



CITY OF LAWDALE

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

AGENDA OF THE LAWDALE CITY COUNCIL REGULAR MEETING

Monday, June 17, 2024 - 6:30 p.m.

****Harold E. Hofmann Community Center, 2nd Floor Meeting Room****
14700 Burin Avenue

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

How to observe the Meeting:

Due to the relocation of the City Council meeting, members of the public can attend in person to observe the meeting live. The recording of the meeting will be available within 72 hours on [YouTube “Lawndale CityTV”](#), the [City Website](#), and Lawndale Community Cable Television on Spectrum and Frontier Channel 3.

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

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

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

A. **CALL TO ORDER AND ROLL CALL**

B. **CEREMONIALS** (Flag Salute and Inspiration)

C. **PUBLIC SAFETY REPORT**

- a. Los Angeles County Sheriff’s Department Update

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

E. **COMMENTS FROM COUNCIL**

F. **CONSENT CALENDAR**

Items 1 through 6 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2406-082 authorizing the payment of certain claims and demands in the amount of \$1,103,926.85.
3. **Minutes of the Lawndale City Council Regular Meeting, June 3, 2024**
Recommendation: that the City Council approve the minutes.
4. **Senior Citizen Advisory Committee Appointment 2023 – 2025**
Recommendation: that the City Council 1.) Approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2406-084; and 2.) Adopt the resolution as amended.
5. **Request to Approve Amendment to Personnel Rules and Regulations and Service Agreement with NEOGOV for Human Resources Management Software**
Recommendation: that the City Council 1.) Continue to authorize the City Manager to execute the agreement with Governmentjobs.com, Inc. (d/b/a NEOGOV) to provide online application software; and 2.) Approve Resolution No. CC-2406-085, Amending Section 4 Recruitment and Selection of the City's Personnel Rules and Regulations.
6. **Consideration of Claims for Damage against the City**
Recommendation: that the City Council reject the claim filed by the Law Offices of Baker, Burton & Lundy, on behalf of Jennifer Shannon/ Heirs of Sally Shannon and instruct staff to process the appropriate correspondence to the claimant.

G. PUBLIC HEARING

7. **Consideration of Ordinance No. 1207-24 to amend the Lawndale Municipal Code regarding density bonus standards for affordable residential units in order to reflect recent changes within the City of Lawndale**
Recommendation: that the City Council A.) Conduct a public hearing; B.) Determine that Ordinance No. 1207-24 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and C.) Introduce for first reading by title only Ordinance No. 1207-24, an Ordinance amending the Lawndale Municipal Code regarding Density Bonus to reflect recent changes in state law, and waive further reading.

H. ADMINISTRATION

8. **Approval of the Municipal Law Enforcement Services Agreement with the County of Los Angeles for Public Services**
Recommendation: that the City Council approve the Municipal Law Enforcement Services Agreement with the County of Los Angeles for the five (5) year period of June 30, 2024, to July 1, 2029.

9. **Agreement for CDBG Administration Assistance and Implementation and Labor Compliance FY 2024-2029**

Recommendation: that the City Council approve the professional services agreement with MBI for CDBG Administration and Labor Compliance Services.

10. **Professional Service Agreement Extension with De Novo Planning Group for the General Plan and Hawthorne Boulevard Specific Plan (HBSP) Update**

Recommendation: that the City Council approve to extend the professional service agreement with De Novo for the General Plan and HBSP update.

11. **Approve Contract Service Agreement with 4 Leaf Inc. to Provide Building & Safety Community Development Technician Services**

Recommendation: that the City Council 1.) Approve the Contract Service Agreement with 4 Leaf Inc. to provide permit technician services from July 1, 2024, to June 30, 2027; and 2.) Approve the budget reallocation from account 279-410-530.600 (Building & Safety Services) to account 279-410-530.100 (Contract Services) in the amount of \$132,000.

