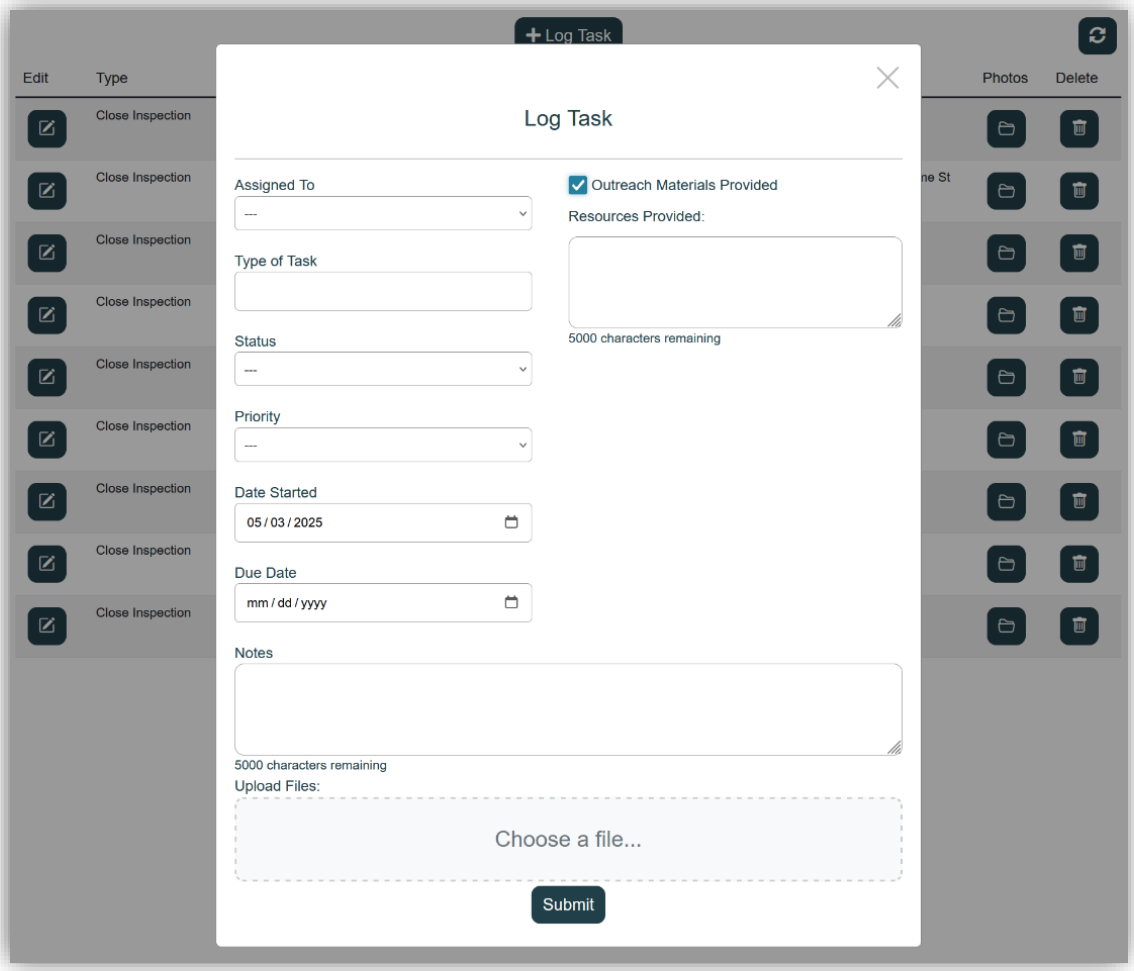
Tasks, Activities, and Scheduling

SMART1383 features a comprehensive Tasklogger that streamlines activity tracking, task assignment, and appointment scheduling.

This tool connects all users, creating a structured and efficient system for managing tasks and activities. Users can assign tasks to others, set due dates, upload files and photos, and update entries with follow-up details—all within user-friendly modals. One of the latest enhancements is an appointment scheduler that automates email notifications and includes an "add-to-calendar" option. Coming in June 2025, a companion map will display both completed and open activities by type, with robust filtering capabilities.

Additionally, the Tasklogger tracks outreach activities and materials distribution, automatically calculating and integrating this data into the Electronic Annual Report (EAR) and Implementation Record (IR) to support compliance reporting.

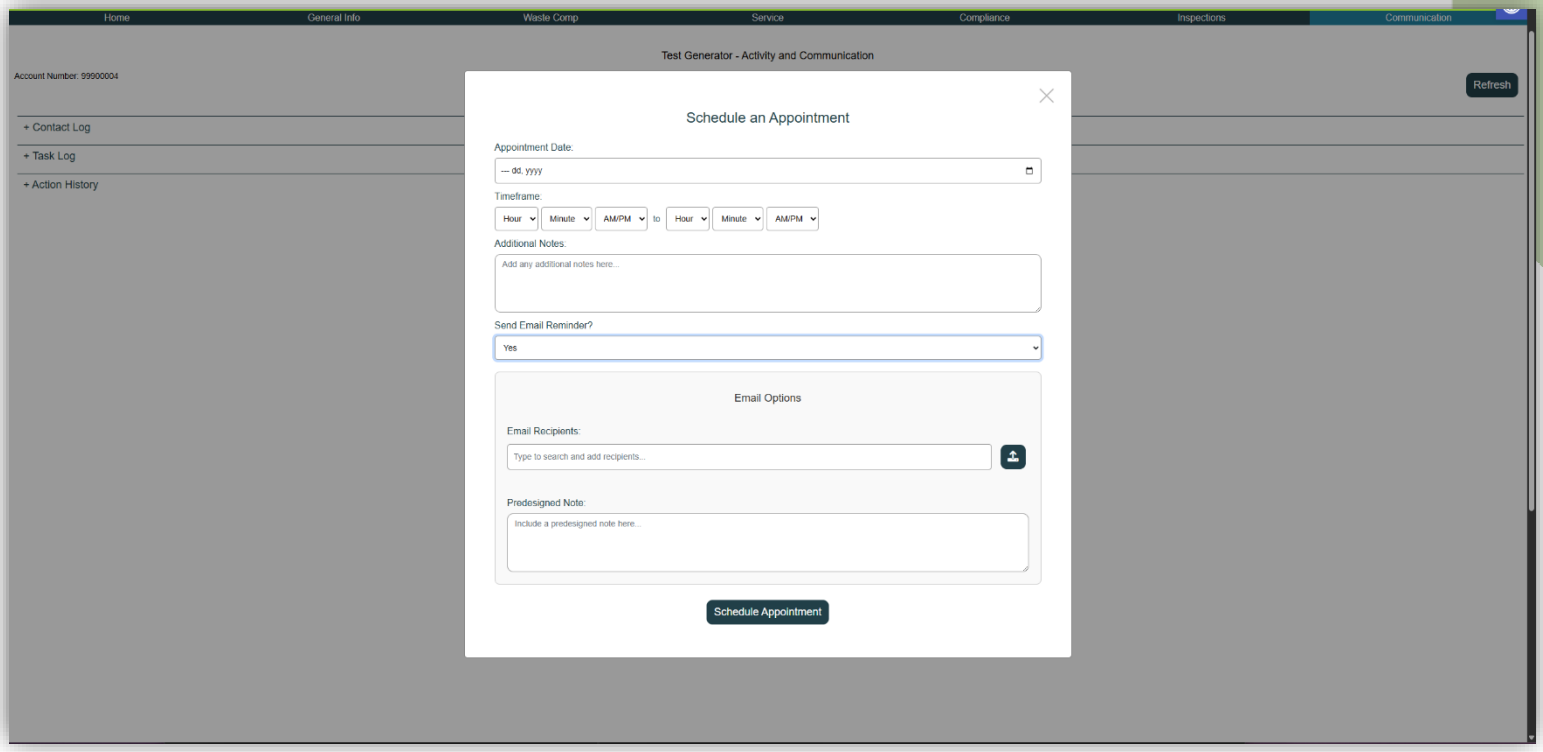



+ Log Task
Edit
Type
Photos
Delete
Close Inspection
Log Task
Assigned To

Type of Task
Status

Priority

Date Started
05 / 03 / 2025
Due Date
mm / dd / yyyy
Notes
5000 characters remaining
Upload Files:
Choose a file...
Submit
Outreach Materials Provided
Resources Provided:
5000 characters remaining


Home
General Info
Waste Comp
Service
Compliance
Inspections
Communication
Test Generator - Activity and Communication
Account Number: 99900004
Refresh
+ Contact Log
+ Task Log
+ Action History
Schedule an Appointment
Appointment Date:
--- dd, yyyy
Timeframe:
Hour
Minute
AM/PM
to
Additional Notes:
Add any additional notes here...
Send Email Reminder?
Yes
Email Options
Email Recipients:
Type to search and add recipients...
Predesigned Note:
Include a predesigned note here...
Schedule Appointment

For inquiries, contact us.

info@smart1383.com
855-724-1383 ext. 700

ATTACHMENT 2

Proposal for
Minerva Compliance Software
and Optional Managed Services

Submitted by

MSW CONSULTANTS
Solid Waste Consultants to Local Government

February 10, 2026

Proposal for
Minerva Compliance Software
and Optional Managed Services

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February 10, 2026

Ms. Grace Huizar
Sr. Management Analyst
City of Lawndale
14717 Burin Ave.
Lawndale, CA 90201

Proposal for Minerva Compliance Software

Dear Ms. Huizar:

MSW Consultants is pleased to submit this proposal to furnish Minerva™ (Minerva) compliance software to the City of Lawndale (City). We are uniquely qualified to provide our software and service because:

- Minerva's services and support team is very responsive, acting as an extension of your team, making daily use and reporting with the software efficient and time saving.
- Minerva provides independent insight into hauler data, automatically calculates commercial generator compliance metrics, and includes single click access to the data used to calculate each metric.
- Minerva is currently being used by over 40 California jurisdictions to track their SB 1383 compliance.
- Minerva tracks commercial generator SLCP recycling compliance over time, so the hauler and the City are able to visually see progress due to customer rollouts and activity updates.
- Minerva enables users to track compliance activities among staff, haulers and outreach contractors.
- Our firm has provided consulting service to over 100 cities. We are experts regarding SB 1383 compliance.

If you have any questions, please call me at (951) 704-9776 or email me at dave@msw-consultants.com.

Sincerely yours,

David Davis, CMA I President, MSW Consultants, Inc.
41760 Ivy St., Suite 203, Murrieta, California 92562
(951) 704-9776 | dave@msw-consultants.com

2 Pricing

Annual Subscription Fee	1-year Subscription	5-year Subscription*
Annual Minerva Subscription Fee*	$17,000	$85,000
Minerva Setup Fee (one time)	$2,000	waived
Optional managed services (50 hours at $175 per hour)	$8,750	

*Paid $17,000 per year. Includes all features, ongoing support, updates, and up-to-weekly service data imports.

3 References

ReThink Waste, (South Bayside Waste Management Authority)
Reagan Chung
Recycling and Compliance Program Manager
(650) 610-1625
rchung@rethinkwaste.org

ReThink Waste recently competitively selected Minerva. ReThink Waste manages the solid waste programs of eleven jurisdictions; all served by Recology.

County of Fresno
Mike Griffey
Senior Staff Analyst
(559) 600-4307
mgriffey@fresnocountyca.gov

The County of Fresno has been a Minerva subscriber since 2022. The County has seven haulers that operate in unincorporated areas. Minerva is currently focused on entering new waivers and identifying customers that need outreach to become compliant with a 3-container collection system. First quarter service data has been imported from all available haulers. We are currently working with another hauler, who has a new billing system, to provide data to be imported into Minerva.

Imperial Valley Resource Management Agency (IVRMA)
Maricela Galarza
Program Manager
(760) 996-0972
maricelagalarza@imperialctc.org

The IVRMA has been a Minerva subscriber since 2023. The IVRMA has two haulers that provide service to eight jurisdictions. Minerva is currently focused on entering route review and other activity data into the system. First quarter service data has been imported from both haulers for each of the eight jurisdictions in the IVRMA.

