



CITY OF LAWDALE
AGENDA OF THE LAWDALE
CITY COUNCIL REGULAR MEETING

Monday, August 17, 2026, 6:30 PM
Council Chambers
14717 Burin Ave
Lawndale, CA 90260

How to Participate in the Meeting:

Any person who wishes to address the City Council regarding an agenda item or any matter within the City Council's subject matter jurisdiction, whether participating in person or remotely, is invited, but is not required, to complete a Public Meeting Speaker Card and submit it to the City Clerk prior to the oral communications portion of the meeting. Individuals participating remotely may submit a completed speaker card by email to cityclerk@lawndale.ca.gov. A speaker card is provided solely to help ensure the speaker's name is accurately reflected in the meeting minutes and, if necessary, to provide contact information for staff follow-up.

How to Attend the Meeting:

Members of the public may attend the meeting in person or remotely using the Zoom meeting information provided on this agenda.

Members of the public may observe the meeting live on YouTube "Lawndale CityTV", the CityTV Website Channel 3, and Lawndale Community TV (Spectrum Channel 22 & Frontier Channel 29).

Remote Participation via Zoom

Join from PC, Mac, iPad, or Android:
(You may click on the link below to join)

[https://us06web.zoom.us/j/83482519564?](https://us06web.zoom.us/j/83482519564?pwd=jFZSJCGd479bYvbv8DIPoB1W7Ia4qY.1)
[pwd=jFZSJCGd479bYvbv8DIPoB1W7Ia4qY.1](https://us06web.zoom.us/j/83482519564?pwd=jFZSJCGd479bYvbv8DIPoB1W7Ia4qY.1)
Meeting ID: 834 8251 9564
Passcode: 052113

To request to speak:

1. Click the "**Raise Hand**" button in the **React** menu when the Mayor opens the public comment period.
2. Please wait for City staff to call on you before speaking. You may choose to state your name before providing your comments. Attendees will be muted until the public participation period is opened.

Join via One tap mobile:

+16694449171,,83482519564#,,, *052113# US

+16699006833,,83482519564#,,, *052113# US

Meeting ID: 834 8251 9564
Passcode: 052113

To request to speak:

1. Dial *9 on your phone after the Mayor opens public comment.
2. When prompted press *6 to unmute your line and begin speaking. You may choose to state your name before providing your comments. Attendees will be muted until the public participation period is opened.

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. PRESENTATIONS

2. Recognition of Commander Nicole N. Palomino

— Presentation of City plaque to Commander Nicole N. Palomino in recognition of her service to the City of Lawndale in the role of Captain, South Los Angeles Station

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 3 through 7 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

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. CC-2608-040 authorizing the payment of certain claims and demands in the amount of \$327,504.65.

5. Minutes of the Lawndale City Council Regular Meeting, August 3, 2026

— Recommendation: that the City Council approve the minutes.

6. Consideration of Claim for Damage against the City

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

7. Youth Advisory Committee Appointments for 2026-2028 Term

— Recommendation: that the City Council 1.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2608-041; and 2.) Adopt Resolution No. CC-2608-041 as amended.

H. ADMINISTRATION

8. Community Development Block Grant ADA Sidewalks Award of Contract

— Recommendation: that the City Council 1) Award the construction contract to Hardy & Harper, Inc., in the amount of \$63,000.00 for the CDBG Project No. 602748-25 Various Locations ADA Sidewalks & Access Ramps Project; 2) Approve the construction Contingency of \$15,750.00 for CDBG Project No. 602748-25 Various Locations ADA Sidewalks & Access Ramps Project; 3) Approve the CDBG Consultant costs of \$15,000.00 for Administrative and Labor Compliance costs; 4) Authorize the City Manager to file a Notice of Project Completion with the Los Angeles County following the completion of the project; and 5) Find that this project is exempt from the provisions of CEQA pursuant to CEQA Section 15301 (c), maintenance or repair of existing streets involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination are categorically exempt from the provisions of CEQA.

9. Memorandum of Agreement for Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Programs and Enhanced Watershed Management Program for the Dominguez Channel Watershed

— Recommendation: that the City Council authorize the City Manager to enter into a Memorandum of Agreement for the period of July 1, 2026 through June 30, 2029, between the cities of Los Angeles, Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, the Los Angeles County Flood Control District, the County of Los Angeles, and the South Bay Cities Council of Governments for a total of \$84,944 for Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) and the Dominguez Channel Watershed Management Area.

10. Human Resources Interim Services

— Recommendation: that the City Council approve the Professional Services Agreement with MV Cheng & Associates for professional human resources consulting services in the amount of \$49,500.

11. American Rescue Plan Act Funds Use Update and Reallocation

— Staff recommends the reallocation of \$80,000 from the Buy Local Program and \$179,202 from the Hawthorne Boulevard Street Improvement Project to the Youth Teen/Development Center Project for a total of \$259,202 to be expended by December 31, 2026. This reallocation would leave a remaining balance of \$7,250 for the Buy Local Program, which would be available through December 31st 2026, or until funds are depleted, whichever occurs first.

12. Contract for Kenneling and Animal Care Services

— Recommendation: that the City Council approve the contract with Lovejoy Foundation for Kenneling and Animal Care Services for the City of Lawndale.

13. Service Agreement with Lightbox for Geographic Information Services (GIS) System

— Recommendation: that the City Council approve the 2026-2027 Order Form with Lightbox Vision for geographic information system services for a one year term in the amount of \$20,982.70.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

14. Discussion of Status of Investigative Report

Requested by Councilmember Suarez.

— Recommendation: that the City Council discuss and determine whether to make the above-referenced report available in redacted form to the public.

15. **Report of Attendance at Meetings**

K. CLOSED SESSION

16. **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.

17. **Conference with Legal Counsel – Existing Litigation**

— The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).

L. ADMINISTRATION - Additional Business Item

18. **Approval of City Manager Employment Agreement and Appointment of New City Manager**

— Recommendation: Pending closed session discussion.

M. ADJOURNMENT

The regular meeting scheduled to be held on September 7, 2026, was canceled by order of the City Council on June 15, 2026.

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, September 21, 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, August 17, 2026, was posted no less than 72 hours prior to the meeting.

/s/ Yvette Palomo
Yvette Palomo, Assistant City Clerk

Date Posted: August 13, 2026



CITY OF LAWDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting 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: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Diane Parsley, Executive Assistant
SUBJECT: **Recognition of Commander Nicole N. Palomino**

BACKGROUND

The City Council will present a city plaque to Commander Palomino, recognizing her service to the City in her role as Captain of the South Los Angeles Station from November 2023 to May 2026.

Attachments

[A. Presentation Narrative and City Plaque Inscription.pdf](#)

ATTACHMENT A

Presentation

August 17, 2026

City Council Meeting

Commander Nicole N. Palomino

Presentation of City Plaque

In Recognition of Service to the City of Lawndale

Los Angeles County Sheriff's Department

Captain – South Los Angeles Station

November 2023 to May 2026

City Plaque Inscription:

Presented To

Commander Nicole N. Palomino

Special Operations Division

Los Angeles County Sheriff's Department

In recognition of your dedication to public safety and faithful
service to the community and the City of Lawndale.

Captain - South Los Angeles Station

November 2023 to May 2026

CITY LOGO HERE

~ ~ ~

Presented by the Lawndale City Council

August 17, 2026



CITY OF LAWNDALE

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

DATE: August 17, 2026

TO: Honorable Mayor and City Council

FROM: Lucho Rodriguez, Acting 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: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Katie Hoang, Accounting Specialist
SUBJECT: **Accounts Payable Register**

RECOMMENDATION:

Staff recommends that City Council adopts Resolution No. CC-2608-040 authorizing the payment of certain claims and demands in the amount of \$327,504.65

Attachments

[A. CC-2608-040 - AP Resolution - August 17, 2026..pdf](#)

ATTACHMENT A

RESOLUTION NO. CC-2608-040

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$327,504.65**

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

SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the 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 209538 through 209599 for the aggregate total of \$327,504.65 are hereby authorized.

Effective Date: August 17th, 2026

Approved by:



Luis Rodriguez, Acting City Manager

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 17th day of August 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-2608-040 at a regular meeting of said Council held on the 17th day of August 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		Aggregate Total
Check Date	Beginning		Ending	
7/30/2026	209538		209552	16,016.92
7/30/2026	209553		209563	90,822.66
8/6/2026	209564		209592	53,614.93
8/6/2026	209593		209599	167,050.14
Total Checks				327,504.65

Check# 209593 is a reissuance of previously approved check# 209432.

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	327,504.65
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Check Register Report

Date: 07/29/2026
Time: 8:56 am
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
209538	07/30/2026	Printed		3228	ALLIANT INSURANCE SERVICES	2026/27 ACIP CRIME ANNUAL PREM	1,808.00
209539	07/30/2026	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS- G. HEUMANN,	88.40
209540	07/30/2026	Printed		2207	ASAP SIGN & BANNER, LLC	CHANGE VINYL LETTERING -	60.00
209541	07/30/2026	Printed		7889	CHARTER COMMUNICATIONS	SPECTRUM BUSINESS TV	417.61
209542	07/30/2026	Printed		8210	DATA CENTER WAREHOUSE LLC	NETGEAR WI-FI EQUIPMENT FOR	224.05
209543	07/30/2026	Printed		8316	DIAMOND ENVIRONMENTAL SERVICES	3 RESTROOMS & 1 SINK -	380.55
209544	07/30/2026	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	906.78
209545	07/30/2026	Printed		6051	INFANTE BROS LAWNMOWER SHOP	CONCRETE GRINDER VACCUM REPAIR	310.39
209546	07/30/2026	Printed		7940	MARIPOSA LANDSCAPES, INC	FY 26/27 TREE INVENTORY	4,000.00
209547	07/30/2026	Printed		8031	MOMAR, INC.	CUSTODIAL SUPPLIES	582.72
209548	07/30/2026	Printed		8758	REXEL USA INC.	ELECTRICAL PARTS - HAWTHORNE	410.23
209549	07/30/2026	Printed		0849	THE SAFEMART OF SO CAL INC	10 KEYS - MESSAGE BOARD &	140.61
209550	07/30/2026	Printed		5319A	THREE BROTHERS PARTY RENTALS	TENTS, TABLES & CHAIRS -	2,128.00
209551	07/30/2026	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	4,482.38
209552	07/30/2026	Printed		2883	UNDERGROUND SERVICE ALERT SC	MONTHLY MAINT. FEE	77.20
				Total Checks: 15			Checks Total (excluding void checks): 16,016.92
				Total Payments: 15			Bank Total (excluding void checks): 16,016.92
				Total Payments: 15			Grand Total (excluding void checks): 16,016.92

Check Register Report

Date: 07/29/2026
Time: 5:55 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
209553	07/30/2026	Printed		8739	BOB MURRAY & ASSOCIATES	RECRUITMENT FEE- CITY MANAGER	2,000.00
209554	07/30/2026	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	962.50
209555	07/30/2026	Printed		2754	CITY OF TORRANCE	AREA G COST ALLOCATION	6,221.00
209556	07/30/2026	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING & SAFETY SERVICES -	7,566.98
209557	07/30/2026	Printed		8756	GENTRY GENERAL ENGINEERING INC	NEW STRAINER FOR IRRIGATION	2,985.32
209558	07/30/2026	Printed		0326	LINDA D. PARSLEY	SUPPLIES FOR ROW RECOGNITION	74.73
209559	07/30/2026	Printed		7047	PRECISION AUTO CARE, INC	EGR VALVE/CLEAN LINES &	805.81
209560	07/30/2026	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - JUNE 2026	500.00
209561	07/30/2026	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	94.01
209562	07/30/2026	Printed		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	68,700.92
209563	07/30/2026	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	911.39
				Total Checks: 11			Checks Total (excluding void checks): 90,822.66
				Total Payments: 11			Bank Total (excluding void checks): 90,822.66
				Total Payments: 11			Grand Total (excluding void checks): 90,822.66

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 08/05/2026
Time: 5:16 pm
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
209564	08/06/2026	Printed		3228	ALLIANT INSURANCE SERVICES	SPECIAL EVENT LIABILITY INS.	1,718.00
209565	08/06/2026	Printed		3228	ALLIANT INSURANCE SERVICES	SPECIAL EVENT LIABILITY INS.	3,257.00
209566	08/06/2026	Printed		8807	ASHLEY BECK	LIVE MUSIC: NATIONAL NIGHT OUT	625.00
209567	08/06/2026	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	14,416.66
209568	08/06/2026	Printed		0163	CAPITAL OF SOUTH BAY INC.	LED LIGHT & BALAST -	450.84
209569	08/06/2026	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	2,760.00
209570	08/06/2026	Printed		8584	FITNESS MACHINE TECHNICIANS	TRAVEL & DIAGNOSIS FEE -	340.00
209571	08/06/2026	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	358.57
209572	08/06/2026	Printed		8737	FUNFLICKS OF SO CAL	MOVIE SCREEN - MOVIE ON THE	509.66
209573	08/06/2026	Printed		6051	INFANTE BROS LAWNMOWER SHOP	OIL MIX & CHAINSAW SHARPENING	49.82
209574	08/06/2026	Printed		7801	IGNATIUS LIN	PLANNING COMMISSION STIPEND	50.00
209575	08/06/2026	Printed		8545	VANESSA MARLENE LLONES	DJ SERVICES -	250.00
209576	08/06/2026	Printed		0308	LOS ANGELES COUNTY	SPECIAL EVENT- 6/27/26	452.27
209577	08/06/2026	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
209578	08/06/2026	Printed		8803	MATEO'S ICE CREAM & FRUIT BARS	CONS & DEMO DEPOSIT REFUND	10,140.00
209579	08/06/2026	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICE -	634.95
209580	08/06/2026	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES - FIN	232.94
209581	08/06/2026	Printed		6326	PACKAGE PRODUCTS & SERVICES IN	2026/27 ANNUAL FEE- OPRA WORK	11,493.96
209582	08/06/2026	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
209583	08/06/2026	Printed		6123	PRUDENTIAL OVERALL SUPPLY	MONTHLY CHARGES - MATS	96.17
209584	08/06/2026	Printed		8098	REECE PLUMBING	PLUMBING PARTS - REPAIR	86.04
209585	08/06/2026	Printed		8758	REXEL USA INC.	LED LIGHTS - CSD	237.35
209586	08/06/2026	Printed		1071	SHOETERIA	WORK BOOTS FOR PWD CREW -	2,013.57
209587	08/06/2026	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	50.00
209588	08/06/2026	Printed		8810	DELBRA STURDIVANT	SECURITY SERVICE DEPOSIT	27.73
209589	08/06/2026	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	208.82
209590	08/06/2026	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	954.99
209591	08/06/2026	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	50.00
209592	08/06/2026	Printed		0480	VISTA PAINT	RED TRAFFIC PAINT	2,050.59
Total Checks: 29						Checks Total (excluding void checks):	53,614.93
Total Payments: 29						Bank Total (excluding void checks):	53,614.93
Total Payments: 29						Grand Total (excluding void checks):	53,614.93

Check Register Report

Date: 08/06/2026
Time: 8:21 am
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
209593	08/06/2026	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,325.00
209594	08/06/2026	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JUNE 2026	63,164.55
209595	08/06/2026	Printed		0220	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT. -	1,712.92
209596	08/06/2026	Printed		8808	ELIZABETH MATEO	PLANNING DEPOSIT REFUND	536.11
209597	08/06/2026	Printed		8809	RELIABLE ENERGY MANAGEMENT INC	PERMIT FEE REFUND	121.56
209598	08/06/2026	Printed		8805	SMART COMPLIANCE	SMART COMPLIANCE SOFTWARE	100,000.00
209599	08/06/2026	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - JUNE 2026	190.00
				Total Checks: 7		Checks Total (excluding void checks):	167,050.14
				Total Payments: 7		Bank Total (excluding void checks):	167,050.14
				Total Payments: 7		Grand Total (excluding void checks):	167,050.14

Council Meeting 8/17/2026
Details of US Bank Credit Card Charges & Petty Cash Expenses

Vendor# 3672- MSD

Date	Vendor	Description	Amount
5/26/2026	Amazon	Car Brush for MSD Fleet	39.77
5/26/2026	Amazon	Cooling mat for pets for Animal control	61.86
5/28/2026	Bellagio Car Wash	Car Wash for MSD Fleet Veh# 520 Employee# 1561	11.00
6/4/2026	Amazon	White card stock paper for MSD office supplies	36.43
6/4/2026	Bellagio Car Wash	Car wash for MSD fleet veh #529 Employee 1168	11.00
6/4/2026	Bellagio Car Wash	Car wash for MSD Fleet Veh# 514 Employee# 1560	15.00
6/9/2026	Bellagio Car Wash	Car wash for MSD fleet Veh# 520 Employee#1309	11.00
6/8/2026	Amazon	Standing desk for MSD staff (Letty Crise)	165.74
6/10/2026	Pet Smart	Arctic Mice Large Rat for animal control - Pet Fair	24.23
6/10/2026	Costco	Drinks and snacks for Pet Fair attendees	58.29
6/10/2026	Costco	Fans for MSD Staff office (AC was not working)	163.50
6/10/2026	Bellagio Car Wash	Car wash for MSD fleet Veh# 522 Employee# 1560	15.00
6/11/2026	Amazon	10 ft extension cord for MSD office	25.38
6/15/2026	Om Sports wear	Shoes (uniform) for MSD staff - (Fransico Lopez)	187.86
6/15/2026	Smart & final	Ice for Pet Fair 2026	13.22
6/15/2026	Corner Burger	Food items for volunteers at Pet Fair 2026	61.11
6/22/2026	Bellagio Car Wash	Car wash for MSD fleet -Veh#508 Employee #1309	11.00
Check Date 07/30/2026; Check# 209563			\$ 911.39

Vendor# 3672- CDD

Date	Vendor	Description	Amount
6/23/2026	Amazon	File folders for Site Plan Review files	48.12
7/2/2026	Amazon	Lumbar support pillow for Teresa Batson	29.82
7/2/2026	Amazon	Yellow cardstock for inspection cards	25.40
7/5/2026	Amazon	Binder clips, mouse/keyboard for conference room PC	44.73
7/13/2026	Amazon	3-ring binders for office	38.66
7/13/2026	Amazon	PC mount for conference room TV	22.09
Check Date 08/06/2026; Check# 209589			\$ 208.82

Vendor# 3672- FIN

Date	Vendor	Description	Amount
7/3/2026	Goto LogMeInCentral	Citywide Remote Access for 25 users (July 3, 2026 - July 2, 2027)	954.99
Check Date 08/06/2026; Check# 209590			\$ 954.99

Petty Cash

*No petty cash replenishment during this period.



CITY OF LAWDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Vanesa Alvarez, Administrative Assistant
SUBJECT: **Minutes of the Lawndale City Council Regular Meeting, August 3, 2026**

BACKGROUND

Staff recommends that the City Council approve the minutes.

Attachments

[A. 8-03-2026 Draft Minutes.pdf](#)

ATTACHMENT A

**Minutes
City Council Regular Meeting
August 3, 2026**

A. CALL TO ORDER AND ROLL CALL

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

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

Other Participants: Acting City Manager Lucho Rodriguez, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Palomo, Los Angeles County Sheriff's Department Captain Michael Gomez, Los Angeles County Fire Department Acting Assistant Chief Wade Kelsey, Community Services Director Jason Minter, Municipal Services Director Michael Reyes, Community Development Acting/Interim Director Jose Hernandez

B. CEREMONIALS (Flag Salute and Inspiration)

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

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff's Department Update

Captain Gomez introduced himself as the newly appointed Captain, summarized the recent law enforcement activities and invited the community to attend National Night Out on August 4, 2026, from 5:00 p.m. to 7:00 p.m. at the Lawndale Civic Center Plaza.

2. Los Angeles County Fire Department Update

Acting Assistant Chief Kelsey summarized the recent fire department activities.

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

Randall Abram, Resident, commented on technical issues callers experienced with Zoom during the previous City Council meeting, and commented on Brown Act requirements.

Merril Stansbury, Resident, commented on concerns about recurring wastewater runoff from Bossa Nova Brazilian Cuisine, requested a long-term solution and site evaluation, and requested follow-up regarding prior communications with the City Manager's Office.

Michael De Santos, Resident, commented on the recent fatal traffic incident on Rosecrans Avenue and requested that the Council consider a future agenda item to review traffic safety conditions, safety planning efforts, and potential improvements.

David Arias, Resident, commented on the recent fatal traffic incident, advocated for enhanced traffic safety measures near the school, and encouraged collaborative efforts to improve public safety and prevent future tragedies.

Pam London, Former Resident, participating remotely, commented on code enforcement, unpermitted construction at residential properties, rental property inspections, and expressed concerns regarding City governance and conduct.

Andrew Blackney, Resident, participating remotely, commented on the recent fatal traffic incident, shared his personal experience with a traffic collision, and encouraged the City to continue improving traffic safety measures.

Anonymous, participating remotely, made remarks containing offensive language.

Jimmy Rock, Resident, submitted an electronic comment regarding code enforcement practices.

Mark Nelson, submitted an electronic comment regarding the Beach Cities Health District.

E. COMMENTS FROM COUNCIL

Councilmember Kearney acknowledged that staff is working on technical issues with Zoom, commented that funding had been received for street improvements between Inglewood Avenue and Prairie Avenue, and requested that staff review the project status and traffic signage.

Councilmember Talavera thanked everyone for attending tonight in person and remotely, acknowledged the technical issues experienced with the remote public comment system, and stated that staff would review the matters raised and provide updates as appropriate.

Councilmember Suarez thanked everyone that submitted public comments, expressed condolences regarding the recent fatal traffic incident, commented in favor of reviewing traffic safety improvements and funding opportunities, acknowledged delays in City responses due to staffing shortages, encouraged staff to address neighborhood concerns involving local businesses, and requested a future discussion be agendized regarding the City's process for handling code enforcement complaints.

Mayor Pro Tem Cuevas thanked those attending the meeting in person and remotely.

Mayor Pullen-Miles thanked the public for their comments and acknowledged concerns raised by Resident Stansbury regarding wastewater runoff, thanked Resident De Santos and Resident Arias for their comments regarding traffic safety on Rosecrans Avenue, and Resident Arias for advocating in memory of Matthew Estrella. Mayor Pullen-Miles thanked Resident Blackney for his comments regarding traffic safety improvements and thanked Resident Abram for bringing the remote public comment system issues to the City's attention. Mayor Pullen-Miles stated that staff would review the concerns raised, including traffic safety, signage, the Caltrans Safety Action Plan, and the reported technical issues with the City's remote participation system.

F. CONSENT CALENDAR

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

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

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

4. Accounts Payable Register

— Recommendation: Staff recommends that City Council adopts Resolution No. CC-2608-038 authorizing the payment of certain claims and demands in the amount of \$2,084,629.16.

5. Minutes of the Lawndale City Council Regular Meeting, July 20, 2026

— Recommendation: that the City Council approve the minutes.

6. Approval of an Agreement with the City of Gardena for the Elderly Nutrition Program

— Recommendation: that the City Council approve the Contract Services Agreement for the Elderly Nutrition Program between the City of Lawndale and the City of Gardena for a term beginning Monday, July 1, 2026, through June 30, 2027.

G. ADMINISTRATION

7. Request for Direction from City Council on Education and Enforcement Practices Regarding Electric Vehicle (E-bikes) Use

Municipal Services Director Reyes presented the staff report.

Discussion ensued among Councilmembers and staff regarding potential coordination with the South Bay Cities Council of Governments (SBCCOG) to assist with school safety planning, grant funding opportunities, and related traffic safety efforts.

Mayor Pullen-Miles opened public comments.

Pam London, Former Resident, via Zoom, expressed concerns regarding e-bike regulations and suggested that licensing requirements similar to those for mopeds be considered.

Andrew Blackney, Resident, via Zoom, commented in support of the proposed e-bike safety and education measures, expressed concerns regarding the financial impact of fines and impoundment provisions, and encouraged the Councilmembers to consider their effect on working families and teen transportation.

Ryan, Resident, via Zoom, commented in support of the proposed e-bike safety training and public education programs, encouraged consideration of the financial impact of mandatory training and enforcement measures, and recommended coordination with the SBCCOG on regional e-bike safety efforts.

David Arias, Resident, commented on the importance of youth education and mentorship to promote e-bike safety, shared his personal experiences mentoring local youth, and expressed interest in assisting the City with future e-bike safety outreach efforts.

Mayor Pullen-Miles closed public comments.

Discussion ensued among Councilmembers, staff, and Los Angeles County Sheriff's Department Sergeant Becerra regarding the proposed e-bike safety program, including e-bike classifications, applicable state laws, age and helmet requirements, recent state legislation related to enforcement, and the importance of public education, parent outreach, school partnerships, and regional coordination, the City's role in educating the public, providing training and educational materials to youth and parents, coordinating with neighboring jurisdictions, and prioritizing education and voluntary compliance before implementing enforcement measures.

Discussion continued regarding implementation of the proposed program, including outreach to parents unable to attend training, educational initiatives for non-student riders, phased implementation, voluntary compliance, repeat violations, comparison of neighboring cities' programs, and the potential use of future enforcement measures. Discussion also included returning the complete program to the City Council for review prior to implementation to ensure a coordinated and comprehensive approach.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Cuevas to approve the creation of an E-bike safety training course requirement, which will require students to complete the Lawndale's E-bike Safety Course or the private State approved course, an E-bike Safety Awareness Program, which will include the Citywide messaging including Public Service Announcements on the City Cable Channel, signage, mailers, and postings, and an E-bike Enforcement Ordinance, which will state regulations and violations for E-bike use including, helmets and safety equipment requirements, age restrictions, speed regulations, and limits on approved locations for E-bike use. The motion passed by a vote of 5-0.

8. Contract Renewal with the Society for the Prevention of Cruelty to Animals (SPCA) for Kenneling and Animal Care Services for the 2026-2027 Fiscal Year

— Recommendation: that the City Council approve the contract renewal with the Society for the Prevention of Cruelty to Animals (SPCA) for Kenneling and Animal Care services in the City of Lawndale in the amount of \$17,400 per month.

Municipal Services Director Reyes presented the staff report.

Discussion ensued among the City Councilmembers and staff regarding the proposed animal services agreement for new contract services, including the increasing cost of SPCA services, the anticipated proposal from the Lovejoy Foundation, contract timing, operational differences between the providers, the feasibility of a City-operated animal shelter, and the termination provisions of the current agreement, with staff confirming the contract may be terminated by either party with a 30 day written notice.

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

9. Housing and Community Development General Plan Progress Report

— Recommendation: that the City Council 1) Approve the 2025 draft Annual Report; 2) Accept staff's finding that the General Plan Annual Progress Report is exempt from CEQA under Section 15061(b) (3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment; 3) Direct staff to forward the report to the State

Department of Housing and Community Development and the Governor's Office of Planning and Research; and 4) Adopt Resolution No. CC-2608-039.

Acting/Interim Community Services Director Hernandez presented the staff report.

Mayor Pullen Miles opened public comments.

There was no one wishing to speak.

Mayor Pullen Miles closed public comments.

A motion was made by Mayor Pro Tem Cuevas and seconded by Councilmember Kearney to approve the 2025 draft Annual Report, accept staffs finding that the General Plan Annual Progress Report is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment, direct staff to forward the report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research and adopt Resolution No. CC-2608-039. The motion passed by a vote of 5-0.

H. CITY MANAGER REPORT

Acting City Manager Rodriguez reported on the recruitment of interim department directors, commented that updates will be presented at the next City Council meeting and provided an update on the City's sidewalk and street paving project, advising that construction information is available on the City's website and that affected residents will receive advance notice from the contractor.

I. ITEMS FROM CITY COUNCILMEMBERS

10. Report of Attendance at Meetings

Councilmember Kearney attended the El Segundo Space Delta 3 Change of Command event, The Roosters Foundation event, and Tina McKinnor's 5th Annual Backpack Giveaway & Health Fair.

Councilmember Talavera served as a panelist for the Los Angeles County Sheriff's Department Captain interviews, attended the Senior Citizen Advisory Committee meeting, and met with a representative from Supervisor Holly Mitchell's Office. Councilmember Talavera requested accommodations for Spanish-speaking seniors during the Senior Citizen Advisory Committee meetings and commented that the movie projector may require servicing. Councilmember Talavera conducted business outreach to seek sponsorships for the upcoming Hispanic Festival scheduled for October and commended Cable TV staff member Joshua for assisting a senior resident in safely crossing the street and thanked residents who communicated their concerns via email.

Councilmember Suarez requested an audit of the City's code enforcement processes to evaluate coordination between the Planning and Code Enforcement divisions. Councilmember Suarez also requested the public release of a completed investigation report related to prior allegations concerning interactions with City employees.

Mayor Pro Tem Cuevas requested information regarding residential security patrols conducted by Southwest Patrol, requested the public release of the completed investigation report related to prior allegations involving Councilmember Suarez, and requested an update on the South Bay COG Local Travel Network (Turtle Program) to be presented at a future meeting.

City Attorney Murphy stated that the investigation report would be brought back at the next meeting.

Municipal Services Director Reyes responded that patrols are conducted citywide, with priority given to parks, City facilities, major streets, and other areas of concern and commented that photographs are taken as part of routine patrol documentation and when monitoring vacant properties with reported squatter activity.

Mayor Pullen-Miles attended the Joint Powers Insurance Authority Annual Board of Directors meeting.

J. CLOSED SESSION

11. Conference with Legal Counsel – Potential Litigation

— The City Council will conduct a closed session pursuant to Government Code Section 54956.9(d) (2), to confer with legal counsel regarding a significant exposure to litigation, the facts and circumstances of which are not known to the potential plaintiff: one (1) case.

City Attorney Murphy read the Closed Session item by title only

The City Council convened into closed session at 8:16 p.m.

The City Council reconvened from closed session at 8:32 p.m.

City Attorney Murphy reported that there was no reportable action taken.

K. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 8:35 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: August 17, 2026



CITY OF LAWNDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Yvette Palomo, Assistant City Clerk
SUBJECT: **Consideration of Claim for Damage against the City**

BACKGROUND

The City of Lawndale received a claim for property damage filed by Fiona McKeown (Claimant) on or about October 23, 2025. The claim filed alleged that on or about August 9, 2025, their vehicle was damaged by a manhole cover that lifted after another vehicle drove over the manhole cover on Inglewood Avenue and Marine 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

The City Attorney has reviewed this Staff Report and approves it to form.

RECOMMENDATION

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

Attachments

[Attachment A Claim for Damages and Rejection Notice Fiona McKeown](#)

ATTACHMENT A



CITY OF LAWDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

25 OCT 23 11:22AM

Claim No.: _____

Instructions:

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

CITY OF LAWDALE			
Claimant's Name	Fiona McKeown	Claimant's Occupation	Paralegal
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address	10100 Santa Monica Blvd., Suite 2200, Los Angeles, CA	Claimant's Business Phone #	(310) 282-2064

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

When did DAMAGE or INJURY occur? Date: 8/9/2025 Time: Around 2:00 PM
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE
n/a

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

Just after Marine on Inglewood Blvd. I was travelling north after getting in-and-out takeway

Describe in detail how the DAMAGE or INJURY occurred.

A Tesla driving in front of me rode over a manhole and the manhole cover flew out from under the Tesla and hit the front of my car causing severe damage.

Why do you claim the city is responsible?

Road and roadway are maintained by the city of Lawndale

Describe in detail each INJURY or DAMAGE

Will submit photgraphic evidence in support of.