12. **Notice of Completion for 147th Street Crosswalks as part of the FY 2023/24 Annual Striping Project**

Recommendation: that the City Council 1.) Accept the project completion by Superior Pavement Markings, Inc., for the FY 2023/24 Annual Striping Project; 2.) Authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2023/24 Annual Striping Project; and 3.) Authorize staff to release 5% retention in the amount of \$1,919.80 for the FY 2023/24 Annual Striping Project.

13. **Adopt Resolution No. CC-2406-083 of FY 2024-25 Budget List of Projects Road Repair and Accountability Act of 2017- Senate Bill 1 (SB 1)**

Recommendation: that the City Council Adopt the attached Resolution No. CC-2406-083 approving the project list of streets as attached herein Exhibit A – Project Description/Location.

I. **CITY MANAGER REPORT**

J. **ITEMS FROM CITY COUNCILMEMBERS**

14. **Mayor/City Councilmembers Report of Attendance at Meetings and/or Events**

K. **CLOSED SESSION**

15. **Conference with Legal Counsel – Anticipated Litigation**

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), because there is significant exposure to litigation in one (1) case, with a document received as per 54956.9(e)(3) that is not subject to public release due to Evidence Code privilege.

L. ADOURNMENT

The regular meeting scheduled to be held on July 1, 2024, was canceled by order of the City Council on June 3, 2024.

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, July 15, 2024, 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's Department (310) 973-3213 prior to the meeting to inform us of your 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 June 17, 2024, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Palomo

Yvette Palomo, Assistant City Clerk



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

DATE: June 17, 2024
TO: Honorable Mayor and City Council
FROM: Yvette Palomo, Assistant City Clerk *YVP*
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

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

RESOLUTION NO. CC-2406-082

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$1,103,926.85**

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

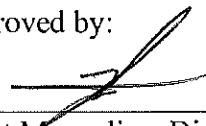
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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

SECTION 3. That the claims and demands paid by check numbers 205948 through 206017 for the aggregate total of \$1,103,926.85 are hereby authorized.

Effective Date: June 17th, 2024

Approved by:



Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 17th day of June 2024.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2406-082 at a regular meeting of said Council held on the 17th day of June 2024, by the following roll call vote:

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

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Number	
Check Date	Beginning Ending Aggregate Total
5/30/2024	205948 205982 143,933.51
6/6/2024	205983 206017 959,993.34

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00
Total Audited Claims and Demands Paid			1,103,926.85