City of Pasadena
Whitney Jacobs
Program Coordinator
(626) 744-7168
wjacobs@cityofpasadena.net

The City of Pasadena selected Minerva via RFP in 2023. The City provides municipal service exclusively to residential customers. The City has over ten commercial haulers with actively updated quarterly service data.

City of Torrance
Liliana Myers
Policy and Resource Specialist
(310) 618-6283
lmyers@torranceca.gov

The City of Torrance has been a Minerva subscriber since 2023. The City provides municipal service exclusively to residential customers. The City has over ten commercial haulers with actively updated quarterly service data.

City of Vallejo
Natasha Gallatin
Environmental Services Manager
(707) 649-3512
natasha.gallatin@cityofvallejo.net

The City of Vallejo has been a Minerva subscriber since 2023. The City of Vallejo is served by Recology. The City initially used Minerva with Recology's old billing system, and has since migrated to Recology's new billing system. Minerva is currently focused on overall compliance by adding waivers and exemptions. Generator editing is being utilized to show that customers are sharing containers. The city is under a Compliance Evaluation, so the Implementation Record is consistently being updated when new information becomes available. First quarter service data has been imported into Minerva.

4 Resumes



David Davis
President

Mr. David Davis is a Certified Management Accountant (CMA) with over 30 years of experience in solid waste management, program planning, and regulatory compliance for public agencies. He specializes in working with municipal managers to maximize the value of their solid waste services, drawing on his extensive background in both the private and public sectors. As a chief financial executive for local hauling and landfill divisions of a national waste company, and as a senior manager in the City of Riverside's Department of Public Utilities, he has overseen financial reporting, budgeting, cost analysis, rate design, and operational reviews.

Mr. Davis's expertise includes the analysis and design of customer rates, competitive procurement for collection and recycling services, feasibility studies, diversion program evaluation, compliance audits, and operational funding strategies. He also leads the strategic direction of MSW Consultants' software solutions, ensuring they deliver actionable data and measurable results for city clients.



Tim Krueger
Director of Software and Technology

Mr. Tim Krueger is a skilled information systems and technology professional with expertise in user experience, network and systems management, website and cloud application design, and security. Since joining MSW Consultants in 2022, he has re-architected the Minerva platform to support the recordkeeping and reporting requirements of SB 1383.

Mr. Krueger leads the development team, oversees software updates and feature builds, and works closely with municipal clients to develop best practices for data analytics and compliance tracking. He has supported the County of San Luis Obispo, San Diego, Fresno, and Merced, as well as the cities of Whittier, Placentia, Rancho Palos Verdes, La Habra, Lomita, Lynwood, Orange, and Stanton—many with open competition hauler relationships. His role includes managing extensive data imports, ensuring technical functionality, and providing responsive support for seamless client operations.



Brian Marshall
Data & Client Success Specialist

Mr. Brian Marshall manages data imports, quality control, and client support for MSW Consultants' software platform, ensuring compliance tracking and reporting accuracy for municipal programs. With over 10 years of business experience in financial forecasting, data analysis, and customer service, he brings both technical expertise and a strong focus on client satisfaction.

Since joining MSW Consultants in 2022, Mr. Marshall has worked on software engagements for the County of San Luis Obispo, San Diego, Fresno, and Merced, and the cities of Whittier, Placentia, Rancho Palos Verdes, La Habra, Lomita, Lynwood, Orange, and Stanton. He has managed over 36 onboarding instances, provided client training, and developed solutions to process challenges, helping cities fully leverage the capabilities of the Minerva application.



Keeli Holm
Client Success Coordinator

Ms. Keeli Holm provides day-to-day client support, onboarding, and training for municipal users of MSW Consultants' software solutions. With an Associate's degree in Social and Behavioral Sciences and over 15 years of experience in customer service, sales, marketing, and coaching, she brings adaptability, strong communication skills, and a focus on operational excellence.

Since joining MSW Consultants in 2023, Ms. Holm has contributed to outbound marketing efforts, technical support, and data collection for compliance tracking, particularly for SB 1383 organics and edible food recovery programs. She leverages her expertise in Excel, research, and client coordination to ensure smooth implementation and ongoing success for city clients.

5 Minerva Application Details

This section details the features and benefits of Minerva, followed by application screenshots.

Feature Highlights of Minerva™

Implementation Record

- Records are organized by year, regulatory category, and sub-category for easy navigation, adding new records, status review and auditing.
- Easily include single or bulk file attachments such as photos, documents, and spreadsheet records.
- Quick reference regulatory text to see what is required for each sub-category.
- View summary list by entire Implementation Record, listing category and sub-category. Click to view uploaded documents.
- Easy text and files audit export of the Implementation Record files and text.

Reporting

- Compliance Dashboard with visual status indicators, EAR metrics, and simple 1 click advanced filter reports for SB 1383 (SLCP), AB 1826 (MORe), and AB 341 (MCR).
- Desktop Compliance Reviews become very quick and easy to determine where to focus attention.
- Advanced, transparent, generator location-based editing and reporting, which accounts for all active accounts and services a generator may have, even generators with multiple haulers.
- Reports can be exported as .xlsx or .csv files or can be printed directly from the browser.
- Reports can be filtered by thirty-four (34) different variables like “hauler”, or “Container Collection System”, or “SLCP, MORe, or MCR recycling status.” allowing quick and specific customizable reports.
- Extensive custom reporting through easy and detailed data exporting capabilities.

Compliance Matrix Tracking

- Tracks commercial and residential SLCP compliance, as well as the MORe, & MCR compliance status of individual waste generators by location and can report on the associated accounts that comprise any reported figure.
- Tracks the specific organic material types (per SB 1383) generated and the diversion status for each, ensuring that generators have the containers needed to divert organic waste and non-organic recyclables from the landfill.
- Identifies which SLCP collection system (1, 2, 3, 3+, or Other) and SLCP container (gray, blue, green, or brown) a generator may have and identifies what SLCP containers a generator may need to be SLCP compliant.
- Recommend and approve SLCP waivers (jurisdiction & department), MORE/MCR exemptions as well as MORe/MCR alternative compliance methods with status monitoring, issue date tracking, and automatic compliance updates.

Edible Food

- Mark accounts as edible food generators and link them to edible food recoverers.
- Dynamic fields determine edible food generator, tier 1, tier 2, or unregulated status.

- Easy export of commercial edible food generator, an edible food recoverer lists for addition to the Implementation Record.
- Realtime calculation of the total number of commercial edible food generators and recoverers in the jurisdiction.
- Create manual accounts to track edible food recoverers outside of the jurisdiction.

Education and Outreach

- Location or account linked activities such as notes, photos, documents, waivers and more that remain accessible even as haulers change account numbers, services or information.
- Facilitates mobile site visit documentation, uploading of documents and photos right from a tablet or mobile device.
- Outreach history per location independent of hauler billing system account level changes.
- Saved contacts can be directly emailed to, which promotes ease of communication.

Data Importing System

- MSW works directly with your hauler to obtain commercial and residential compliance related service data.
- Data importing using existing consistent hauler billing system data query. No template required. Standard plan includes four (4) imports per year with additional service data imports as often as weekly if needed at no cost.
- Requires consistent data query. New data schema creation fee of $500 per import if non-standard reports are provided by hauler in future periods.

Data and Compliance Management

- Add manual accounts to Minerva™ to:
  - Track commercial edible food generators or recoverers that do not have their own hauler service account or are outside of the jurisdiction.
  - Track individual businesses that do not have their own hauler service account, for example: businesses that are located in a multi-business location, like a strip mall, or track a Food Recovery Organization/Service that is outside the jurisdiction.
  - Track the compliance of other entities that you do not want to be included in the service level compliance calculations for CalRecycle.
- Edit the Generator Type. If a hauler categorizes an account as commercial due to having commercial containers, but the location is actually a single-family residence, you can change the Generator Type to a residential to accurately report their CalRecycle Generator Type.
- Link a Minerva account to a different Generator by Generator ID or address. If an imported account address is incorrect or incomplete, or shares containers with another Generator, the Generator can be edited to make it correct, or accurate for the jurisdiction's compliance reporting needs.

Activity Manager

- Assign and track completed and pending activities by type including waivers, route review inspections, edible food inspections, notes, site visits, NOV's, follow-ups, and more.

User Access

- Unlimited users for jurisdiction staff, IT, and outreach consultants.
- Jurisdiction staff can view all hauler data rolled up, or filter the data down to a single hauler.
- Unlimited hauler users. Each hauler user is constrained to view only data related to their accounts.
- Regulator can be added as a user during implementation record audits.

System Capabilities

- Microsoft Azure, cloud-based, encrypted, data protection and backup.
- Standard Microsoft SSO included. (Federation with one or more Identity Providers can be added at an additional cost)
- Designed for use on desktop and tablet but accessible via mobile phone as well.

On-boarding Process

During the setup and on-boarding process, our staff will:

- Schedule a kickoff meeting with the jurisdiction to coordinate the on-boarding process.
- Work with each hauler and their staff to obtain hauler services data export file using an existing hauler billing system query and gaining an understanding of the available containers and diverted materials for each container by jurisdiction.
- Create initial hauler specific data schema, unique to the jurisdiction, to import service data consistently over time.
- Setup jurisdiction users and establish user access via established jurisdiction/company email.
- Setup and train users on full functionality of the system.

Other Included:

- Cyber liability insurance up to $2,000,000.
- Enterprise grade hosting, security and IT infrastructure.

6 Application Screenshots:

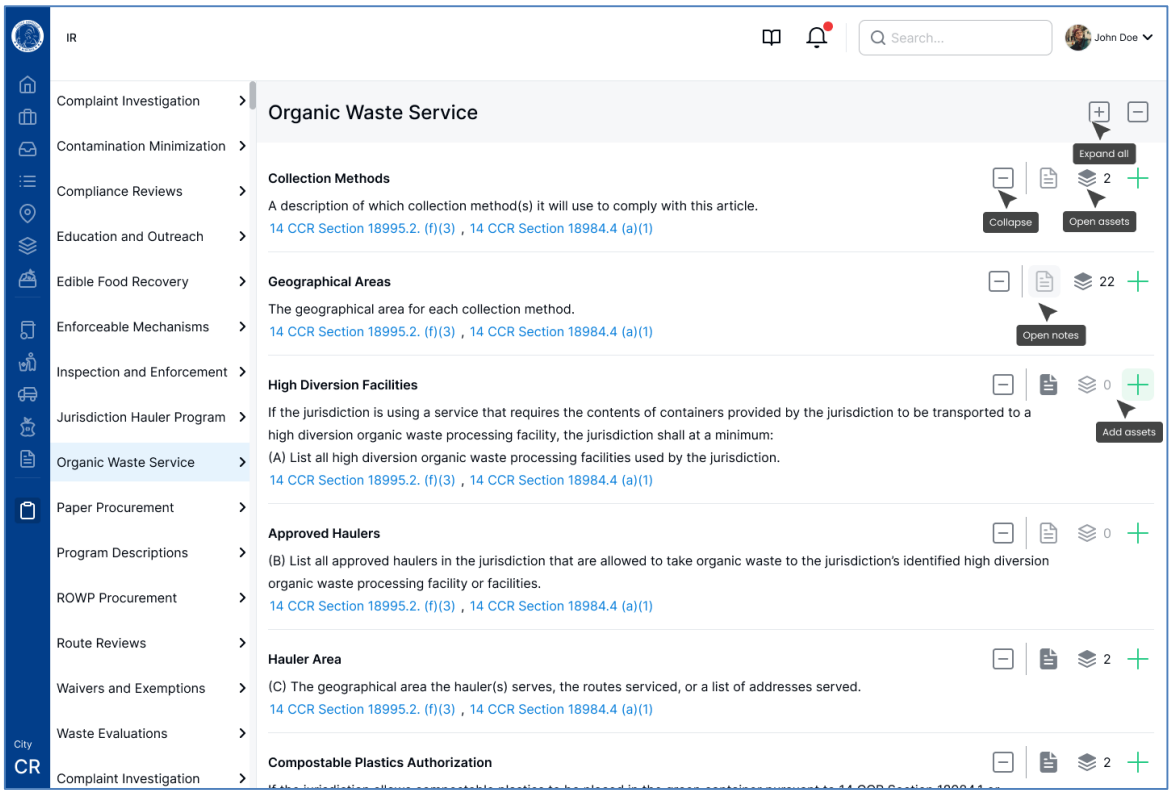
Dashboard (includes easy to use, clickable “info cards” for easy to access EAR required data for SLCP, MORe, & MCR reporting)