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

Damages incurred to date (exact):	\$	Estimated prospective damages as far as known:	\$
Damage to property	\$	Future expenses for medical and hospital care	\$
Expenses for medical and hospital care	\$	Future loss of earnings	\$
Loss of Earnings	\$	Other prospective special damages	\$
Special Damages for	\$	Prospective general damages	\$
		Total estimate prospective damages	\$
General Damages	\$		
Total Damages incurred to date	\$		
Total amount claimed as of date of presentation of this claim			\$ 1,000

Was damage and/or injury investigated by police? Yes If so, what city? Sheriff Dept. File #: SLA0198

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

If injured, state date, time, _____

name and address of doctor of your first visit _____

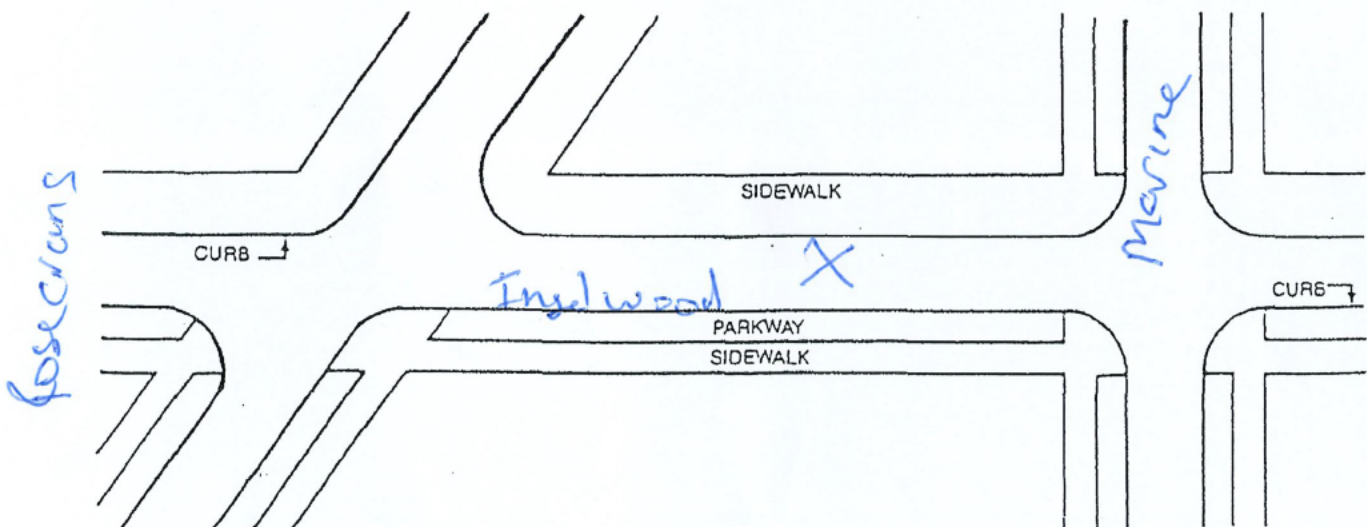
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name Alex Baybay Address [REDACTED] Phone _____
 Name _____ Address _____ Phone _____
 Name _____ Address _____ Phone _____

DOCTORS and HOSPITALS:

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

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



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

Typed/Printed Name

Date

[REDACTED]

Fiona McKeown

10/8/25



Chilton Auto Body Hawthorne

3348 W El Segundo Blvd, Hawthorne, CA 90250
Phone: (424) 456-7528

Workfile ID: 6ca9ccd7
Federal ID: 86-3568466
State ID: 147-8650-3
Resale Number: 242964288
Federal EPA: -
State EPA: CAL000379584
License Number: 32344
BAR: ARD00300565

Final Bill

RO Number: 700100551

Customer:	Insurance:	Adjuster:	A00A	Estimator:	Chris Manzo
Mckeown, Fiona		Phone:		Create Date:	8/11/2025
		Claim:			
		Loss Date:	8/9/2025		
	SAN DIEGO	Deductible:	1,000.00		

2017 BENZ GLA-Class GLA250 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Polar Silver Metalli

VIN:		Interior Color:	Black	Mileage In:	58,591	Vehicle Out:	9/4/2025
License:		Exterior Color:	Polar Silver Metalli	Mileage Out:			
State:		Production Date:	10/2016	Condition:	Good	Job #:	0551 Castro

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER & GRILLE						
2	S03	Remove/Replace	Lower molding 1 piece	1	109.00T	OEM	0.3	Body	
3	S03	Remove/Replace	Bumper Bar - Front 117 TYPE; CLA250	1	250.80T	USED	0.7	Body	
4	E01	Repair	Bumper cover w/o park asst				4.0	Body	3.3
5	E01		Add for Clear Coat						1.3
6	E01		Base Coat Reduction (Full Clear)						(0.2)
7	S02	Remove/Replace	Energy absorber	1	120.00T	OEM	0.1	Body	
8	E01	Remove/Replace	Lower grille w/o park asst	1	76.00T	Non OEM	0.2	Body	
9	S02	Remove/Replace	License bracket	1	70.00T	OEM	0.2	Body	
10	S03	Remove/Replace	Lower support	1	295.00T	OEM	0.2	Body	
11	E01	Remove/Replace	Trim molding	1	39.00T	Non OEM	0.2	Body	
12	E01	Remove/Replace	RT Side molding 3 piece	1	45.00T	Non OEM	0.2	Body	
13	E01		FRONT LAMPS						
14	E01	Remove/Install	RT R&I headlamp assy				0.6	Body	
15	E01	Remove/Install	LT R&I headlamp assy				0.6	Body	
16	E01		COOLING						
17	S03	Remove/Replace	Intercooler	1	196.80T	Non OEM	1.1	Body	
18	S02	Remove/Replace	RT Side baffle	1	17.00T	OEM			
19	S02	Remove/Replace	LT Side baffle	1	17.00T	OEM			
20	S02	Remove/Replace	Radiator lower insulator	1	12.00T	OEM			
			NOTE: Missing						
21	S01	Remove/Replace	Radiator	1	255.90T	Non OEM	3.1	Body	
			NOTE: Pacific Auto Company						
			10725 East Rush St						
			South El Monte, CA 91733						
			(626) 350-8000						
			LKQ can not guarentee USED radiator is insurance quality						

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 700100551

2017 BENZ GLA-Class GLA250 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Polar Silver Metalli

			LABOR: Time is after bumper cover and upper tie bar are removed. Time includes R&I/R&R fan assembly.				
22	E01		AIR CONDITIONER & HEATER				
23	S01	Remove/Replace	Condenser GLA250	1	114.00T	Non OEM	0.7 Body
			NOTE: iPart Automotive 14975 Hilton Drive Fontana, CA 92336 (909) 587-6059				
			LKQ unable to pressure test to ensure part is insurance quality				
24	E01	Remove/Replace	AC Service evacuate & recharge				1.4 Mech
25	E01	Remove/Replace	AC Service refrigerant recovery				0.4 Mech
26	E01		FENDER				
27	S01	Remove/Install	RT Fender liner partial				0.0 Body
28	S03	Remove/Replace	RT Wheel opng mldg	1	112.90T	Non OEM	0.3 Body
29	E01	Remove/Install	LT Fender liner GLA250				0.5 Body
30	E01	Remove/Replace	LT Wheel opng mldg	1	112.90T	Non OEM	0.3 Body
31	E01		ENGINE				
32	S03	Remove/Replace	Intake duct	1	85.00T	OEM	0.1 Body
33	E01		EXHAUST SYSTEM				
34	S03	Remove/Replace	Front shield lower	1	60.00T	OEM	
35	E01		WINDSHIELD				
36	E01	Repair	Windshield Rope				0.3
37	E01		RESTRAINT SYSTEMS				
38	E01	Remove/Install	RT Ft impact sensor				0.2 Body
39	E01	Remove/Install	LT Ft impact sensor				0.2 Body
40	E01	Remove/Replace	Air bag disable SRS system			OEM	0.5 Body
41	E01		ROOF				
42	E01	Remove/Install	LT Roof rail w/chrome				0.5 Body
43	E01	Remove/Install	R&I headliner				4.0 Body
			NOTE: Drop for access to remove roof rack				
44	S01	Remove/Install	LT Roof molding w/roof rails				0.3 Body
			NOTE: LABOR: Time is after headliner is removed.				
45	E01		PILLARS, ROCKER & FLOOR				
46	E01	Blend	LT Roof Rail clear				0.4
47	E01		FRONT DOOR				
48	S01	Remove/Install	LT Door w/strip				0.1 Body
			NOTE: Drop for access to refinish				
49	E01		REAR DOOR				
50	E01	Repair	LT Door shell				3.0 Body
			NOTE: Damage along outer arch adjacent to dog leg				
51	E01		Overlap Major Non-Adj. Panel				(0.2)
52	E01		Add for Clear Coat				0.4
53	E01		Basecoat deduction				(0.2)
54	S03	Remove/Replace	LT Belt w/strip GLA250 w/o AMG pkg	1	125.00T	OEM	0.3 Body
55	E01	Remove/Install	LT Handle, outside w/o keyless go polar silver				0.5 Body

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 700100551

2017 BENZ GLA-Class GLA250 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Polar Silver Metalli

56	S01	Remove/Install	LT Door w'strip NOTE: Drop for access to refinish				0.1	Body	
57	S03	Remove/Replace	LT Guard	1	27.00T	OEM			
58	E01		QUARTER PANEL						
59	E01	Repair	LT Quarter panel (STL) NOTE: Accent bodylines must be re-created. repair time is to re-establish accent body lines.				4.0	Body	2.2
60	E01		Overlap Major Adj. Panel						(0.4)
61	E01		Add for Clear Coat						0.4
62	E01		Base Coat Reduction (Full Clear)						(0.2)
63	E01	Remove/Install	Fuel door				0.2	Body	
64	E01	Blend	Fuel door						0.1
65	S02	Remove/Replace	Non OEM LT Wheel opng mld NOTE: Texture Damage Cannot utilize USED part	1	140.00T	USED	0.3	Body	
			PARTS: Part cannot be reused/reinstalled.						
66	S01	Remove/Install	RT Wheel opng mldg NOTE: Set back for access to remove bumper				0.2	Body	
67	E01		REAR BODY & FLOOR						
68	E01	Remove/Install	Rear sill plate				0.0	Body	
69	E01		REAR LAMPS						
70	E01	Remove/Install	LT Tail lamp assy				0.4	Body	
71	E01		REAR BUMPER						
72	E01	Remove/Install	R&I bumper assy				1.6	Body	
73	E01	Repair	Bumper cover w/o night pkg w/o park asst NOTE: Damage along lentgh of bodyline				1.0	Body	2.6
74	E01		Overlap Major Non-Adj. Panel						(0.2)
75	E01		Add for Clear Coat						0.5
76	E01		Base Coat Reduction (Full Clear)						(0.2)
77	E01								
78	E01	Repair	Color Match NOTE: Documentation will be added to support						
79	E01	Remove/Replace	Flex Additive	1	5.00T	Other			
80	E01	Repair	Cover Car						0.2
81	E01	Remove/Replace	Mask for Primer						0.2
82	E01	Remove/Replace	Restore Corrosion Protection	1	10.00T	Other	0.2	Body	
83	E01	Repair	Mask Engine Compartment				0.3	Body	
84	E01	Remove/Install	D&R Battery				0.1	Body	
85	S03	Remove/Replace	Coolant (per Gallon)	2	44.00T	Other			
86	S01		Post-Repair Scan NOTE: Mercedes-Benz Diagnostic Repairs Following A Collision position statement, it says that MBUSA highly recommends pre-repair scans and says that post-repair scanning is necessary on vehicle models that are 1996 or newer. The vehicle was involved in a collision and sustained damage which requires a POST scan per position statement.	1	15.00	Other	0.6	Body	

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Final Bill

RO Number: 700100551

2017 BENZ GLA-Class GLA250 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Polar Silver Metalli

87	E01	Cap A/C and Cooling Lines	0.3	Body
88	E01	Set Back Wiring @ Core Support	0.3	Body
89	E01	De-Nib and Finesse		
		NOTE: Documentation will be added to support		
90	S01	MISCELLANEOUS OPERATIONS		
91	S01	Agreement Reached		

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts		28.00			2,367.30
Labor, Body			65.00	32.6	2,119.00
Labor, Refinish			65.00	12.3	799.50
Labor, Mechanical			100.00	1.8	180.00
Material, Paint					541.20
Miscellaneous					15.00
E.P.C.					13.00
Subtotal					6,035.00
Sales Tax					305.39
Grand Total					6,340.39
Deductible					(1,000.00)
Net Total					5,340.39

Estimate Version	Total \$
Original	6,518.72
Supplement S01	(200.43)
Supplement S02	283.70
Supplement S03	(261.60)

Insurance Total \$:	5,340.39
Received from Insurance \$:	5,318.29
 8/28/2025	5,318.29
Balance due from Insurance \$:	22.10

Customer Total \$:	1,000.00
Received from Customer \$:	1,000.00
Mckeown, Fiona 9/09/2025	1,000.00
Balance due from Customer \$:	0.00

I acknowledge I have received my paperwork and vehicle.

SIGNATURE

DATE:

9/9/25

Our goal at Chilton Auto Body is to have you leave feeling completely satisfied with both our repairs and customer service. If for any reason we did not deliver the customer service we strive for, please contact us at customerservice@chiltonautobody.com

Thank you very much for your business.

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

9/9/2025 3:09:15 PM

Page 4

Chilton Auto Body

LIMITED LIFETIME WARRANTY

This store hereby solely and exclusively warrants, as provided below, the workmanship performed by this store on the vehicle described below as meeting or exceeding industry standards under normal use. This warranty is effective from the date of vehicle delivery, except as otherwise provided on this form. This warranty is not transferable, extends to and may be exercised only by the party owning the vehicle at the time the repairs were performed, and lasts for as long as such party continues to own the vehicle.

This warranty is for the specific itemized repair provided by this store and covers labor and materials only. This warranty does not cover parts. Related parts may be covered by specific warranties given by the original manufacturers.

If the repair work performed by this store on the vehicle becomes defective under normal use, this store will, without charge for labor and materials, repair any workmanship which proves to be defective. Such repair of the defective workmanship will be performed at this store within a reasonable period of time after delivery of the vehicle to this store. Although most new original equipment parts carry a separate warranty by the original manufacturer, the vehicle owner is responsible for payment for any parts not covered by such separate warranty.

The following are excluded from this warranty:

1. Defects resulting from misuse, negligence, lack of proper maintenance, subsequent damage, modifications, accident, fire or other casualties, or any repairs not done by this store.
2. Normal wear and element exposure.
3. Rust or rust repairs.
4. Defects, damage or deterioration caused by extreme environmental conditions.
5. Repair and/or replacement of tires, batteries, mechanical parts, electrical parts, wiper blades, oils, lubricants and air conditioning recharge, although these may have a warranty from the specific manufacturer.
6. Alignment after 90 days.
7. The following portion of a repair _____

Except for any other written warranties or specific written exclusions issued by this store applicable to this vehicle, no other express warranty is provided or authorized. To the maximum extent permitted by law, this store disclaims any implied warranty, including any warranties of merchantability and fitness for a particular purpose. To the maximum extent permitted by law, this store shall not be liable under this express warranty for loss of use of vehicle, loss of time, inconvenience, towing, lodging, loss of business or any other incidental or consequential damages.

Some states do not allow disclaimers of implied warranties or the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

In order to obtain service under this warranty, bring the vehicle, this warranty certificate, a copy of the repair invoice, and a written explanation of your concern to this store. If you need to obtain warranty service, or if a servicing problem occurs, please feel free to discuss it with the management of this store.

This store is independently owned and operated and is proudly and solely responsible for the workmanship and warranty for the specific repairs provided for this vehicle.

Customer Name: Fiona Mckeown _____ Phone No. _____

Address: _____

Year, Make, Type of Vehicle: 2017 BENZ GLA-Class GLA250 _____ Mileage: 58,591

VIN # _____ Amount of Sale \$6,340.39 _____ Delivery

Date: 9/9/25

Authorized Signature _____ Repair Order No. _____

Chilton Auto Body Hawthorne
3348 W El Segundo Blvd, Hawthorne, CA 90250
Phone: (424) 456-7528

Payment Receipt (Complete)

Receipt Number: 700100551-CP-002

Date Received: 9/9/2025

Received By: Corina Bocanegra

RO Number: 700100551

Owner Name:	Mckeown, Fiona	Vehicle Year:	2017	Exterior Color:	Polar Silver Metalli
Insurance:		Vehicle Make:	BENZ	VIN:	
Claim Number:		Vehicle Model:	GLA-Class GLA250	License Plate:	

Received From: Customer - Mckeown, Fiona

Payment Type: Credit Card

Total Received: \$ 1,000.00

Check/Auth. Number:

Memo:

Total Balance Due: \$ 1,000.00

Payments Received: \$ 1,000.00

Remaining Balance: \$ 0.00

June 23, 2026

TO: City of Lawndale
ATTENTION: Risk Management

RE: Claim	:	Fiona McKeown vs. City of Lawndale
Claimant	:	Fiona McKeown
Date of Event	:	August 9, 2025
Claim Number	:	CJP-3055204

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

- **CLAIM REJECTION: Send a standard rejection letter to Fiona McKeown.**

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

Very Truly Yours,

Allison Shepard
Allison Shepard
Senior Claims Examiner



CITY OF LAWNDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Vanesa Alvarez, Administrative Assistant
Yvette Palomo, Assistant City Clerk
SUBJECT: **Youth Advisory Committee Appointments for 2026-2028 Term**

BACKGROUND

The City Council established, by Resolution No. CC-1310-048, the seven (7) member Youth Advisory Committee ("Committee") of the City of Lawndale.

All committee members are appointed by the Mayor, with the approval of the City Council, for a term commencing on October 1 of each even-numbered year and expiring on September 30 of each even-numbered year.

STAFF REVIEW

To be appointed to the Committee, a person must submit an application, be no older than 18 years of age, be enrolled as a student in grades 6 through 12, and reside within the City. Pursuant to Lawndale Municipal Code Section 2.40.030, the Mayor appoints new members with the approval of the City Council.

The City received five (5) applications for appointment to the Committee.

The following applicants have been reviewed by Mayor Pullen-Miles and have been selected for appointment:

Emma Delgado	James Tompkison	Oswaldo Cortez II
Sofia Milan Noriega	Vianna Gomez*	

A reappointment is indicated by an asterisk (*).

In anticipation that the Mayor would make the appointments and that the City Council would approve the appointments, staff has prepared Resolution No. CC-2608-041 for your consideration.

The term for these appointments will start on October 1, 2026, and end on September 30, 2028.

LEGAL REVIEW

The City Attorney's Office has reviewed Resolution No. CC-2608-041 and approved it as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council

1. Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 and 2 of Resolution No. CC-2608-041; and
2. Adopt Resolution No. CC-2608-041 as amended.

Attachments

[Resolution No. CC-2608-041 Youth Advisory Committee](#)

[Applications](#)

ATTACHMENT A

RESOLUTION NO. CC-2608-041

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
CONFIRMING APPOINTMENTS TO THE LAWNSDALE
YOUTH ADVISORY COMMITTEE**

WHEREAS, the City Council established the Youth Advisory Committee on October 7, 2013, by adopting Resolution No. CC-1310-048 and amending Council Policy No. 94-09; and

WHEREAS, the Youth Advisory Committee shall be made of up to seven Lawnsdale residents in grades six through twelve and who are 18 years old or younger; and

WHEREAS, pursuant to LMC Section 2.40.230, Youth Advisory Committee members serve a two-year term beginning October 1 of each even-numbered year and ending September 30 of the succeeding even-numbered year; and

WHEREAS, the City Clerk's Department has received applications for appointments to the Youth Advisory Committee; and

WHEREAS, pursuant to LMC Section 2.40.030, Youth Advisory Committee members are appointed by the Mayor, with the approval of the City Council; and

WHEREAS, the applications were reviewed by the Mayor; and

WHEREAS, the Mayor desires to appoint applicants to the Youth Advisory Committee, and the City Council desires to confirm the appointments.

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

SECTION 1. The City Council approves the Mayor's reappointment of _____ to the Youth Advisory Committee.

SECTION 2. The City Council approves the Mayor's appointment of _____ to the Youth Advisory Committee.

SECTION 3. All members shall serve a term commencing on October 1, 2026, and expiring on September 30, 2028, unless earlier removed.

PASSED, APPROVED AND ADOPTED this 17th day of August 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-2608-041 at a regular meeting of said Council held on the 17th day of August 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

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT B



26 JUL 7 10:01AM

CITY OF LAWNDALE APPLICATION FOR APPOINTMENT TO THE YOUTH ADVISORY COMMITTEE

Applicant's name: Emma Delgado Daytime phone: [REDACTED]
Parent/guardian's name: Emanuel Delgado Daytime phone: [REDACTED]
Home address: [REDACTED] City: Lawndale Zip: 90260
E-mail address: [REDACTED] Are you 18 years of age or less? Yes ☒ No ☐
School: Orange County School of the Arts Grade in school: 9th

Do you wish to mention any school activities, community service, church, clubs, or scholastic involvements or achievements?

What special talents, hobbies or characteristics do you have that you can bring to the Youth Advisory Committee?

What do you think are the greatest needs of Lawndale youth today?

What qualities do you believe make a good role model for Lawndale youth?

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary.)

References, such as teachers, principals, mentors, school counselors. (Use a separate sheet of paper for additional references.)

Name: Marlene Pena-Marin Relationship: Dance Director/Teacher of OCBA Daytime Phone: [REDACTED]
Name: Marina Torres Relationship: Confirmation Director/Teacher Daytime Phone: [REDACTED]

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand that references listed may be contacted and understand that information pertaining to my qualifications to serve on the Youth Advisory Committee may be verified. Additionally, I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Applicant Signature: [REDACTED] Date: 6/18/26

I give permission for my son/daughter to serve as a member of the City of Lawndale Youth Advisory Committee. I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Parent/Guardian Signature: [REDACTED] Date: 5/14/26

The City of Lawndale does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

For information about the committee, call the Community Services Department (310) 973-3270

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWNDALE, 14717 BURIN AVENUE, LAWNDALE, CA. 90260

Do you wish to mention any school activities, community service, church, clubs or scholastic involvements or achievements?

In school I am a part of clubs such as Political Club, Plants for Growth, and Philippine Student Coalition. Along with this I recently got accepted to be a part of next years Leadership class (ASB). Outside of school I am an active member of my church (Our Lady of Guadalupe) as I altar serve every Sunday and regularly volunteer for various events such as at the House of Yahweh. In school I have won special achievement awards for Literature, Math, Science, and most improved in Flernence. What special talents, hobbies or characteristics do you have that you can bring to the Youth Advisory Committee?

In my free time I am a part of Met 2, a Musical Theater company. Theater has made me a much more outgoing and confident speaker, giving me the ability to fully share my opinions if on the committee. Along with this, I dance, not only at school but with Sabor de Mexico which has given me the ability to pay attention to detail when directions are given. Not only that, but dancing has taught me to lead others as I am often expected to lead the class or teach one on one with my dance group.

What do you think are the greatest needs of Lawndale Youth today?

Today, I believe that the greatest needs of the youth residents of Lawndale are a greater understanding of what being a supporting community entails. Especially at a difficult time as this, it is dire to connect, grow, and learn from people us youth are most surrounded by.

What qualities do you believe make a good role model for Lawndale Youth?

I believe that some good qualities that make for a good role model for Lawndale Youth are someone who is, first of all, kind, someone who has a genuine care and passion for the well being of the community. Along with this, the role model must be resourceful along with resilient, able to utilize all they have and overcome obstacles for the greater good of the community.

State specifically why you wish to serve and why you believe you are qualified for the position.

I would be thrilled to serve the Lawndale Youth Advisory Committee as I believe it would be a fantastic opportunity to not only involve myself in a city I have a close understanding and connection with but present a non-biased, thorough perspective that is enthusiastic about the cause. I believe that I am qualified for this position because I have lived in Lawndale my entire life making me aware of and deeply rooted in the city. Along with this, I am an extremely resilient person who finds a great passion in problem solving and collaborating to achieve not only a good outcome, but the absolute best for anything I am involved in. Lastly, I am not ever afraid to speak up and share my voice with others but know when to pay attention and listen when my peers have ideas to share as well.



CITY OF LAWDALE
APPLICATION FOR APPOINTMENT TO THE
YOUTH ADVISORY COMMITTEE

26 APR 21 11:02 AM

Applicant's name: James Tompkinson

Parent/guardian's name: James Tompkinson

Home address: [REDACTED]

E-mail address: [REDACTED]

School: St. John Bosco

Daytime phone: [REDACTED]

Daytime phone: [REDACTED]

City: Lawndale Zip: 90260

Are you 18 years of age or less? Yes No

Grade in school: 9

Do you wish to mention any school activities, community service, church, clubs, or scholastic involvements or achievements?

[REDACTED]

What special talents, hobbies or characteristics do you have that you can bring to the Youth Advisory Committee?

see attached

What do you think are the greatest needs of Lawndale youth today?

11

What qualities do you believe make a good role model for Lawndale youth?

11

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary.)

11

References, such as teachers, principals, mentors, school counselors. (Use a separate sheet of paper for additional references.)

Name: Brianne Boonk Relationship: Junior High Teacher Daytime Phone: [REDACTED]

Name: Maureen Rahane Relationship: Vice Principal Daytime Phone: [REDACTED]

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand that references listed may be contacted and understand that information pertaining to my qualifications to serve on the Youth Advisory Committee may be verified. Additionally, I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Applicant Signature: [REDACTED]

Date: 4/20/26

I give permission for my son/daughter to serve as a member of the City of Lawndale Youth Advisory Committee. I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Parent/Guardian Signature: [REDACTED]

Date: 4/20/26

The City of Lawndale does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

For information about the committee, call the Community Services Department (310) 973-3270

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWDALE, 14717 BURIN AVENUE, LAWDALE, CA. 90260

1. Do you wish to mention any school activities, community service, church, clubs, or scholastic involvements or achievements.

I have been involved in school in community activities that have helped me become more responsible and aware of the needs of others. I participate in serving coffee and donuts at the St. James Parish, volunteer at homeless shelters with my school, and am currently in the Sage and Seekers program to create a bond with an elderly person. I am doing this to try and stay involved in programs that improve my leadership skills as well as being able to communicate with people around my age or even older. I also take pride in trying to maintain good grades and being someone others can depend on. These experiences have taught me the importance of teamwork, service, and how I can represent my community in a positive way.

2. What special talents, hobbies or characteristics do you have that can bring you to the Youth Advisory Committee.

One of my strongest qualities is that I listen to others and try to understand different perspectives. I enjoy working with others, learning new things, and finding ways that I can help solve problems. My hobbies include running track, volunteering at homeless shelters, and helping out at my parish. I believe that my responsibility, communication skills, and willingness to speak up respectfully would allow me to contribute very meaningful ideas to the Lawndale Youth Advisory Committee.

3. What do you think are the greatest needs of Lawndale youth today?

I believe that some of the greatest needs of Lawndale youth today are safe spaces, mentorship, and opportunities to grow. Many young people need places where they feel supported, heard, and encouraged to make positive choices. Youth also need access to programs where children can make new friends and socialize so that they can make friends outside of school or even if someone has a hard time making friends there can be a program where they can be introduced to new ones. The youth also needs access to programs that help with education, mental health, leadership, and preparation for what career they want to do when they grow up in order to feel confident about their future.

4. What qualities do you believe make a good role model for Lawndale youth?

A good role model should be respectful, responsible, and honest. Young people often look up to those who lead by example rather than just talking and saying words, instead they should look up to someone who takes action. A role model should treat others with kindness, make thoughtful decisions based on what the community wants, as well as encourage others to believe in themselves and others around them. I believe that being consistent and showing genuine care for others are important qualities in someone who wants to positively influence the youth and make a big impact.

5. State specifically why you wish to serve and why you believe you are qualified for the position.

I want to serve on the Lawndale Youth Advisory Committee because I want younger kids or people my age in Lawndale to feel that their voices matter and are heard. I believe students often have ideas that can improve our community, but they need opportunities to be heard. I am qualified because I am responsible, open minded, and willing to work hard to represent our youth of Lawndale. I would take this position seriously and do my best to bring positive ideas that can help improve opportunities for youth in our city.



26 JUL 23 3:28pm

CITY OF LAWDALE APPLICATION FOR APPOINTMENT TO THE YOUTH ADVISORY COMMITTEE

Applicant's name: Sofia Milan Noriega
Parent/guardian's name: Lizet Noriega
Home address: [REDACTED]
E-mail address: [REDACTED]
School: Will Rogers Middle School

Daytime phone: [REDACTED]
Daytime phone: [REDACTED]
City: Lawndale CA Zip: 90260
Are you 18 years of age or less? Yes ☒ No ☐
Grade in school: 8

Do you wish to mention any school activities, community service, church, clubs, or scholastic involvements or achievements?
I am currently in a school program called "Leadership/WEB (Where Everybody Belongs)" which is a program that organizes school activities such as pep rallies, school dances, and spirit weeks. However our most important responsibility is to welcome incoming sixth graders while also creating a positive and fun environment for all our Rogers's students to enjoy. I was also part of Lawndale's Spring Extravaganza event. For the

What special talents, hobbies or characteristics do you have that you can bring to the Youth Advisory Committee?
I am a very hard worker because I turn in assignments on time and I try my absolute best on them. I also try to stay focused and attentive in class. I have worked in many group projects and presented in front of my classmate's. I am bilingual and have a growth mindset because I am able to learn from my mistakes and improve them so that they can be better than before. I take constructive criticism well and I am a good reader and writer. I can work with other students and strangers well.

What do you think are the greatest needs of Lawndale youth today?
I think that the greatest needs of Lawndale youth today are more clubs, more opportunities for teens to help out in the community, and more parks for children and teens. I also think that there should be a safe place for teens for to hang out and play some of their favorite sports like volleyball, basketball, soccer, and a place to swim.

What qualities do you believe make a good role model for Lawndale youth?
I believe that to be a good role model for Lawndale youth, you need to have leadership, dedication, confidence, wisdom, kindness, and a growth mindset. For example, if you notice that something is lacking in your community, for example a park or a safe place to hang out, you take responsibility to speak up for your community to make it a better place for everyone.

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary.)

I wish to serve because before I was in Leadership/WEB, I was in my school band. And although I did enjoy playing the saxophone, I didn't feel that it was right for me. So the next year I applied for Leadership and once I got in and started the class, I immediately felt like this is where I belonged. Once we started doing activities and participating in helping out in the community I felt like I was thriving in this new position. I loved being able to help our community. So with that I feel like this position will give me an opportunity to help out our community even more than before.

References, such as teachers, principals, mentors, school counselors. (Use a separate sheet of paper for additional references.)

Name: <u>Sylvia Tseng</u>	Relationship: <u>ASB Teacher</u>	Daytime Phone: <u>[REDACTED]</u>
Name: <u>Debbie Tlustos</u>	Relationship: <u>ELA Teacher</u>	Daytime Phone: <u>[REDACTED]</u>

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand that references listed may be contacted and understand that information pertaining to my qualifications to serve on the Youth Advisory Committee may be verified. Additionally, I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Applicant Signature: [REDACTED] Date: 7-23-26

I give permission for my son/daughter to serve as a member of the City of Lawndale Youth Advisory Committee. I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Parent/Guardian Signature: [REDACTED] Date: 7/23/26

The City of Lawndale does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, and employment.