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 05/29/2024
 Time: 4:38 pm
 Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
205948	05/30/2024	Printed		8192	310 KREATIONS	EMERG. LIGHTING, BRACKETS &	975.71
205949	05/30/2024	Printed		8285	ADORAMA INC.	SONY FX6 CAMERA SYSTEM	9,085.46
205950	05/30/2024	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	7,945.77
205951	05/30/2024	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,192.50
205952	05/30/2024	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	1,899.58
205953	05/30/2024	Printed		2207	ASAP SIGN & BANNER, LLC	CHANGE VINYL LETTERS ON	120.00
205954	05/30/2024	Printed		0372C	AT & T	PHONE CHARGES	1,198.41
205955	05/30/2024	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	1,447.50
205956	05/30/2024	Printed		7818	CHILL ENTERTAINMENT	ROLLER SKATING RINK -	2,624.30
205957	05/30/2024	Printed		7795	DICK WAGONER MUFFLER & AC	AC SERVICE REPAIR VEH#504	900.23
205958	05/30/2024	Printed		8308	DAVID DUARTE	CONS & DEMO DEPOSIT REFUND	375.00
205959	05/30/2024	Printed		8250	EMCOR SERVICES MESA ENERGY	REBUILD HVAC PUMP @ CSD	7,234.00
205960	05/30/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	452.70
205961	05/30/2024	Printed		0242	FEDEX	OVERNIGHT SHIPPING CHARGE	51.54
205962	05/30/2024	Printed		6231	GREENLAND SUPPLY INC.	IRRIGATION PARTS	566.72
205963	05/30/2024	Printed		4796	ERICA HARBISON	MILEAGE REIMB. - CACC SEMINAR	228.58
205964	05/30/2024	Printed		6051	INFANTE BROS LAWNMOWER SHOP	HAND BLOWER	1,091.44
205965	05/30/2024	Printed		8309	INLAND PACIFIC MANAGEMENT INC	PLANNING DEPOSIT REFUND	3,934.47
205966	05/30/2024	Printed		8310	JADI ENTERPRISE	CONS & DEMO DEPOSIT REFUND	12,410.00
205967	05/30/2024	Printed		8311	KUSTOM SIGNALS, INC.	SPEED DETECTION GUN REPAIR	661.55
205968	05/30/2024	Printed		1126	LAWNDALE LITTLE LEAGUE INC.	DONATION - COUNCILMEMBER	500.00
205969	05/30/2024	Printed		4779A	LUCILLE SMITH ELEM SCHOOL	DONATION TO STAFF & TEACHER	900.00
205970	05/30/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	34,757.37
205971	05/30/2024	Printed		8286	MARVIN SERVICES INC	OIL & FILTER CHANGE - VEH#517	228.58
205972	05/30/2024	Printed		8297	MV CHENG & ASSOCIATES, INC	ACCOUNTING MANAGER CONSULTING	19,032.50
205973	05/30/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	WIRELESS PRINTER FOR PET FAIR	335.58
205974	05/30/2024	Printed		8098	REECE PLUMBING	IRRIGATION SUPPLIES	35.45
205975	05/30/2024	Printed		8256	REGIONAL TAP SERVICE CENTER	AIRTIME FOR ROUTERS- APR. 2024	15.39
205976	05/30/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	117.05
205977	05/30/2024	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - PW & CITY HALL	169.50
205978	05/30/2024	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES	10,000.00
205979	05/30/2024	Printed		4582	STATE CONTROLLER'S OFFICE	2023 OFFSETS PROGRAM	1,530.04
205980	05/30/2024	Printed		3938	TRANSTECH ENGINEERS INC	PW DIRECTOR/CITY ENGINEER -	21,432.00
205981	05/30/2024	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
205982	05/30/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	381.31
Total Checks: 35						Checks Total (excluding void checks):	143,933.51
Total Payments: 35						Bank Total (excluding void checks):	143,933.51
Total Payments: 35						Grand Total (excluding void checks):	143,933.51