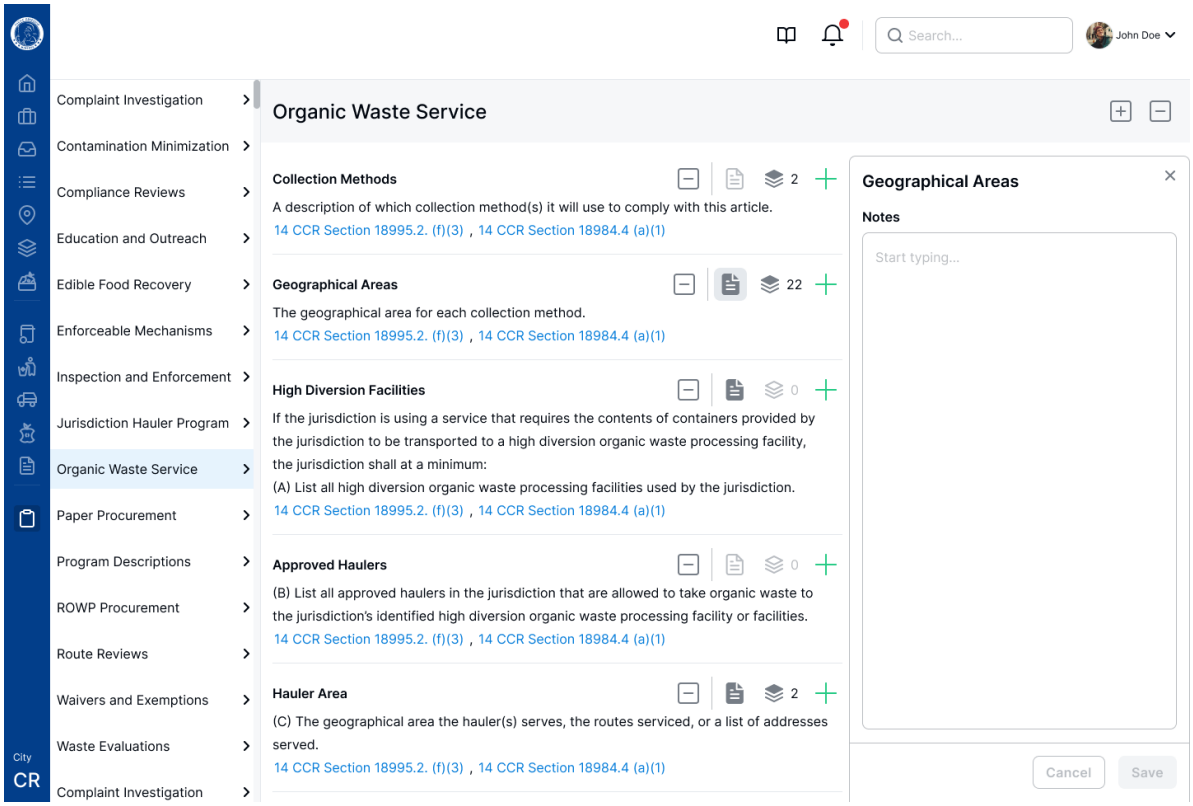
Non-Compliance by specific material type analyis



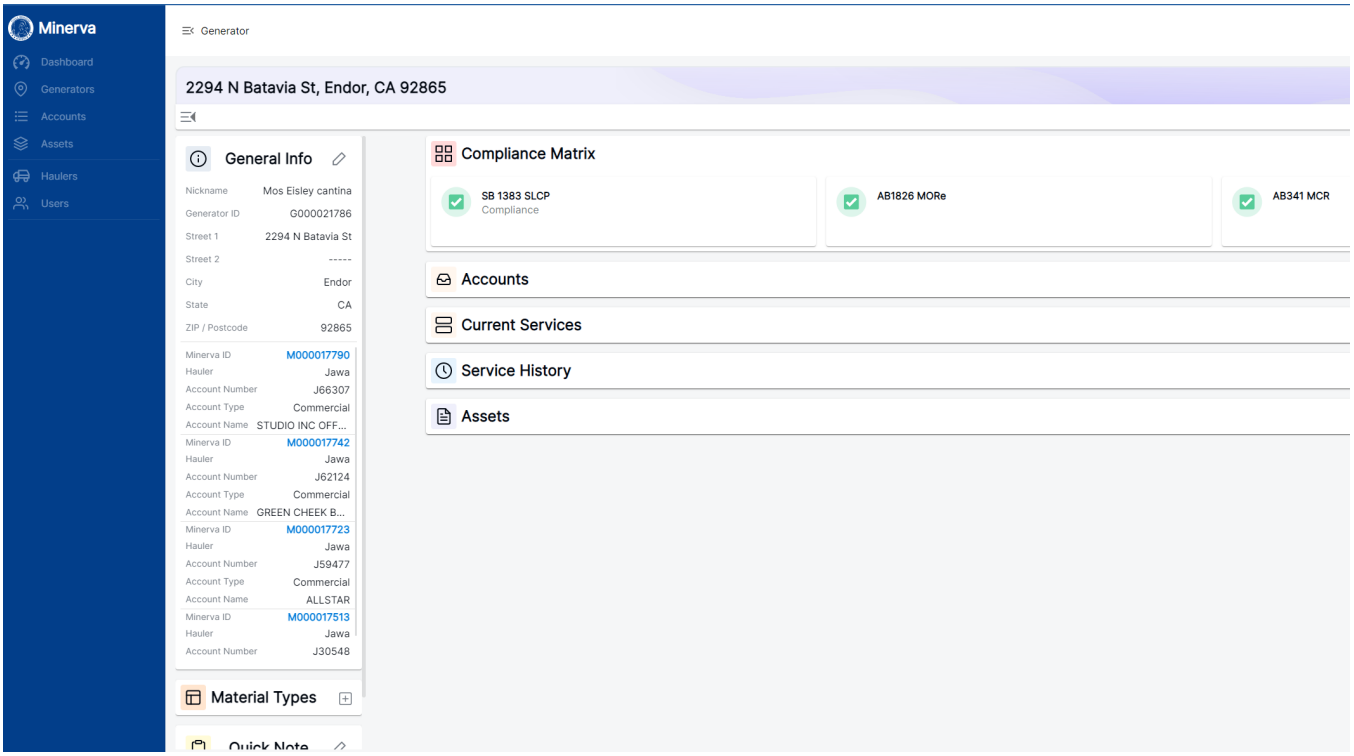
Implementation Record (Category & Sub-Category view) with Tool Tips



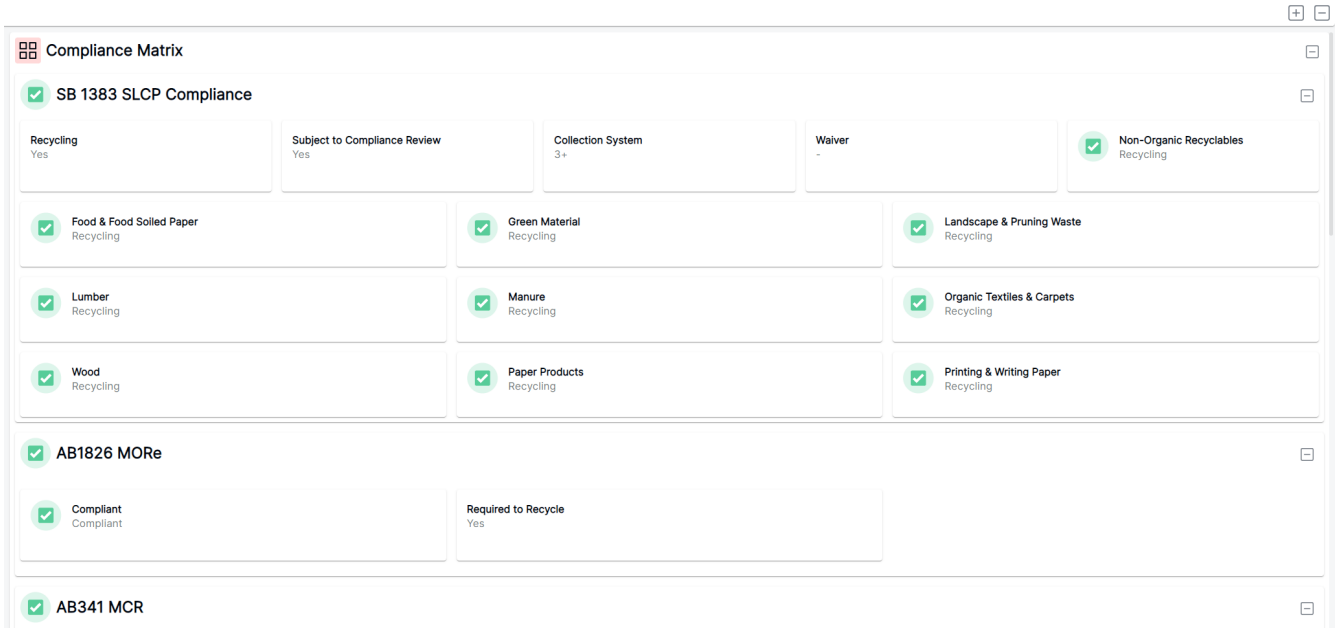
Implementation Record (Sub-Category "Quick Note")



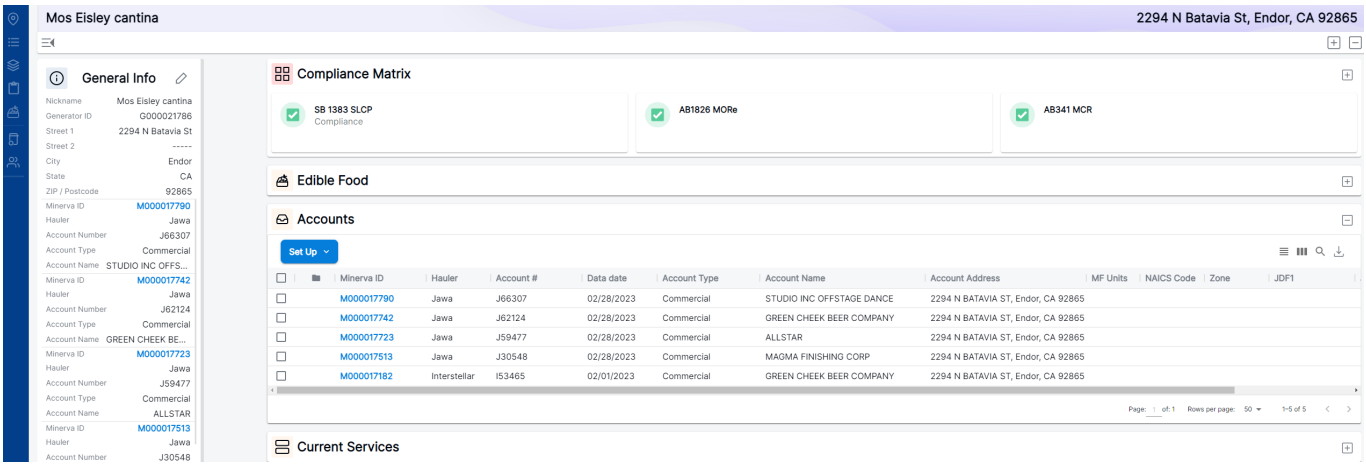
Summary Top Level page at Generator (location-based reporting)