For information about the committee, call the Community Services Department (310) 973-3270

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWDALE, 14717 BURIN AVENUE, LAWDALE, CA. 90260

Do you wish to mention any school activities, community service, church, clubs, or scholastic involvements or achievements? (cont.)

event I helped with setup and worked at the free book distribution booth. Afterwards, I helped with cleanup. I am also part of the Preteen ministry in my church. As part of this group, I helped at a blood drive and a back-to-school drive. Lastly, I am a 4.0 student and have received Principal's Honor Roll several times. I am also in the Spanish Dual Immersion program at Rogers.

May 19, 2026

To Whom It May Concern,

I am pleased to write this letter of recommendation for Sofia Noriega as she applies to serve on the City of Lawndale Youth Advisory Committee. I have had the opportunity to know Sofia as her Dual Immersion Language Arts teacher at Will Rogers Middle School, and can confidently say she is an outstanding young lady with a genuine desire to make a positive difference in the community.

Sofia consistently demonstrates kindness, respect, and responsibility in everything she does. She treats others with compassion and maturity, and she is someone that both peers and adults alike naturally trust and admire. Whether working independently or as part of a team, she shows excellent character, strong communication skills, and a willingness to help others.

In addition to being respectful and dependable, Sofia is highly motivated and eager to contribute to her community in meaningful ways. She takes initiative, follows through on commitments, and approaches challenges with a positive attitude. Her interest in serving on the Youth Advisory Committee reflects her dedication to becoming an active leader and voice for young people in Lawndale.

I strongly believe Sofia would be a valuable addition to the committee. She possesses the integrity, leadership potential, and community-minded spirit needed to help create positive change and represent the youth of the community with pride. Furthermore, her experience in her Leadership Class here at Rogers has provided her with the necessary skills and experience to develop and demonstrate her leadership capabilities.

I highly recommend Sofia for the City of Lawndale Youth Advisory Committee without reservation. Please feel free to contact me if you have any questions or need additional information.

Sincerely,



Debbie Tlustos

7th & 8th Grade Dual Immersion Language Arts Teacher
Will Rogers Middle School





CITY OF LAWDALE

APPLICATION FOR APPOINTMENT TO THE YOUTH ADVISORY COMMITTEE

Applicant's name: Vianna Gomez

Daytime phone: [REDACTED]

Parent/guardian's name: Javier Gomez

Daytime phone: [REDACTED]

Home address: [REDACTED]

City: Lawndale Zip: 90260

E-mail address: [REDACTED]

Are you 18 years of age or less? Yes ☒ No ☐

School: Torrance High School

Grade in school: 9

Do you wish to mention any school activities, community service, church, clubs, or scholastic involvements or achievements? I am in the current YAC, and I have been doing community service for the Lawndale Library for about 2-3 years now, which I enjoy a lot and would like to continue doing. I am also in my school's waterpolo and swim team, which allows me to be good at managing my time and prioritizing tasks.

What special talents, hobbies or characteristics do you have that you can bring to the Youth Advisory Committee? I am an empathetic and compassionate person, allowing me to deeply understand people. I am also proficient at using editing software's. If needed, I am happy to use those skills to help promote the Lawndale events.

What do you think are the greatest needs of Lawndale youth today? I think the greatest needs of Lawndale Youth today is a place where they feel safe and comfortable to be themselves. Or, opportunities where they can reach their potential and be successful in their life.

What qualities do you believe make a good role model for Lawndale youth? Creativity, good leadership, empathy, intelligence, ability to inspire, authenticity, and more.

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary.)

I wish to serve because I want to bring our community together and meet new people. I believe I am qualified for this position because I have experience being on the YAC. And although I was a bit shy at first, I am now more comfortable with the way it works. And, I could even support the newer committee members if they ever need help.

References, such as teachers, principals, mentors, school counselors. (Use a separate sheet of paper for additional references.)

Name: Coach Lara Relationship: Sport Coach Daytime Phone: [REDACTED]

Name: Relationship: Daytime Phone:

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand that references listed may be contacted and understand that information pertaining to my qualifications to serve on the Youth Advisory Committee may be verified. Additionally, I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Applicant Signature: [REDACTED]

Date: 12/23/25

I give permission for my son/daughter to serve as a member of the City of Lawndale Youth Advisory Committee. I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Parent/Guardian Signature: [REDACTED]

Date: 12/23/25

The City of Lawndale does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

For information about the committee, call the Community Services Department (310) 973-3270

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWDALE, 14717 BURIN AVENUE, LAWDALE, CA. 90260



26 APR 16 10:33AM

**CITY OF LAWDALE
APPLICATION FOR APPOINTMENT TO THE
YOUTH ADVISORY COMMITTEE**

Applicant's name: Oswaldo Cortez II

Daytime phone: [REDACTED] *mom*

Parent/guardian's name: Jacqueline Dias

Daytime phone: [REDACTED]

Home address: [REDACTED]

City: Lawndale

Zip: 90260

E-mail address: _____

Are you 18 years of age or less? Yes ☒ No ☐

School: Environmental Charter High School

Grade in school: 9th

Do you wish to mention any school activities, community service, church, clubs, or scholastic involvements or achievements?

I have community service hours at my school around 20, I help with events and am a part of my school's Students for Social Justice club which could help.

What special talents, hobbies or characteristics do you have that you can bring to the Youth Advisory Committee?

I have a strong sense of leadership and little stage fright which could be useful.

What do you think are the greatest needs of Lawndale youth today?

I believe the greatest needs of Lawndale youth is more socialization in our community.

What qualities do you believe make a good role model for Lawndale youth?

Qualities that make a good role model for the Lawndale youth should be things like confidence, resilience, authenticity, and respect.

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary.) I feel like I could be of great service to the Lawndale Youth Advisory Committee because I want what's best for people, especially those who are this city's future.

References, such as teachers, principals, mentors, school counselors. (Use a separate sheet of paper for additional references.)

Name: Jennifer Banuelos

Relationship: Teacher

Daytime Phone: [REDACTED]

Name: _____

Relationship: _____

Daytime Phone: _____

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand that references listed may be contacted and understand that information pertaining to my qualifications to serve on the Youth Advisory Committee may be verified. Additionally, I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Applicant Signature: [REDACTED]

Date: 04/15/26

I give permission for my son/daughter to serve as a member of the City of Lawndale Youth Advisory Committee. I understand that the personal contact information provided on this application is considered confidential but that the remainder of the application may be considered a public record.

Parent/Guardian Signature: [REDACTED]

Date: 4-15-26

The City of Lawndale does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap status in providing its services, programs, benefits and employment.

For information about the committee, call the Community Services Department (310) 973-3270

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWDALE, 14717 BURIN AVENUE, LAWDALE, CA. 90260



CITY OF LAWDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Lucho Rodriguez, Acting City Manager
Nick Petrevski, Associate Engineer
SUBJECT: **Community Development Block Grant ADA Sidewalks Award of Contract**

BACKGROUND

The 1974 Housing and Urban Development Act established the Community Development Block Grant (CDBG) program in order to allocate Federal funds for State and local use. The use of these funds is restricted to programs that assist low and moderate-income communities.

The City of Lawndale is a participant in the Los Angeles Urban County CDBG program, and receives an annual allocation of CDBG funds from the Los Angeles County Development Authority (LACDA).

On April 20, 2026, the City Council adopted resolution CC-2501-005 incorporating CDBG funds into the City budget in the amount of \$248,883. Roads selected under the resolution are 153rd Street from Condon Avenue to Firmona Avenue. The project will consist of removing and replacing damaged sidewalk, driveway approaches, ADA curb ramps, cross gutter/spandrel, and curb and gutter.

STAFF REVIEW

This project was advertised with the Daily Breeze from May 8 until May 12. A mandatory Pre-Bid Meeting was held on May 21 with Onyx Paving Company, Inc., Hardy & Harper, Inc., Gentry General Engineering, Inc., and DT Stellar General Engineering present.

A bid opening was held on May 3, 2026. The City Clerk received and opened four (4) bids as follows:

Rank	Bidder Name	Total Bid Amount
1.	Hardy & Harper, Inc.	\$63,000.00
4.	DT Stellar General Engineering	\$80,845.00
5.	Onyx Paving Company, Inc.	\$82,000.00
6.	Gentry General Engineering, Inc.	\$130,302.00

Staff reviewed the bids and evaluated for accuracy, cost, experience, and references. As a result, staff recommends awarding the project to the lowest responsive and responsible bidder, Hardy & Harper, Inc. based on their respective pricing, scope of work, and qualifications.

The CDBG Project No. 602748-25 Various Locations ADA Sidewalks & Access Ramps Project has \$165,000 budgeted from CDBG funding sources. The project construction will cost approximately \$63,000.00, not including contingency and CDBG Consultant Administrative and Labor Compliance costs. The project cost breakdown is as follows:

Construction Bid Amount	\$63,000.00
Construction Contingency (25%)	\$15,750.00
<u>CDBG Consultant</u>	<u>\$15,000.00</u>
Total Project Cost Estimate	\$93,750.00

ENVIRONMENTAL REVIEW

Pursuant to California Environmental Quality Act (CEQA) Section 15301 (c), maintenance or repair of existing streets involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination are categorically exempt from the provisions of CEQA. This project is a street resurfacing project that meets the criteria for this exemption.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

The current FY 2025-26 budget includes funding for this project. The project's available fund breakdown of CDBG funds is as follows:

<u>CDBG FY 2025-26 (214-446-700.146)</u>	<u>\$187,024.00</u>
--	---------------------

RECOMMENDATION

1. Award the construction contract to Hardy & Harper, Inc., in the amount of \$63,000.00 for the CDBG Project No. 602748-25 Various Locations ADA Sidewalks & Access Ramps Project;
2. Approve the construction Contingency of \$15,750.00 for CDBG Project No. 602748-25 Various Locations ADA Sidewalks & Access Ramps Project;
3. Approve the CDBG Consultant costs of \$15,000.00 for Administrative and Labor Compliance costs;
4. Authorize the City Manager to file a Notice of Project Completion with the Los Angeles County following the completion of the project; and
5. Find that this project is exempt from the provisions of CEQA pursuant to CEQA Section 15301 (c), maintenance or repair of existing streets involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination are categorically exempt from the provisions of CEQA.

Attachments

[A. Construction Agreement.pdf](#)

[B. Construction Bid Opening Log](#)

[C. Project Location Map.pdf](#)

[D. Resolution CC-2501-005.pdf](#)

[E. Hardy & Harper Proposal.pdf](#)

[F. CEQA Notice of Exemption](#)

Attachment A

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF LAWNDALE, CALIFORNIA**, hereinafter referred to as the "**City**," and **Hardy & Harper, Inc.** hereinafter referred to as the "**Contractor**,"

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**BN-2603-03 Community Development Block Grant (CDBG) 602748-25 Project**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and plans.

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

ARTICLE III: City agrees to pay and Contractor agrees to accept in full payment for this Work or Improvement the stipulated sum of **Sixty Three Thousand and 00/100 Dollars (\$63,000.00).**

City agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

ARTICLE IV: All work to be done under this contract shall be completed within **TWENTY FIVE (25) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 10 days and shall include data supporting the request.

ARTICLE V: Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages

being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the City, or the City may deduct from any payments due or to become due to Contractor, the sum of \$1,000.00 per day.

Execution of this Agreement shall constitute agreement by the City and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

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

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

ARTICLE VIII: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Blvd., Lawndale, California 90260, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing wage rate of per diem wages and other notices prescribed by regulation.

ARTICLE IX: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

ARTICLE X: The Contractor hereby agrees that the Contractor and any subcontractor under him submit weekly to the DIR directly and provide copy to City, certified copies of the payroll records

for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

ARTICLE XI: Pursuant to Labor Code Section 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations prior to performing any work under this Agreement. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE XII: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively

negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

ARTICLE XIII: Contractor's services are being provided to the City as that of an independent contractor. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by the Contractor as employees. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor to the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgements, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any persons Contractor used to provide services under this Agreement are employees of the City.

ARTICLE XIV: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XV: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XVI: It is to be made known that the improvement contemplated in the performance of this contract may require by the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XVII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

ARTICLE XVIII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

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

**CITY: CITY OF LAWDALE,
CALIFORNIA**

Dated _____, 20__

By: _____
MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Dated _____, 20__

CONTRACTOR: _____

By: _____
Michael Amundson

VICE PRESIDENT

By: _____
Kristen Paulino

SECRETARY

Attachment B



**CITY OF LAWDALE
CITY CLERK DEPARTMENT
BID OPENING LOG SHEET**

APPARENT BID RESULTS

CDBG Project No. 602748-25, Sidewalks & ADA Ramps Project (BN-2603-03)

BIDDER (listed in the order received)	SUFFICIENT BID BOND? (Y/N)	TOTAL BID AMOUNT
1. DT Stellar General Engineering	y	\$80,845.00
2. Hardy & Harper, Inc.	y	\$63,000.00
3. Gentry General Engineering, Inc.	y	\$130,302.00
4. Onyx Paving Company, Inc.	y	\$82,000.00

I, Vanesa Alvarez, Administrative Assistant, hereby certify that bids for the above referenced project/services were received by the deadline specified in the project specifications, were opened by me, and that the above bid opening summary is a true and correct representation of those actions.

Signed:

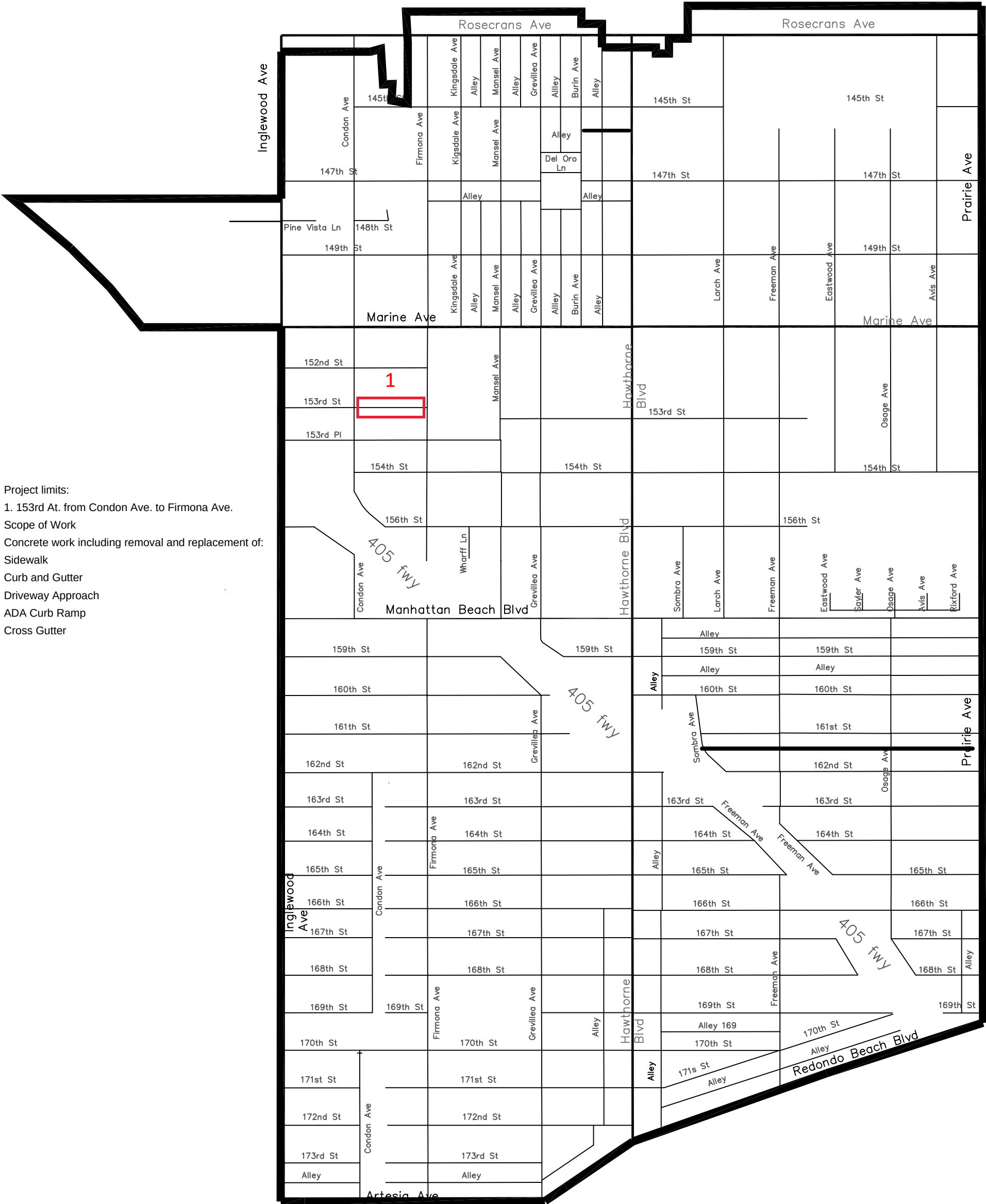
Vanesa Alvarez, Administrative Assistant

Dated: June 3, 2026

cc: Nabi Sidiqi, Assistant Engineer
Lucho Rodriguez, Director of Public Works

Attachment C

SCOPE OF WORK



Project limits:
1. 153rd At. from Condon Ave. to Firmona Ave.
Scope of Work
Concrete work including removal and replacement of:
Sidewalk
Curb and Gutter
Driveway Approach
ADA Curb Ramp
Cross Gutter

Attachment D

RESOLUTION NO. CC-2501-005

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this 17th day of August, 2026

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erika Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Resolution No. CC-2501-005 at its regular meeting held on the 17th day of August, 2026, and duly approved and adopted said resolution 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					
Pat Kearney					
Francisco M. Talavera					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

EXHIBIT A
CDBG FUNDING CHART FOR FY 2025-2026

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total															
Senior Activities (Max. 15%) Nutrition	\$ 37,332	N/A	\$ 37,332															
Street Projects																		
*CBDG FY 25/26 Highlighted in Gray	\$ 211,550	\$ N/A	\$ 211,550															
<table><tr><td>Street Name:</td><td>From:</td><td>To:</td><td>PCI:</td><td>Estimated:</td></tr><tr><td>153rd St</td><td>Condon Ave.</td><td>Firmona Ave.</td><td>~29</td><td>\$</td></tr><tr><td colspan="2">Total</td><td colspan="2"></td><td>\$248,883</td></tr></table>				Street Name:	From:	To:	PCI:	Estimated:	153 rd St	Condon Ave.	Firmona Ave.	~29	\$	Total				\$248,883
Street Name:	From:	To:	PCI:	Estimated:														
153 rd St	Condon Ave.	Firmona Ave.	~29	\$														
Total				\$248,883														
TOTAL	\$248,883	\$ N/A	\$248,883															

Attachment E



**CITY OF LAWNDALE
CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
BN-2603-03
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT NO. 602748-25
Sidewalks & ADA Ramps Project**

MAY 2026

IV. BID DOCUMENTS

A. PROPOSAL

BN-2603-03
CDBG Project No. 602748-25
Sidewalks & ADA Ramps Project

CONTRACTOR: Hardy & Harper, Inc. Date: May 28, 2026

TO: City of Lawndale
Acting Pursuant to Authority Delegated by the City Council
Lawndale, California, 90260

Ladies and Gentlemen:

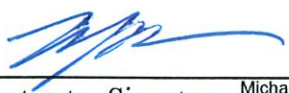
The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

BN-2603-03
CDBG Project No. 602748-25
Sidewalks & ADA Ramps Project

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

All work shall be completed within 25 days from the date the Notice to Proceed is issued by the Engineer.


Contractor Signature Michael Amundson, Vice President

1000000076
PWCR Registration Number

B. BID SCHEDULE

BN-2603-03
CDBG Project No. 602748-25
Sidewalks & ADA Ramps Project

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	\$ <u>2,200.00</u>	\$ <u>2,200.00</u>
2	1	LS	Traffic Control	601-3.5.2 601-7	\$ <u>10,160.00</u>	\$ <u>10,160.00</u>
3	1	LS	Furnish and Install Traffic Signing, Striping, Markings, Legends, and Pavement Markers	214 314-4-4.6	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
4	2	EA	Sawcut, Remove and Reconstruct 4-inch thick PCC Pavement Curb Ramp with DWS per SPPW Standard Plan 111-5, including restoration of 1-foot wide asphalt concrete	303-5.9	\$ <u>13,500.00</u>	\$ <u>13,500.00</u>
5	640	SF	Sawcut, Remove and Reconstruct 4-inch thick Concrete Sidewalk per SPPWC Standard Plan 113-2	303-5.9	\$ <u>12.00</u>	\$ <u>7,680.00</u>
6	48	LF	Sawcut, Remove and Reconstruct 6-inch integral concrete Curb and Gutter over CMB per SPPWC Standard Plan 120-3, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	\$ <u>86.00</u>	\$ <u>4,128.00</u>
7	582	SF	Remove existing Concrete Cross Gutter/Spandrel to nearest joint and Reconstruct 8-inch thick PCC Cross Gutter/Spandrel over 8-inch CMB per SPPWC Standard Plan 122-3	303-5.9	\$ <u>16.00</u>	\$ <u>9,312.00</u>
7	85	SF	Sawcut, Remove and Reconstruct 4-inch thick concrete residential Driveway Approach over compacted base per SPPWC Standard Plan 110-2, including restoration of 1-foot wide asphalt concrete pavement	303-5.9	\$ <u>16.00</u>	\$ <u>9,312.00</u>

(Total Bid in Figures) 63,000.00

(Total Bid in Words) Sixty Three Thousand Dollars

Contractor Name: _____

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

10% of proposal Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature: 

PW Registration #: 1000000076

State License #: 215952

Contractor Company Name: Hardy & Harper, Inc.

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Hardy & Harper, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of Lawndale, California, a Municipal Corporation, for the performance of certain work as required in the City of Lawndale said work being: **BN-2603-03 - CDBG Project No. 602748-25, Sidewalks & ADA Ramps Project** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and Fidelity and Deposit Company of Maryland a corporation organized and existing under the laws of the State of Illinois, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Lawndale, as Obligee, in the sum of Ten Percent of the Amount Bid Dollars (\$10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Lawndale in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 27th day of May, 2026.

Hardy & Harper, Inc.
Principal
By: [Signature]
Title: Michael Amundson, Vice President

Fidelity and Deposit Company of Maryland
Surety
By: [Signature]
Adrian Langrell
Attorney-in-Fact
Title

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Orange

On May 28, 2020, before me, Bryanna Marquez, Notary Public, personally appeared Michael Amundson, who proved to me on the basis of satisfactory

evidence to be the person~~s~~ whose name~~s~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



BRYANNA MARQUEZ
Comm. # 2515738
RIVERSIDE County
California - Notary Public
Comm. Expires MAR. 27, 2021

Bryanna Marquez

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ Individual

☒ Corporate Officer

Vice President
Title(s)

bid bond
Title or Type of Document

☐ Partner(s)

☐ Limited

2

Number of Pages

☐ Attorney-In-Fact

☐ Trustee(s)

☐ Guardian/Conservator

☐ Other:

May 27, 2020
Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Hardy & Harper, Inc.

Signer(s) Other Than Named Above

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On May 27th, 2026, before me, Melissa Ann Vaccaro, Notary Public, personally appeared Adrian Langrell, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



Melissa Ann Vaccaro

Melissa Ann Vaccaro

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

- | | |
|--|----------------------------------|
| ☐ Partner(s) | ☐ Limited |
| ☐ Attorney-In-Fact | ☐ General |
| ☒ Trustee(s) | |
| ☐ Guardian/Conservator | |
| ☐ Other: | |

Signer is representing:
Name Of Person(s) Or Entity(ies)

Fidelity and Deposit Company of Maryland

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond

Title or Type of Document

Two (2)

Number of Pages

May 27th, 2026

Date of Document

Signer(s) Other Than Named Above

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Stephanie MCCLAIN, Dwight REILLY, Frank MORONES, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Adrian LANGRELL, Magdalena R. WOLFE, Robert WOOD of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of March, A.D. 2026.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Thomas O. McClellan

By: Thomas O. McClellan
Vice President

Daniel Lutes

By: Daniel Lutes
Secretary

State of Maryland
County of Baltimore

On this 30th day of March, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Thomas O. McClellan, Vice President and Daniel Lutes, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

D. BIDDER'S ASSURANCE

BN-2603-03

**CDBG Project No. 602748-25
Sidewalks & ADA Ramps Project**

FROM:

Name of Bidder: Hardy & Harper, Inc.
Business Address: 32 Rancho Circle. Lake Forest, CA 92630

Telephone No: 714-444-1851

TO:

Acting Pursuant to Authority Delegated by the City Council

c/o City Hall
City of Lawndale, California

Acting Pursuant to Authority Delegated by the City Council:

Pursuant to your published Notice Inviting Bids for: CDBG Project No. 602748-25
Sidewalks & ADA Ramps Project BN-2603-03,

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY:  TITLE: Vice President
Michael Amundson

E. BIDDER'S DECLARATION

BN-2603-03

CDBG Project No. 602748-25

Sidewalks & ADA Ramps Project

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Hardy & Harper, Inc.
Contractor's Business Name

32 Rancho Circle.
Business Address: Street

Lake Forest, CA 92630
City State Zip
Classification

714-444-1851
Business Phone Number

Michael Amundson, Vice President
Name Title

Lake Forest, CA 92630
City State Zip


Vice President
Contractor Signature Title

Michael Amundson, Vice President
By Title

75952 - A, C - B, C12
Contractor's License No. and

May 28, 2026
Date

32 Rancho Circle.
Residence: Street

714-444-1851
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

BN-2603-03

**CDBG Project No. 602748-25
Sidewalks & ADA Ramps Project**

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Hardy & Harper, Inc.

TITLE OF PERSON SIGNING Michael Amundson, Vice President

SIGNATURE 

DATE May 28, 2026

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

Please see attached.

SECTION 1.0 **EQUAL EMPLOYMENT OPPORTUNITY**

Hardy & Harper, Inc. is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Hardy and Harper, Inc. company policy prohibits unlawful discrimination based on race, color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices) marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

All such discrimination is **unlawful**.

Hardy and Harper, Inc. is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all people involved in Hardy and Harper, Inc. operations and prohibits unlawful discrimination by any employee of the company, including supervisors and coworkers.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or Chris Icamen Hardy and Harper, Inc. EEO officer. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact Chris Icamen EEO Officer. Hardy and Harper, Inc. will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If the Hardy and Harper, Inc. determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. Hardy and Harper, Inc. will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disability, Hardy and Harper, Inc. will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Chris Icamen EEO Officer, and discuss the need for an accommodation. Hardy and Harper, Inc. will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant or employee who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) job should contact Chris Icamen EEO Officer and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, Hardy and Harper, Inc. will make the accommodation.
Hardy and Harper, Inc. EEO Officer Chris Icamen can be reached at 714-444-1851 Ext. 128 or Cicamen@hardyandharper.com

Dan Maas, CEO

G. CERTIFICATION OF PRINCIPAL

BN-2603-03

CDBG Project No. 602748-25

Sidewalks & ADA Ramps Project

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature: _____



Name: Michael Amundson

Title: Vice President

Name of Company: Hardy & Harper, Inc.

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

BN-2603-03
CDBG Project No. 602748-25
Sidewalks & ADA Ramps Project

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of May

2026, at Lake Forest (place of execution),
California.

Signature: 
Name: Michael Amundson
Title: Vice President
Name of Company: Hardy & Harper, Inc.

I. NON-COLLUSION DECLARATION

BN-2603-03

CDBG Project No. 602748-25 Sidewalks & ADA Ramps Project

The undersigned declares:

I am the Vice President of Hardy & Harper, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 05/28/26 [date], at Lake Forest [city], California [state].

Hardy & Harper, Inc.

NAME OF BIDDER


SIGNATURE OF BIDDER

32 Rancho Circle.

ADDRESS OF BIDDER

Lake Forest, CA 92630

CITY STATE ZIP

J. REFERENCES OF WORK

BN-2603-03

CDBG Project No. 602748-25

Sidewalks & ADA Ramps Project

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work in scope and cost within the past five years.

Any previous work performed by Bidder for the City of Lawndale in the last 20 years shall be included as reference, independent of the type of project. Failure to provide this information with the proposal will result in deeming the Bidder unresponsive.

All contact information for references must be current.

1. City of Adelanto 11600 Air Expressway, Adelanto, CA 92301

Name and Address of Public Agency

Richard Burgess (909) 682-0051 rburgess@adelantoca.gov

Name, Email, and Telephone Number of Project Manager

24/25 CDBG Dennis Street and Kay Street Pavement Rehabilitation

SWPPP, Cold Mill, ARHM, Striping, PCC, Utility Adjusting

Name and Description of Project

349,000.00

May 2025

Original Contract Amount

Original Date of Completion

442,000.00

May 2025

Final Contract Amount

Final Date of Completion

Number of Change Orders 1

2. City of Highland 27215 Base Line, Highland, CA 92346

Name and Address of Public Agency

Octavio Duran - (909) 864-6861 oduran@cityofhighland.org

Name, Email, and Telephone Number of Project Manager

FY 23-24 & 24-25 CDBG Pavement Improvement Project

PCC, Cold Mill, Survey, Utility Adjusting, Striping

Name and Description of Project

578,000.00

April 2025

Original Contract Amount

Original Date of Completion

599,414.11

April 2025

Final Contract Amount

Final Date of Completion

Number of Change Orders 1

3. City of Eastvale 12363 Limonite Ave, Suite 910, Eastvale, CA 91752

Name and Address of Public Agency

Gabriel Mayorquin (951) 703-4492 gmayorquin@eastvaleca.gov

Name, Email, and Telephone Number of Project Manager

2024 Median Improvement Project

Cold Mill, SWPPP, Remove AC Pavement, ARHM, Striping, Loops, Survey, Utility Adjusting, Electrical

Name and Description of Project

<u>1,650,000.00</u>	<u>May 2025</u>
Original Contract Amount	Original Date of Completion

<u>1,559,919.00</u>	<u>May 2025</u>
Final Contract Amount	Final Date of Completion

Number of Change Orders 0

4. City of Indian Wells - 4-950 Eldorado Dr., Indian Wells, CA 92210

Name and Address of Public Agency

Mirian Fulson - (760) 776-0237 mfulson@indianwells.com

Name, Email, and Telephone Number of Project Manager

Local Roads Improvement - Phases 2, 3, 4

Cold Mill, AC Overlay, Slurry Seal, Striping, Utility Adjusting

Name and Description of Project

<u>1,460,000.00</u>	<u>February 2025</u>
Original Contract Amount	Original Date of Completion

<u>1,499,563.20</u>	<u>February 2025</u>
Final Contract Amount	Final Date of Completion

Number of Change Orders 0

For additional References, please add separate sheets.

Hardy & Harper, Inc.