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 06/05/2024
 Time: 5:57 pm
 Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
205983	06/06/2024	Printed		2769	AMAZING BALLOONS BY GEE LLC	DECORATIONS - MEMORIAL DAY	1,474.05
205984	06/06/2024	Printed		8313	ARTLAB21 FOUNDATION	DONATION FROM SIRLEY CUEVAS	100.00
205985	06/06/2024	Printed		2207	ASAP SIGN & BANNER, LLC	CHANGE VINYL LETTERING -	60.00
205986	06/06/2024	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,119.75
205987	06/06/2024	Printed		2829	BEKIM BERISHA	1 ADAPTER FOR LAPTOP	795.89
205988	06/06/2024	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	3,960.00
205989	06/06/2024	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,851.76
205990	06/06/2024	Printed		8210	DATA CENTER WAREHOUSE LLC	2 PRIVACY SCREENS- FIN -	340.73
205991	06/06/2024	Printed		6420	FRIENDS OF THE LAWNDAL	DONATION FROM SIRLEY CUEVAS	100.00
205992	06/06/2024	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	231.76
205993	06/06/2024	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	133.61
205994	06/06/2024	Printed		8279	FS CONTRACTORS, INC.	PROP A - CONCRETE BUS PAD	308,433.65
205995	06/06/2024	Printed		1461	HOUSE OF YAHWEH	DONATION FROM SIRLEY CUEVAS	150.00
205996	06/06/2024	Printed		7362	LA UNIFORM & TAILORING INC	UNIFORMS - MSD - ROBERT LUA	570.77
205997	06/06/2024	Printed		8138	ALDO LARA	VIDEO RECORDING -	850.00
205998	06/06/2024	Printed		0761	LAWNDAL COUNCIL OF PTAS	DONATION FROM SIRLEY CUEVAS	100.00
205999	06/06/2024	Printed		1126	LAWNDAL LITTLE LEAGUE INC.	DONATION FROM SIRLEY CUEVAS	250.00
206000	06/06/2024	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	607,417.95
206001	06/06/2024	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
206002	06/06/2024	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
206003	06/06/2024	Printed		6815	OOH LA-LA FACE PAINTING	FACE PAINTERS/BALLOON TWISTERS	1,790.00
206004	06/06/2024	Printed		1140	PACIFIC TIRE OF LAWNDAL	2 NEW TIRES - VEH#501	820.00
206005	06/06/2024	Printed		0326	LINDA D. PARSLEY	MEALS FOR STAFFS & ELECTED	361.02
206006	06/06/2024	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
206007	06/06/2024	Printed		7170	RESOURCE RECYCLING & RECOVERY	FY2021/22 UNSPENT FUNDS	7,125.65
206008	06/06/2024	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	100.00
206009	06/06/2024	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	1,552.87
206010	06/06/2024	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	4,244.51
206011	06/06/2024	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	130.77
206012	06/06/2024	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	878.66
206013	06/06/2024	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	100.00
206014	06/06/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	198.48
206015	06/06/2024	Printed		8006	ROBERT WASHINGTON	DJ SERVICE - PET FAIR 2024	600.00
206016	06/06/2024	Printed		7147	WEST COAST FIRE PROTECTION	ANNUAL KITCHEN INSPECTION -CSD	1,235.00
206017	06/06/2024	Printed		7927	YOUNG EISNER SCHOLAR	DONATION FROM SIRLEY CUEVAS	150.00
Total Checks: 35							Checks Total (excluding void checks): 959,993.34
Total Payments: 35							Bank Total (excluding void checks): 959,993.34
Total Payments: 35							Grand Total (excluding void checks): 959,993.34

**DRAFT MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
SUCCESSOR AGENCY REGULAR MEETING
LAWNDALE HOUSING AUTHORITY REGULAR MEETING
June 3, 2024**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:31 p.m. in the Harold E. Hofmann Community Center, 2nd Floor Meeting Room, 14700 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember Rhonda Hofmann Gorman, Councilmember Pat Kearney

Councilmembers Absent: Councilmember Sirley Cuevas

Other Participants: City Manager Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Hall, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Sergeant Justin Smith, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Development Manager Jared Chavez, Public Works & City Engineering Oversight Contract Project Manager Ahmad Ansari, Community Services Director Jason Minter

B. CEREMONIALS

Mayor Pro Tem Suarez led the flag salute. Pastor George Magdalany of Hope Chapel Hawthorne Church provided the inspiration.

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Sergeant Smith summarized the recent law enforcement activities.

City Councilmembers thanked Los Angeles County Sheriff's Department (LASD) Deputies for their work.

b. Los Angeles County Fire Department Update

Acting Assistant Fire Chief Brian Kane summarized the recent fire department activities.

City Councilmembers thanked the Los Angeles County Fire Department (LAFD) for their partnership and for hosting the Pancakes with Mayor Robert Pullen-Miles event.

D. PRESENTATION

1. Proclamation – American Public Works Association and the Canadian Public Works Association National Public Works Week

Presentation of City of Lawndale Proclamation Certificate for National Public Works Week, May 19-25, 2024, to the City of Lawndale Public Works Department.

Mayor Pullen-Miles and the City Council presented the City of Lawndale Proclamation Certificate for National Public Works Week, May 19-25, 2024, to the City of Lawndale Public Works Department.

2. Presentation by Southern California Gas Company (SoCalGas)

Presentation by Gabriela Medina, Public Affairs Manager, SoCalGas.

Gabriela Medina, SoCalGas Public Affairs Manager gave the presentation.

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

Ray Hollar, Resident, spoke regarding the Metro C Line (Green) Project that was discussed at the recent Metro Board meeting.