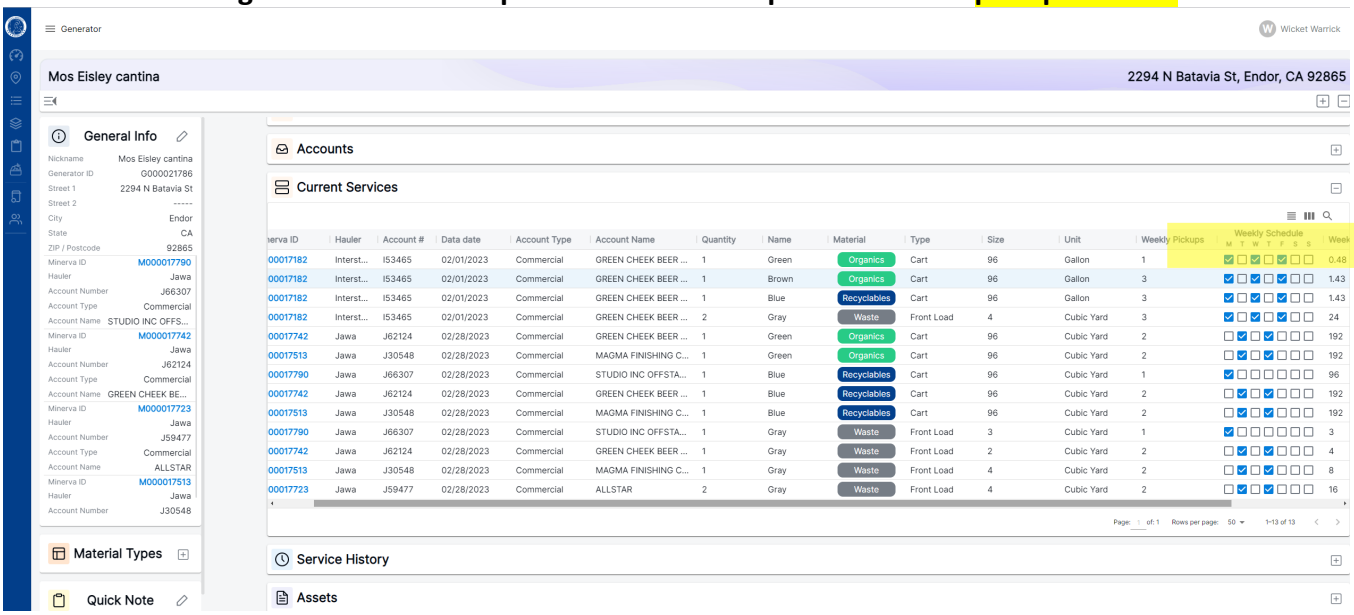
Location based Compliance "Status" Matrix (for each location)



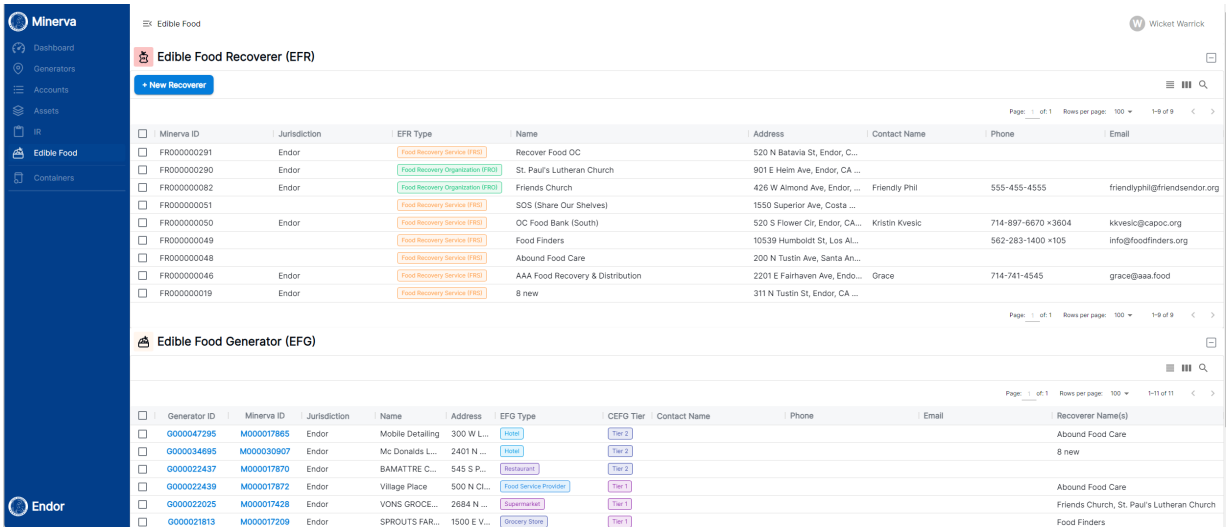
Generator location with multiple accounts



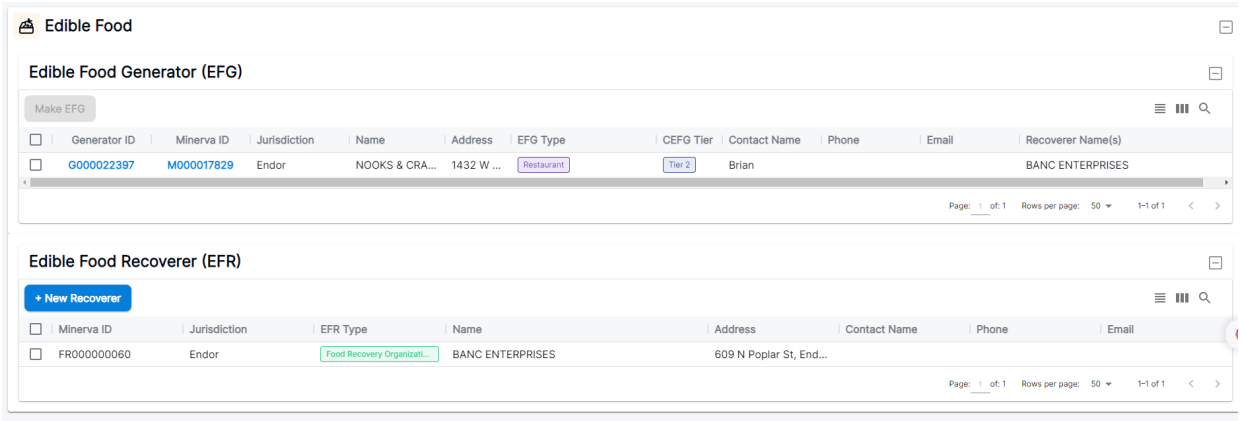
One generator with multiple haulers and multiple services and pickup schedule



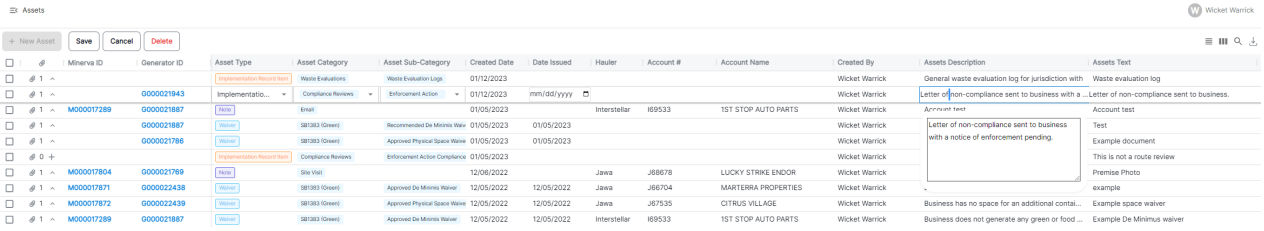
Edible Food Generators and Recoverers Management Page



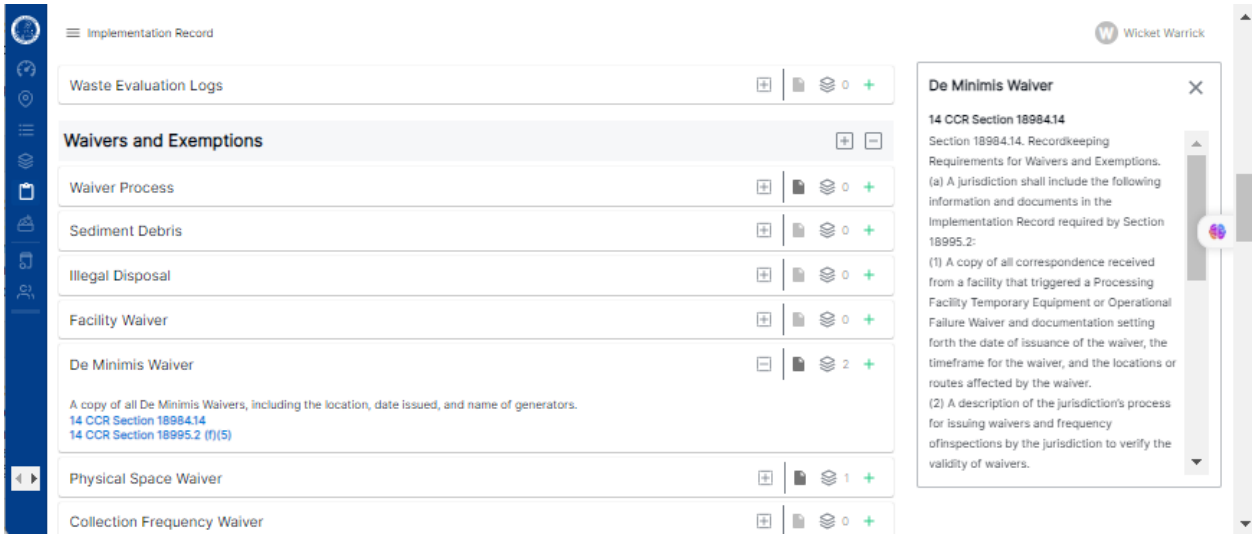
Individual Edible Food Generator and Recoverer Setup



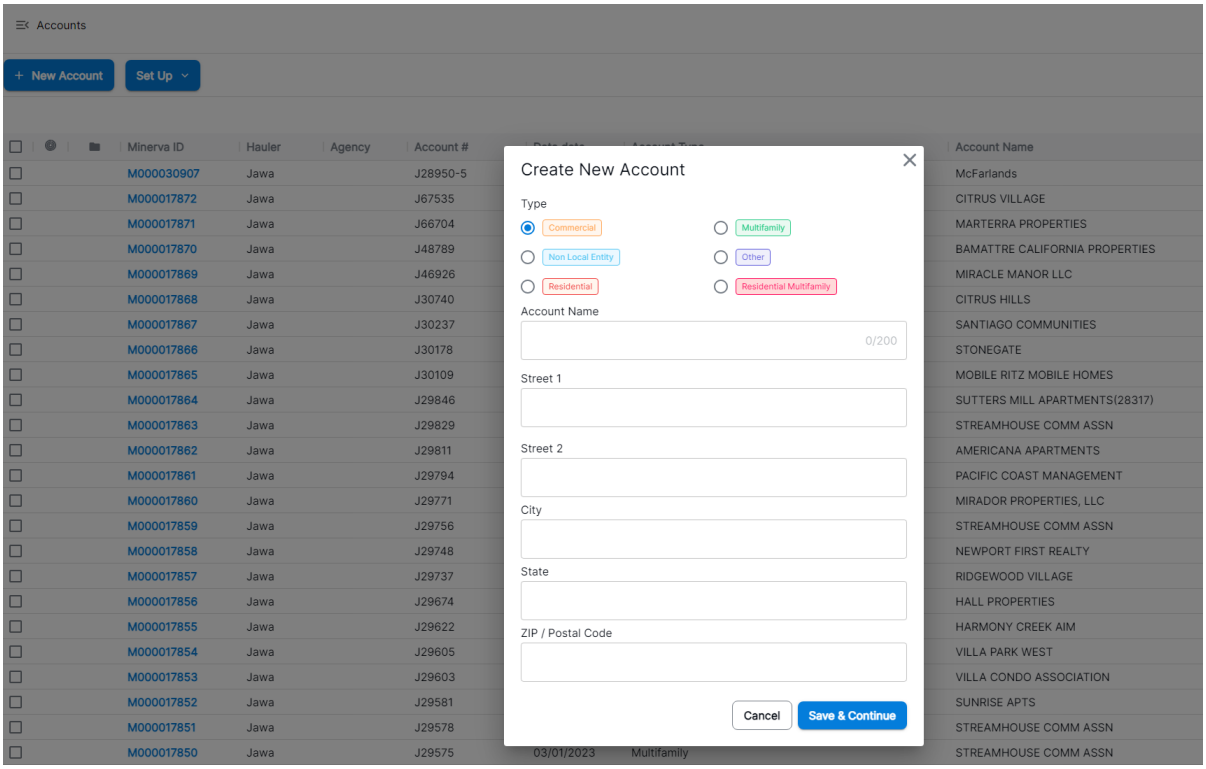
List view of Activities (with in-line editing). Includes Implementation Record listings.