NAME OF BIDDER

DATE May 28, 2026


SIGNATURE OF BIDDER Michael Amundson, Vice President

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Adelanto 11600 Air Expressway Adelanto, CA 92301	Richard Burgess (909) 682-0051 rburgess@adelantoca.gov	Dennis Street and Kay Street Pavement Rehabilitation Contract Amount: \$349,000.00 Completion Date: May 2025
City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234	Jesus Gutierrez (760) 202-2402 jgutierrez@cathedralcity.gov	2024-2025 City Streets Pavement Reconstruction Projects Contract Amount: \$1,432,000.00 Completion Date: April 2025
City of Highland 27215 Base Line Highland, CA 92346	Octavio Duran (909) 864-6861 oduran@cityofhighland.org	FY 23-24 & 24-25 CDBG Pavement Improvement Project No. OLA24001 Contract Amount: \$578,000.00 Completion Date: April 2025
City of Eastvale 12363 Limonite Ave, Suite 910 Eastvale, CA 91752	Gabriel Mayorquin (951) 703-4492 gmayorquin@eastvaleca.gov	2024 Median Improvement Project Contract Amount: \$2,062,500.00 Completion Date: March 2025
City of Indian Wells 44-950 Eldorado Dr. Indian Wells, CA 92210	Mirian Fulson (760) 776-0237 infulson@indianwells.com	Local Roads Improvement - Phases 2, 3, 4 Contract Amount: \$1,460,000.00 Completion Date: February 2025
City of Highland 27215 Base Line Highland, CA 92346	Octavio Duran (909) 864-6861 oduran@cityofhighland.org	Greenspot Road Median and Street Improvements Contract Amount: \$951,000.00 Completion Date: February 2025
City of Hawaiian Gardens 21815 Pioneer Blvd Hawaiian Gardens, CA 90716	Neema Ghanbari (562) 420-2641 nghanbari@hgcity.org	Carson Street Beautification (Phase II), Project 108 Contract Amount: \$4,480,000.00 Completion Date: February 2025
City of Bell Gardens 8327 Garfield Avenue Bell Gardens, CA 90201	Veronica Sanchez (562) 8069-7770 vsanchez@bellgardens.org	Eastern Avenue Improvements Project Contract Amount: \$1,278,900.00 Completion Date: February 2025
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Youssef Baskaron (951) 332-6464 ybaskaron@jurupavalley.org	2023-2024 CDBG Glen Avon & 2024-2025 CDBG Rubidoux Area Pavement Rehab Contract Amount: \$1,197,920.00 Completion Date: January 2025
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754	Anthony Bendezu (626) 307-1283 abendezu@montereypark.ca.gov	2022-23 Monterey Pass Road Overlay Contract Amount: \$1,133,912.00 Completion Date: December 2024
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehabilitation on Mount Vernon Avenue Contract Amount: \$693,000.00 Completion Date: December 2024
City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832	Melissa Rendon (714) 738-6886 melissa.rendon@cityoffullerton.org	Las Palmas Area Street Rehabilitation Contract Amount: \$2,585,000.00 Completion Date: October 2024
County of Riverside 3525 14th Street Riverside, CA 92501	Joel Jimenez (951) 955-1537 jrjimenez@rivco.org	Dillon Road Resurfacing and Bubbling Wells Resurfacing Contract Amount: \$3,200,000.00 Completion Date: September 2024
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Salvador Munoz (714) 744-5547 smunoz@cityoforange.org	Annual Pavement Maintenance at Various Locations FY 23-24 Contract Amount: \$3,850,000.00 Completion Date: August 2024
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Ammando Baldizzone (760) 770-0340 abaldizzone@cathedralcity.gov	Panorama Neighborhood Pavement Reconstruction Contract Amount: \$636,000.00 Completion Date: July 2024
City of Ontario 303 East "B" Street Ontario, CA 91764	Yesenia Lopez (909) 395-2103 ylopez@ontarioca.gov	2024 Spring Pavement Rehabilitation Project Contract Amount: \$2,041,000.00 Completion Date: June 2024
City of Los Alamitos 3191 Katella Avenue Los Alamitos, CA 90720	Chris Kelley (562) 431-3538 ckelley@cityoflosalamitos.org	Bloomfield Street Improvement Project Contract Amount: \$207,000.00 Completion Date: April 2024
City of Rancho Santa Margarita 22112 El Paseo Rancho Santa Margarita, CA 92688	Tri Nguyen (949) 635-1813 tinguyen@cityofrsm.org	Fy 23-24 Annual Residential Overlay Contract Amount: \$829,425.00 Completion Date: March 2024
City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058	Lissette Melendez (323) 583-8811 lmelendez@cityofvernon.org	Gifford Ave, 48th, 49th & 50th Street Improvements Contract Amount: \$792,000.00 Completion Date: March 2024

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Signal Hill 2175 Cherry Avenue Signal Hill, CA 90755	Davina Buenavista (310) 766-6985 dbuenavista@koacorp.com	Palm Drive Pavement Rehabilitation Project Contract Amount: \$774,000.00 Completion Date: October 2023
City of Manhattan Beach 14000 Highland Avenue Manhattan Beach, CA 90266	Gilbert Ramos (310) 802-5353 gramos@manhattanbeach.gov	Cycle 2 Street Resurfacing Project Contract Amount: \$3,110,000.00 Completion Date: September 2023
San Bernardino County 825 East 3rd Street San Bernardino, CA 92415	Larry White (909) 663-7599 lwhite@dpw.sbcounty.gov	Rain Shadow Road and Other Roads Contract Amount: \$830,000.00 Completion Date: September 2023
City of El Segundo 350 Main Street El Segundo, CA 90245	Floriza Rivera (310) 524-2361 frivera@elsegundo.org	FY 23/24 Pavement Rehabilitation Project Contract Amount: \$1,635,000.00 Completion Date: July 2023
City of La Cañada Flintridge 1 Civic Center Drive La Cañada Flintridge, CA 91011	Nasser Shoushtarian (818) 790-8882 nshoushtarian@lcf.ca.gov	2023 Citywide Street Resurfacing Program Contract Amount: \$1,060,000.00 Completion Date: June 2023
City of Palos Verdes Estates 340 Palos Verdes Drive West Palos Verdes Estates, CA 90274	Monica Pango (951) 475-3625 mpango@hrgreen.com	FY 21-22 Street Improvements Contract Amount: \$1,138,000.00 Completion Date: May 2023
City of Norwalk 12700 Norwalk Blvd Norwalk, CA 90650	Delfino Consunji (714) 686-8911 dconsunji@oe-eng.com	Local Streets Rehabilitation CDBG FY 22-23 Contract Amount: \$956,000.00 Completion Date: April 2023
City of San Gabriel 425 S. Mission Drive San Gabriel, CA 91776	Alam Mai (626) 308-2825 amai@sgch.org	CDBG Street Improvements Project FY 22/23 Contract Amount: \$490,000.00 Completion Date: March 2023
City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832	Rafael Chavez (714) 932-7506 rafael.chavez@cityoffullerton.com	Residential Street Rehabilitation Contract Amount: \$1,204,780.00 Completion Date: February 2023
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Quang Nguyen (951) 413-3159 quangn@moval.org	Pavement Rehab. for Various Local Streets CDBG FY 21/22 Contract Amount: \$2,444,260.00 Completion Date: December 2022
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehab. on Barton Rd, Van Buren St & Vivienda Ave Contract Amount: \$570,000.00 Completion Date: September 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutierrez@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 1 Contract Amount: \$2,875,000.00 Completion Date: June 2022
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Youichi Nakagawa (714) 744-5572 ynakagawa@cityoforange.org	Prospect & Spring Right Turn Lane Modification Project Contract Amount: \$920,000.00 Completion Date: June 2022
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Manuel Fabian (818) 898-1243 mfabian@sfcity.org	Pico Street Improvement Project Contract Amount: \$465,000.00 Completion Date: May 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dgutierrez@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 10 Contract Amount: \$2,355,000.00 Completion Date: April 2022
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Desiree Flores (951) 332-6464 dflores@jurupavalley.org	2021-22 CDBG Old Mira Loma Pavement Rehabilitation Project Contract Amount: \$810,000.00 Completion Date: April 2022
City of Anaheim 200 S. Anaheim Blvd Anaheim, CA 92805	Lorenzo Rea (714) 765-6893 lrea@anaheim.net	Residential Street Improvement Project - Lotus & Torry, Group 13 Contract Amount: \$5,806,000.00 Completion Date: March 2022
County of Riverside 3525 14th Street Riverside, CA 92501	Hector Davila (951) 955-6885 hedavila@riveco.org	Fisher Street Resurfacing Project Contract Amount: \$785,560.00 Completion Date: February 2022
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Carl Hassel (909) 364-2817 chassel@chinohills.org	Village Center Drive Pavement Rehabilitation Project Contract Amount: \$408,000.00 Completion Date: December 2021
Los Angeles County 900 S. Fremont Avenue Alhambra, CA 91803	Peter Sanque (661) 947-7173 psanque@pw.lacounty.gov	Pavement Reconstruction (Sustainable) North LA County Contract Amount: \$1,873,929.57 Completion Date: November 2021

K. SUBCONTRACTORS LIST

BN-2603-03

CDBG Project No. 602748-25

Sidewalks & ADA Ramps Project

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

NO SUBS

Any previous work performed by a Subcontractor for the City of Lawndale in the last 5 years shall be included as reference, independent of the type of project. Failure to provide this information with the bid documents will result in deeming the Bidder unresponsive.

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

ADD ADDITIONAL PAGES IF NECESSARY.

Percent of work to be performed by sub-Contractors: _____ % (Note: Minimum of 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:  _____

Printed Name: Michael Amundson

Title: Vice President

Firm Name: Hardy & Harper, Inc.

Date: 05/28/26

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: Hardy & Harper, Inc.

DIR Registration Number: 1000000076

DIR Registration Expiration: 06/30/2028

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Hardy & Harper, Inc.

Signature 

Name and Title Michael Amundson, Vice President

Dated 05/28/26

¹If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT 6

Prime Contractor's List of Proposed Subcontractor

Federal Compliance Form - to be submitted with Bid and updated as necessary
Bidder must list all subcontracts involving labor at the site of construction, regardless of subcontract dollar amount or percentage of bid.

Project Name: CDBG Project No. 602748-25 Sidewalks & ADA Ramps Project Awarding Agency: City of Lawndale
 Location: Lawndale, CA Project Number: 02748-25

SUBCONTRACTORS: Name, Address, Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED

Signature:  Name and Title: Michael Amundson, Vice President
 Date: 05/28/26 Company Name: Hardy & Harper, Inc.

EXHIBIT 7

Prime Contractor File Checklist

Local Contracting Agency (LCA): N/A Prime Contractor Name: Hardy & Harper, Inc.

Project Name: CDBG Project No.602748-25 Sidewalks & ADA Ramps Project Project Number: 02748-25

Sasha Eaton
Print Name of Labor Standards Officer (LSO)

Sasha Eaton
LSO Signature

05/28/26
DATE

CONTRACT ACTIVITY

YES	NO
-----	----

COMMENTS

PRE-BID REQUIREMENTS – Bid Documents must be reviewed and accepted by Grants Management Unit (GMU) prior to advertising the project and soliciting bids:

Submit the project Bid Documents to GMU for review using the *Standard-format Request & Checklist*
 Receive confirmation from GMU that the documents are acceptable for CDBG funding-program requirements
 Verify the Wage Decision 'lock-in' date (10-days prior to the date of the bid opening) at www.wdol.gov
 Document any reason(s) for not providing a *Wage Modification* issued within 10-days of bid opening
 Hold a *Section 3* pre-bid meeting to explain the bid preference & hiring requirements
 Hold a Public Bid Opening (complete formal bid evaluation and copy GMU on the documented results)
 Complete the *Section 3 Bid Evaluation Memorandum* (if applicable) and forward a copy to GMU

✓	
✓	

Date submitted: _____
 Date received: _____
 Date verified: _____
 Attach a copy of the Memo-to-File
 Pre-Bid Date: May 21, 2026
 Bid Opening Date: June 3, 2026
 Date submitted: _____

CONTRACT AWARD – Verify the contractor's eligibility prior to awarding a construction contract and:

Check CSLB (<http://www.cslb.ca.gov>) to ensure contractor has a current license & Worker's Comp insurance
 Check CA Department of Industrial Relations (DIR) at <https://efiling.dir.ca.gov/PWCR/Search>
 Check CA Department of Industrial Relations (DIR) at <http://www.dir.ca.gov/dlse/debar>
 Check the *System for Award Management (SAM)* at <https://www.sam.gov> for Contractor Eligibility
 Date the LCA & Contractor ☐ signed a contract or ☐ council approved the award (*Contract Award date*)
 Send a *Notice of Contract Award* letter to DOL/OFCCP (*Contracts \$10,000 or more*)
 Send a copy of the completed *Agency Report of Contract Award form (ARCA)* to GMU
 Send a copy of the Prime Contractor's *List of Subcontractors* to GMU

Date: _____
 Date: _____
 Date: _____
 Date: _____
 Contract Award Date: _____
 Contract Amount: _____
 Date sent: _____
 Number of subcontracts: _____

PRE-CONSTRUCTION CONFERENCE – The LCA's Labor Standards Officer must be prepared to present the Labor Standards & Section 3 requirements:

LCA notified GMU no less than 10-workdays in advance that a pre-construction conference was scheduled
 An *Additional Work Classification Request form* received for classifications not listed on *Wage Decision*
 LCA sent a *Notice to Proceed* to the prime contractor
 LCA is reminded to send a copy of all Change Orders to GMU

Notification sent on: _____
 Classification: _____
 Start Date: _____

Contracts in the amount of \$10,000 to \$100,000.00 – Ensure that the contractor submits the following MINIMUM documentation:

☐ N/A

Non-Segregated Facilities Certification form
 Past Performance Certification form
 Notice of Equal Employment Commitment form
 Non-Collusive Declaration form
 County Lobbyist Certification form

Contracts in the amount of \$100,000 or more – Ensure that the contractor submits the following MINIMUM documentation:

☐ N/A

Federal Lobbyist Certification form
 Section 3 Business Certification form & Resident Certification form for each employee
 Section 3 Commitment form
 Section 3 Economic Opportunity Plan
 Section 3 Economic Opportunity Report (Submit with the final payroll report)

✓	

Total Employees: _____ Low-Income: _____
 Proposed Low-Income New Hires: _____
 Total New Hires: _____ Low-Income: _____

Contracts in the amount of **\$250,000** or more

COMMENTS

☐ N/A

Ensure that the contractor submits the following **MINIMUM** documentation:

Certification of Intent to Comply with Build America Buy America Act (BABAA) domestic preference requirements.			Date Submitted to HUD: _____
Certification of Intent to Request a BABAA General Applicability or Project-Specific Waiver			Date Submitted to HUD: _____

CONTRACT ACTIVITY

YES NO

COMMENTS

POSTING REQUIREMENTS — Verify that the Posting Requirements were met at the job site and document the project file for the following:

Federal Wage Decision is posted at the site, accessible to all employees during working hours
Notice to Employees – Davis-Bacon Poster includes the LCA contact person's name & project number
The Law – EEO Poster
Notice of Equal Employment Opportunity Commitment
Notice of Section 3 Commitment
Documented in file (include the *Project Number*) via: ☐ Photographs ☐ Memo-to-File ☐ Interview form

CA: _____ Mod: _____ Date: _____

Contact Person's Name: _____

☐ N/A

EMPLOYEE INTERVIEWS — Conduct *Employee Interviews* using the HUD-11 form and reconciling the information on the form with the corresponding CPR and supporting documentation:

Interview forms were reconciled with corresponding CPR to verify the information provided
Interview forms are complete & attached to corresponding CPR
A minimum of 10% of the workforce was interviewed

Number of Interviews: _____

Number of Workers: _____

Percentage Accomplished: _____

CERTIFIED PAYROLL REPORTS (CPR) — Review and verify that each report met the following minimum requirements:

Certificate of Understanding & Authorization form was provided to support non-owner signatures
Payroll Reports submitted are in the form and format authorized by HUD
CPR was numbered Sequential & the last report is annotated "Final"
CPR includes the Name, Address and EIN of Contractor
Also include the Name, Address & SSN (or employer-generated ID) of each worker
Work Classifications reported on all CPR correspond with the assigned Federal Wage Decision
The hourly rate of pay reported on CPR is no less than the prevailing hourly wage rate on the wage decision
Fringe Benefit Statement reports hourly benefits are paid into ☐ an approved plan or ☐ in cash to the worker
ALL "Other" deductions are documented and acknowledged or authorized by the worker(s)
An apprentice status letter from the Federal Office of Apprentice is attached to the CPR for each apprentice
The Ratio of Apprentice to Journeymen meets ☐ HUD and/or ☐ Local Union standards

☐ N/A

DATE of the FIRST workday: _____

DATE of the LAST workday: _____

☐ Confidential List of employees is in the file

STATEMENT OF COMPLIANCE — Ensure that each payroll report has a *Statement of Compliance* attached and has an original authorized signature:

Was provided in a form & format authorized by HUD and are attached to the corresponding CPR
Was submitted with an Original (*Authorized*) Signature on each statement

UNDERPAYMENTS — Enforce the *Labor Standards Provisions* and take the following **MINIMUM** action steps in an effort to resolve the underpayments:

☐ N/A

Completed a violation report, documented how the underpayments were discovered, and sent a copy to GMU
Provided GMU with a copy of the worksheet that identifies the workers that were underpaid
Calculated underpayment amount and documented findings on the spreadsheet
Notified the contractor (*in writing*) of the nature of the underpayment & required corrective action to take
Informed the Contractor of his/her Right of Appeal in accordance with the LCA policies
Reported to GMU that the contractor was able to make full restitution payments to all workers
Advised GMU that the contractor was unable to make restitution payments to _____ workers
Letters were sent (*Regular & Certified Mail*) to each of the unfound/underpaid workers
An escrow account was established on _____ (date)
Submit a 5.7 Enforcement Report (*Unfound workers and/or underpayments of \$1,000 or more*) to GMU

Sent on: _____

Number of Workers: _____

Underpayment Amount: _____

Date Notified: _____

Date Informed: _____

Date Reported: _____

Outstanding Amount: _____

Date: _____

Escrow Amount: _____

Date submitted: _____

POST-CONSTRUCTION REQUIREMENTS -- *Request Contract & Labor Compliance File Review* by GMU within 10 workdays of the end of construction:

Has a Notice of Completion been filed for this project?

Was a completion letter sent to the prime contractor to document performance/compliance?

Has the LCA provided GMU with copies of all Change Orders? If not send copies with this request

Has the LCA provided GMU with 'after' photographs of the project area? If not, submit with request

Submit a standard-format *Request for CDBG Contract & Labor Compliance File Review* of the project files

Date Filed: _____

Sent on: _____

Number of Change Orders: _____

Sent on: _____

Date Requested: _____

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630
Tel: (714) 444-1851
Fax: (714) 444-2801

Ad Proofs

Project Name: COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROJECT NO. 602748-25 Sidewalks &
ADA Ramps Project

Contract/Bid #: BN-2603-03

Awarding Agency: City of Lawndale

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 05/29/2026 @ 12:58:03 PM Pacific

Expired On: 06/03/2026 @ 11:59:59 PM Pacific

Message Notifications Sent To: bids@hardyandharper.com

Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=67755



Hardy & Harper, Inc.

is seeking qualified DBEs, MBEs, WBEs, SBEs, SBA MBEs, SDBs, SBA SDVOBs, SBA VOBs, WOSBs, HUBZone, Section 3s, DVBEs

Project Name

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO. 602748-25 Sidewalks & ADA Ramps Project

Bid/Contract

BN-2603-03

Awarding Agency

City of Lawndale

Project Location

Lawndale, Los Angeles County, CA

Bid Date

06/03/2026 at 02:00

Project Details

We are seeking quotes for traffic control and striping.

We are an equal opportunity employer.

The plans and specs are available for review at our office or via email by sending a request to Bryanna Marquez at bmarquez@hardyandharper.com.

Bonds will not be required from qualified subcontractors.

Insurance will be required from all subcontractors.

Please reach out to us for questions, concerns, or assistance.

Get in Touch

Outreach Coordinator

Bryanna Marquez

Project Estimator

Mike A.

Telephone

(714) 444-1851

Fax

(714) 444-2801

Address

**32 Rancho Circle
Lake Forest, CA 92630**

[Send Message »](#)

Certification & Assistance

California DBE Program

San Francisco LBE Program

San Diego SLBE Program

Bay Area Rapid Transit SBE, LSB Program

Los Angeles County CBE Program

Alameda County SLEB Program

California Supplier Clearinghouse Diversity Program
Program

Oakland LBE/SLBE Program

Los Angeles County SLBE & DVBE Program

Alameda County Alameda CTC LBE/SLBE Program

California SB-PW Program

California DVBE Program

Free DBE Resources

**Procurement, Capital Access, &
Surety Bond Assistance**

The U.S. Department of Transportation-
supported **Southwest Region SBTRC** helps
DBEs with **Procurement, Capital Access, and
Surety Bond Assistance** - and much more - at
no cost.

[Learn more »](#)

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 05/29/2026 @ 12:58:03 PM Pacific

Expired On: 06/03/2026 @ 11:59:59 PM Pacific

Published At:

http://dbejournal.com/index.php?show_ad=67755&ad_project_name=COMMUNITY+DEVELOPMENT+BLOCK+GRANT+%28CDBG%29+PROJECT+NO.+602748-25+Sidewalks+%26+ADA+Ramps+Project&co_name=Hardy+%26+Harper%2C+Inc.



Outreach Coordinator

Bryanna Marquez

Estimator

Mike A.

Contact Information

32 Rancho Circle
Lake Forest, CA 92630

Telephone

(714) 444-1851

Fax

(714) 444-2801

Hardy & Harper, Inc.

is seeking qualified DBEs, MBEs, WBEs, SBEs, SBA MBEs, SDBs, SBA SDVOBs, SBA VOBs, WOSBs, HUBZone, Section 3s, DVBEs

Project Name

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT NO.
602748-25 Sidewalks & ADA Ramps Project

Bid/Contract #

BN-2603-03

Awarding Agency

City of Lawndale

Project Location

Lawndale, Los Angeles County, CA

Bid Date

06/03/2026 at 02:00

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We are seeking quotes for traffic control and striping.

We are an equal opportunity employer.

The plans and specs are available for review at our office or via email by sending a request to Bryanna Marquez at bmarquez@hardyandharper.com.

Bonds will not be required from qualified subcontractors.

Insurance will be required from all subcontractors.

Please reach out to us for questions, concerns, or assistance.

LinkedIn

Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.

Published On: 12/31/1969 @ 04:00:00 PM Pacific

Published At: LinkedIn not posted yet. Please check back soon for post confirmation.

EXHIBIT 8

CERTIFICATION OF UNDERSTANDING AND PAYROLL AUTHORIZATION

Federal Compliance Form - to be submitted with Bid

CDBG Project No.602748-25 Sidewalks & ADA Ramps Project

Project Name/Number

City of Lawndale

Awarding Agency

Hardy & Harper, Inc.

Company Name

32 Rancho Circle. Lake Forest, CA 92630

Company Address

215952

License Number

95-2251022

Employer Identification Number

006837843

DUNS Number

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (individual responsible for signing Statements of Compliance)

Vanessa Garcia

Name

Payroll Manager

Title

Vanessa Garcia

Signature

05/28/26

Date

PRINCIPAL OWNER/GENERAL PARTNER: (listed on CSLB Personnel List)

Dan T. Maas

Name

President

Title

DT Maas

Signature

05/28/26

Date

EXHIBIT 9

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 03/30/2008)				
1. FROM (name and address of requesting agency) Hardy & Harper, Inc. 32 Rancho Circle. Lake Forest, CA 92630		2. PROJECT NAME AND NUMBER CDBG Project No.602748-25 Sidewalks & ADA Ramps Project				
4. BRIEF DESCRIPTION OF PROJECT CDBG Project No.602748-25 Sidewalks & ADA Ramps Project		3. LOCATION OF PROJECT (City, County and State) Lawndale, CA Los Angeles County				
		5. CHARACTER OF CONSTRUCTION ☐ Building ☐ Residential ☐ Heavy ☒ Other (specify) ☐ Highway				
6. WAGE DECISION NO. (include modification number, if any) TBD ☐ COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE TBD				
8. WORK CLASSIFICATION(S) TBD	HOURLY WAGE RATES <table border="1"> <thead> <tr> <th>BASIC WAGE</th> <th>FRINGE BENEFIT(S) (If any)</th> </tr> </thead> <tbody> <tr> <td>TBD</td> <td>TBD</td> </tr> </tbody> </table>		BASIC WAGE	FRINGE BENEFIT(S) (If any)	TBD	TBD
BASIC WAGE	FRINGE BENEFIT(S) (If any)					
TBD	TBD					
9. PRIME CONTRACTOR (name, address) Hardy & Harper, Inc. 32 Rancho Circle. Lake Forest, CA 92630		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address) TBD				
Check All That Apply: ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. ☐ The proposed classification is utilized in the area by the construction industry. ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). ☐ Supporting documentation attached, including applicable wage decision.						
Check One: ☐ Approved, meets all criteria. DOL confirmation requested. ☐ One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.						
 _____ Agency Representative (Typed name and signature) Michael Amundson, Vice President		FOR HUD USE ONLY LR2000: Log in: Log out:				
05/28/26 _____ Date						
714-444-1851 _____ Phone Number						

EXHIBIT 10

NON-SEGREGATED FACILITIES CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The Federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

5. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
6. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The Federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas¹ parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

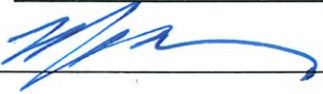
The Federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 05/28/26 Project Number: 602748-25

Company: Hardy & Harper, Inc.

Address: 32 Rancho Circle. Lake Forest, CA 92630

By: 

Title: Michael Amundson, Vice President

EXHIBIT 11

PAST PERFORMANCE CERTIFICATION

Federal Compliance Form - to be submitted with Bid

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, a required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, files with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 05/28/26 Project Number: 602748-25 Contract Award \$ TBD

Awarding Agency: City of Lawndale

Contractor Name: Hardy & Harper, Inc.

Affiliate Company: N/A

By:  Title: Michael Amundson, Vice President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(i), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, L.J.S. Department of Labor.

SF-100 (EE0-1) must be filed by:

- (A) All private employers who are:
 - (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
 - (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.
- (B) All federal contractors (private employers), who:
 - (1) Are not exempt as provided for by 41 CFR 60-1.5
 - (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EXHIBIT 12

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Federal Compliance Form - to be submitted with Bid

TO: So Cal Laborers J.A.C.
(Name of Labor Union, Workers Representative, etc.)

1385 W. Sierra Madre Ave Azusa, CA
(Address)

Name of Business (Contractor): Hardy & Harper, Inc.

Project Name: CDBG Project No.602748-25 Sidewalks & ADA Ramps Project Project Number: 602748-25

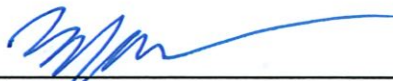
The Undersigned currently holds a contract with City of Lawndale
involving funds of the U, S. Government, or a subcontract with a prime contractor holding
such contract.

You are advised that under the provisions of the above contract or subcontract, and in
accordance with Executive Order 11246, the undersigned is obligated not to discriminate
against any employee or applicant for employment because of race, color, religion, sex
or national origin. This obligation not to discriminate in employment includes, but is not
limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or
subcontract and Executive Order 11246. Copies of this notice will be posted by the
undersigned in conspicuous places available to employees or applicants for employment.

Michael Amundson
(Print Name)

By: 
(Signature)

05/28/26
(Date)

Michael Amundson, Vice President
(Title)

EXHIBIT 13

FEDERAL LOBBYIST CERTIFICATION

Federal Compliance Form - to be submitted with Bid

Name of Firm: Hardy & Harper, Inc.

Address: 32 Rancho Circle. Lake Forest

State: California Zip Code: 92630 Telephone Number: (714) 444-1851

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm 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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant¹ loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than 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 Congress or an employee of a Member of Congress in connection with this federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

NOTE: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$101000 and not more than \$100,000 for each such failure.

Authorized Official:

Michael Amundson

(Print Name)

05/28/26

(Date)

By: 

(Signature)

Vice President

(Title)

EXHIBIT 14
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: CDBG Project No.602748-25 Sidewalks & ADA Ramps Project

Address: Lawndale, CA

State: CA Zip Code: 92630 Telephone Number: (714) 444-1851

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

- 1) 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 the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) 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, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

Hardy & Harper, Inc.

(Contractor/Subcontractor)

By: 

(Signature)

05/28/26

(Date)

Michael Amundson, Vice President

(Title)

EXHIBIT 15

Fringe Benefit Payment Certification

CDBG Project No.602748-25 Sidewalks & ADA Ramps Project

City of Lawndale / Hardy & Harper, Inc.

PROJECT NAME

AWARDING AGENCY / CONTRACTOR

Lawndale, CA

PROJECT LOCATION

Hardy & Harper, Inc.

COMPANY NAME

Lawndale, CA

COMPANY ADDRESS

215952

LICENSE NUMBER

95-2251022

EMPLOYER IDENTIFICATION NUMBER

006837843

DUNS NUMBER

WORK CLASSIFICATION	HOURLY FRINGE BENEFITS PROVIDED	NAME, ADDRESS, AND TELEPHONE NUMBER OF THE APPROVED PLAN, FUND, OR PROGRAM
TBD	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	TBD
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	

I Certify under penalty of perjury that:

☒ I make payments to approved fringe benefit plans, funds, or programs as listed above.

-OR-

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs.
Benefits are added to hourly rates and paid each week to the employees.

Michael Amundson

AUTHORIZED OFFICIAL NAME



AUTHORIZED OFFICIAL SIGNATURE

Vice President

AUTHORIZED OFFICIAL TITLE/CAPACITY

05/28/26

DATE



BA20241230236

B2856-2381 07/01/2024 10:46 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
**STATEMENT OF INFORMATION
CORPORATION**

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20241230236

Date Filed: 7/1/2024

Entity Details															
Corporation Name		HARDY & HARPER, INC.													
Entity No.		0443071													
Formed In		CALIFORNIA													
Street Address of Principal Office of Corporation															
Principal Address		32 RANCHO CIRCLE LAKE FOREST, CA 92630													
Mailing Address of Corporation															
Mailing Address		32 RANCHO CIRCLE LAKE FOREST, CA 92630													
Attention															
Street Address of California Office of Corporation															
Street Address of California Office		32 RANCHO CIRCLE LAKE FOREST, CA 92630													
Officers															
<table><thead><tr><th>Officer Name</th><th>Officer Address</th><th colspan="2">Position(s)</th></tr></thead><tbody><tr><td>Kristen S. Paulino</td><td>32 RANCHO CIRCLE Lake Forest, CA 92630</td><td colspan="2">Secretary, Chief Financial Officer</td></tr><tr><td>DANIEL THOMAS MAAS</td><td>32 RANCHO CIRCLE LAKE FOREST, CA 92630</td><td colspan="2">Chief Executive Officer</td></tr></tbody></table>				Officer Name	Officer Address	Position(s)		Kristen S. Paulino	32 RANCHO CIRCLE Lake Forest, CA 92630	Secretary, Chief Financial Officer		DANIEL THOMAS MAAS	32 RANCHO CIRCLE LAKE FOREST, CA 92630	Chief Executive Officer	
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DANIEL THOMAS MAAS	32 RANCHO CIRCLE LAKE FOREST, CA 92630	Chief Executive Officer													
Additional Officers															
<table><thead><tr><th>Officer Name</th><th>Officer Address</th><th>Position</th><th>Stated Position</th></tr></thead><tbody><tr><td>Michael A Amundson</td><td>32 RANCHO CIRCLE LAKE FOREST, CA 92630</td><td>Vice President</td><td></td></tr></tbody></table>				Officer Name	Officer Address	Position	Stated Position	Michael A Amundson	32 RANCHO CIRCLE LAKE FOREST, CA 92630	Vice President					
Officer Name	Officer Address	Position	Stated Position												
Michael A Amundson	32 RANCHO CIRCLE LAKE FOREST, CA 92630	Vice President													
Directors															
<table><thead><tr><th>Director Name</th><th>Director Address</th></tr></thead><tbody><tr><td>Tessa Irene Maas</td><td>32 Rancho Circle Lake Forest, CA 92630</td></tr><tr><td>+ Daniel Thomas Maas</td><td>32 RANCHO CIRCLE LAKE FOREST, CA 92630</td></tr><tr><td>+ Kristen S Paulino</td><td>32 RANCHO CIRCLE LAKE FOREST, CA 92630</td></tr></tbody></table>				Director Name	Director Address	Tessa Irene Maas	32 Rancho Circle Lake Forest, CA 92630	+ Daniel Thomas Maas	32 RANCHO CIRCLE LAKE FOREST, CA 92630	+ Kristen S Paulino	32 RANCHO CIRCLE LAKE FOREST, CA 92630				
Director Name	Director Address														
Tessa Irene Maas	32 Rancho Circle Lake Forest, CA 92630														
+ Daniel Thomas Maas	32 RANCHO CIRCLE LAKE FOREST, CA 92630														
+ Kristen S Paulino	32 RANCHO CIRCLE LAKE FOREST, CA 92630														
The number of vacancies on Board of Directors is: 0															
Agent for Service of Process															
Agent Name		KRISTEN S. PAULINO													
Agent Address		32 RANCHO CIRCLE LAKE FOREST, CA 92630													
Type of Business															
Type of Business		ASPHALT PAVING CONTRACTOR													

Email Notifications	
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.
Labor Judgment	
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.	
Electronic Signature	
☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Kristen S. Paulino</i>	<i>07/01/2024</i>
Signature	Date



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2027**

www.cslb.ca.gov



CA



State of California
Department of
Industrial Relations

[Public Works Support](#)

[Log in](#)

[eCPR Search](#)

[Contractor Registration Search](#)

[Project Registration Search](#)

[Register](#)

[Home](#) > [Customer Account Lookup](#) > 1000000076 - Hardy & Harper, Inc.