Michelle Pino, Library Manager, announced the library's upcoming events.

Deena Sopko, Resident, thanked the Public Works Department for their customer service, commented on foxtails, and on nominating Lawndale Women's Club for the Wall of Distinction.

Mark Nelson, Retired Edison Development and Planning Executive, provided a public comment via e-mail regarding the Metro C Line (Green) Project that was discussed at the recent Metro Board meeting.

F. COMMENTS FROM COUNCIL

Councilmember Hofmann Gorman thanked everyone that attended tonight's meeting, commented on the Metro C Line (Green) Project discussed at the recent Metro Board meeting, and asked if Lawndale Women's Club qualifies to be nominated to Lawndale's Wall of Distinction.

Councilmember Kearney commented that he attended Metro's Board meeting via telephone and that the Metro Board would not take questions by telephone, asked if the Public Works Department can address the foxtails issue and requested that qualifications criteria for the Lawndale Wall of Distinction be reviewed.

City Manager Moore responded that staff can address the weeds and foxtails issues where the City has jurisdiction and revisit the qualifications criteria for the Lawndale Wall of Distinction.

Mayor Pro Tem Suarez thanked everyone that attended tonight's meeting, commented that she attended Metro's Board meeting via telephone and agrees that there have been service groups that may qualify for the Lawndale Wall of Distinction.

Mayor Pullen-Miles thanked everyone that attended tonight's meeting, commented that he attended the Metro Board meeting, thanked the residents who attended the Metro Board meeting, thanked the library for offering the free lunch program during the summer, suggested proactive right of way parkway cleaning, and agreed that the qualifications criteria for the Lawndale Wall of Distinction should be reviewed.

G. CONSENT CALENDAR

3. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
4. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2406-077 authorizing the payment of certain claims and demands in the amount of \$243,155.51.
5. **Minutes of the Lawndale City Council Regular Meeting, May 20, 2024**
Recommendation: that the City Council approve the minutes.
6. **Second Reading and adoption of ordinance to amend language in Lawndale Municipal Code Section 12.31.010 and Section 12.31.030 to allow for additional enforcement by City Staff**
Recommendation: that the City Council approve this Second Reading of this Ordinance with the new language as written.
7. **Resolution to Approve and Adopt City-Wide Salary Pay Schedule for Fiscal Year 2024-25**
Recommendation: that the City Council approve Resolution No. CC-2406-081 adopting the City of Lawndale's Fiscal Year 2024-25 City-wide Salary/Pay Schedule.
8. **Adoption of Resolutions Setting Forth the November 5, 2024, General Municipal Election**
Recommendation: that the City Council 1.) Adopt Resolution No. CC-2406-074 calling for the November 5, 2024, General Municipal Election, and designating the Assistant City Clerk as the Election Official; 2.) Adopt Resolution No. CC-2406-075 requesting the Board of Supervisors of the County of Los Angeles to consolidate; and 3.) Adopt Resolution No. CC-2406-076 adopting candidate statement regulations.
9. **Potential Cancellation of Upcoming City Council Meetings**
Recommendation: that the City Council 1.) Cancel the City Council meeting on Monday, July 1, 2024; and 2.) Cancel the City Council meeting on Monday, September 2, 2024.

SUCCESSOR AGENCY

10. **Minutes of the Successor Agency Meeting, May 6, 2024**
Recommendation: that the City Council approve the minutes.

LAWNDALE HOUSING AUTHORITY

11. Minutes of the Housing Authority Meeting, May 6, 2024

Recommendation: that the City Council approve the minutes.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Suarez to approve the Consent Calendar. The motion passed by a vote of 4-0-1 with Councilmember Cuevas absent.

H. ADMINISTRATION

CITY COUNCIL/ SUCCESSOR AGENCY/ LAWNDALE HOUSING AUTHORITY

12. Annual Budget Fiscal Year 2024-25

Recommendation: that the City Council adopt Resolution No. CC-2406-078, adopting the fiscal year 2024-2025 operating and capital improvement budget; which includes the City of Lawndale, Lawndale Housing Authority, and Successor Agency to the Lawndale Redevelopment Agency.