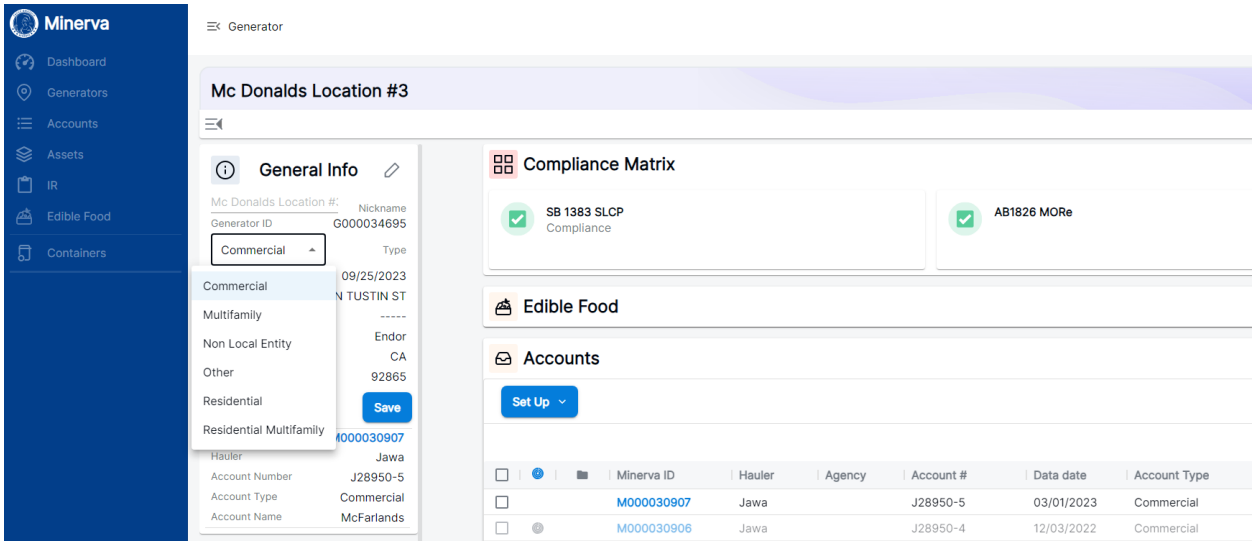
Implementation Record-Tracking all activity for CalRecycle annual requirements.



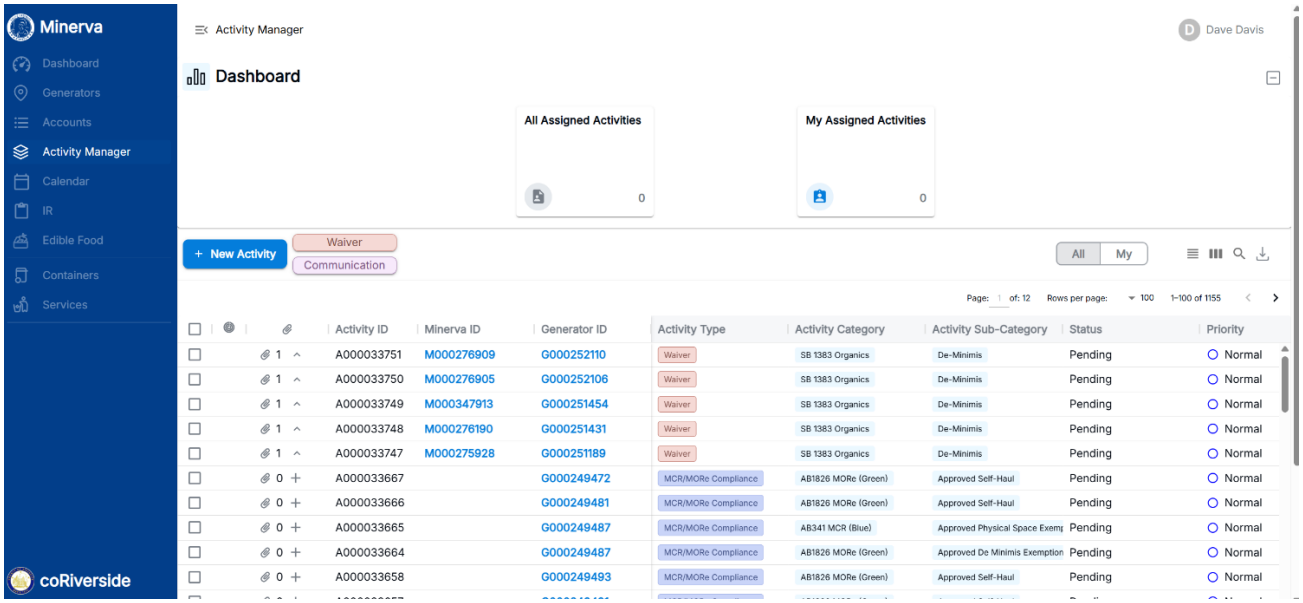
Add manual accounts (Accounts with no contracted service or FRO's out of the jurisdiction)



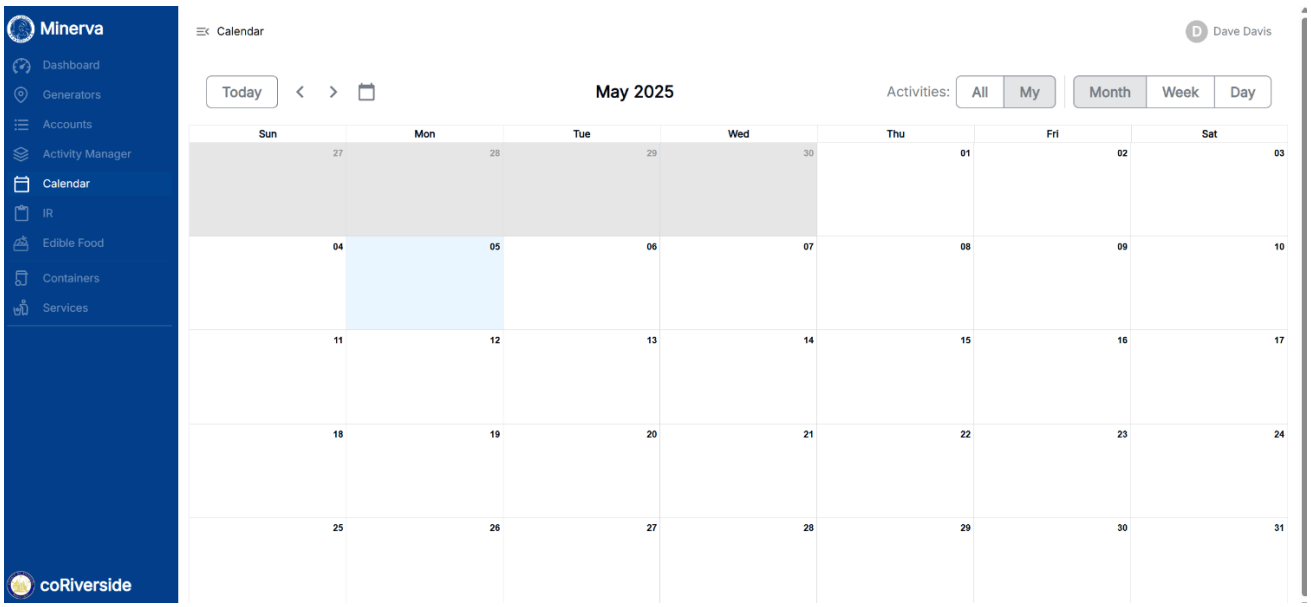
Edit Generator type (i.e. from commercial to residential)



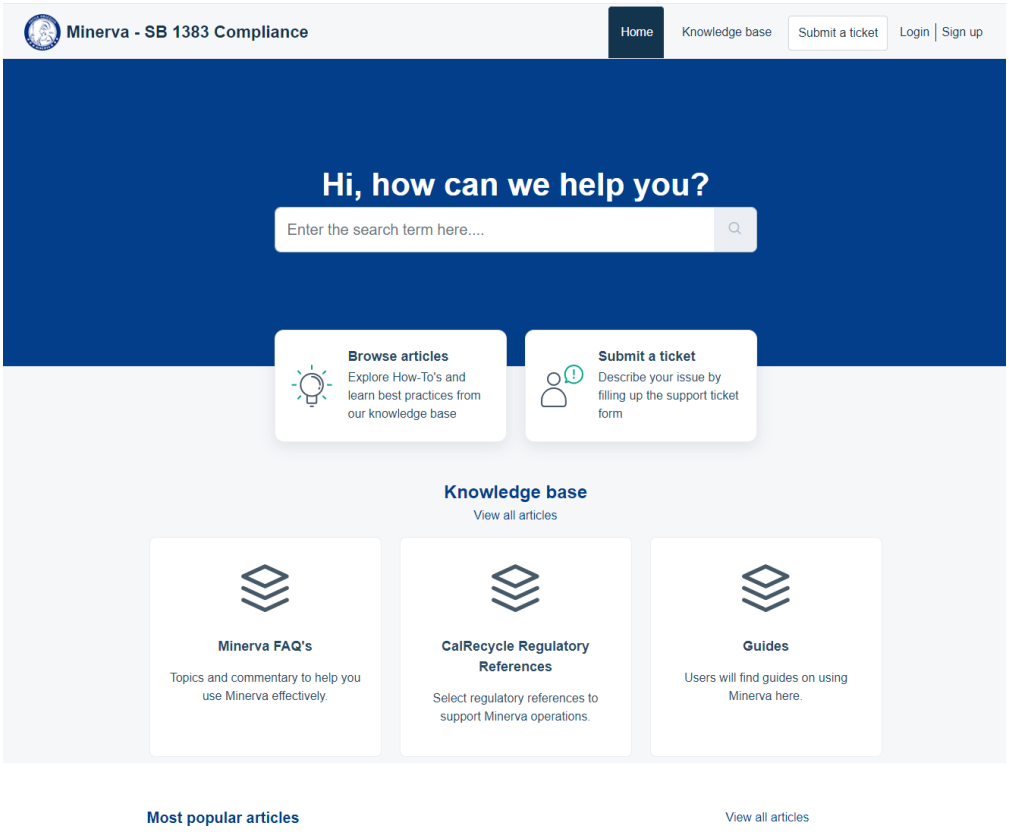
Activity Manager – List Report



Activity Manager – Calendar View



Online Knowledge Base and FAQ portal (in addition to immediate phone/email support)



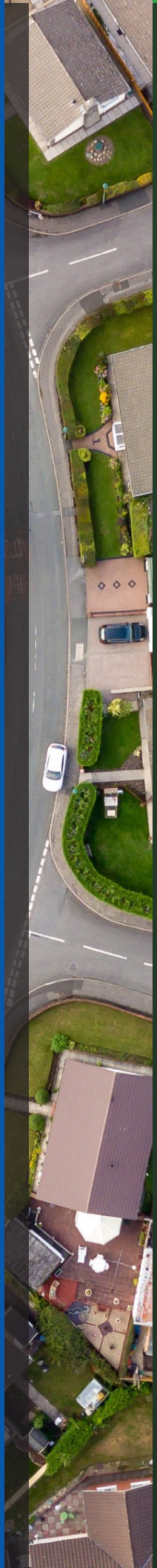
The features described above represent only a portion of Minerva's capabilities. We welcome the opportunity to provide additional information, address any questions, or schedule a follow-up discussion to review the proposal in detail and outline potential next steps.

We appreciate your consideration and interest in Minerva and look forward to the possibility of partnering with the City of Lawndale to support its program goals.