1000000076 - Hardy & Harper, Inc.

Customer Account Lookup

PWCR

1000000076

Contractor Status

DIR Approved

CSLB

Business Phone

7144441851

Ext

Registration Start Date

Legal Entity Name

Doing Business As (DBA)

Business Structure

President

Email

Registration End Date

Crafts

Address

Mailing Address

Mailing Address - City

Mailing Address - State

CA

Mailing Address - Zip

92630

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (13)

California Environmental Protection Agency
Air Resources Board

January 1, 2026

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

HARDY & HARPER, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

4333

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert.html

ATTACHMENT F



Notice of Exemption

- To: ☒ Los Angeles County Clerk's Office
Environmental Filing
12400 E. Imperial Highway, Room 1101
Norwalk, California 90650
- ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

Project Title: CDBG ADA Sidewalks Award Contract

1. City of Lawndale Community Development Department
2. Project Location – Specific: 153rd Street from Condon Avenue to Firmona Avenue
3. (a) Project Location - City: City of Lawndale
(b) Project Location - County: Los Angeles
4. Description of nature, purpose, and beneficiaries of Project: The project consists of removing and replacing damaged sidewalk, driveway approaches, ADA curb ramps, cross gutter/spandrel and curb and gutter improvements.
5. Name of Public Agency approving project: City of Lawndale, California
6. Name of Person or Agency carrying out project: Nick Petrevski, Associate Engineer
7. Exempt status: (Check one)
 - (a) ☐ Ministerial project.
 - (b) ☐ Not a project.
 - (c) ☐ Emergency Project.
 - (d) ☒ Categorical Exemption. State type and class number: 15301 (c)
 - (e) ☐ Declared Emergency.
 - (f) ☐ Statutory Exemption. State Code section number: _____
 - (g) ☐ Other. Explanation: _____
8. Reason why project is exempt: The proposed improvements will not expand or proposed to go beyond the existing sidewalks. All work are for repair and maintenance purposes of existing sidewalk infrastructure.
9. Contact Person: Nick Petrevski, Associate Engineer
Telephone: (310) 973-3265
10. **Attach Preliminary Exemption Assessment (Form "A") before filing.**

Date Received for Filing: _____

(Clerk Stamp Here)


Signature (Lead Agency Representative)

Lucho Rodriguez, Acting City Manager
Title



CITY OF LAWDALE

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

DATE: August 17, 2026

TO: Honorable Mayor and City Council

FROM: Lucho Rodriguez, Acting City Manager

PREPARED BY: Grace Huizar, Senior Management Analyst
Nick Petrevski, Associate Engineer

SUBJECT: **Memorandum of Agreement for Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Programs and Enhanced Watershed Management Program for the Dominguez Channel Watershed**

BACKGROUND

The City of Lawndale is required to follow federal and state laws that protect local waterways from pollution. Stormwater runoff can pick up oil, trash, chemicals, and other pollutants from streets and properties. This polluted water can enter the storm drain system and eventually reach local channels, beaches, and the ocean.

In 1990, the Los Angeles Regional Water Quality Control Board (Regional Board) began requiring cities in Los Angeles County to take steps to reduce pollution entering the storm drain system. Over the years, these requirements have been updated and strengthened through several stormwater permits. The current National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2021-0105, became effective on September 11, 2021. The Permit requires cities and other public agencies to reduce stormwater pollution, monitor water quality, carry out pollution prevention programs, and report their progress to the Regional Board.

Dominguez Channel Watershed Management Group

In 2015, the City of Lawndale joined the Dominguez Channel Watershed Management Group (DC WMG). This group allows several cities and public agencies within the watershed to work together to meet the requirements of the MS4 Permit. The participating agencies include the cities of Los Angeles, Carson, El Segundo, Hawthorne, Inglewood, Lawndale, and Lomita; the County of Los Angeles; the Los Angeles County Flood Control District; and the South Bay Cities Council of Governments (SBCCOG). The City of Los Angeles serves as the Lead Agency for the DC WMG. Working together allows the agencies to share the cost of required monitoring, studies, reporting, and other water quality activities instead of each agency performing the same work on its own.

Watershed Management and Water Quality Monitoring

The watershed group developed programs to identify actions needed to reduce stormwater pollution and monitor water quality. The Watershed Management Program (WMP) identifies programs, projects, and Best Management Practices (BMPs) that can be used to prevent or reduce pollutants from entering the storm drain system. BMPs can include activities such as street sweeping, storm drain cleaning, public education, and projects that capture or treat stormwater. These efforts help protect rivers, channels, beaches, and the ocean while helping the City meet the requirements of the MS4 Permit.

The Coordinated Integrated Monitoring Program (CIMP) provides the framework for collecting and testing water samples. Monitoring helps determine the condition of local waterways, identify possible sources of pollution, measure progress, and determine whether water quality requirements are being met. Monitoring activities include testing receiving waters, stormwater outfalls, and non-stormwater discharges, along with data management, equipment maintenance, laboratory testing, and preparation of monitoring information for required annual reports.

The City of Los Angeles, as Lead Agency, coordinates and performs the required monitoring services and prepares reports for the Regional Board. Participating agencies receive the monitoring data and are given an opportunity to review reports before they are submitted.

Previous Agreement

On September 21, 2015, the Lawndale City Council approved a Memorandum of Agreement (MOA) with the other participating agencies. The MOA established how the agencies would work together and share the costs of implementing the watershed management and monitoring programs. That agreement expired on June 30, 2023.

STAFF REVIEW

The proposed MOA (Attachment A) establishes an updated agreement for the participating agencies to continue working together and sharing the costs of required stormwater monitoring and watershed management activities. The new agreement reflects the current 2021 MS4 Permit and the updated WMP and CIMP.

Under the new MOA, the City of Los Angeles will continue serving as the DC WMG Lead Agency and will perform the required monitoring services. The South Bay Cities Council of Governments (SBCCOG) will provide contract administration and manage the cost-sharing process. The SBCCOG will continue to invoice and collect payments from participating agencies, manage contracts and consultants, assist with the MOA budget, and perform other administrative duties.

The agreement also allows the City of Los Angeles to prepare and submit required reports to the Regional Board on behalf of the participating agencies. Each agency, however, remains responsible for making sure it complies with the requirements of the MS4 Permit.

The new MOA becomes effective July 1, 2026, and has an initial three-year term ending June 30, 2029. The participating agencies may agree to extend the MOA for up to two additional one-year terms, which would allow the agreement to continue through June 30, 2031.

LEGAL REVIEW

The City Attorney reviewed and approved the Memorandum of Agreement.

FISCAL IMPACT

The costs of the monitoring and watershed programs are shared among the participating agencies based on the formulas included in the MOA. The fiscal impacts of the MOA for the City of Lawndale are summarized in the table below and will be funded from the Safe Clean Water local return funds (Measure W) account number 282-310-530.200 Professional Services.

	FY 2026-27	FY 2027-28	FY2028-29	3-Year Total
Dominguez Channel Watershed Management Area	\$25,960	\$25,271	\$33,713	\$84,944

	FY 2026- 27	FY 2027- 28	FY2028- 29	FY2029- 30	FY2030- 31	5-Year Total
Dominguez Channel Watershed Management Area	\$25,960	\$25,271	\$33,713	\$26,688 (if first extension is approved).	\$27,638 (if second extension is approved).	\$139,270

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize the City Manager to enter into a Memorandum of Agreement for the period of July 1, 2026 through June 30, 2029, between the cities of Los Angeles, Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, the Los Angeles County Flood Control District, the County of Los Angeles, and the South Bay Cities Council of Governments for a total of \$84,944 for Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) and the Dominguez Channel Watershed Management Area.

Attachments

[Attachment A - Memorandum of Agreement.pdf](#)

Attachment A

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF CARSON, THE CITY OF EL SEGUNDO, THE CITY OF HAWTHORNE, THE CITY OF INGLEWOOD, THE CITY OF LAWDALE, THE CITY OF LOMITA, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1st, 2026 by and between THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG), a California Joint Powers Authority, and THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF CARSON, a municipal corporation, THE CITY OF EL SEGUNDO, a municipal corporation, THE CITY OF HAWTHORNE, a municipal corporation, THE CITY OF INGLEWOOD, a municipal corporation, THE CITY OF LAWDALE, a municipal corporation, THE CITY OF LOMITA, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS the 2021 MS4 Permit became effective on September 11, 2021, and requires the COUNTY, LACFCD, and 85 cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES'

collective jurisdictional area in the Dominguez Channel Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and LACFCD and the COUNTY formed the Dominguez Channel Watershed Management Group (DC WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the DC WMG Lead Agency; and

WHEREAS, the WMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 29, 2021 and was approved by the Regional Board on October 15, 2025; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 18, 2016, and was approved by the Regional Board on July 1, 2016; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 11, 2023 and was approved by the Regional Board on June 12, 2026; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS as detailed in Exhibit A hereto, and pay the same to the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS and authorize the SBCCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2026 and shall remain in effect for three (3) years up to and including June 30, 2029. The MOA may be extended, through mutual agreement of the PARTIES, for up to two (2) additional one (1) year terms.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The PARTIES agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2D(i) of Exhibit B and WMP-RELATED TASKS in accordance with Tables 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2026, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

- a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.
- b. WMP-Related Tasks. The CITY and the SBCCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.
- c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time for the PARTIES to review the reports prepared prior to submission to the Regional Board. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board. Any comments received related to a PARTY's compliance determinations will be addressed or provided a response from the CITY prior to submittal to the Regional Board.
- d. Contract Administration. The SBCCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.
- e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SBCCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the DC WMG Lead Agency. Written notice will be provided to the PARTIES should contact information for the SBCCOG and/or the DC WMG Lead Agency change.

- f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a PARTY to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SBCCOG may enter into a separate, individual agreement with such individual NPDES permittee. The individual NPDES permittee will not become a PARTY to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTY'S proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment

- a. Invoicing. The SBCCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SBCCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SBCCOG's Contract Management Fee, for the fiscal year, as shown in Table 1 of Exhibit B. The first invoice will be issued in July 2026 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2026 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA.
 - i. CITY Invoicing. The SBCCOG shall invoice the CITY annually in amounts not exceeding the invoice amounts shown in Tables 3 and 4 of Exhibit B ("Annual Invoice"). The Annual Invoice will be issued by SBCCOG to the CITY in July of each calendar year for its proportional share of the estimated cost of WMP-RELATED TASKS, including SBCCOG's Contract Management Fee, for the fiscal year, as shown in Table 4 of Exhibit B. The first invoice will be issued in July 2026 or upon the execution of this Agreement, whichever is later. The CITY and SBCCOG hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2026 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY shall not be subject to Sections 8(c) or 8(d).
 - ii. CITY Reimbursement. The CITY and SBCCOG shall complete a reconciliation process consistent with the one outlined in Section 8(h) on an annual basis. Upon completion of the reconciliation, the CITY shall invoice SBCCOG for reimbursement due back to the CITY for that fiscal year. SBCCOG shall pay the CITY within sixty (60) days of receipt of the invoice

from the CITY. If the CITY has not remitted payment to SBCCOG for its Annual Invoice by the completion of the annual reconciliation, SBCCOG shall deduct the CITY's share for MONITORING SERVICES and the amount of the Annual Invoice from the CITY's reimbursement.

- b. Annual Payment. Each PARTY, excluding the CITY, shall pay the SBCCOG for their invoice within sixty (60) days of receipt of the invoice from the SBCCOG.
- c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SBCCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.
- d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SBCCOG shall result in the SBCCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.
- e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Table 1 of Exhibit B. Contingency funds will be held by SBCCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.
 - i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable, but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SBCCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS, consistent with Sections 8(f) and 9(c).

- ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency for a particular purpose or task, the DC WMG must come to a majority consensus, using the process defined in Section 9(c), as to whether use of the contingency for the purpose or task proposed is appropriate, as well as the process by which such purpose or task will be implemented. The SBCCOG shall reimburse the entity responsible for implementing the approved purpose or task with the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, consistent with Sections 8(f) and 9(c).
 - iii. Other Uses of Contingency. A PARTY or the PARTIES may utilize all or a portion of the MONITORING SERVICES Contingency and WMP-RELATED TASKS Contingency to pay for any penalties or fines assessed by the Regional Board. The PARTIES shall agree upon an approach to utilize these funds for this purpose.
- f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SBCCOG before shifting these funds.
- g. Contract Management Fee. The SBCCOG will receive a Contract Management Fee of \$50,000 per year for administration of this MOA by the SBCCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.
- h. Reconciliation of this MOA. The SBCCOG and CITY will provide the PARTIES with an annual accounting of expenditures for the prior fiscal year, generally consistent with the format shown in Exhibit E. The annual accounting is intended to provide transparency regarding funds received, expenditures incurred, and any remaining balances associated with the WMG activities. At the end of the MOA, SBCCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days of receipt of the necessary information from the CITY. Any unexpended funds held by SBCCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any

unexpended funds by the SBCCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

- a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation required by the MS4 Permit in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.
- b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES' FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours' advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.
- c. Consensus. The PARTIES agree that consensus in the DC WMG will be determined by a majority (50%) voting of the DC WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of DC WMG members. Any PARTY that does not respond to a vote within five (5) business days shall be considered to support the majority consensus.
- d. Participation. Each PARTY shall designate an individual to provide representation at the DC WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the DC WMG meetings and, if necessary, responds to email communication.
- e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program and the payment of a penalty or fine from the Regional Board. The DC WMG, led by the DC WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The DC WMG will determine which

activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SBCCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct. Each PARTY's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any PARTY from this Agreement, including as to the withdrawing PARTY, or expiration or termination of this MOA for any reason with respect to any Claims that occurred before the date of such withdrawal, expiration or termination.

Section 11. Termination

- a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SBCCOG and the Regional Board thirty (30) days written notice thereof. Upon receipt of the notice of withdrawal, the CITY shall inform all other PARTIES in writing of the pending withdrawal. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS, set forth in Exhibit B to this MOA, for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SBCCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SBCCOG's responsibilities under this MOA.
- b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.
- c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately

seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.
- b. Administration. For the purposes of this MOA, the PARTIES and SBCCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SBCCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.
- c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SBCCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.
- e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.

- f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.
- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.
- k. Successors. This MOA shall be binding upon and shall inure to the benefit of the successors of the respective PARTIES. No PARTY may assign any right or obligation hereunder without the written consent of a consensus of the other PARTIES, as determined pursuant to Section 9(c).
- l. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

CITY OF LOS ANGELES

Date: _____

By: _____
Steve S. Kang, President
Board of Public Works

ATTEST:

Patrice Lattimore
City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

COUNTY OF LOS ANGELES

By _____
Mark Pestrella, Director of Public Works

Date

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Mark Pestrella, Chief Engineer

Date

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By _____
Deputy

Date

CITY OF CARSON

By _____
David C. Roberts
City Manager

Date

ATTEST:

By _____
Dr. Khaleah K. Bradshaw
City Clerk

APPROVED AS TO FORM:

By _____
Sunny Soltani
City Attorney

Date

CITY OF EL SEGUNDO

By _____
Darrell George
City Manager

_____ Date

ATTEST:

By _____
Susan Truax
City Clerk

APPROVED AS TO FORM:

By _____
Mark D. Hensley
City Attorney

_____ Date

CITY OF HAWTHORNE

By _____
Vontray Norris
City Manager

Date

ATTEST:

By _____
Dayna Williams-Hunter
City Clerk

APPROVED AS TO FORM:

By _____
David Caceres
City Attorney

Date

CITY OF INGLEWOOD

By _____
James T. Butts, Jr.
Mayor

_____ Date

ATTEST:

By _____
Aisha L. Thompson
City Clerk

APPROVED AS TO FORM:

By _____
Rick R. Olivarez
City Attorney

_____ Date

CITY OF LAWNDALE

By _____
Lucho Rodriguez
Acting City Manager

Date

ATTEST:

By _____
Erica Harbison
City Clerk

APPROVED AS TO FORM:

By _____
Gregory Murphy
City Attorney

Date

CITY OF LOMITA

By _____ Date _____
Cindy Segawa
Mayor

ATTEST:

By _____
Kathleen Horn-Gregory
City Clerk

APPROVED AS TO FORM:

By _____ Date _____
Trevor Rusin
City Attorney

South Bay Cities Council of Governments

Date: _____

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

Counsel for the SBCCOG

EXHIBIT A

MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the DC WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

MONITORING SERVICES

This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the DC CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g., trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements set by the Regional Board.

The CITY is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS

This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the Parties' efforts in complying with the MS4 Permit. The DC WMG is required to complete the following activities as part of the DC Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Adaptive Management
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership
- Coordination with the PARTIES and the Regional Board for MS4 Permit renewal as related to CIMP and WMP implementation
- Potential penalties or fines imposed by the Regional Board for Permit Notices of Violations or similar violations

Contracts regarding WMP-RELATED TASKS will be administered by the SBCCOG utilizing a consultant(s) selected in coordination with the DC WMG, unless otherwise determined by the DC WMG. The lead agency of the DC WMG will provide subject-matter expertise and project management support to the SBCCOG and its consultant(s) for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the DC WMG
- Manage procurements, contracting, and contract administration for consultants and contractors, with the DC WMG Lead Agency providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES
- Pay invoices from the CITY, upon receipt of invoice, as established in section 8(a) of the MOA
- Manage the MOA budget in coordination with the DC WMG Lead Agency
- Facilitate the preparation of DC WMG administrative procedures by DC WMG and ensure compliance with these procedures
- Annual Reconciliation of WMP-related tasks under the MOA

The CONTRACT ADMINISTRATION tasks will be completed by SBCCOG.

Additional tasks may be identified in the process of complying with the MS4 Permit, at which point the DC WMG would determine the optimal approach to ensuring that the DC WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

EXHIBIT B
MOA Cost Estimate Tables

Table 1. CIMP/WMP Implementation Invoicing Schedule	24
Table 2. Distribution of Total CIMP Implementation Costs	24
Table 2A. Distribution of Universal CIMP Costs (Shared Items)	25
Table 2A(i). Universal CIMP Costs (Shared Items)	25
Table 2B. Distribution of Dominguez Channel Sub-Watershed Monitoring Costs	26
Table 2B(i). Dominguez Channel Sub-Watershed Monitoring Costs	26
Table 2C. Distribution of Machado Lake Watershed Monitoring Costs	27
Table 2C(i). Machado Lake Watershed Monitoring Costs	27
Table 2D. Distribution of LA Harbor Watershed Monitoring Costs	28
Table 2D(i). LA Harbor Watershed Monitoring Costs	28
Table 3. Distribution of Total WMP Implementation & CASQA Membership Costs	29
Table 3A. Distribution of WMP Implementation Costs	29
Table 3A(i). WMP Implementation Costs	30
Table 3B. Distribution of CASQA Membership Fees	30
Table 4. Distribution of SBCCOG Contract Management Fees	31

Table 1. CIMP/WMP Implementation Invoicing Schedule

Agency	July 2026	July 2027	July 2028	July 2029	July 2030	Total Invoiced (5 years)
Total Cost of DC MOA	\$1,482,221	\$1,430,023	\$1,700,895	\$1,516,330	\$1,527,673	\$7,657,142
LACFCD	\$77,476	\$69,592	\$88,206	\$73,661	\$79,395	\$388,330
City of Los Angeles	\$553,087	\$541,669	\$598,948	\$569,598	\$569,050	\$2,832,352
County of Los Angeles	\$211,241	\$203,133	\$250,681	\$216,566	\$217,984	\$1,099,605
City of Carson	\$324,875	\$312,368	\$387,648	\$333,051	\$335,611	\$1,693,553
City of El Segundo	\$25,809	\$25,123	\$33,518	\$26,533	\$27,477	\$138,460
City of Hawthorne	\$80,219	\$78,086	\$104,177	\$82,468	\$85,401	\$430,351
City of Inglewood	\$80,061	\$77,932	\$103,972	\$82,304	\$85,232	\$429,501
City of Lawndale	\$25,960	\$25,271	\$33,713	\$26,688	\$27,638	\$139,270
City of Lomita	\$103,493	\$96,849	\$100,032	\$105,461	\$99,885	\$505,720

Note:

Total Cost = Total CIMP (Table 2) + Total WMP & CASQA (Table 3) + SBCCOG Fee (Table 4)

Table 2. Distribution of Total CIMP Implementation Costs

Agency	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total Cost of DC WMA CIMP	\$915,306	\$846,320	\$1,106,061	\$910,059	\$909,648	\$4,687,394
LACFCD	\$51,502	\$43,209	\$61,407	\$46,437	\$51,738	\$254,293
City of Los Angeles	\$346,734	\$329,067	\$382,259	\$348,709	\$343,841	\$1,750,610
County of Los Angeles	\$128,674	\$118,067	\$163,979	\$128,183	\$127,873	\$666,776
City of Carson	\$196,339	\$179,941	\$252,675	\$195,462	\$195,332	\$1,019,749
City of El Segundo	\$12,382	\$11,289	\$19,418	\$12,159	\$12,822	\$68,070
City of Hawthorne	\$38,484	\$35,088	\$60,351	\$37,793	\$39,853	\$211,569
City of Inglewood	\$38,409	\$35,019	\$60,233	\$37,718	\$39,774	\$211,153
City of Lawndale	\$12,454	\$11,355	\$19,531	\$12,230	\$12,898	\$68,468
City of Lomita	\$90,328	\$83,285	\$86,208	\$91,368	\$85,517	\$436,706

Note:

Total Cost = Universal Costs (Shared Items) + Dominguez Channel Sub-Watershed Costs + Machado Lake Watershed Costs + LA Harbor Costs.

Table 2A. Distribution of Universal CIMP Costs (Shared Items)

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Universal Costs (shared)	50,444.88	100%	\$439,525	\$431,805	\$472,945	\$434,296	\$437,882	\$2,216,453
LACFCD ¹	--	--	\$21,976	\$21,590	\$23,647	\$21,715	\$21,894	\$110,822
City of Los Angeles	19,243.21	38.15%	\$159,282	\$156,485	\$171,394	\$157,387	\$158,687	\$803,235
County of Los Angeles	7,699.69	15.26%	\$63,733	\$62,613	\$68,579	\$62,975	\$63,495	\$321,395
City of Carson	11,986.38	23.76%	\$99,215	\$97,472	\$106,759	\$98,035	\$98,844	\$500,325
City of El Segundo	1,252.18	2.48%	\$10,365	\$10,183	\$11,153	\$10,241	\$10,326	\$52,268
City of Hawthorne	3,891.93	7.72%	\$32,215	\$31,649	\$34,664	\$31,832	\$32,094	\$162,454
City of Inglewood	3,884.28	7.70%	\$32,152	\$31,587	\$34,596	\$31,769	\$32,031	\$162,135
City of Lawndale	1,259.51	2.50%	\$10,425	\$10,242	\$11,218	\$10,301	\$10,387	\$52,573
City of Lomita	1,227.70	2.43%	\$10,162	\$9,984	\$10,935	\$10,041	\$10,124	\$51,246

¹ LACFCD is responsible for 5% of the Universal Costs, which is subtracted before distributing the cost among the other agencies.

Table 2A(i). Universal CIMP Costs (Shared Items)

CIMP Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor	\$ 80,000	\$ 80,000	\$ 90,000	\$ 80,000	\$ 80,000
Lab Analysis	\$ 182,170	\$ 156,513	\$ 159,896	\$ 156,513	\$ 159,896
Lab Data Handling Fee (15%)	\$ 27,326	\$ 23,477	\$ 23,984	\$ 23,477	\$ 23,984
Lab Analysis (TIEs)	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500	\$ 16,500
Contract Services	\$ 50,000	\$ 50,000	\$ 80,000	\$ 50,000	\$ 50,000
Equipment	\$ 8,000	\$ 25,000	\$ 8,000	\$ 15,000	\$ 8,000
Administrative Fee (5%)	\$ 18,200	\$ 17,574	\$ 18,919	\$ 17,074	\$ 16,919
Sub-Total	\$ 382,196	\$ 369,064	\$ 397,299	\$ 358,564	\$ 355,299
Annual Escalation (2%)	--	\$ 7,381	\$ 16,051	\$ 21,947	\$ 29,288
Contingency (15%)	\$ 57,329	\$ 55,360	\$ 59,595	\$ 53,785	\$ 53,295
Total	\$ 439,525	\$ 431,805	\$ 472,945	\$ 434,296	\$ 437,882

Table 2B. Distribution of Dominguez Channel Sub-Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Dominguez Channel Sub-Watershed Monitoring	33,785.82	100%	\$57,288	\$31,425	\$234,728	\$54,470	\$70,897	\$448,808
LACFCD ¹	--	--	\$2,864	\$1,571	\$11,736	\$2,724	\$3,545	\$22,440
City of Los Angeles	5,986.68	17.72%	\$9,644	\$5,290	\$39,513	\$9,169	\$11,934	\$75,550
County of Los Angeles	6,755.80	20.00%	\$10,883	\$5,970	\$44,589	\$10,347	\$13,468	\$85,257
City of Carson	10,755.44	31.83%	\$17,325	\$9,504	\$70,988	\$16,473	\$21,441	\$135,731
City of El Segundo	1,252.18	3.71%	\$2,017	\$1,106	\$8,265	\$1,918	\$2,496	\$15,802
City of Hawthorne	3,891.93	11.52%	\$6,269	\$3,439	\$25,687	\$5,961	\$7,759	\$49,115
City of Inglewood	3,884.28	11.50%	\$6,257	\$3,432	\$25,637	\$5,949	\$7,743	\$49,018
City of Lawndale	1,259.51	3.73%	\$2,029	\$1,113	\$8,313	\$1,929	\$2,511	\$15,895

¹ LACFCD is responsible for 5% of the Dominguez Channel Sub-Watershed Cost, which is subtracted before distributing the cost among the other agencies.

Table 2B(i). Dominguez Channel Sub-Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor	\$ 8,000	\$ 8,000	\$ 9,000	\$ 8,000	\$ 8,000
Lab Analysis	\$ 26,473	\$ 3,983	\$ 147,647	\$ 18,983	\$ 32,858
Lab Data Handling Fee (15%)	\$ 3,971	\$ 597	\$ 22,147	\$ 2,847	\$ 4,929
Lab Analysis (TIEs)	--	--	--	--	--
Contract Services	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Equipment	\$ 1,000	\$ 5,000	\$ 1,000	\$ 5,000	\$ 1,000
Administrative Fee (5%)	\$ 2,372	\$ 1,279	\$ 9,390	\$ 2,142	\$ 2,739
Sub-Total	\$ 49,816	\$ 26,859	\$ 197,184	\$ 44,972	\$ 57,526
Annual Escalation (2%)	--	\$ 537	\$ 7,966	\$ 2,753	\$ 4,742
Contingency (15%)	\$ 7,472	\$ 4,029	\$ 29,578	\$ 6,746	\$ 8,629
Total	\$ 57,288	\$ 31,425	\$ 234,728	\$ 54,470	\$ 70,897

Table 2C. Distribution of Machado Lake Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Machado Lake Watershed Monitoring ¹	5,228.39	100%	\$363,747	\$332,597	\$341,545	\$369,013	\$342,087	\$1,748,989
LACFCD ²	--	--	\$18,187	\$16,630	\$17,077	\$18,451	\$17,104	\$87,449
City of Los Angeles	1,998.43	38.22%	\$132,082	\$120,771	\$124,020	\$133,994	\$124,217	\$635,084
County of Los Angeles	809.66	15.49%	\$53,513	\$48,930	\$50,247	\$54,287	\$50,326	\$257,303
City of Carson	1,207.37	23.09%	\$79,799	\$72,965	\$74,928	\$80,954	\$75,047	\$383,693
City of Lomita	1,212.93	23.20%	\$80,166	\$73,301	\$75,273	\$81,327	\$75,393	\$385,460
Wilmington Drain Bed Sediment Monitoring (LACFCD) ³			\$6,040	\$940	\$6,426	\$982	\$6,585	\$20,973

¹ Machado Lake Watershed Monitoring includes: In-Lake monitoring for the Nutrients & Toxics TMDLs, Non-Stormwater Outfall Monitoring, Stormwater Outfall Monitoring in Project 510 and 77 drains, and Dry & Wet Weather monitoring in Wilmington Drain.

² LACFCD is responsible for 5% of Machado Lake Watershed Monitoring cost which is subtracted before distributing the cost among the other agencies.

³ LACFCD is responsible for 100% of Wilmington Drain Bed Sediment Monitoring.

Table 2C(i). Machado Lake Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor	\$ 71,200	\$ 71,200	\$ 80,100	\$ 71,200	\$ 71,200
Lab Analysis	\$ 181,774	\$ 143,073	\$ 149,698	\$ 164,310	\$ 149,698
Lab Data Handling Fee (15%)	\$ 27,266	\$ 21,461	\$ 22,455	\$ 24,647	\$ 22,455
Lab Analysis (TIEs)	--	--	--	--	--
Contract Services	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Equipment	\$ 6,000	\$ 20,000	\$ 6,000	\$ 15,000	\$ 6,000
Administrative Fee (5%)	\$ 15,062	\$ 13,537	\$ 13,663	\$ 14,508	\$ 13,218
Sub-Total	\$ 316,302	\$ 284,271	\$ 286,916	\$ 304,665	\$ 277,571
Annual Escalation (2%)	--	\$ 5,685	\$ 11,591	\$ 18,648	\$ 22,881
Contingency (15%)	\$ 47,445	\$ 42,641	\$ 43,037	\$ 45,700	\$ 41,636
Total	\$ 363,747	\$ 332,597	\$ 341,545	\$ 369,013	\$ 342,087

Table 2D. Distribution of LA Harbor Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
LA Harbor Monitoring	11,392.33	100%	\$48,706	\$49,553	\$50,417	\$51,298	\$52,197	\$252,171
LACFCD ¹	--	--	\$2,435	\$2,478	\$2,521	\$2,565	\$2,610	\$12,609
City of Los Angeles	11,258.10	98.82%	\$45,726	\$46,521	\$47,332	\$48,159	\$49,003	\$236,741
County of Los Angeles	134.23	1.18%	\$545	\$554	\$564	\$574	\$584	\$2,821

¹ LACFCD is responsible for 5% of the LA Harbor Cost, which is subtracted before distributing the cost among the other agencies.

Notes:

LA Harbor Monitoring includes the cost of monitoring the Main Ship Channel (HW-07).

Monitoring for the LA Harbor Bacteria TMDL at Cabrillo Beach (CB-01 and CB-02) is the sole responsibility of City of Los Angeles and is not included in the cost sharing.

Monitoring for the Greater Harbors portion of the Dominguez Channel Toxics TMDL is funded under a separate MOA.

The cities of Carson (23.57 ac) and Lomita (14.77 ac) have small portions of land within the LA Harbor sub-watershed; but are not included in the cost sharing.

Table 2D(i). LA Harbor Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Lab Analysis	\$ 26,379	\$ 26,379	\$ 26,379	\$ 26,379	\$ 26,379
Lab Data Handling Fee (15%)	\$ 3,957	\$ 3,957	\$ 3,957	\$ 3,957	\$ 3,957
Lab Analysis (TIEs)	--	--	--	--	--
Contract Services	--	--	--	--	--
Equipment	--	--	--	--	--
Administrative Fee (5%)	\$ 2,017	\$ 2,017	\$ 2,017	\$ 2,017	\$ 2,017
Sub-Total	\$ 42,353	\$ 42,353	\$ 42,353	\$ 42,353	\$ 42,353
Annual Escalation (2%)	--	\$ 847	\$ 1,711	\$ 2,592	\$ 3,491
Contingency (15%)	\$ 6,353	\$ 6,353	\$ 6,353	\$ 6,353	\$ 6,353
Total	\$ 48,706	\$ 49,553	\$ 50,417	\$ 51,298	\$ 52,197

Table 3. Distribution of Total WMP Implementation & CASQA Membership Costs

Agency	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total WMP & CASQA ¹	\$516,915	\$533,703	\$544,834	\$556,271	\$568,025	\$2,719,748
LACFCD ²	\$23,474	\$23,883	\$24,299	\$24,724	\$25,157	\$121,537
City of Los Angeles	\$188,233	\$194,482	\$198,569	\$202,769	\$207,089	\$991,142
County of Los Angeles	\$75,317	\$77,816	\$79,452	\$81,133	\$82,861	\$396,579
City of Carson	\$117,249	\$121,140	\$123,686	\$126,302	\$128,992	\$617,369
City of El Segundo	\$12,248	\$12,655	\$12,921	\$13,195	\$13,476	\$64,495
City of Hawthorne	\$38,070	\$39,333	\$40,161	\$41,010	\$41,883	\$200,457
City of Inglewood	\$37,995	\$39,256	\$40,082	\$40,929	\$41,801	\$200,063
City of Lawndale	\$12,320	\$12,730	\$12,996	\$13,272	\$13,554	\$64,872
City of Lomita	\$12,009	\$12,408	\$12,668	\$12,937	\$13,212	\$63,234

¹ Total Cost = WMP Implementation (Table 3A) + CASQA Membership Fees (Table 3B)

² LACFCD is responsible for 5% of WMP Implementation Costs (including Program Management, Annual Escalation, and Contingency), which is subtracted before distributing the cost among the other agencies.

Table 3A. Distribution of WMP Implementation Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total WMP Costs	50,444.88	100%	\$469,488	\$477,653	\$485,981	\$494,476	\$503,140	\$2,430,738
LACFCD ¹	--	--	\$23,474	\$23,883	\$24,299	\$24,724	\$25,157	\$121,537
City of Los Angeles	19,243.21	38.15%	\$170,141	\$173,100	\$176,118	\$179,196	\$182,337	\$880,892
County of Los Angeles	7,699.69	15.26%	\$68,078	\$69,261	\$70,469	\$71,701	\$72,957	\$352,466
City of Carson	11,986.38	23.76%	\$105,979	\$107,822	\$109,702	\$111,619	\$113,575	\$548,697
City of El Segundo	1,252.18	2.48%	\$11,071	\$11,264	\$11,460	\$11,661	\$11,865	\$57,321
City of Hawthorne	3,891.93	7.72%	\$34,411	\$35,009	\$35,620	\$36,242	\$36,877	\$178,159
City of Inglewood	3,884.28	7.70%	\$34,343	\$34,940	\$35,550	\$36,171	\$36,805	\$177,809
City of Lawndale	1,259.51	2.50%	\$11,136	\$11,330	\$11,527	\$11,729	\$11,934	\$57,656
City of Lomita	1,227.70	2.43%	\$10,855	\$11,044	\$11,236	\$11,433	\$11,633	\$56,201

¹ LACFCD is responsible for 5% of WMP Implementation Costs (including Program Management, Annual Escalation, and Contingency), which is subtracted before distributing the cost among the other agencies.

Table 3A(i). WMP Implementation Costs

WMP Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Semi-Annual Report (June)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 200,000
Annual Reporting Package ¹ (December)	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 400,000
WMP Revision/RAA/Adaptive Management	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 300,000
Special Studies/Regulatory Support	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 875,000
Program Management (15%)	\$ 53,250	\$ 53,250	\$ 53,250	\$ 53,250	\$ 53,250	\$ 266,250
Sub-Total	\$ 408,250	\$ 408,250	\$ 408,250	\$ 408,250	\$ 408,250	\$ 2,041,250
Annual Escalation (2%)	--	\$ 8,165	\$ 16,493	\$ 24,988	\$ 33,653	\$ 83,299
Contingency (15%)	\$ 61,238	\$ 61,238	\$ 61,238	\$ 61,238	\$ 61,238	\$ 306,188
Total	\$ 469,488	\$ 477,653	\$ 485,981	\$ 494,476	\$ 503,140	\$ 2,430,738

¹ Annual Reporting Package includes semi-annual WMP Progress Report.

Table 3B. Distribution of CASQA Membership Fees

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total CASQA Fees¹	50,444.88	100%	\$47,427	\$56,050	\$58,853	\$61,795	\$64,885	\$289,010
LACFCD ²	--	--	--	--	--	--	--	--
City of Los Angeles	19,243.21	38.15%	\$18,092	\$21,382	\$22,451	\$23,573	\$24,752	\$110,250
County of Los Angeles	7,699.69	15.26%	\$7,239	\$8,555	\$8,983	\$9,432	\$9,904	\$44,113
City of Carson	11,986.38	23.76%	\$11,270	\$13,318	\$13,984	\$14,683	\$15,417	\$68,672
City of El Segundo	1,252.18	2.48%	\$1,177	\$1,391	\$1,461	\$1,534	\$1,611	\$7,174
City of Hawthorne	3,891.93	7.72%	\$3,659	\$4,324	\$4,541	\$4,768	\$5,006	\$22,298
City of Inglewood	3,884.28	7.70%	\$3,652	\$4,316	\$4,532	\$4,758	\$4,996	\$22,254
City of Lawndale	1,259.51	2.50%	\$1,184	\$1,400	\$1,469	\$1,543	\$1,620	\$7,216
City of Lomita	1,227.70	2.43%	\$1,154	\$1,364	\$1,432	\$1,504	\$1,579	\$7,033

¹ Assumes 5% annual escalation after FY 27-28.

² LACFCD retains its own separate CASQA membership.

Table 4. Distribution of SBCCOG Contract Management Fees

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total SBCCOG Fees	50,444.88	100%	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
LACFCD ¹	--	--	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$12,500
City of Los Angeles	19,243.21	38.15%	\$18,120	\$18,120	\$18,120	\$18,120	\$18,120	\$90,600
County of Los Angeles	7,699.69	15.26%	\$7,250	\$7,250	\$7,250	\$7,250	\$7,250	\$36,250
City of Carson	11,986.38	23.76%	\$11,287	\$11,287	\$11,287	\$11,287	\$11,287	\$56,435
City of El Segundo	1,252.18	2.48%	\$1,179	\$1,179	\$1,179	\$1,179	\$1,179	\$5,895
City of Hawthorne	3,891.93	7.72%	\$3,665	\$3,665	\$3,665	\$3,665	\$3,665	\$18,325
City of Inglewood	3,884.28	7.70%	\$3,657	\$3,657	\$3,657	\$3,657	\$3,657	\$18,285
City of Lawndale	1,259.51	2.50%	\$1,186	\$1,186	\$1,186	\$1,186	\$1,186	\$5,930
City of Lomita	1,227.70	2.43%	\$1,156	\$1,156	\$1,156	\$1,156	\$1,156	\$5,780

¹ LACFCD is responsible for 5% of the Total SBCCOG Fee, which is subtracted before distributing the cost among the other agencies.

EXHIBIT C
Dominguez Channel WMP/CIMP Responsible Agencies Representatives and
SBCCOG Contact

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Taraneh Nik-Khah E-mail: Taraneh.Nik-Khah@lacity.org Phone: (213) 393-1645
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Hannah Dewey E-mail: hdewey@pw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1 st Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Jalaine Verdiner E-mail: jquintr@pw.lacounty.gov Phone: (626) 300-4666
City of Carson Office of the City Manager 701 E. Carson Street Carson, CA 90749	David C. Roberts, City Manager E-mail: droberts@carsonca.gov Phone: (310) 952-1730 Roland Jen E-mail: rjen@carsonca.gov Phone: (310) 952-1700 ext. 1814
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	Cheryl Ebert, City Engineer E-mail: cebert@elsegundo.org Phone: (310) 524-2321
City of Hawthorne 4455 West 126 th Street Hawthorne, CA 90250-4482	David Esfandi E-mail: mesfandi@cityofhawthorne.org Phone: (310) 349-2980 Akbar Farokhi, Public Works Director E-mail: afarokhi@cityofhawthorne.org Phone: (310) 349-2985

City of Inglewood 1 W. Manchester Blvd., 3rd Floor Inglewood, CA 90301-1750	Tony Olmos E-mail: tolmosl@cityofinglewood.org Phone: (310) 412-5333 Anna Groehnert E-mail: agroehnert@cityofinglewood.org Phone: (310) 412-5333
City of Lawndale Office of the City Manager 14717 Burin Avenue Lawndale, CA 90260	Raylette Felton E-mail: rfelton@lawndale.ca.gov Phone: (310) 371-3202 Fax: (310) 371-8877
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	Andrew Vialpando, City Manager E-mail: a.vialpando@lomitacity.com Phone: (310) 325-7110 ext. 115 Fax: (310) 325-4024
South Bay Cities Council of Governments 357 Van Ness Way, Suite 110 Torrance, CA 90501	Jacki Bacharach, Executive Director E-mail: jacki@southbaycities.org Phone: (310) 371-7222

EXHIBIT D **Dominguez Channel Watershed Management Area Group**

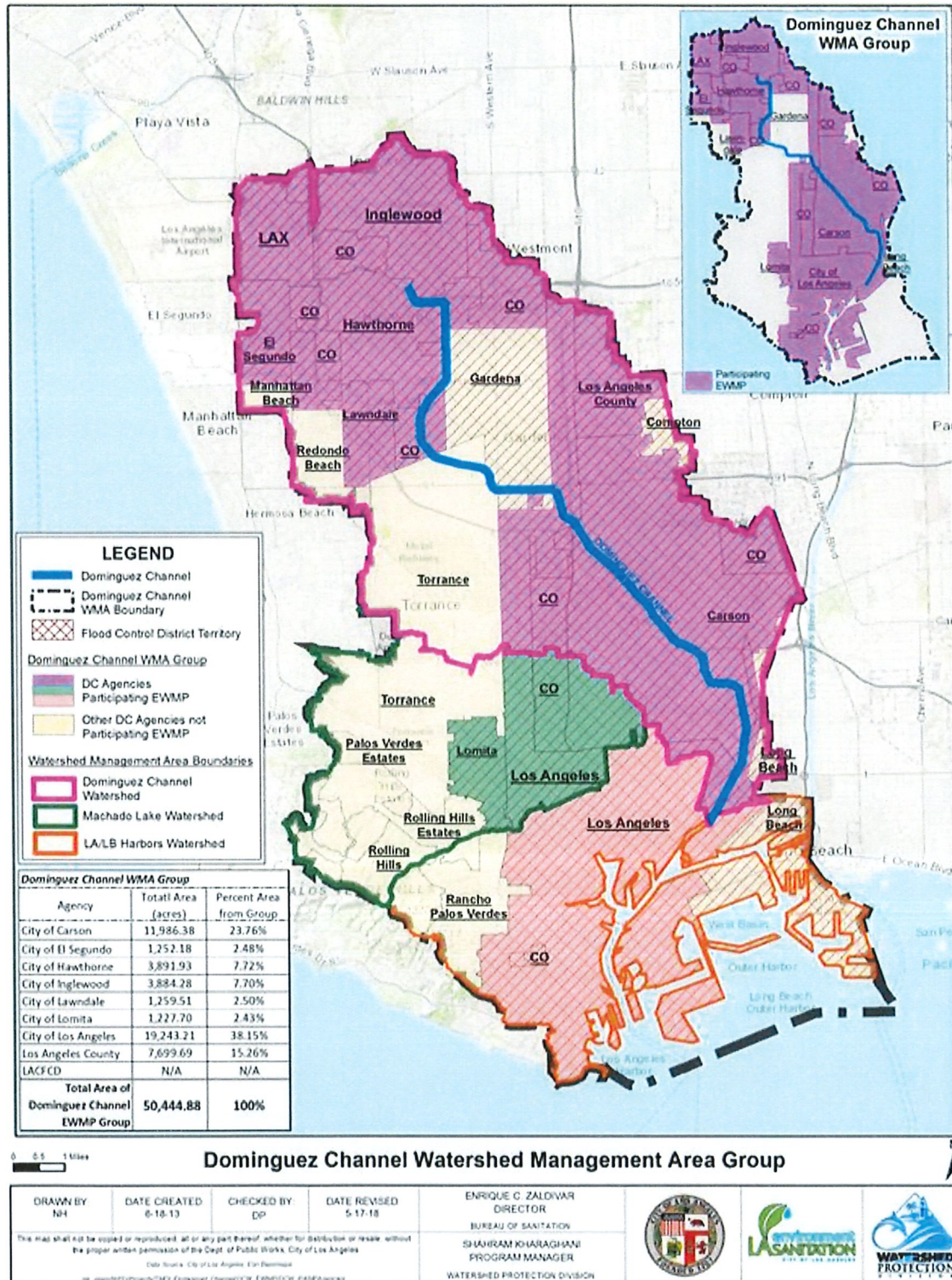


EXHIBIT E
Reconciliation Template

[the line items shown in this Exhibit are placeholders and are subject to change]

CIMP & WMP RECONCILIATION

MONITORING SERVICES	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	Total
Budget (MOA)	\$					
Actual	\$					
Balance	\$					

WMP-RELATED TASKS	Budget (MOA)	Actual (To Date)	Balance
Semi-Annual Progress Report	\$		
Annual Reporting Package	\$		
WMP Revision/RAA/Adaptive Management	\$		
Report of Waste Discharge (ROWD)	\$		
Special Studies/Projects	\$		
Total	\$		

IIP CONTRACTS

NPDES Permittee	Contract Amount	Balance
	\$	



CITY OF LAWNDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Lucho Rodriguez, Acting City Manager
SUBJECT: **Human Resources Interim Services**

BACKGROUND

The Administrative Services Department is responsible for oversight of the City's Human Resources, Risk Management, labor relations, recruitment, employee development, and personnel administration functions. These responsibilities are essential to maintaining continuity of City operations, supporting employees, ensuring compliance with applicable employment laws, and advancing organizational priorities. The department currently oversees the City's human resources functions as part of its administrative responsibilities.

With the retirement of the Deputy City Manager/Human Resources Director effective June 25, 2026, the City requires experienced support in human resources services on a part-time basis to ensure continuity of operations.

STAFF REVIEW

As the City awaits the selection of the City Manager and the initiation of the recruitment process for the Director of Finance/City Treasurer, Community Development Director and Human Resources Director positions, it is imperative that the City seek temporary professional consulting services to provide guidance regarding human resources and personnel administration functions.

City staff solicited informal quotes from human resources consulting firms to request proposals for consulting services. Two candidates from two firms were interviewed.

Staff recommends retaining MV Cheng & Associates, a municipal consulting firm with extensive experience providing executive-level services in the areas of finance, human resources and risk management, and purchasing.

The consultant will perform duties including, but not limited to:

- Providing executive oversight of the Human Resources functions and responsibilities;
- Advising the City Manager and executive management on personnel matters;
- Supervising recruitment and selection activities;
- Reviewing and updating personnel policies and procedures;
- Preparation of documents for the Annual Open Enrollment event regarding employee benefits;
- Assisting in the preparation of Request for Proposals (RFP), contracting with executive search companies.

The proposed agreement provides the City with immediate access to experienced executive-level human resources leadership while maintaining operational continuity and minimizing disruption to employee services. The consultant will work closely with City management to ensure ongoing projects and personnel matters continue without interruption.

The hourly rate of the consultant will be \$150.00, part-time as needed. Any changes in hours or duration can be adjusted to reflect the needs of the City and will be discussed and approved in writing by the City prior to implementation. The term of the agreement is until December 31, 2026.

LEGAL REVIEW

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

FISCAL IMPACT

There will be no impact to the General Fund, therefore, no appropriation is needed. Salary savings related to the vacancy of the Deputy City Manager/Human Resources Director position will cover the anticipated contract costs in the current fiscal year.

RECOMMENDATION

Staff recommend that the City Council:

Approve the Professional Services Agreement with MV Cheng & Associates for professional human resources consulting services in the amount of \$49,500.

Attachments

[PSA - MV Cheng Associates HR 8-11-2026-3.pdf](#)

ATTACHMENT A

CITY OF LAWDALE

CONTRACT SERVICES AGREEMENT FOR

PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR

HUMAN RESOURCES CONSULTING SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 17th day of August, 2026, by and between the City of Lawndale, a municipal corporation (“City”), and MV Cheng & Associates, a California corporation (“Consultant”).

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the “Schedule of Compensation” attached as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of forty-nine thousand and five hundred dollars (\$49,500) (“Contract Sum”).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant will be paid generally within 30 days, and no later the 45 days from the submission of an invoice in an approved form.

2.3 Invoicing. Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit C. Except as to any

charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an

additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

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

(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 and \$2,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services under this Agreement 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, except professional liability insurance, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

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

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

Consultant must furnish proof of insurance required under this section before commencement of any work.

4.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant agrees to indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

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

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on August 17, 2026, and continue in full force and effect until December 31, 2026.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction. Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the

percentage of work completed as of the date of termination.

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement. Notice will be deemed effective three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. Any party may change its notice information by giving notice to the other party in compliance with this section.

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

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the

parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

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

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

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

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

6.11 Project Documents. All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement. Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

6.12 Confidentiality of Project Documents. All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, except as may be required by law. Consultant, its officers, employees, or agents, may not, without prior written authorization from the Contract Officer 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 Consultant gives City notice of such court order or subpoena. If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct. Consultant must promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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.

6.13 Audit and Review. Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement. Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement. Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

6.14 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.

6.15 Venue. In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[SIGNATURES NEXT PAGE]

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

CITY:
City of Lawndale,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONSULTANT:
MV Cheng & Associates

By: _____
Name: Misty V Cheng
Title: President & CEO

Address: 102 W. 24th Street
Upland, CA 91784

[END OF SIGNATURES]

EXHIBIT “A”
SCOPE OF SERVICES

Consultant will provide professional temporary human resources functions, which will include, but are not limited to:

- providing executive oversight of the City’s HR functions and responsibilities,
- advising the City Manager and executive management on personnel matters;
- recruiting, hiring, benefits, employee relations, training performance management,
- ensure adherence to civil service laws, merit systems, including maintaining eligible registers and managing hiring processes,
- develop and implement strategies to address staffing needs and align workforce capacity with City goals,
- coordinate job postings, application screening, interviews, onboarding, including benefit enrollment.
- reviewing and updating personnel policies and procedures,
- Any changes in personnel recommended by the Consultant must be approved by the City Manager.
- Further responsibilities may include: leadership development, mentor, create request for proposals for the recruitment of the City’s director position vacancies,
- and other services as directed and needed by the City.

EXHIBIT “B”

SPECIAL REQUIREMENTS

“Hiring of Consultant’s associates and/or subcontractors

City agrees that each of Consultant’s associates and/or sub-contractors that perform work for City under this Agreement will only be able to obtain a direct contract or professional services agreement with the City after two years have elapsed following the expiration of this Agreement. In the alternative, should the City hire one of Contractor’s associates or sub-contractors that perform work under this Agreement as aa full-time, permanent, fully-benefitted employee before the two-year period has elapsed, City agrees to first perform a recruitment AND not to consider the associate and/or sub-contractor until that person has billed 960 hours to the City under this Agreement. City further agrees that if it hires one of Consultant’s associates and/or sub-contractors as a part-time, non-benefited employee it will do so only after the associate and/or sub-contractor has billed 960 hours to the City under this Agreement and the City has paid to Consultant a fee of 5% of the associate and/or subcontractor’s annualized wages based on the hourly rate charged. If, prior to the expiration of the two-year period mentioned above City employs one or more of Consultant’s associates and/or sub-contractors that perform work under this Agreement through another temporary service or staffing agency, City agrees to pay to Consultant a fee of 10% of the associate and/or subcontractor’s annualized wages based on the hourly rate charged.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

Consultant shall provide professional temporary accounting services on an as needed basis, expected to start at around 20 hours per week. Consultant shall bill the City at a rate of \$150 per hour for all services related to this Agreement and as identified in the Exhibit A – Scope of Services.



CITY OF LAWDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: David Toledo , Accounting Manager
SUBJECT: **American Rescue Plan Act Funds Use Update and Reallocation**

BACKGROUND

The City of Lawndale was allocated a total of \$7,748,138 from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan Act (ARPA) to support the City's response to and recovery from the COVID-19 public health emergency.

The purpose of these funds is to provide state, local, and tribal governments with resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

The Final Rule offers a standard allowance for revenue loss of up to \$10 million, not to exceed a recipients SLFRF award amount, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount for government services. The City of Lawndale elected to take the standard allowance for the entire \$7,748,138 that was allocated to the City. Taking the standard allowance reduced the time and energy needed to calculate the actual revenue loss and broadened what the City can spend the funds on. As such the City is allowed to spend the entire amount allocated, \$7,748,138, on government services.

ARPA costs must be obligated/appropriated by December 31, 2024, and must be liquidated/expended spent by December 31, 2026.

STAFF REVIEW

This report is being prepared to provide an update of the expenditures made As of June 30, 2026, and to request approval to reallocate remaining ARPA funds to projects that will use the ARPA funds by December 31, 2026.

Over the last several years, total ARPA expended funds as of June 30, 2026, amount to \$7,481,675, leaving a remaining balance of \$266,462 as shown in the table below:

City of Lawndale			
ARPA (American Rescue Plan Act) Fund			
Total Actuals, Estimated Budget and Remaining Balance			
Row Labels	Revised Budget	Total Actuals	ARPA balance remaining
285 American Rescue Plan			
ARPA Rebate Program	100,000	12,750	87,250
Buy Local Rebate Program		12,750	87,250
ARPA Reimbursements/Transfers	216,211	216,211	-
COVID 19 COBRA		5,642	
ARPA Reimbursement - General Operations		153,000	
Operating Transfers Out - Grounds Maintenance		57,568	
City Hall Improvements (Facility, Roof, renovation)	3,920,415	3,920,415	-
PW/City Hall roof Repair		737,028	
Upgrade Council Chamber		163,633	
IT Infrastructure Upgrades		29,623	
PWD/City Hall Facility needs		2,990,131	
Community Center Improvements	137,446	137,446	-
Community Center Deep Cleaning		11,575	
Community Center Auto Doors		24,112	
CC HVAC Assessment		53,000	
CC Appliances		15,303	
HVAC Repairs Community Center		33,456	
Park Improvements	1,438,377	1,438,377	-
Parking Lot Rehab		607,244	
Parks Irrigation		806,148	
Hopper Park Shade Equipment		24,985	
ARPA Youth Teen Center			
PW Security Improvements	175,283	175,283	-
Public Works Security Improvements		175,283	
Street/Sidewalk Improvements	380,707	201,495	179,202
CSD Angel Tree		3,000	
Tree Replacement in medians		102,095	
Traffic Signal Sync Projects		96,400	
Hawthorne Blvd Street Improvements		-	179,202
Vehicles	490,675	490,675	-
Vehicles for City General		33,737	
Vehicles for Municipal Services		153,040	
Vehicles for Public Works		262,296	
Vehicles for CDD		33,364	
Vehicles Security Lights		8,239	
Public Safety (PS)	889,024	889,024	-
PS Radar Trailers		24,724	
Sheriff Dept Facility Improvements		225,564	
Southwest Patrol		389,325	
License Plate Readers		249,412	
285 American Rescue Plan Total	7,748,137	7,481,675	266,452

In September 2024, City staff chose to dedicate/appropriate \$100,000 of ARPA funds to the Buy Local Rebate Program, a program where residents and/or contractors who shop at Lawndale supply stores will receive a rebate in \$50 increments up to \$500. To date, total expended in this program amounts to \$12,750.

Although the rebate program submission form listed a deadline of June 30, 2025, the program was never formally closed, and the related advertisement on the City's website, which did not include a deadline, was not removed. Reimbursement requests submitted after the June 30, 2025 deadline continued to be accepted and approved. Submission form and all advertisement will be updated with the new deadline of December 31st 2026.

The Hawthorne Boulevard Street Improvement Project, although is underway, may not be able to exhaust the remaining \$179,202 of ARPA funds prior to December 31, 2026 – the Department of Treasury (DOT) ARPA deadline of expending all these funds.

Staff is recommending that \$80,000 be transferred from the Buy Local Rebate Program, leaving \$7,250 in the program for the remainder of the 2026 calendar year; and \$179,202 from the Street Improvements Category to the Park Improvements Category to be allocated for the Youth Teen/Development Center Project, a total of \$259,202 (shown in the table below).

It is anticipated that the \$7,250 funds in the Buy Local Rebate Program and the transferred \$259,202 to the Youth Teen/Development Center Project will be expend by December 31, 2026.

Proposed Reallocation

<u>Row Labels</u>	<u>Revised Budget</u>	<u>Total Actuals</u>	<u>ARPA balance remaining</u>	<u>Proposed Reallocation</u>	<u>Revised budget</u>
285 American Rescue Plan					
ARPA Rebate Program	100,000	12,750	87,250	(80,000)	7,250
Buy Local Rebate Program (285-190-545.204)		12,750	87,250	(80,000)	7,250
Park Improvements	1,438,377	1,438,377	-	259,202	259,202
Parking Lot Rehab		607,244			
Parks Irrigation		806,148			
Hopper Park Shade Equipment		24,985			
ARPA Youth Teen Center (285-510-580.212)		-		259,202	259,202
Street/Sidewalk Improvements	380,707	201,495	179,202	(179,202)	-
CSD Angel Tree		3,000			
Tree Replacement in medians		102,095			
Traffic Signal Sync Projects		96,400			
Hawthorne Blvd Street Impr (285-310-700.305)		-	179,202	(179,202)	-
285 Proposed ARPA reallocation	1,919,084	1,652,622	266,452	-	266,452

ENVIRONMENTAL ASSESSMENT

City staff has determined, in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, that the American Rescue Plan Act Funds Use Update is not subject to CEQA review because it can be seen with certainty that there is no possibility that the American Rescue Plan Act Funds Use Update may have a significant effect on the environment as this matter is as administrative action.

LEGAL REVIEW

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

FISCAL IMPACT

A budget amendment to transfer \$80,000 from 285-190-545.204 ARPA Rebate Program and \$179,202 from 285-310-700.305 Hawthorne Boulevard Street Improvements to 285-510-700.287 totaling \$259,202, Youth Teen/Development Center project will be completed.

There is no impact on General Fund.

RECOMMENDATION

Staff recommends the reallocation of \$80,000 from the Buy Local Program and \$179,202 from the Hawthorne Boulevard Street Improvement Project to the Youth Teen/Development Center Project for a total of \$259,202 to be expended by December 31, 2026. This reallocation would leave a remaining balance of \$7,250 for the Buy Local Program, which would be available through December 31st 2026, or until funds are depleted, whichever occurs first.



CITY OF LAWNDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Michael Reyes, Municipal Services Director
SUBJECT: **Contract for Kenneling and Animal Care Services**

BACKGROUND

The contract between the City of Lawndale and the Society for the Prevention of Cruelty to Animals, (SPCA) for animal kenneling and sheltering has been in place for more than two decades resulting in a mutually beneficial partnership for both parties. The SPCA has provided the City with after hours care and kenneling for stray dogs and cats, as well as temporary kenneling for pets that are lost or otherwise separated from their owners. SPCA also handles the intake and disposal of all deceased animals found in the City of Lawndale.

In spite of the City's long history with SPCA, SPCA continues to raise their contract rates, while simultaneously denying additional services to the City of Lawndale. For this reason, the City has sought other options for animal care and sheltering services. While there are a limited number of organizations that provide kenneling services in the South Bay, City Staff has been in discussions with a smaller, local non-profit animal kenneling provider. Lovejoy Foundation, which is located in Inglewood, is a smaller, non-profit animal shelter that specializes in no-kill housing for animals. The Lovejoy Foundation currently provides kenneling services to other local municipalities.

STAFF REVIEW

Staff were notified in June 2026 that SPCA intended to increase their monthly kenneling and animal care services fees for the 2026-2027 fiscal year, which would be the fifth increase in five years. SPCA has advised the City that due to raising costs for animal care they intend to increase their fees to \$17,400 per month for fiscal year 2026-2027. Again, SPCA has declined to increase service levels for the City in spite of this rising cost. The current contract with SPCA is set to expire on August 31st, 2026.

As a result of this increase, Staff has been negotiating with Erin Lovejoy, President of the Lovejoy Foundation, who is willing to take on the City of Lawndale as a new client. Mrs. Lovejoy has agreed to charge the City \$14,000 per month for 50 live animal intakes per month, with an additional rate of \$1.75 per pound for any deceased animals that the City deposits at their facility. City Staff anticipates this will result in an additional monthly cost of approximately \$200 to \$300, which is equivalent to the cost for the current monthly contract with SPCA.

Due to the fact that Lovejoy is a smaller organization than SPCA, City Staff will have to make certain changes should the City choose to go with Lovejoy Foundation rather than SPCA. Lovejoy Foundation has adoption services every weekend, so they do not allow their partner agencies to bring deceased animals into their facility on Saturdays and Sundays. As a result, the City will need to purchase a commercial freezer which will be kept at the Municipal Services Department patio, and any deceased animals that are recovered on the weekend will be kept in that freezer until they can be taken to Lovejoy Foundation on the following Monday.

Lovejoy Foundation also has some additional fees for animal surrenders, kenneling of hoarder animals, and for aggressive animals; these fees are listed in the attached contract, and are in line with the rates that are currently charged by SPCA.

LEGAL REVIEW

The City Attorney has reviewed this Staff Report and approves it as to form.

FISCAL IMPACT

The City has two options available to choose. Should the City renew the existing contract with SPCA, additional costs for this contract will be an increase of \$3,000 per month, for a total of \$17,400 with additional funds put aside as contingency funds. The estimated annual cost \$235,000. The additional cost calculations for this increased monthly rate will need to be adjusted for the 2026-2027 budget.