David Davis
President
MSW Consultants
41760 Ivy St., Suite 203,
Murrieta, CA 92562

(951) 704-9776
Minerva®

ATTACHMENT 3



Q-19070

City of Lawndale - CA

Routeware

Routeware

QUOTE NUMBER Q-19070

Routeware, Inc.
7719 Wood Hollow Dr.
Suite #150
Austin, TX 78731

Order	Q-19070
Good Through:	Mar 15 2026
Payment Terms:	Net 30
Term	36 Months

Ship To

Grace Huizar
City of Lawndale - CA
4722 Manhattan Beach Blvd,
Lawndale, California 90260
United States
ghuizar@lawndale.ca.gov

Bill To

City of Lawndale - CA
4722 Manhattan Beach Blvd
Lawndale, California 90260
United States

Salesperson	Phone	Email
Tom Osmun	(615) 474-0751	tom.osmun@routeware.com

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Lawndale - CA is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Lawndale - CA who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc's express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Routeware

QUOTE NUMBER Q-19070

SERVICES

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Program Tracker Implementation	Each	1	$5,000.00	$5,000.00
			SERVICES TOTAL (USD):	$5,000.00

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Recyclist Essential	Annually	1	$28,296.00	$28,296.00
Up to 30k Population				
Program Tracker	Annually	1	$0.00	$0.00
RST Data Import - Prepaid	Annually	4	$0.00	$0.00
			SUBSCRIPTIONS TOTAL (USD):	$28,296.00

Payment Terms -

Software Fees are invoiced thirty (30) days after the Contract Start Date (the Effective Service Date).

Invoices for Recurring Subscriptions shall be issued annually in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive anniversary thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

For Time and Materials projects and Install Services, Company will submit invoices for services to Customer by the 10th of the month following the month in which Company provided services.

For Fixed Fee and all other services, 100% shall be billed upon the Effective Service Date.

Company's invoice will include a date, an invoice number, a purchase order number and a description of the goods or services.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order will be deemed acceptance of such terms.

https://www.routeware.com/Clients/ Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Additional Terms -

SOW Additional Term

Mutual agreement of the accompanying Statement of Work (SOW) or Work Authorization (WAF) for the implementation is required prior to contract execution.

Any Time and Materials hours included in this Order represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. Fixed Fee Pricing reflects Routeware's current understanding of the business requirements and the anticipated future state of the project. All fee and timeline estimates are based on the information provided to-date, including system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, level of participation, complexity of processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order, which may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

Usage Limit Terms -

Customer is authorized to employ the product solution(s) for up to the limits specified above. Additional charges will be incurred if the solution(s) are used beyond these specified limits.

Accounts Payable Details:

Name: _____

Title: _____

Email: _____

Phone: _____

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

City of Lawndale - CA

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Purchase Order Details:

Purchase Order number: _____

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

Routeware, Inc, and Affiliates

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Please sign and email to Tom Osmun at tom.osmun@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:

7719 Wood Hollow Dr
Suite #150
Austin, TX, 78731

(512) 298-5107 | Corporate Offices
(877) 906-8550 | Toll Free
www.Routeware.com

STATEMENT OF WORK

Purpose

This statement of work ("SOW") and any addenda attached hereto, sets forth the deliverables associated with the Routeware Inc. implementation of licensed software/subscription services (hereafter "Product" or "Services") as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter "Agreement", executed by the City of Lawndale, CA ("Licensee" or "Customer" or "Subscriber") and Routeware Inc. ("Licensor" or "Provider").

This SOW and attached Addenda set forth the scope and objectives, project stages, project governance and objectives, gate checks and lifecycle stages, and change management, applicable to the implementation of the Product or Services as further identified within the Routeware Inc. line of business below:

- ☐ **Smart City**
  - ☐ **Solid Waste**
  - ☐ **Snow/Sweep**
  - ☐ **Smart City Driver App – Routeware TaaS**
  - ☐ **Smart City Driver App – BYOD**
  - ☐ **GeoTab Devices**
- ☐ **ReCollect**
  - ☐ **Small Implementation**
    - ☐ **Collection Calendar**
    - ☐ **Waste Wizard**
    - ☐ **Sorting Game**
      - ☐ **Custom Artwork**
    - ☐ **Mobile App**
  - ☐ **Large Implementation – The addition of the features below triggers Large Implementation**
    - ☐ **Special Request Tool**
    - ☐ **Cart Request Tool**
- ☒ **Recyclist Program Tracker**
- ☐ **Compliance Publishing**

Routeware Inc.’s Gate Checks

Routeware Inc. will develop a project plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the project plan will be documented, reviewed, and approved by the respective project managers for the Customer and Routeware Inc. In addition, a summary of requested changes will also be reviewed during the scheduled gate check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware Inc. will structure the project into several phases designed to ensure success. Routeware Inc. will work collaboratively with the Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware Inc. will assign a core implementation team.

Routeware Inc. will execute gate check reviews at the completion of the Discover, Design, and Deploy stages of the project lifecycle. The gate check reviews provide the following:

Stage 1 - Discover

The Discover stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware Inc. and Customer project team members. It also includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware Inc.'s best practices for a specific Customer's needs, and the import of Customer data.

Stage 2 - Design

The "future state" is documented, reviewed, and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the Customer provided access to the solution. There will be progressive "targeted" training and begin the solution familiarization process for key users, along with the creation of a validation plan to be used during the Deploy stage. The Routeware Inc. team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "solution complete".

Stage 3 - Deploy

The Deploy stage includes scenario-based training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Discover and Design stages. Scenario-based training - typically conducted with Customer-identified "super users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the super users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the validation plan, the milestone of "solution acceptance" is confirmed by the Customer. At go-live there is final training and practice for end users and drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware Inc. aids the Customer during the go live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to support, and project closeout.

Services

The scope of Services outlined below provides a breakdown of the key components and gate checks of the Routeware Inc. implementation and the corresponding deliverables provided by Routeware Inc. and the Customer.

	Routeware Inc. Deliverables	Customer Deliverables
Discover	**Key activities include:** ● Project kick-off ● Develop implementation plan/key milestones ● Complete pre-implementation documents ● Review, document, and approve business requirements: ○ Scenarios	**Key activities include:** ● Define/assemble project team ● Project planning ● Define measures of project success **Key deliverables include:** ● Process questionnaires

	○ Reporting ○ Integrations ○ Data workshop/Data import **Key deliverables include:** ● Draft project plan ● Session agendas ● Documented business requirements ● Environment provisioning/solution installation	● Provide documented process to model recommended configuration ● Provide sample data sets
Design	**Key activities include:** ● Define, configure, document and approve future state ● Conduct status meetings ● Update project plan ● Install solutions(s) ● Targeted training on data maintenance, transactions etc. ● Solution familiarization exercises ● Drafting solution validation plan ● Creation of scenario-based training plan ● Conduct status meetings **Key deliverables include:** ● Data import (3 imports into test environment) ● Solution configuration ○ Users ○ Customers ○ Equipment ○ Routes ○ Codes ○ Other applicable data ● Session agendas ● Targeted training ● Final solution configuration ● Design gate check ● Project plan revisions	**Key activities include:** ● Customer completes recommended Product training ● Attend all system configuration sessions ● Complete all action items after each system configuration session ● Required configuration and testing ● Internal process review ● Attend all design sessions ● Complete solution familiarization exercises ● Attend all status meetings ● Begin work on change management activities **Key deliverables include:** ● Approved business requirements ● Provide data for import ○ Accepted file formats include .csv or .xml ○ Updated data sets as required ● Approved future state configurations ● Enumeration of test plans ● Solution familiarization activities ● Data maintenance ● Transaction practice ● Solution validation ● Usage documentation and/or standard operating procedures (SOPs) ● Approval/sign-off
Deploy	**Key activities include:** ● Scenario-based super user training ● Solution validation (user acceptance testing, UAT) ● Creation of end-user training plan ● Solution acceptance milestone ● Conduct status meetings ● Update project plan	**Key activities include:** ● Solution validation activities ● End-user training plans ● Approval/sign-off ● Solution acceptance **Key deliverables include:** ● End-user training and practice

	• End-user training and practice • Go-live cutover • Issue management and stabilization • Transition to support • Project closeout **Key deliverables include:** • Scenario-based training • Readiness gate check • Project plan revisions • Go-live cutover and stabilization assistance • Issue management and resolution • Transition to support • Project closeout	• Issue triage and management

Recommended Product Implementation Order

DISCLAMER:

- All implementation durations noted below are estimates based on previous implementation projects. Timelines for your implementation of each system will vary based on a number of variables including, but not limited to, data quality, resource availability, and the size/complexity of your operation.
- Routeware's implementation teams will always prioritize quality over speed and will provide and maintain a detailed project plan based on your particular needs and goals.

1. Data Workshop

Completion Time: 4-12+ weeks depending on data quality and integrity.

- Routeware's Project Management and Implementation resources in conjunction with Routeware's data experts will work in collaboration with your project team to acquire the data required for system configuration from your legacy system in its current state.
- Routeware's data experts will map your data to configure your new system.
- Routeware's implementation team will work with your project team to validate this data work before and after it's imported.
- Routeware's project team will work with your project team to create a "Go-Live data refresh" plan to ensure data is refreshed as close to go-live as possible.

Note: While Routeware can map your data to the new system, Routeware's ability to "Clean" legacy data is limited. Your resources may be required to make adjustments to data within the legacy system.

2. Customer and Operations Management – Smart City

Implementation Time: Date Validated and Complete + 12 weeks

- Source of truth for all data related to customers and operations.
- These systems will integrate with and/or supply nearly all of the data that additional Routeware products require.
- These systems are the "heaviest lifts" to implement in the Routeware product suite. "It's all downhill from here."
- These systems are set up in the image of "How the organization operates today" while keeping potential final state changes to the operation in mind.
    - Routeware recommends not making any unnecessary changes to existing operational processes to avoid undue stress on end users. E.g. If you're planning to optimize your route

plans and implement on-board computers for drivers as a part of this project, Routeware strongly recommends not implementing both at the same.
    - Routeware's Project Managers will assist your operation with planning the best steps for getting from where you are today to your desired final state.

3. **Compliance Tracking – Recyclist, Compliance Publishing**
   Implementation Time: 6-8 weeks
   - Implementing Recyclist can technically be done at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, Routeware recommends kicking off the Recyclist implementation following the completion of the Customer and Operations Management system.

4. **Customer Communication & Education – ReCollect**
   Implementation Time: 6-12 weeks depending on modules purchased.
   - ReCollect can technically be implemented at any time in parallel with other products assuming your implementation resources have enough bandwidth. However, depending on the ReCollect modules purchased, ReCollect will work in concert with your Customer and Operations Management system and as such Routeware recommends starting the ReCollect Implementation following the Customer and Operations Management system implementation to avoid duplication of effort in the provisioning processes.

Assumptions

- All data to be imported will be provided in the Routeware Inc.-approved .csv, .sql or .xml format, and will not require transformation during the import process.
- The Customer will provide adequate resources and key decision makers required to meet tasks associated with implementation milestones.
- The Routeware Inc. project manager will be the primary contact throughout the project, will coordinate the efforts of implementation consultants and subject matter experts (SMEs) throughout the project, and will establish a cadence of status meetings with the Customer.
- The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.

Out of Scope

- Interfaces – No interfaces to 3rd party applications are included in this Scope of Work.
    - If an interface to a 3rd party technology solution is required a secondary SOW will be drafted following process discovery and technical scoping conversations including Routeware, the customer, and the 3rd party technology provider.
- Custom Reports – Reporting is robust across all Routeware Inc. solutions. If you require unique custom reports, those will be scoped separately with an estimate for your consideration.
- Customized development work to any Routeware system.
- Development of non-standard workflows, use cases, or business practices.
- Development of non-standard training documents

SOW Change Order

Changes to a SOW will require a written change order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule for the performance of the applicable Services. Upon Routeware Inc.'s receipt of a change order request from the Customer, Routeware Inc. will promptly notify the Customer if Routeware Inc. believes that the change order request requires an adjustment to the fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. During such negotiations, Routeware Inc. may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the change order request unless and until the parties have executed an applicable change order. Any time and materials that are required to evaluate a change order request are billable at Routeware Inc.'s then-current standard rates.

Services Summary

All pricing for the Professional Services described in this Scope of Work is included in the accompanying Order Form(s) #Q-19070. Fees are based on a fixed fee structure and reflect Routeware Inc.'s current understanding of the Customer's business requirements and the anticipated future state of the project. Any changes to this Scope of Work or requests for additional services will require a new SOW and may incur additional charges at Routeware Inc.'s then-current rates. Final acceptance of this SOW will follow the formal quote which includes this document.