Should the City partner with Lovejoy Foundation, the monthly costs will be \$14,000 per month with an additional estimated cost of \$300 per month to cover the disposal costs for deceased animals. Additionally the first year, City Staff will need to purchase a commercial freezer, estimated at \$2,000, to hold any deceased animals recovered by Animal Control Officers on the weekends. The estimated annual cost for FY 2026-2027 is \$190,000, including contingency. There are sufficient funds in the 2026-2027 budget to cover this cost.

RECOMMENDATION

Staff recommends that the City Council approve the contract with Lovejoy Foundation for Kenneling and Animal Care Services for the City of Lawndale.

Attachments

[Animal Kenneling Contract with Love Joy Foundation Final Draft 1.pdf](#)

[SPCA Animal Control Contract 2026 through 2027.pdf](#)

ATTACHMENT A

CITY OF LAWNDAL

CONTRACT SERVICES AGREEMENT FOR

ANIMAL SHELTERING SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 1st day of September, 2026, by and between the City of Lawndale, a municipal corporation (“City”), and Lovejoy Foundation, a non-profit, animal shelter (“Consultant”).

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the “Schedule of Compensation” attached as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of \$14,000 per month, with an additional \$300 per month for deceased animal disposal (“Contract Sum”).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant will be paid by the 20th of every month for the duration of this contract.

2.3 Invoicing. Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit C. Except as to any

charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an

additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of \$1,000,000.00 insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services under this Agreement 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, except professional liability insurance, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

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

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

Consultant must furnish proof of insurance required under this section before commencement of any work.

4.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant agrees to indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

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

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on September 1st, 2026 and continue in full force and effect until August 31st, 2027.

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

of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement. Notice will be deemed effective three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. Any party may change its notice information by giving notice to the other party in compliance with this section.

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

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the

parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

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

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

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

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

6.11 Project Documents. All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement. Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

6.12 Confidentiality of Project Documents. All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, except as may be required by law. Consultant, its officers, employees, or agents, may not, without prior written authorization from the Contract Officer 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 Consultant gives City notice of such court order or subpoena. If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct. Consultant must promptly notify City should Consultant, 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 Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. 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.

6.13 Audit and Review. Consultant must maintain all documents and records demonstrating or relating to Consultant’s performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement. Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant’s address indicated for receipt of notices in this Agreement. Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant’s business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant’s expense. Access to

such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

6.14 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.

6.15 Venue. In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[SIGNATURES NEXT PAGE]

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

CITY:
City of Lawndale,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONSULTANT:
Lovejoy Foundation

By Erin Lovejoy

President, Lovejoy Foundation

1121 W. Hillcrest Blvd. Inglewood, CA
90301

[END OF SIGNATURES]

EXHIBIT “A”

SCOPE OF SERVICES

The Lovejoy Foundation, a nonprofit animal shelter and kenneling facility will provide the following services to the City of Lawndale including kenneling and shelter services for all animals found within the City of Lawndale with the following parameters:

- 50 live animals maximum per month, with a \$150 penalty paid by the City to Lovejoy Foundation per animal above the 50 live animal threshold. Lovejoy Foundation will take all animals delivered to them by City of Lawndale staff including domestic animals, reptiles, birds, and mammals.
- The City will pay \$1.75 per pound for deceased animals delivered to Lovejoy Foundation, with no deceased animals to be delivered on Saturdays or Sundays.
- The City will pay \$18 per day to Lovejoy Foundation for Rabies/Bite holds, Animal Cruelty Case holds, Hoarding Case holds, but the City will make every effort to charge these costs to the owner of the animal.
- Lovejoy Foundation will charge a \$150 surrender fee to domestic animal owners that surrender their animals to Lovejoy Foundation, and City of Lawndale Animal Control Staff will collect a \$150 surrender fee on behalf of Lovejoy Foundation to any animals that are surrendered to City Staff.
- Lovejoy Foundation will have a staff member available 24 hour a day, 7 days a week to give Lawndale Animal Control Officers access to the Lovejoy Foundation shelters for afterhours delivery of animals.
- Lawndale City Staff will not deliver injured animals to Lovejoy Foundation. All injured animals will be taken to an established veterinary hospital or doctor for care prior to being taken to Lovejoy Foundation.
- City of Lawndale will pay Lovejoy Foundation \$14,000 per month in addition to the \$1.75 per pound for deceased animals each month by the 20th of every month.
- City of Lawndale will pay Lovejoy Foundation \$300 for euthanizing services for any animal brought to Lovejoy Foundation that needs to be euthanized.

ATTACHMENT B



ANIMAL SHELTERING SERVICES CONTRACT

Per special request of the City - but no less than the minimum required by law, this AGREEMENT is entered into on this 1st day of September 2026 between the CITY OF LAWNDALE a general law city and municipal corporation, ("CITY") and THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (spcaLA), a California Corporation ("CONTRACTOR").

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

1. SCOPE OF SERVICES:

- a) CONTRACTOR will serve as the Director of Animal Sheltering for CITY in accordance with holding periods required by applicable law. CONTRACTOR will accept animals from CITY including stray animals found in CITY turned in by any citizen. CONTRACTOR will also accept owned animals relinquished by citizens of the CITY [upon payment of the CONTRACTOR'S fee for such services]. To fulfill this responsibility CONTRACTOR will maintain an animal shelter located at 12910 Yukon Avenue in the City of Hawthorne during the term of this Agreement. CONTRACTOR may, in its sole discretion, move animals to another suitable sheltering facility for any reason, including but not limited to maintenance, business necessity, a natural disaster or a pandemic.
- b) CITY agrees to ensure that **ANY animal, regardless of age or species** requiring immediate medical attention receives emergency medical care as required by applicable law before depositing said animal with CONTRACTOR. CITY is requested to bring veterinary medical records from the hospital with the animal. If animals requiring medical attention are deposited with CONTRACTOR in violation of this contract, the City will be charged an additional one-thousand Dollars (\$1,000.00) Admin fee per animal in addition to and including all medical expenses and transportation fees and service charges incurred within the holding period. These charges will be added to the monthly invoice from CONTRACTOR and billed to the CITY.
- c) CITY agrees no un-weaned animals will be deposited after normal business hours as they can die due to the lack of care. An additional One-thousand Dollars (\$1,000.00) fee will be added to the monthly invoice from CONTRACTOR for each un-weaned animal deposited after normal business hours.
- d) CITY agrees to ensure to collect One Hundred and Fifty Dollars (\$150.00) relinquishment fee for owner relinquished animals (live and dead), and remit to CONTRACTOR upon delivery of animal with checks to be made payable to spcaLA. If the CITY does not fulfill this requirement, CITY agrees to pay One Hundred and Fifty Dollars (\$150.00) relinquishment fee to be added to the next month's invoice.
- e) CONTRACTOR agrees not to provide animals for scientific research.

2. **FEES.** CITY agrees to pay CONTRACTOR a sum equal to seventeen-thousand-four-hundred-dollars & 00/100 (\$17,400.00) per month for CONTRACTOR'S services for receiving (55) fifty-five animal intake per month. Animal intake more than 55 each month will be billed at a rate of Three-hundred Dollar (\$300.00) per month and added to the monthly invoice. A One-hundred Dollar (\$100.00) fee will be charged per day per animal held in excess of the CITY'S mandated holding period of three days (3). This includes confiscated animals or any animals being held for any legal or City requested reason, until they are released by the CITY or for legal reasons, to the CONTRACTOR. All holds for owned animals, as per the CITY'S request, are to be delivered in writing. Any requests by the CITY to release held animals must also be delivered in writing to CONTRACTOR. For a new contract, this monthly fee is based upon costs to the CONTRACTOR and upon initial estimates of animal intake activity provided by the CITY. For a renewal contract, the fee is based upon historical animal intake activity data and increased costs to run the Shelter. In either circumstance, the CONTRACTOR'S costs and the CITY'S animal intake activity will be reviewed periodically by the CONTRACTOR during the contract



ANIMAL SHELTERING SERVICES CONTRACT

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

3. **TERM.** The term of this Agreement is from September 1, 2026 to August 31, 2027.
4. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a taxpayer identification number.
5. **PERMITS AND LICENSES.** CONTRACTOR, at its sole expense, will maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
6. **PROJECT COORDINATION AND SUPERVISION.**
 - (a) Denise Jakcsy will be assigned as CONTRACTOR'S Project Manager and will be responsible for coordination with CITY'S Project Manager for the services described herein.
 - (b) Michael Reyes will be assigned as CITY'S Project Manager and will be personally in charge of and personally supervise the Project on a day-to-day basis on behalf of CITY and will maintain direct communication with CONTRACTOR'S Project Manager to facilitate CONTRACTOR'S provision of the services described herein.
7. **TERMINATION FOR CONVENIENCE.**
 - (a) Notwithstanding anything to the contrary set forth in Section 3, either party may terminate this Agreement for convenience at any time with or without cause upon a minimum (30) days' written notice. Termination will come into effect on the last day of the month following the (30) days' notice and will be billed for the full month of service the termination takes effect. Any remotes or keys to the facility are to be returned to CONTRACTOR by the CITY on the day the contract terminates. If not returned on the termination date, a fee of One Hundred Dollars (\$100.00) per day will be incurred until they are returned.
 - (b) CONTRACTOR and CITY each waive any and all claims for damages that might otherwise arise from termination of this Agreement pursuant to this Section.
8. **INDEMNIFICATION.** To the fullest extent permitted by law, the parties agree to save, indemnify, defend, and hold harmless each other, and its affiliates, and their directors, officers, employees, agents, successors and assigns, from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened,



ANIMAL SHELTERING SERVICES CONTRACT

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

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

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

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

11. **RECORDS RETENTION.**

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

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

12. **INSURANCE.**

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

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



ANIMAL SHELTERING SERVICES CONTRACT

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

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

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

(e) Should CONTRACTOR, for any reason, fail to maintain the insurance required by this Agreement, CITY may, after providing reasonable written notice to CONTRACTOR, obtain such coverage at CONTRACTOR'S expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate this Agreement pursuant to Section 7.

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

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

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

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



ANIMAL SHELTERING SERVICES CONTRACT

15. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other Agreements express or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.
16. **EFFECT OF CONFLICT.** In the event of any conflict or inconsistency between any provision of this Agreement, and any other document or agreement, whether oral or written, the provisions of this Agreement will govern and control.
17. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.
18. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion, and the balance of this Agreement will continue in full force and effect.
19. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment executed by both parties. CITY'S city manager, or designee, may execute any such amendment on behalf of CITY.
20. **COVENANTS AND CONDITIONS.** The Parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
21. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and not affect the interpretation of this Agreement.
22. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to acts of God, fire, flood, earthquake, explosion, hostilities, war, strikes, embargo, riots, government action, civil or military authority, the natural elements, pandemics, or other similar causes beyond the parties' control, then this Agreement will immediately terminate without obligation of either party to the other.
23. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.



ANIMAL SHELTERING
SERVICES CONTRACT

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

[SIGNATURE PAGE FOLLOWS]

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

spcaLA and CONTRACTOR

City of Lawndale

By: 
madeline.bernstein (Jun 16, 2026 11:37:50 PDT)

By: _____

Name: Madeline Bernstein

Name: _____

Title: President

Title: City Manger

Date Signed: Jun 16, 2026

Date Signed: _____

By: 

By: _____

Name: Brenda James

Name: _____

Title: CFO

Title: _____

Date Signed: Jun 16, 2026

Date Signed: _____

By: 
Denise.Jakcsy (Jun 16, 2026 11:42:45 PDT)

By: _____

Name: Denise Jakcsy

Name: _____

Title: Senior Director

Title: _____

Date Signed: Jun 16, 2026

Date Signed: _____



CITY OF LAWDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Jose Hernandez, Interim Community Development Director
SUBJECT: **Service Agreement with Lightbox for Geographic Information Services (GIS) System**

BACKGROUND

The City of Lawndale utilizes Lightbox Vision, a web-based Geographic Information System (GIS), used extensively by the Community Development, Municipal Services and the Public Works departments. This mapping platform serves as an essential resource for accessing critical property data. Lightbox Vision provides staff with real-time access to parcel maps, aerial photography, ownership details, lot sizes, and customized municipal information like zoning maps. City staff requests to continue the use of the program and to enter into a contract agreement that will be for a one (1) year term.

STAFF REVIEW

Lightbox Vision has automated the search for property information and is an integral tool for staff research and analysis. For example, Planning and Building staff have the ability to quickly and easily respond to questions from the public concerning properties in Lawndale instantly at the public counter or over the telephone.

The following are some of the service benefits provided by the program:

- Provide up-to-date property information, including: address, ownership, lot size and zoning.
- Allows administrative staff to answer general questions, keeping professional staff free for other tasks.
- Creates 500 ft. radius maps with mailing labels, which are useful for public notifications.
- Graphical output includes aerial photography, zoning maps, and assessor's parcel maps.
- Graphical layers to distinguish areas in the City that are opportunity zones, census tracts, etc.
- Additional tools that assist with research such as: taking measurements, local landmarks, and areas susceptible to environmental hazards around the region, etc.
- Ability to access the service with any device through a web browser (Google Chrome, Microsoft Edge, Mozilla Firefox).

Lightbox Vision is a service that is widely used by City staff and the City wishes to continue the use of the program for one (1) more year term. The current Master Service Agreement (from FY 2025-2026) will remain in effect during the FY 2026-2027 licensing period.

LEGAL REVIEW

The City Attorney's office has reviewed the "Master Service Agreement" and "Order Form" and has approved it as to form.

FISCAL IMPACT

The FY 2026-2027 budget includes \$20,982.70 from contract services appropriations in the Community Development Budget (279-410-530.100). The subscription total effective October 2, 2026 through October 1, 2027 (one year contract term) will cost \$20,982.70.

RECOMMENDATION

Staff recommends that the City Council approve the 2026-2027 Order Form with Lightbox Vision for geographic information system services for a one year term in the amount of \$20,982.70.

Attachments

[Attachment A - Lightbox Order Form 2026-2027.pdf](#)

[Attachment B - Executed Master Service Agreement - 2025.pdf](#)

ATTACHMENT B
Lighbox Order Form 2026-2027

Order Form

LIGHTBOX

6 Armstrong Road, 4th Floor, Shelton, CT 06484

EXPIRES ON
10/31/2026QUOTE NUMBER
Q-58295COMPANY WEBSITE
<http://www.lawndale.ca.gov>

CONTACT INFORMATION

CLIENT LEGAL NAME
City of Lawndale

DBA

BILL TO ADDRESS
14717 Burin Avenue
Lawndale, CA 90260SHIP TO ADDRESS
14717 Burin Avenue
Lawndale, CA 90260PRIMARY CONTACT
Jose Hernandez
PRIMARY CONTACT TITLE
Acting Community Development
DirectorPHONE
(310) 973-3206EMAIL
jhernandez@lawndale.ca.govBILLING CONTACT
Adrian Gutierrez
BILLING CONTACT TITLE
Administrative Assistant IIPHONE
(310) 973-3230EMAIL
agutierrez@lawndale.ca.govLIGHTBOX SALES
Mary Kane
mkane@lightboxre.com

PRODUCTS, SERVICES AND PRICING

COMMERCIAL TERMS

Commencement Date:	10/2/2026
End Date:	10/1/2027
Length of Each Renewal Term (months):	12
Payment Term:	Payable Upon Invoice

SUBSCRIPTIONS	UNIT PRICE / YEAR	QUANTITY	BILLING	PRICE
LightBox Vision SM Builder-Developer Edition - Per County	USD 19,491.84	1.00	Annual	USD 19,491.84

Order Form



6 Armstrong Road, 4th Floor, Shelton, CT 06484

SUBSCRIPTIONS	UNIT PRICE / YEAR	QUANTITY	BILLING	PRICE
LightBox Vision SM Builder-Developer Edition - Per County-Additional User-Add-on	USD 0.00	24.00	Annual	USD 0.00
LightBox Vision SM Builder-Developer Edition - Per County-Tax Maps-Add-on	USD 0.00	1.00	Annual	USD 0.00
SmartFabric SM Standard - County - Tier 1a State - internal use cases	USD 1,490.86	1.00	Annual	USD 1,490.86
TOTAL:				USD 20,982.70

GEOGRAPHY FOR LIGHTBOX VISION SM SUBSCRIPTION
LOS ANGELES - CA

GEOGRAPHY FOR SMARTFABRIC SM SUBSCRIPTION
Los Angeles - CA

Invoicing

Annual Billing: The Annual Fee will be invoiced in full based on the contract execution date.

Definitions

Year: A "Year" shall be defined as each twelve-month period starting from the Commencement Date, for purposes set forth herein.

Internal use: The Service may be used by the Client only for its internal business purpose.

☐

Client must check this Box if Client is a tax-exempt organization. If this Box is checked, Client must submit a copy of Client's tax-exempt certificate to tax@lightboxre.com or to LightBox, Accounts Receivable, 6 Armstrong Road,

Order Form

LIGHTBOX

6 Armstrong Road, 4th Floor, Shelton, CT 06484

4th Floor, Shelton, CT 06484. If such a certificate is not received by LightBox by the time of the first billing, the applicable sales tax will be charged even if such Box is checked.

For all U.S. Clients, please submit a completed W-9 form to ar@lightboxre.com upon signature. For all Canadian Clients, please submit a completed Certificate of Incorporation into ar@lightboxre.com upon signature.

TERMS

This Order Form is governed by and incorporates by reference the Master Services Agreement in effect as of the date of last signature below and located at <https://www.lightboxre.com/masterservicesagreement/>.
Capitalized terms not defined herein shall retain the meaning in the Master Services Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Order Form to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature.

City of Lawndale

LightBox Parent, L.P.

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Signature Date)

(Signature Date)

ATTACHMENT B

Executed Master Service Agreement – 2025

Master Services Agreement

Last Revised: 01-01-2025

This Master Services Agreement governs the use of the Services (defined below) and Professional Services (defined below) and are an agreement between the client identified on the Order Form ("Client") and LightBox Parent, L.P. or its Affiliate as set forth on the Order Form ("Provider"). This Master Services Agreement is part of the Order Form (defined below) and is incorporated into the Order Form as if fully set forth therein. This Master Services Agreement (as may be amended from time to time), together with any Order Form(s) and Additional Service Terms (defined below) and any applicable Third-Party Terms (defined below), form a binding agreement (the "Agreement") between Client and Provider.

1. Definitions and Interpretation.

1.1 Definitions. The following terms used in the Agreement have the meanings provided below, and other terms are defined in the body of this Master Services Agreement:

- (a) "Additional Service Terms" means the applicable Service's additional terms and descriptions and a description of the delivery methods which are available at <https://www.lightboxre.com/additionaltermsofuse/> as updated from time to time. Client's use of the Services constitutes Client's agreement to be bound by these additional terms (including the updates) which are incorporated herein by reference.
- (b) "Affiliate" means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).
- (c) "Commencement Date" means the date set forth on the Order Form as the Commencement Date.
- (d) "Documentation" means any user guides, manuals, on-line help, software release notes, instructions, performance descriptions, design documents, test materials, operation guides, training materials and other materials and documentation provided by Provider in written or electronic format referring to or relating to the use of the Services.
- (e) "Hosted Services" means any hosted software as-a-service platform provided by Provider to Client under the Agreement, as specified in an Order Form.
- (f) "Input Data" means the data and other information and content provided by Client to Provider (including through the Services) for use in connection with the Services.
- (g) "Order Form" means the order form, order and pricing form, purchase form or similar document for the Services (as it may be amended from time to time). The Order Form incorporates therein by reference this Master Services Agreement, the Additional Service Terms and any applicable Third-Party Terms. By executing the Order Form, the parties agree to the Master Services Agreement, the Additional Service Terms and any applicable Third-Party Terms. The Order Form may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided electronically, whether by email, e-signature software, or other electronic means, shall be deemed to have the same legal effect as original handwritten signatures. Provider explicitly rejects any additional or revised terms, including those added or appended by Client to the Order Form, unless both parties have expressly agreed to them in writing prior to executing the Order Form.
- (h) "Professional Services" means services provided by Provider in connection with the Services as described more fully in a Statement of Work. Professional Services shall not include the Services.

- (i) "Protected Information" means: (i) Social Security number; (ii) passport numbers or other government-issued identification numbers; (iii) health or medical information; (iv) date of birth; (v) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account other than payment information entered using Provider's online payments module; or (vi) other information that a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, title, company name, mailing address, email address, and phone number).
- (j) "Provider Data" means certain data or information owned by Provider or any of its Affiliates or licensed to Provider or any of its Affiliates and to be provided as a Service or provided through any Services to Client. Provider Data includes information portrayed or rendered in any manner, including without limitation maps, data, analysis, and images of any kind.
- (k) "Services" means the Software, Hosted Services, Provider Data, Professional Services, and Documentation, together with any upgrades, modified versions, bug fixes or updates thereto as provided by Provider.
- (l) "Software" means any software distributed by Provider to Client under the Agreement for use in connection with a Service, including any APIs, pixels, and applications (but excluding any hosted software used to provide the Hosted Services).
- (m) "Statement of Work" means a document that describes certain Professional Services purchased by Client. Each Statement of Work shall incorporate this Master Services Agreement by reference.
- (n) "User" means all employees, contractors, and other parties specifically referenced on the Order Form who are authorized by Client to access and use the Services under Client's account and on its behalf.

2. Term and Termination.

2.1 Term. The term of the Agreement shall commence on the Commencement Date and shall continue in full force until the End Date set out on the Order Form (the period starting on the Commencement Date and ending on the End Date shall be defined as "Initial Term"), and will automatically renew thereafter for successive one year periods, unless a different period is set out on the Order Form (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless Client or Provider gives the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term. Any notice not delivered within such thirty (30) day period shall be null and void.

2.2 Termination for Non-Payment. Provider may terminate the Agreement immediately on written notice if Client fails to make any payment due under the Agreement within ten (10) days of the due date.

2.3 Termination for Cause. Provider or Client may terminate the Agreement with immediate effect by written notice to the other party if the other party:

- (a) commits a material breach of any of the terms of the Agreement and (if such material breach is remediable) fails to remedy that material breach within thirty (30) days of that party being notified (in accordance with Section 22) under this sub-clause of the material breach, such notice (x) to provide a reasonable description of the material breach, (y) to set forth which sections of the Agreement have been materially breached, and (z) to specify notifying party's intent to terminate the Agreement unless the material breach is remedied (any notice which does not comply fully with clauses (x), (y) and (z) is null and void); or
- (b) enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business.

2.4 Payment Obligations. If Provider terminates the Agreement pursuant to Section 2.2 or 2.3, all Fees (defined below) for the Initial Term or the Renewal Term, to extent not paid as of the date of termination shall be automatically accelerated and immediately due and payable by Client.

2.5 Effect of Termination. Upon termination or expiration of the Agreement:

- (a) All access and use rights of Client in and to the Services (including, for clarification, Provider Data) under the Agreement shall immediately terminate.
- (b) Client and all Users shall immediately cease using the Services (including, for clarification, Provider Data) and shall have no further right to access or use the Services.
- (c) Client must return, delete, or destroy all copies of any Provider Data or other data and information contained in or retrieved from the Services in the possession or control of Client or any of its Users (other than Input Data); provided that Client shall not be obligated to delete or destroy (i) any information contained in any reports written by Client for any of its customers, or (ii) any information required for statutory or regulatory purposes (provided further that any information described in clauses (i) and (ii) shall remain subject to the provisions of the Agreement which survive termination). Client must certify in writing to Provider as to the return, deletion or destruction of such items. Such certification shall be signed by an authorized officer of Client and shall be provided to Provider within ten (10) days of the termination or expiration of the Agreement.
- (d) Provider shall have no obligation to preserve or maintain any Input Data or to deliver any Input Data to Client or any User.

2.6 Sections Surviving Termination. The provisions of Sections 1, 2.5, 2.6, 4.5, 4.6, 4.7, 4.8, 5 – 7, 10 – 15, 17 – 24 of this Master Services Agreement and obligations to pay Fees under the Agreement shall survive any termination or expiration of the Agreement.

3. Fees; Payment.

3.1 Fees. The fees for the Services and Professional Services, and any Vendor Fees (defined below) (collectively, “Fees”) are calculated and set forth in the Order Form and the Statement of Work (but are subject to adjustment pursuant to the terms of the Agreement, including without limitation Section 3.5 and Section 4.14). Fees shall be due and payable in accordance with the billing schedule set forth on the Order Form or Statement of Work (and if no billing schedule is provided, Client will pay Fees as invoiced by Provider). Unless otherwise set forth on the Order Form or in a Statement of Work, all Fees and other payments pursuant to the Agreement (i) are due upon invoice; (ii) shall be paid via ACH to the bank account set forth on the invoice; and (iii) shall be in U.S. Dollars. All Fees shall be paid in full without any right of set-off or deduction. Provider may accept any payment without prejudice to its rights to recover the balance due or to pursue any right or remedy. No endorsement or similar statement on any payment shall be construed as an accord or satisfaction. All Fees are non-refundable except as set forth in Section 8.2. In addition to the Fees set forth in the Order Form, Provider may also charge a fee to cover expenses related to any Client requirement to use a proprietary vendor management, procurement, or invoice program. Provider shall not be bound to use any third-party payment vendor or accept credit card payments, and in the event Provider permits any payment through a third-party payment vendor or credit card, to the extent permitted by applicable law, and to the limit permitted by applicable law, Provider reserves the right to apply, and Client agrees to be responsible for, a convenience fee determined by Provider for use of a third-party payment vendor or payment by credit card. Such amounts shall be added to the Fees payable hereunder and as outlined on the payment portal screen where Client remits such payment or on the applicable invoice delivered to Client. Should Client make a payment for Services by credit card, Client represents and warrants that by doing so Client is authorized to use such credit card for payment. In the event of a chargeback for Services delivered to Client, Client shall remain responsible to Provider for Services plus the cost of any fees charged to Provider for such chargeback.

3.2 Taxes. Fees do not include and may not be reduced to account for any taxes including any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including sales, value-added, goods and services, use or withholding taxes (collectively, “Taxes”). Client is solely responsible for paying all Taxes which may be levied as a result of the Agreement and the transactions contemplated by the Agreement (excluding taxes

based on Provider's net income or property) unless Client provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Late Payments; Charges. If any Fees or other amounts payable by Client under the Agreement are not paid when due, Provider reserves the right (i) to charge a finance charge on the overdue amounts at a rate of 1.5% per month (compounded monthly to the extent allowable by law), until paid, and /or (ii) to suspend Client's access to the Services and said suspension shall not represent a breach of the Agreement by Provider. Client shall reimburse Provider for all reasonable costs and expenses incident to the collection of overdue amounts, including without limitation collection agency fees and reasonable attorneys' fees.

3.4 Autopay. If autopay is selected as a payment option by Client on the Order Form, the following terms shall apply:

(i) Client authorizes Provider to charge Client's credit card or to initiate electronic funds transfers (EFTs) from Client's bank account to pay all charges billed to Client's account on or after the invoice date. Such charges may include one-time charges, monthly charges, annual charges, and subscription charges incurred and pursuant to the Agreement. Provider shall not assume any responsibility for any interest, late fees or penalties associated with credit card payments. Subject to applicable law, this authorization will remain in effect during the Term (including, for purposes of clarification, any Renewal Term) or until any written request for termination of autopay by Client is approved by Provider in writing (which approval may be withheld in Provider's sole discretion). Stopping future withdrawals through autopay does not terminate the Agreement. All scheduled payments remain due and payable per the terms of the Agreement.

(ii) Client agrees to indemnify and hold Provider harmless from any liability or loss occurring due to the dishonor of any debit presented as a result of any charge made or refused to be made under this authorization for autopay.

(iii) When Client makes any changes to Client's autopay account, such updates may not take effect immediately, and Client's old payment method may apply to its next billing event. All future charges will be charged/withdrawn from Client's new payment method going forward.

3.5 Increases Following Initial Term or Renewal Term. Provider may increase the Fees for any Service and/or Professional Service, and/or any Vendor Fees, or the basis for calculating any of the foregoing, after the Initial Term or any Renewal Term provided that Provider has given Client notice of such increase or adjustment at least sixty (60) days prior to the end of the Initial Term or Renewal Term; provided further that in the event Provider does not provide any such written notice, Provider reserves the right to increase the Fees for any Service and/or Professional Service, and/or any Vendor Fees, or the basis for calculating any of the foregoing after the Initial Term or after any Renewal Term by the greater of (i) 7% or (ii) the increase in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base (as reported by the Bureau of Labor Statistics of the U.S. Department of Labor). Notwithstanding Section 22, such notice may be provided by email to Client.

4. Use.

4.1 Permitted Use. Subject to the terms and condition of the Agreement, Provider grants to Client during the Term a non-exclusive, non-transferable, non-sublicensable, right to access and use the Services as set forth in the Order Form, solely for the permitted use set forth on the Order Form, and if no permitted use is set forth on the Order Form, then solely for the internal business purposes of Client, in each case subject to the limitations herein and in the Additional Service Terms ("Permitted Use"). The Permitted Use includes the following; provided such is explicitly included in the Permitted Use on the Order Form:

- (i) distributing, leasing, sublicensing, or otherwise disclosing or giving anyone else access to the Services;
- (ii) using the Services for benchmarking purposes;

- (iii) creating derivative works (including without limitation models or algorithms) from the Services (including any of the Provider Data and other data and information contained in or retrieved from the Services); and
- (iv) copying, electronic extracting, downloading or compiling data or any other activity designed to obtain, re-use or reformat information contained within the Services.

In the event Client breaches any of the terms of this Section 4.1, in addition to Provider's other rights and remedies herein, Provider shall have the right to suspend Client's access and use of the Services until Client fully complies with the terms of this Section 4.1 and said suspension shall not represent a breach of the Agreement by Provider.

4.2 Restrictions. The Permitted Use does not, under any circumstance, include any of the following:

- (i) using the Services except as expressly permitted in the Agreement;
- (ii) accessing or using the Services if Client is a direct or indirect competitor of Provider or any of its Affiliates;
- (iii) providing any portion of the Services to any direct or indirect competitor of Provider or any of its Affiliates;
- (iv) using the Services in a manner that violates applicable law or any third-party's privacy rights or intellectual property rights;
- (v) using the Services to create a similar or competitive product or service to the Services (or any portion thereof) or to gather any information for a competitor or potential competitor of Provider or any of its Affiliates;
- (vi) decompiling, disassembling, reverse engineering or attempting to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Services by any means whatsoever (unless this restriction is not permitted under applicable law);
- (vii) in any way reproducing or circumventing the integration system, encryption methods, copy protections, navigational structure or presentation of the Services or the data contained therein;
- (viii) using the Services in any way that threatens the integrity, performance, or availability of the Services;
- (ix) permitting direct or indirect access to or use of the Services in a way that circumvents contractual obligations or usage limits, or use the Services to access or use any Provider intellectual property except as permitted under the Agreement;
- (x) using or combining the Services (including any Provider Data) with any other material or otherwise that may subject the Services (or any Provider Data) to any open source software, open content, open database, licenses or other resembling terms where such licenses or terms would (a) cause the disclosure or distribution of the Services or Provider Data (or any part thereof); (b) grant any licenses to any derivative works of any Services or Provider Data (or any part thereof); (c) cause redistribution of the Services or Provider Data (or any part thereof) at no charge, as a condition for use, modification or distribution of such other material; or (d) otherwise restrict or impact the licensing or other use of the Services or Provider Data (or any part thereof);
- (xi) using robotic mechanisms, web crawlers, spiders, search engines, artificial or software based searches or any other form of manual or automated data collection processes, or engaging in data mining or screen scraping to access the Services or any of the data contained therein;
- (xii) publishing, posting, uploading or otherwise transmitting any Input Data or any other data, information or other materials via the Services that (a) contains any malicious code, viruses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (b) contains any material

that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, or hateful; (c) contains sexually explicit, pornographic, or violent material; (d) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (e) misappropriates, violates or infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person; (f) is known or, with the exercise of reasonable effort, should be known to be false, misleading or otherwise unreliable; (g) Client does not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty; (h) contains unauthorized advertising, promotional, "junk mail," spam, "chain letters," "pyramid schemes," or any other form of solicitation; (i) contains software viruses or any other computer code, files or programs designed to interrupt, modify, damage, improperly access, disable, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (j) promotes any illegal activity, or advocates, promotes, or assists any unlawful act;

(xiii) using or accessing the Services in a manner that (in Provider's sole judgment) threatens or violates the security, integrity or availability of the Service; provided, however, Provider will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension;

(xiv) engaging in any activity that may result in unlawful bias or discrimination of an individual or group of individuals; or

(xv) using, reproducing, incorporating, training, fine-tuning, transferring to, or combining in any way, the Services or any other data, material or any other information contained in, or provided in or through the Services, with any artificial intelligence or machine learning system, or other similar software techniques or systems whatsoever, including but not limited to large language models, generative AI systems, or neural networks, whether now known or developed or devised following the Commencement Date.

In the event Client breaches any of the terms of this Section 4.2, in addition to Provider's other rights and remedies herein, Provider shall have the right to suspend Client's access and use of the Services until Client fully complies with the terms of this Section 4.2 and said suspension shall not represent a breach of the Agreement by Provider.

4.3 Evaluation. If an Order Form indicates that the Services are to be used by Client for evaluation purposes, Client shall be granted a non-exclusive, non-transferable, non-sublicensable, right to access and use the Services solely for Client's own non-production, internal evaluation purposes (an "Evaluation Use"). Each Evaluation Use shall be granted for an evaluation period of up to thirty (30) days (or such time period as set forth on the Order Form) from the date of delivery, plus any extensions granted by Provider in writing (the "Evaluation Period"). Provider reserves the right to terminate the Evaluation Period prior to the end of the Evaluation Period at its sole discretion upon written notice to Client. Unless otherwise set forth on the Order Form, there is no fee for the Evaluation Use during the Evaluation Period. Notwithstanding anything otherwise set forth in the Agreement, Client understands and agrees that the Services for any Evaluation Use are provided "AS IS" and that Provider does not provide warranties for or in connection with any Evaluation Use and shall have no liability in connection with Client's Evaluation Use.

4.4 Professional Services. Client and Provider may enter into Statements of Work that describe the specific Professional Services to be performed by Provider. Unless otherwise expressly set forth on the applicable Statement of Work, all right, title, and interest in and to all deliverables and content created or delivered under such Statement of Work are the property of Provider, its third-party suppliers or its Affiliates and no part thereof shall be considered a "work made for hire" or a work made in the course of employment. If applicable, while on Client premises for Professional Services, Provider personnel shall comply with reasonable Client rules and regulations regarding safety, security, and conduct made known to Provider. Provider warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Client's sole and exclusive remedy and Provider's entire liability for any breach of the foregoing warranty, Provider will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Client the fees paid for the non-conforming Professional Services.

4.5 Input Data. By submitting Input Data into the Services, Client represents and warrants that it exclusively owns such Input Data or has all rights necessary to grant all rights and licenses to the Input Data required for Provider and its Affiliates, subcontractors and service providers to access and use the Input Data in connection with the Services or otherwise permitted pursuant to the terms of the Agreement. Client acknowledges and agrees that it shall be responsible

in the event that any damage or loss of any kind results from Client's provision of Input Data. Without limiting the foregoing, Client shall defend, indemnify, and hold harmless Provider and its Affiliates and their respective partners, members, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees), arising from or relating to Client's provision of the Input Data, including any claim that the Input Data or Provider's use thereof in accordance with the terms of the Agreement infringes, violates or misappropriates a third-party's contractual rights, intellectual property rights or trade secret or violates any contract or obligation to which Client is bound.

4.6 Use of Input Data. Provider will use the Input Data to perform its obligations under the Agreement; provided that Client grants Provider and its Affiliates a perpetual, non-exclusive, royalty-free, license to use the Input Data in anonymized form (i) for Provider's and its Affiliates' internal business purposes (including without limitation consistent with business operations and product development); and (ii) to create, publish, sell, license, market, distribute and use derivative products ("Derivatives"). Any Input Data which has been anonymized by Provider or any of its Affiliates such that it is not identifiable shall not, after such anonymization, be considered Input Data or Client's Confidential Information, and Client shall have no further rights therein. Client will not claim any ownership interest in, or right to use any Derivative, nor will it contest Provider's or any of Provider's Affiliates' ownership interest in any Derivative. Client further agrees that (i) Provider or the applicable Provider Affiliate will maintain exclusive ownership and rights in each Derivative, and (ii) the Agreement will not be construed to vest in Client any rights with respect to any Derivative.

4.7 Feedback. In the event Client or any of its Users submit comments, feedback, suggestions or ideas about the Services, including without limitation about how to improve the Services or any other products or services of Provider or any of its Affiliates ("Feedback"), Provider and its Affiliates may use the Feedback without obligation to Client or any User, and Client and each User hereby irrevocably assigns to Provider and its Affiliates all right, title, and interest in such Feedback, including without limitation all intellectual property rights therein.

4.8 No Other Rights. As between Client and Provider, Provider shall own all right, title and interest (including all intellectual property rights and other proprietary rights embodied therein) in and to the Services and no part thereof shall be considered a "work made for hire" or a work made in the course of employment. Client agrees not to contest or challenge Provider's or its third-party suppliers' ownership of the Services and associated intellectual property rights, and shall not take any action that would infringe, misappropriate, constitute unfair competition with respect to, or otherwise violate Provider's ownership of or rights in the underlying structure, organization, and code of the Services (including the Provider Data). The products and services provided by Provider are the valuable trade secrets and Confidential Information of Provider, its third-party suppliers and/or its Affiliates. Provider will own all rights in any copy, translation, modification, adaptation, or derivation of the Services. Client will obtain, at Provider's request, the execution of any instrument that may be appropriate to assign these rights to Provider or perfect these rights in Provider's name. Except for the rights expressly granted under the Agreement, Provider and its third-party suppliers and its Affiliates retain all right, title, and interest in and to the Services, including without limitation all related intellectual property rights inherent therein. No rights are granted to Client other than as expressly set forth in the Agreement. Client hereby confirms and acknowledges that (i) it is entering into the Agreement in the course of its business, trade, or profession, and (ii) it will not use the Services for any personal, family or household purposes. Accordingly, the rights and remedies available to consumers under applicable consumer protection laws shall not apply to Client, the Services or the Agreement.

4.9 Modifications. Client agrees that Client's use of the Services is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Provider regarding future functionality or content. Client agrees that Provider may make changes to the Services over time for any reason, without limitation, and that Provider may not continue to provide or support older versions of the Services. Without limiting the foregoing, in order to, to comply with applicable laws, to respond to requests or demands of a government or regulatory entity or concerning third-party privacy or intellectual property rights or to mitigate an emergency or threat to Provider's operations, Provider may change, discontinue, limit or remove functionality of certain Services at any time; provided that in such event, Provider will reasonably cooperate with Client to mitigate any material disruption to the Services. The sources from which Provider collects Provider Data and the information available from such sources may change from time to time. As a result, items of Provider Data may change from time to time. In the event the Provider Data includes third-party data and Provider's agreement with such third-party for such third-party data is terminated, the Provider Data shall cease to include such third-party data, and Provider shall not be deemed to be in breach of the Agreement, provided that Provider shall use commercially reasonable efforts to replace such terminated third-party data with equally suitable,

functionally equivalent, data.

4.10 Equipment. Client may access the Services utilizing any browser that meets the compatibility requirements established by Provider from time to time. Client shall, at its own expense, obtain, install, configure, and maintain any and all equipment necessary to access and use the Services. Client shall bear all risk and responsibility for ensuring the ongoing compatibility of access equipment with the Services.

4.11 Passwords. Any username and password issued to a User for access to the Services is personal to the User and such User is obligated to keep the username and password confidential and may not share the username or password with any third-party. Client shall immediately notify Provider if any third-party gains or has the potential to gain access to any of Client's passwords, and shall be fully responsible for any and all activities that occur under any password, whether conducted by a User, other employee or a third-party. Client shall advise each User of Client's obligations in the Agreement and, for purposes of the Agreement, all acts or omissions of Users shall be deemed to be acts or omissions of Client. Client shall be responsible for all activities of its Users relating to the Services, including without limitation any violation of the Agreement by its Users. Client shall safeguard and protect all profiles and passwords from disclosure or unauthorized use.

4.12 Application Programming Interface. Application Programming Interface ("API") shall be defined as Provider's application program interface which may include object code, software, libraries, software tools, sample source code, published specifications, documentation manuals, materials, and information appropriate or necessary for use in connection with the API. To the extent any API is used in connection with any Services, Provider grants to Client a non-sublicensable, non-transferable, non-exclusive, terminable, limited right to use the API solely to receive Provider Data from the Services and deliver Input Data to the Services. Without limiting anything herein, Client will not (i) make the API available for, or use the API for any purpose, industry, or beneficiary other than the as described in this Section 4.12, (ii) sell, resell, license, sublicense, distribute, rent, or lease any portion of the API, (iii) use the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the API or any server, network, computer, database, or other resource or element connected to or providing the API, (v) copy, process, extract, store, conduct load testing on, or place undue load on any part of the Services without Provider's express written permission, (vi) access the API in order to build or enhance a competitive product or service, (vii) introduce into products or services of Provider or any of its Affiliates any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature, or (viii) use the API to conduct, or have conducted by a third-party, security penetration testing without the prior written consent of Provider. Notwithstanding the limitations imposed by Provider on the number of API requests set forth on the Order Form, if Provider makes access to any APIs available as part of the Services, Provider also reserves the right to and may monitor Client's usage of APIs. If Provider reasonably determines that Client's call volume may disrupt or threaten the integrity, security or function of Provider's system, Provider may limit the number of API calls or requests Client can make. No license is granted by Provider to any API directly, by implication, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of Provider. Client agrees not to assert any patent rights related to the API or applications developed using the API against Provider, Provider's distributors, Provider's customers, or other licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

4.13 Data Security; No Protected Information. Provider has established and implemented an industry standard information security program regarding the protection of Input Data, including administrative, technical and physical security processes, the current version of which is located at www.lightboxre.com/securityaddendum as updated from time to time. Notwithstanding the foregoing, Client is responsible for maintaining appropriate security, protection, and backup of its hardware, software, systems, information, and Input Data. Provider is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to, or failure to store or encrypt, any hardware, software, systems, information, or Input Data on such systems. Client further agrees that Client has established and implemented an industry standard information security program regarding protection of Provider Data, including administrative, technical and physical security processes. Those safeguards will include but will not be limited to measures designed to prevent unauthorized access to or disclosure of Provider Data (other than by Client or its Users). Client acknowledges and agrees that use of the Services does not require Client to upload, submit, input or provide any Protected Information into or through the Services and Provider shall have no liability to Client, any User or any other party related to any Protected Information. Client shall not (and shall ensure that its Users do not) upload, submit, input or

provide any Protected Information into or through the Services. Provider may upon notice suspend all or portion of Client or any User's access to the Services if Provider has a good faith belief that Client or any User has breached the restrictions in this Section 4.13.

4.14 Third-Party Services. The Services may enable Client to procure services, reports or products not provided by Provider or any of its Affiliates ("Third-Party Services"). Through the Services, Client may order and receive Third-Party Services in one of two ways: 1) Client may directly engage with the third-party vendor for the Third-Party Services, in which case Client shall be solely responsible for entering into a separate agreement with the third-party vendor and for making payments directly to the third-party vendor or 2) at Client's request, Provider may order the Third-Party Services on behalf of Client, in which case Provider will contract with the third-party vendor, pay any applicable fees to the third-party vendor and invoice Client for those fees, along with any applicable administrative or handling charges (collectively "Vendor Fees"). Any Vendor Fees listed on the Order Form are based on the fees charged to Provider by the third-party vendor for the applicable Third-Party Services as of the Commencement Date set forth on the Order Form. The Vendor Fees are subject to increase at any time during the Term if the third-party vendor increases the fees it charges to Provider for the applicable Third-Party Services. Third-Party Services may be discontinued by Third-Party Provider or Provider at any time for any reason and with no obligation to provide any explanation or notice. The Services may also contain certain links to websites of Third-Party Providers as well as functionality to transmit information or data to the Third-Party Providers. The Services provide access and links to the Third-Party Provider, and transmit information and data to Third-Party Provider, solely as a convenience to Client and not as an endorsement by Provider or any of its Affiliates. Client's use of such Third-Party Services is solely at its own risk. Provider and its Affiliates are not responsible for and make no representations or warranties with respect to any Third-Party Services, the actions of any Third-Party Provider, or the handling of Client's information or data.

4.15 Terms Required by Third-Party Suppliers. Certain third-party suppliers require Provider to flow down additional terms and attribution requirements to Client ("Third-Party Terms"). These third-party supplier terms are subject to change at such third-party's discretion and new third-party providers are added from time to time. Such additional terms and attribution requirements are available at <https://www.lightboxre.com/thirdpartyterms/>. Client's use of the Services constitutes Client's agreement to be bound by these additional terms (including the changes and additions described in this Section 4.15) which are incorporated herein by reference.

5. Confidentiality. "Confidential Information" means information that is not generally known to the public and at the time of disclosure is identified as or would reasonably be understood by the receiving party to be, proprietary or confidential. Client shall be liable for any breach of the confidentiality and use obligations in the Agreement by any of its Users as if such Users were party to the Agreement. Provider and Client agree that all Confidential Information, shall be considered confidential, and receiving party shall not, either during or after the Term reveal to any person, firm or corporation, nor use to its own advantage, any Confidential Information acquired in the course of performing its obligations under the Agreement, except when such disclosure is required by law, including, but not limited to, by subpoena or similar legal process; provided, that receiving party gives, to the extent allowed by law, disclosing party notice in a reasonable amount of time prior to receiving party's disclosure of Confidential Information to allow disclosing party to protect its proprietary interest therein, and receiving party shall minimize such disclosure and consult with and assist disclosing party in obtaining a protective order prior to such disclosure. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes the Agreement or as otherwise permitted under the Agreement.

Confidential Information does not include information that: (i) is publicly available information or generally becomes available to the public without violation of any obligation of confidentiality or non-disclosure obligation; (ii) was already in possession of the receiving party prior to the Commencement Date; or (iii) was or is provided to the receiving party by others without violation of any confidentiality or non-disclosure obligation. Notwithstanding the foregoing, Client acknowledges and agrees that the Services and the Agreement constitute Confidential Information of Provider. Each of the parties acknowledges that any use or disclosure of Confidential Information in violation of the Agreement will cause irreparable injury to the disclosing party for which other remedies at law would be inadequate, and each of the parties agrees that a disclosing party shall have the right to seek and obtain injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of Confidential Information in violation of the Agreement, and may also exercise such other rights and remedies as the disclosing party may have at law or in equity. Upon termination or expiration of the Agreement, each party shall permanently erase all Confidential Information of the disclosing party from

its computer systems.

6. **Limitation of Liability.** IN NO EVENT SHALL PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, THE SERVICES, OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES, EVEN IF PROVIDER OR ITS SUBSIDIARIES, AFFILIATES OR THIRD-PARTY SUPPLIERS HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT UNDER THE AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE.

7. **Disclaimer of Warranties.** THE SERVICES (INCLUDING THE PROVIDER DATA AND THE DOCUMENTATION) ARE PROVIDED AND LICENSED "AS IS," "AS AVAILABLE" AND PROVIDER AND ITS SUBSIDIARIES, AFFILIATES AND THIRD-PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE AGREEMENT, THE SERVICES, OR ANY OF THE PROVIDER DATA OR OTHER DATA AND INFORMATION CONTAINED IN OR RETRIEVED FROM THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ; EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT INFORMATION PROVIDED VIA THE SERVICES IS INTENDED TO BE INFORMATIVE AND SHOULD NOT BE CONSTRUED AS ADVICE OR RECOMMENDATIONS. NEITHER PROVIDER NOR ANY OF ITS AFFILIATES IS A FIDUCIARY, DEALER, BROKER, OR INVESTMENT ADVISOR.

THE SERVICES MAY INCLUDE OR EMPLOY MODELS, AND CLIENT AGREES THAT THE MODELS ARE BASED UPON CERTAIN ASSUMPTIONS AND METHODOLOGIES (WHICH ASSUMPTIONS AND METHODOLOGIES MAY BE CHANGED BY PROVIDER FROM TIME TO TIME WITHOUT ANY NOTICE), AND THAT THERE MAY BE ERRORS OR DEFECTS IN SUCH ASSUMPTIONS OR METHODOLOGIES THAT MAY CAUSE SUCH MODELS OR ANY OUTPUT THEREFROM TO BE INAPPROPRIATE FOR USE. CLIENT HOLDS PROVIDER COMPLETELY HARMLESS FOR ANY SUCH ERRORS OR DEFECTS.

THE SERVICES MAY ALLOW CLIENT THE ABILITY TO MAKE CHANGES TO THE FEATURES AND FIELDS REPORTED VIA THE SERVICES. CLIENT AGREES THAT PROVIDER IS NOT LIABLE FOR THE RESULTING FEATURES REPORTED AS A RESULT.

ANY ANALYSES, OPINIONS, ESTIMATES, RATINGS OR RISK CODES PROVIDED BY PROVIDER OR THROUGH THE SERVICES ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, AND ARE NOT INTENDED TO PROVIDE, NOR SHOULD THEY BE INTERPRETED AS PROVIDING, ANY FACTS REGARDING, OR PREDICTION OR FORECAST OF, ANY PARTICULAR EVENT OR RISK.

No employee, agent, or other representative of Provider or any of its subsidiaries or Affiliates has any authority to bind Provider with respect to any statement, representation, warranty, or other expression not specifically set forth in the Agreement.

8. **Indemnification.**

8.1 **Provider Indemnification.** Subject to the terms of the Agreement, and provided that Client is not in unremedied default under the Agreement, Provider will defend Client against any claim by a third-party that Client's use of the

Services in accordance with the Agreement constitutes infringement of that party's U.S. patents or copyrights issued and existing as of the Commencement Date, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Provider pre-approves in writing, including reasonable attorneys' fees, provided that Client promptly notifies Provider in writing of any such claim, gives Provider reasonable cooperation, information, and assistance in connection with such claim, and consents to Provider's sole control and authority with respect to the defense, settlement or compromise of the claim. Provider will not be obligated under this Section 8 to the extent the infringement results from: (i) a combination of the Services with devices or products not provided by Provider; (ii) use of the Services in applications, business environments or processes for which they were not designed or contemplated; (iii) modifications that Client makes to the Services; or (iv) use of the Services not in accordance with the Agreement and Client shall indemnify and hold harmless Provider and its Affiliates and their respective officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim of any kind based on any of the foregoing factors in (i) through (iv) (inclusive) above. This Section 8 states Provider's sole obligations, and Client's sole remedies, in connection with intellectual property infringement claims.

8.2 **Election of Remedy.** If Provider reasonably believes the Services are or may be subject to an infringement claim, or if a court of competent jurisdiction enjoins Client's use of the Services as a result of an infringement claim, Provider may, at its expense and discretion: (i) procure for Client the right to continue using the Services; (ii) modify the Services to make it non-infringing; or (iii) replace the Services with a non-infringing functional equivalent. If none of these options is reasonably available, Provider may terminate Client's access and use of the allegedly infringing Services and refund to Client the Fees paid for the Services, adjusted from the effective date of such termination for that portion of the Fees attributable to the remaining portion of the Term.

9. **U.S. Government Restricted Rights.** To the extent Client is an agency of or otherwise represents the United States federal government, (i) it hereby agrees that each Service qualifies as a "commercial product" and/or "commercial service" as defined by FAR Part 2.101 or the state law corollary, and (ii) Provider provides the Services, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in the Agreement. This customary commercial license is provided in accordance with the United States Federal Acquisition Regulation ("FAR") section 12.211 (Technical Data) and FAR section 12.212 (Software) and, for Department of Defense transactions, the United States Defense Federal Acquisition Regulation Supplement ("DFARS") section 252.227-7015 (Technical Data Commercial Items) and DFARS section 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Provider to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

10. **Export Law Assurances.** Client understands that the Services are or may be subject to export control laws and regulations. CLIENT MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE SERVICES OR ANY TECHNICAL OR OTHER DATA PROVIDED IN CONNECTION THEREWITH OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE SERVICES OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. CLIENT HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CLIENT IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

11. **Information; Audit and Certification.** Client shall keep complete and accurate records and accounts pertaining to its compliance with its obligations under the Agreement. Upon Provider's written request, Client shall provide Provider (i) reasonable information relating to the usage and distribution of the Services (including any Provider Data) and (ii) a written certification of a duly authorized officer of Client that Client is in compliance with the material terms of the Agreement (including without limitation any terms relating to limitations on the usage and distribution of the Services

(including any Provider Data)). Additionally, Provider (and Provider's representatives and third-party suppliers of data included in the Provider Data), on reasonable prior notice, during the Term and for the one (1) year period following the termination or expiration of the Agreement may periodically examine, inspect and audit Client's systems and records to confirm compliance with the terms of the Agreement.

12. Provision of Services / Assignment. To the extent that the Services or any portion thereof to be provided under the Agreement are owned by or licensed to, any Affiliate of Provider, Provider will cause such Affiliate to provide such Services or portion thereof to Client. Additionally, Provider may cause certain of its Affiliates to perform all or some of the services to be performed under the Agreement (including without limitation the Professional Services). Notwithstanding the foregoing, Provider shall be solely responsible for the Services or such other services (including without limitation the Professional Services), and Client's sole recourse with respect to the Services or such other services (including without limitation the Professional Services) shall be against Provider, subject to, and in accordance with the terms, provisions and limitations set forth herein. Client shall not be permitted to assign or delegate any rights or obligations under the Agreement. Any transfer of a majority of the stock, membership interests, partnership interests or other evidence of ownership of Client shall be deemed to be an assignment of the Agreement. Provider may assign the Agreement or assign or delegate any of its rights, duties, or obligations under the Agreement to any Affiliate of Provider without notice to Client. In addition, Provider may assign the Agreement to any third-party in the event of merger, reorganization, sale of all or substantially all of Provider's assets, change of control or operation of law. The Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns.

13. Governing Law; Jurisdiction. This paragraph shall apply if Provider is any party other than DMTI Spatial ULC. The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Client agrees that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to the Agreement shall be the federal and state courts located in the State of Delaware. Client submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, Client shall reimburse Provider its reasonable attorneys' fees and costs.

This paragraph shall apply only in the event that Provider is DMTI Spatial ULC. The Agreement and the rights and obligations of the parties under the Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without regard to principles of conflict of law that would impose a law of another jurisdiction. Client irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the province of Ontario, and where applicable, including the Federal Court of Canada, and all courts competent to hear appeals therefrom, and Client explicitly waives any jurisdictional or venue defenses. In the event Provider employs attorneys to enforce any right arising out of or relating to the Agreement, Client shall reimburse Provider its reasonable attorneys' fees and costs.

14. Headings Not Controlling. Headings used in this Master Services Agreement are for convenience only and shall not be considered in construing or interpreting this Master Services Agreement.

15. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement to the extent necessary to comply with law.

16. Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of the Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of such party, but the inability to meet financial obligations is expressly excluded. Such events, occurrences, or causes will include, acts of God, epidemic, pandemic, government order, strikes, lockouts, riots, acts of war, earthquake, fire and explosions.

17. Independent Contractor. The relationship between Client and Provider is solely contractual and not in the nature of an employer/employee, partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

18. **Entire Agreement.** The Agreement constitutes the sole and entire agreement between Client and Provider regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements (including those with Affiliates of Provider), representations, and warranties, both written and oral, regarding the subject matter herein. The United Nations Convention for the International Sale of Goods is expressly excluded. No purchase order or similar document issued by Client shall be binding on Provider. Any purchase order or similar document issued by Client in connection with the Agreement or the Services is for administrative convenience only and shall not be deemed to terminate the Agreement or modify, amend, or supplement any of the terms of the Agreement. Any terms and conditions included in or referenced by such purchase order or similar document are void, nonbinding, and shall have no effect on the parties.

19. **Amendments; Waiver.** The Agreement may not be altered, amended or modified except by a written amendment signed by Provider and Client. Notwithstanding the foregoing, Provider may provide written notice of changes to the Agreement to Client not less than sixty (60) days prior to the end of the Initial Term or Renewal Term and Client will have thirty (30) days from the date of such notice to provide written notice of rejection of such changes to Provider and if such written notice is not received by Provider within such thirty (30) day period, such changes shall be deemed agreed and incorporated into the Agreement. No waiver of any condition, term or provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such condition, term or provision or of any condition, term or provision hereof.

20. **Publicity.** Neither party may use the other party's name, logo or marks without such other party's written pre-approval; provided that Provider and its Affiliates may: (i) after the Commencement Date, issue one (1) or more press releases or similar materials announcing that Client is a customer and user of the Services; (ii) use Client's name, logo and/or marks on Provider's or its Affiliates' customer lists, websites, and other marketing materials subject to any standard trademark usage guidelines that Client expressly provides to Provider; and (iii) develop use cases based on Client's use of the Services with respect to which Client will provide all reasonable cooperation requested by Provider.

21. **Advice of Legal Counsel.** Each party acknowledges and represents that, in executing the Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all the terms and provisions of the Agreement. The Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

22. **Notices.** All notices, requests, demands, claims and other communications under the Agreement shall be in writing. Any notice, request, demand, claim or other communication under the Agreement shall be deemed duly delivered four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after it is sent for next business day delivery via a reputable international courier service, in each case to the intended recipient as follows:

- (i) if to Provider, to 5201 California Avenue, Suite 200, Irvine, CA 92617: Attention: Contracts
- (ii) if to Client, to the address set forth on the Order Form.

A party may change the address to which notices, requests, demands, claims and other communications under the Agreement are to be delivered by giving the other party notice in the manner set forth herein.

23. **Cumulative Remedies.** All rights and remedies of the parties under the Agreement are cumulative and not exclusive of any other rights or remedies provided by law, equity, or otherwise. The exercise or partial exercise of any right or remedy shall not preclude or limit the exercise of any other right or remedy available under the Agreement or applicable law.

To the maximum extent permitted by law, Client agrees that any claims or disputes arising out of or relating to the Agreement shall be resolved on an individual basis in accordance with Section 13. Client waives any right to participate in any class, collective, or representative action against Provider, whether through a court or arbitration. Any dispute resolution proceeding shall be conducted only on an individual basis in accordance with Section 13, and Client shall not seek to bring or join claims on behalf of a class or as part of a collective action.

24. Order of Precedence. If there is a conflict or inconsistency between the terms of this Master Services Agreement (or an amendment thereto), the Additional Service Terms and the Order Form or Statement of Work, the order of precedence shall be as follows: (a) the amendment to this Master Services Agreement, and then (b) this Master Services Agreement, and then (c) the Additional Service Terms, and then (d) the Order Form or Statement of Work. Notwithstanding the foregoing, a term of the Order Form or Statement of Work may control and take precedence over this Master Services Agreement (or an amendment thereto) and the Additional Service Terms if a term of the Order Form or Statement of Work specifically provides that it will control and take precedence, and recites the specific Section of this Master Services Agreement (or amendment thereto) or Additional Service Terms being modified or superseded, in which case such term shall control and take precedence with respect to such Order Form or Statement of Work only.

[END OF MASTER SERVICES AGREEMENT]



CITY OF LAWDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Gregory M. Murphy, City Attorney
SUBJECT: **Discussion of Status of Investigative Report**

BACKGROUND

In the fall of 2024, based on a complaint from a former employee, an investigation was opened into the substance of that complaint. The investigation was carried out by an independent law firm and reported to the city attorney's office. As reported by the city attorney to the City Council and the public at the City Council meeting of February 2, 2026 the allegations involved alleged conduct by Council Member Suarez. As further reported that evening, the allegations against Council Member Suarez were determined by the independent investigator to be unfounded or at the very least not able to be supported by the facts in the record. At this time, the written report delivered to the city attorney's office by the independent firm remains subject to the attorney-client privilege and the attorney work product doctrine, as well as subject to certain employee privacy rights relating to witness statements and other allegations raised through the course of the investigation.

At the meeting of July 20, 2026 Council Member Suarez requested during the time for Council Items that a discussion of releasing the investigative report to the public be agendaized for a future meeting. This staff report was prepared by the city attorney in response to that request.

STAFF REVIEW

Please see Legal Review section.

LEGAL REVIEW

The city attorney prepared this item. The City Council as the duly elected legislative body of the City is the holder of the attorney-client privilege and so only by vote of a majority of the City Council may the privilege be waived. Should the City Council determine that privilege should be waived and the report be made public, which is a policy decision, the city attorney's office strongly recommends that a redacted version of the report be produced so as to respect and maintain the privacy rights of employees who participated in the investigation as witnesses. While this may delay the release of the report by a few weeks, it will ultimately result in better results for future investigations because employees will know that they can freely participate as witnesses without facing the possibility of retaliation by any party.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council discuss and determine whether to make the above-referenced report available in redacted form to the public.



CITY OF LAWNDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting 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.



CITY OF LAWNDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Gregory M. Murphy, City Attorney
PREPARED BY: Vanesa Alvarez, Administrative Assistant
SUBJECT: **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 OF LAWNDALE

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

DATE: August 17, 2026
TO: Honorable Mayor and City Council
FROM: Lucho Rodriguez, Acting City Manager
PREPARED BY: Vanesa Alvarez, Administrative Assistant
SUBJECT: **Conference with Legal Counsel – Existing Litigation**

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).



CITY OF LAWNDAL

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

DATE: August 17, 2026

TO: Honorable Mayor and City Council

FROM: Lucho Rodriguez, Acting City Manager

PREPARED BY: Gregory M. Murphy, City Attorney

SUBJECT: **Approval of City Manager Employment Agreement and Appointment of New City Manager**

BACKGROUND

At the end of 2025, the previous City Manager departed the City. During the spring and summer the City Council engaged in a deliberate process to find a new City Manager to lead the City's daily operations. At their meeting of July 20, 2026, the City Council directed their consultant from the prominent firm Bob Murray & Associates to negotiate a contract with a candidate and directed the city attorney's office to prepare that contract.

STAFF REVIEW

The City Council will meet in closed session prior to the presentation of this item to hold final discussions about the candidate and to confirm that the contract should be awarded and the candidate should be appointed.

Should the City Council make such determination, this item will move forward. At that time, the contract will be distributed to the public and thereafter made available through the City Clerk's office and as an addition to the online agenda packet. The terms of the contract will be addressed by the city attorney prior to its adoption and the appointment of the new City Manager.

Should the City Council make another determination, the draft contract will be held by the city attorney for modification.

LEGAL REVIEW

The city attorney's office prepared the draft contract consistent with the direction of the City Council and approves as to form.

FISCAL IMPACT

The salary and benefit costs associated with the appointment of the new City Manager will be covered by the funds approved in the current City Manager's Office budget for fiscal year 2026-2027 and will be incorporated into any future budgets.

RECOMMENDATION

Pending closed session discussion.