☒ **Fixed Fee**

Professional Services	Description	QTY
Recyclist Implementation	Requirements confirmation, solution configuration, documentation, training, go live assistance	1

Confidentiality Statement

This SOW, including all attachments, copies, and derivatives thereof, is considered Routeware Inc. confidential information, and is subject to all obligations of confidentiality set forth in the Agreement.

ATTACHMENT 4 - SMART COMPLIANCE, LLC AGREEMENT

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

SB1383 COMPLIANCE MANAGEMENT SOFTWARE AND SUPPORT SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 15th day of June, 2026, by and between the City of Lawndale, a municipal corporation ("City"), and SMART Compliance, LLC ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Contractor 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 Contractor's Proposal. The Scope of Services shall include the Contractor'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. Contractor 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. Contractor 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 Contractor'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, Contractor warrants that Contractor (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 Contractor, 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 Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably

contemplated therein. Contractor 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 Contractor anticipates and that Contractor 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. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor 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, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Thousand dollars ($100,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor'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 Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor 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 Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor 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 Contractor 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 Contractor 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 Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor'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. Contractor 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor'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 continue in full force and effect until completion of the services no later than June 15, 2031.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Judi Gregory is hereby designated as being the representative of Contractor 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 Contractor 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 Contractor 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 Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor

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 Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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 Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 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 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 $2,000,000 insurance in an amount not less than $1,000,000 per claim with respect to loss arising from the actions of Contractor 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 Contractor 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, Contractor 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 Contractor 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.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Contractor'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 Contractor.

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 Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor 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 Contractor'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", Contractor 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 Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor 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, Contractor 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor 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. Contractor 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 Contractor, 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 Contractor 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. Contractor may retain copies of such documents for its own use and Contractor 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response

to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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, Contractor shall immediately cease all work or services hereunder except such

as may be specifically approved by the Contract Officer. Contractor 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 Contractor. If termination is due to the failure of the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor 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 Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor 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. Contractor 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 Contractor, 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 shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The parties hereby expressly agree to the use of electronic signatures, which shall be deemed to have the same effect as an original signature. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission.

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

CONTRACTOR:
SMART Compliance, LLC
a [California corporation]

By: _____
Name: Judi Gregory
Title: CEO

By: _____
Name: Bob Hollis
Title: CIO

Address: 6625 N Calle Eva Miranda, Suite A
Irwindale, CA 91702
855-724-1383
info@smart1383.com

EXHIBIT "A"

SCOPE OF SERVICES

SB 1383 Recordkeeping Software Services

In an effort to continue to improve upon SB 1383 requirements, the City of Lawndale is requesting proposals to provide an SB 1383 compliant record keeping and reporting system to track and monitor its SB 1383 Implementation and Program Records as well as other State solid waste and recycling requirements. The City of Lawndale seeks a specialized software platform to manage SB 1383 compliance, specifically for route review inspections, edible food recovery outreach and inspections, data analytics, photo documentation, enforcement recordkeeping, and jurisdictional reporting as required by CalRecycle. Proposed systems shall meet current and future CalRecycle SB 1383 Implementation and Record Keeping Requirements in addition to the items noted below.

Implementation of the SB 1383 Implementation Record and program tracker includes:

- Configuring data import process to align with City and City's franchise waste hauler data and SB 1383 programs
- Importing initial compliance records from record keeping systems
- Setting up user accounts and permissions
- Customizing database fields to meet SB 1383 record keeping and reporting needs

Program Tracker System shall at a minimum include:

- Commercial, multi-family and residential generator database for tracking:
  - Service levels
- Number, types of bins, pick-up frequency
  - Contact information
  - AB 1826 & AB 341 compliance
  - SB 1383 compliance
- Implementation Records Storage
- Ongoing Compliance and Monitoring Records storage
- Recovered Organic Waste Product (ROWP) tracking
- Ability to track and monitor waivers
  - Notes
  - Log/history of activity
- Ability to upload, track, log and pull reports of all education and outreach activities including:
  - Various types of media, including but not limited to print, electronic, and events.
  - Types of outreach
  - Social Media Impressions
- Software features to schedule and track outreach to commercial/multi-family/industrial generators, inspections, monitoring, enforcement including:
  - Site Visits
  - Phone Calls
  - Emails
  - Photos taken

    - Task lists and calendars
    - Task reminders & summaries
    - Scheduling
    - Email notifications
    - Tracking of customer interactions
    - Ability to log/track general correspondence not associated with a generator
- Log route audits/route reviews
    - Integration with ArcGIS and Survey123.
    - Route reviews/contamination inspections to automatically populate to the City's Implementation Record, including a copy of the generator outreach and photos.
- Level of contamination
- Compliance/Violation Tracking
- Prior or current Notices of Violations
- Notes
- Education and outreach material left behind
- Any supporting documentation
- Edible Food Recovery
    - Integrates with Edible Food Recovery Organization software system records and inspections
    - Built-in inspections for edible food generators, food recovery organizations, self-haulers, and organic generators
- Customization of standard forms and reports to meet reasonable program needs and SB 1383 Requirements, such as:
    - Tracking local programs and pilot projects
- Reports in list and/or graph format, with ability to search, sort and filter, and to export to Excel, PDF, or image file
- Cloud-based database that syncs data across all users in real time
    - Gravity Forms and Gravity Views on WordPress, allowing the City to manage resident-submitted inspection data, scheduling, and analytics dashboards in a fully hosted environment
- Web-based application, with mobile app for iOS and Android
- Secure web hosting with weekly backups
- Daily Help and Technology Support (Monday-Friday)
    - Custom Voice and Chat AI Agents
- Unlimited users (Internal and External)

Data Import includes:

- Hauler customer data inputs shall be uploaded at least biannually
- Processing and importing a single-tab Excel worksheet or CSV file
    - Data template provided to upload customer data
- For service record data imports:
    - Importing new accounts, identifying possibly closed accounts and service-level changes
    - Updating generator compliance statuses to align with new data

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a "claims-made" basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

Consultant shall be compensated for services performed pursuant to this Agreement in accordance with the rates and terms set forth herein. Consultant shall submit invoices describing the work performed and associated charges. The City shall review and process approved invoices for payment within thirty (30) days of receipt of a complete and accurate invoice (“Net 30” terms).

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Lawndale SMART1383 Schedule of Performance-Estimated

Timeline	June			July			
Step	**15-Jun**	**22-Jun**	**29-Jun**	**6-Jul**	**13-Jul**	**20-Jul**	**27-Jul**
Discovery							
Complete Contract and Administrative Req.	Signed						
Kickoff Meeting							
Request/receive account and service data							
Configuration							
Configure system							
Set-up user logins							
Customize templates							
Add route review and waste evaluation tools							
Add reports							
QA							
Data Migration							
Set-up data tables and dashboards							
Import account data							
Client review of primary data							
Additional data, photo, and file ingestion							
Training							
Training							
Client access to training portal							
Go Live							
Go Live with Client Portal							
Project Build Completion							

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Raylette Felton, Interim City Manager
PREPARED BY:	Michael Reyes, Municipal Services Director
SUBJECT:	**First Amendment to Contract Services Agreement with Southwest Patrol for Fiscal Year 2026 Through 2028**

BACKGROUND

In July 2023, the City of Lawndale partnered with Southwest Patrol to provide an additional level of safety and security for Lawndale Over the years, Southwest Patrol has provided security services to the City by patrolling City property, facilities, and parks, as well as addressing non-permitted vendors and homeless engagement. While the initial focus for contracting with Southwest Patrol was to provide security services, Southwest Patrol have surpassed their original purpose and have become an integral part of the City's operation by assisting in the reduction of crime and vandalism to City facilities and in the community, which improves public safety and quality of life issue within the City of Lawndale.

STAFF REVIEW

Since contracting with the City, Southwest Patrol Officers have made a pronounced impact in the community. Southwest Patrol Officers conduct daily and evening patrols of all City buildings, parks, and streets, including internal patrols of the Lawndale Community Center and City parks; respond to staff calls for assistance; engage daily with the persons experiencing homelessness to provide and encourage acceptance of resources and/or services; and provides an additional set of eyes and ears to assist our Sheriff's Department in crime prevention and keeping the community safe. The services provided by Southwest Patrol have resulted in a significant decline in the number of encampments on City streets, in City Parks, and throughout the neighborhood.

As the term of the agreement with Southwest Patrol will expire on June 30, 2026, staff is recommending an amendment to extend the term of the agreement for a two year period, from July 1, 2026, through June 30, 2028. This amendment would keep the same level of service currently provided with a potential cost of living adjustment in Fiscal Year 2026-27. Staff reached out to Southwest Patrol to inquire about their interest in amending the term of the agreement. Southwest Patrol agreed to this extension with a proposed hourly rate increase from $55 per hour to $57.75 per hour, equivalent to a 5% increase for the first year due to inflation and cost of services and has been included in the proposed budget for Fiscal Year 2026-2027. The second year of the Extended Contract will include a 4% increase to the per hour rate, bringing the hourly rate to $60.00 per hour for all hours worked between July 1st, 2027 through June 30th, 2028, not to exceed the Consumer Price Index (CPI) with a cap of 5%.

Any future changes in cost or services will be discussed and brought back to City Council for approval, prior to implementation. Southwest Patrol Officers are professional, courteous, and dedicated to serving the City of Lawndale and have become excellent ambassadors for this community.

LEGAL REVIEW

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

FISCAL IMPACT

The cost of services for FY 26/27 is estimated to be $365,000. This amount has been included the budget for FY 26/27. Staff has also included an additional allocation to cover any overtime costs or unexpected contingencies. No additional budget amendment is needed.

RECOMMENDATION

Staff recommends that the City Council approve the first amendment to the contract service agreement with Southwest Patrol in a form approved by the City Attorney's Office to continue to provide security services for the City of Lawndale.

Attachments

A. Southwest Patrol Amendment 1.pdf

B. Southwest Contract - Original.pdf

ATTACHMENT A

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR SECURITY SERVICES WITH SOUTHWEST PATROL

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 1st day of June, 2026, by and between the City of Lawndale, a municipal corporation (herein "City") and Southwest Patrol, Inc., a California corporation ("Contractor").

RECITALS

WHEREAS, City and Contractor entered into that certain Agreement entitled "Contract Services Agreement for Armed Security Services" (the "Agreement") effective on or about July 21, 2025; and

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

AGREEMENT

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

1. Section 2.1 of the Agreement (Contract Sum) is amended as follows:

   "For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit C* and incorporated herein by this reference, but not exceeding the maximum contract amount of seven hundred thirty thousand dollars ($730,000), except as provided in section 1.6.

2. Section 3.4 of the Agreement (Term) is amended as follows:

   ""Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 1, 2026, and continue in full force and effect until completion of services no later than June 30, 2028."

3. Exhibit C to the Agreement is amended as follows:

   SCHEDULE OF COMPENSATION

   Southwest Patrol shall be compensated at a rate of $57.75 per hour per armed security guard for up to 5,824 hours per year, for a total of $336,336. This contract shall be in effect through the end of the 2026-27 fiscal year.

   Southwest Patrol shall bill the City for time worked, billing in increments of six minutes (0.1 hours). The City will not be billed for time an officer spends traveling to or from City facilities or for time while an officer is on break. The City will not pay a higher hourly rate because an officer is being paid overtime by Southwest Patrol except on those nine holidays honored by Southwest Patrol and agreed upon in this contract by the City of Lawndale.

MISCELLANEOUS PROVISIONS

4. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.

5. 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.

6. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The parties hereby expressly agree to the use of electronic signatures, which shall be deemed to have the same effect as an original signature. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission.

7. 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.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment 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:
Southwest Patrol, Inc.
a California corporation

By: _____
Name: John Stirn
Title: President

By: _____
Name: Mike Gagon
Title: Account Manager

Address: Southwest Patrol
1800 E. Lambert Rd. #155
Brea, CA 92821

[END OF SIGNATURES]

ATTACHMENT B

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ARMED SECURITY SERVICES

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

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

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

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

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

4.0 COORDINATION OF WORK

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

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

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

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response

to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such

as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager,

as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

[NOTE TO STAFF: TWO signatures are required if the Consultant is a corporation, company or partnership. Delete this note in preparing your agreement.]

CONSULTANT:
Southwest Patrol
a [California corporation]

By: _____
Name: John Stirn
Title: President

By: _____
Name: Mike Gagon
Title: Manager

Address: 1800 E. Lambert Rd. Suite 155
Brea, CA 92821

EXHIBIT "A"

SCOPE OF SERVICES

General Scope of Services and Contractual Hours:

Southwest Patrol Armed Guards will provide armed security services not to exceed 5,824 hours annually on fiscal year basis commencing July 21st, 2025, and ending on June 30th, 2026. Shifts will include seven day a week coverage during the day from 8:00 am until 4:30 pm, and a second night shift will commence at 6:00 pm and last until 2:30 am every night of the fiscal year. Shifts will include patrols of Lawndale Civic Center including City Hall and the Lawndale Community Center, as well as the Municipal Services Building. Guards will also be expected to patrol the Public Works yard as well as all City parks and public streets. Southwest Patrol Guards will be expected to report any criminal activity that they observe to LASD deputies contracted to Lawndale. Guards will also be expected to make contact with individuals engaging in any activity not permitted by the City of Lawndale, including illegal vending and camping on public streets and at public facilities. These public facilities should include, but not be limited to the following City facilities:

- Harold E Hofmann Community Center located at 14700 Burin Ave.
- Lawndale City Hall and Plaza area located at 14717 Burin Ave.
- Lawndale Municipal Services Building located at 4616 Grevillea Ave.
- Lawndale Public Works Building located at 4722 Manhattan Beach Blvd.
- All City owned parks
- All other areas designated by the City as potential areas of concern

Consultant Personnel Requirements:

Southwest Patrol Guards shall provide licensed personnel equipped and trained in appropriate procedures for armed security services, which will include, but are not limited to continuous patrols throughout the designated supervision areas, positive conflict resolution skills, a friendly and non-confrontational demeanor and the ability to receive and convey information related to the services being sought by the City of Lawndale. Southwest Patrol will also be expected to contact any homeless individuals within the City and remove them from any private or public property if they are trespassing or violating local camping ordinances and assist them in relocating to shelters or other proper locations for habitation. Southwest Patrol Guards shall also be expected to contact any vendors selling food or other items without proper licenses and permits and stop their unlicensed sales and/or ensure they depart from the City.

Consultant Personnel Replacement Procedure:

Southwest Patrol shall ensure that adequate reserve personnel are available to immediately replace any armed guard that is late or fails to show up for a scheduled assignment. Southwest Patrol shall inform the Municipal Services Department staff the name of the individual replacing the primary personnel assigned and when such individual will be in place in cases of absence, tardiness or other circumstances that render the City without the required coverage. The City shall not be billed for time during which armed security services are not provided.

Contractor Supervision:

Southwest Patrol shall provide supervisory personnel to randomly check on its employees providing armed security services to the City to ensure that the applicable services are being performed as required by Southwest Patrol and the City. The designated supervisory personnel must be available to designated City personnel via cell phone during the times in which services are being provided to the City.

Contractor Training:

Southwest Patrol shall provide armed security personnel who are licensed and properly trained for the performance of all duties as armed security officers. Southwest Patrol's employees shall conduct themselves in accordance with the requirements of the laws and codes of the State of California pertaining to armed security officers. No security officer(s) shall be placed into service with the City for any reason without possessing the required licensing and being properly trained by Southwest Patrol according to its company's adopted training methods.

Uniforms/Apparel:

While providing service to the City each armed security officer(s) shall (1) wear a Southwest Patrol's designated and supplied uniform that is easily recognizable as the uniform of a security guard; and (2) possess safety and communication device(s) with the ability to contact the local law enforcement agency, company dispatch, and the company supervisor or other applicable company management personnel.

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Delete when not applicable.]

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

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

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

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

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

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

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

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Southwest Patrol shall be compensatated at a rate of $55.00 per hour per armed security guard for up to 5,824 hours per year, for a total of $340,494. This contract shall be in effect through the end of the 2025/26 fiscal year.

Southwest Patrol shall bill the City for time worked, billing in increments of six minutes (0.1 hours). The City will not be billed for time an officer spends travelling to or from City facilities or for time while an officer is on a break. The City will not pay a higher hourly rate because an officer is being paid overtime by Southwest Patrol except on those nine holidays honored by Southwest Patrol and agreed upon in this contract by the City of Lawndale.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Unless directed otherwise by the City in writing, Southwest Patrol shall provide one properly trained and licensed employee to serve as a security guard for the City at the following days and times, and patrolling the designated locations identified in Exhibit "A:

Monday through Sunday, seven days a week from 8:00am until 4:30 pm

Monday through Sunday, seven nights a week from 6:00 pm until 2:30 am.

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE:	June 15, 2026
TO:	Honorable Mayor and City Council
FROM:	Jose Hernandez, Interim Community Development Director
PREPARED BY:	Jose Hernandez, Interim Community Development Director
SUBJECT:	**Approval of Contract Services Agreement with Michael Baker International, Inc. for CDBG Program Administration and Labor Compliance Services (FY 2026-2027)**

BACKGROUND

The CDBG funds are federal funds received by the City as a participant in the Los Angeles Urban County CDBG Program through the Los Angeles County Development Authority (LACDA) allocation. These funds may only be expended in areas of Lawndale determined to be eligible for block grant assistance and may be used for projects and programs such as senior services, nutrition programs, and street improvements.

The City has engaged the services of Michael Baker International (MBI) to assist City staff with the administration of the City's CDBG program. MBI has provided these technical services since 2018. The current contract with MBI for Fiscal Year 2024-2025 is scheduled to expire on June 30, 2026.

STAFF REVIEW

In the past year, MBI has managed the City's CDBG program. MBI has demonstrated that it is familiar with the way LACDA functions and operates, which is critical to the City program's administration, given that all program funds must be reviewed, processed, and approved by LACDA. MBI intimately understands the City's programs and needs, and thus, Staff is confident that MBI's ability to assist in the administration of the CDBG program.

During the 2026–2027 fiscal year, the City will have approximately $797,277 in CDBG funds available as a participating city through the Los Angeles County Development Authority (LACDA). This includes approximately $244,358 in the FY26-27 allocation and $552,919 in the remaining FY25-26 CDBG budget (as of February 28, 2026). Of this amount, $346,128 will remain in the 602714-24 Street Improvement project, $206,791 will remain in the 602748-25 Street Improvement Project, and $244,358 will be allocated to the new 2026-2027 Street Improvement project. Michael Baker is proposing a not-to-exceed cost of $99,990 for CDBG administration and labor compliance services, per the breakdown in the table below:

CDBG Administration and Labor Compliance Costs:		
Task	**CDBG Budget**	**Cost**
602714-24 Street Improvement Project	$346,128	
Task 250 - CDBG Administration		$9,975

602748-25 Street Improvement Project	$206,791	
Task 450 - CDBG Administration		$16,875
Task 550 - Labor Compliance Services		$24,445
FY26-27 Street Improvement Project	$244,358	
Task 600 - CDBG Administration		$20,562
Task 700 - Labor Compliance Services		$28,133
Total	**$797,277**	**$99,990**

LEGAL REVIEW

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

FISCAL IMPACT

Funding for this item has been included in the FY 2026-2027 budget. No additional appropriations needed at this time.

RECOMMENDATION

Staff recommends that the City Council approve the contract services agreement with Michael Baker International, Inc. for the Community Development Block Grant Program Administration and Labor Compliance Services for FY 2026-2027.

Attachments

Attachment 1 - Cost Proposal for Lawndale FY 26-27 CDBG Services.pdf

Attachment 2 - Michael Baker Service Agreement FY 26-27.pdf

Attachment 1
Cost Proposal for Lawndale FY 26-27 CDBG Services

Michael Baker
INTERNATIONAL

We Make a Difference

April 15, 2026

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

RE: AMENDMENT NO. 2 PROPOSAL TO PROVIDE FISCAL YEAR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM SERVICES

Dear Mr. Kann:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this request for Amendment No. 2 to our Professional Services Agreement with the City of Lawndale (dated July 1, 2024) to increase the budget to continue assisting the City with administration and labor compliance services for their CDBG programs.

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

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

BUDGET
During the 2026–2027 fiscal year, the City will have approximately $797,277 in CDBG funds available as a participating city through the Los Angeles County Development Authority (LACDA). This includes approximately $244,358 in the FY26-27 allocation and $552,919 in the remaining FY25-26 CDBG budget (as of February 28, 2026). Of this amount, $346,128 will remain in the 602714-24 Street Improvement project, $206,791 will remain in the 602748-25 Street Improvement Project, $207,704 will be allocated to the new 2026-2027 Street Improvement project, and $36,654 will be allocated to the D96349-26 Senior Activities Program. Michael Baker is proposing a not-to-exceed cost of $99,990 for CDBG administration and labor compliance services, per the breakdown in the table below:

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

Task	CDBG Budget	Cost
602714-24 Street Improvement Project: Task 250 – CDBG Administration*	$346,128	 $9,975
602748-25 Street Improvement Project: Task 450 – CDBG Administration Task 550 – Labor Compliance Services**	$206,791	 $16,875 $24,445
2026-2027 Street Improvement Project: Task 600 – CDBG Administration Task 700 – Labor Compliance Services**	$207,704	 $16,875 $24,445
Task 800 – D96342-26 Senior Activities Program	$36,654	$7,375
TOTAL:	**$797,277**	**$99,990**

**It is anticipated the FY2024-25 Street Project will be completed during the first quarter of FY2026-27.*

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

Please find our key personnel hourly rates in the table below, beginning July 1, 2026*:

Name/Title	Hourly Rate
Micheal Neal, Program Manager	$180
Shannon Andrews, Project Manager	$175
Jessica Budin-Caloroso, Labor Compliance Manager	$160
Robert Villa, Labor Compliance Officer	$125
Ranique Dotson, Labor Compliance Specialist	$95
Shannon Martin, Technical Specialist	$95

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

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

Sincerely,

Fareeha Kibriya
Office Executive

Shannon Andrews
Project Manager

Please acknowledge your acceptance and approval of this Amendment No. 2 by signing in the space provided below.

Amendment No. 2 Approved By:

_____

Peter Kann
City of Lawndale
Community Development Director

Signed: _____

Attachment 2
Michael Baker Service Agreement FY 25-26

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

CDBG ADMINISTRATION ASSISTANCE AND IMPLEMENTATION

AND LABOR COMPLIANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of June, 2026, by and between the City of Lawndale, a municipal corporation ("City"), and Michael Baker International, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of ninety-nine thousand nine hundred ninety dollars ($99,990) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 1, 2026, and continue in full force and effect until completion of the services no later than June 30, 2027.

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

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

By: _____
Name: Michael Tylman

Title: Assistant Secretary

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

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

EXHIBIT "A"

SCOPE OF SERVICES

CDBG ADMINISTRATION AND IMPLEMENTATION

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

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

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

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

4. Review and maintain files for all CDBG projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LABOR COMPLIANCE SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Identify violations and investigate complaints of underpayment to workers.

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

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

- Require escrow accounts to ensure payment of outstanding wages.

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

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

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

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Records

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Clean Water Act

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

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

- National Environmental Policy Act of 1969.

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

- Energy Policy and Conservation Act

- Executive Order 11738

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

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

- LOS ANGELES COUNTY REQUIREMENT

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

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

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Compensation Rate

Staff Person	**Hourly Rate:**
Michael Neal, Program Manager	$180
Shannon Andrews, Project Manager	$175
Jessica Budin-Caloroso, Labor Compliance Manager	$160
Robert Villa, Labor Compliance Officer	$125
Ranique Dotson, Labor Compliance Specialist	$95
Shannon Martin, Technical Specialist	$95

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

Task Budgets

Task	**Amount**
Items 1-18 of the CDBG Administration Scope of Services	$43,725
Senior Activities Program	$7,375
Labor Compliance Scope of Services:	$48,890
GRAND TOTAL:	**$99,990**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ https://www.lawndalecity.ca.gov

DATE: June 15, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim 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.