Finance Director Manuelian presented the staff report.

Mayor Pullen-Miles commented on the Transient Occupancy Tax increase and revenue increase, staffing expenditures for the Harold E. Hofmann Community Center and asked why the City is hiring four staff when seven positions are budgeted.

Finance Director Manuelian responded that the Budget Ad Hoc Subcommittee recommended to budget for seven staff members, and begin by hiring four staff members.

City Manager Moore explained that four staff will be hired to open the Community Center for the public to rent on the weekends and staff hiring will increase as needed.

Mayor Pro Tem Suarez thanked staff for preparing the Budget report and Councilmember Kearney for serving on the Budget Ad Hoc Subcommittee with her.

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Kearney to adopt Resolution No. CC-2406-078, adopting the fiscal year 2024-2025 operating and capital improvement budget; which includes the City of Lawndale, Lawndale Housing Authority, and Successor Agency to the Lawndale Redevelopment Agency. The motion passed by a vote of 4-0-1 with Councilmember Cuevas absent.

CITY COUNCIL

13. Adoption of Fiscal Year 2024-25 Appropriations Limit

Recommendation: that the City Council adopt Resolution No. CC-2406-079 approving the Appropriations Limit for Fiscal Year 2024-25.

Finance Director Manuelian presented the staff report.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to adopt Resolution No. CC-2406-079 approving the Appropriations Limit for Fiscal Year 2024-25. The motion passed by a vote of 4-0-1 with Councilmember Cuevas absent.

14. Annual Investment Policy – Resolution No. CC-2406-080

Recommendation: that the City Council adopt Resolution No. CC-2406-080, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits.

Finance Director Manuelian presented the staff report.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to adopt Resolution No. CC-2406-080, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without revisions, changes, or edits. The motion passed by a vote of 4-0-1 with Councilmember Cuevas absent.

15. Notice of Completion for the Prop A Concrete Bus Pad Installation Project

Recommendation: that the City Council 1.) Accept the project completion by FS Contractors, Inc., for the Prop A Concrete Bus Pad Installation Project; 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Prop A Concrete Bus Pad Installation Project; and 3.) Authorize staff to release the retention in the amount of \$16,233.35 for the Prop A Concrete Bus Pad Installation Project.

Public Works & City Engineering Oversight Contract Project Manager Ansari presented the staff report.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to accept the project completion by FS Contractors, Inc., for the Prop A Concrete Bus Pad Installation Project; authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Prop A Concrete Bus Pad Installation Project; and authorize staff to release the retention in the amount of \$16,233.35 for the Prop A Concrete Bus Pad Installation Project. The motion passed by a vote of 4-0-1 with Councilmember Cuevas absent.

I. CITY MANAGER REPORT

City Manager Moore thanked staff for preparing the budget in a timely manner and the Budget Ad Hoc Subcommittee for their review of the budget. He commented on the Metro Board's C Line (green) Project agenda item and announced the Health, Safety & Pet Fair to be held on June 8, 2024.

J. ITEMS FROM CITY COUNCILMEMBERS

16. Request Letter of Support for Initiative 23-0017A1

Recommendation: that the City Council consider the following: a.) Support Initiative 23-0017A1; and b.) Approve the draft letter of support (attached) for City Council signatures; or c.) Provide direction to staff.

By consensus, this item was deferred to a future meeting.

17. Consider the Formation of a Local Travel Network Project Ad Hoc Subcommittee (oral report)

Recommendation: that the City Council a.) Consider the request from Mayor Pro Tem Suarez to form a Local Travel Network Project Ad Hoc Subcommittee; or b.) Provide further direction to staff.

By consensus, this item is was discussed after Item No. 18. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events.

18. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

Councilmember Hofmann Gorman attended Pancakes with Mayor Robert Pullen-Miles event, and the City's Memorial Day Remembrance event. Councilmember Hofmann Gorman asked for a status on the Automatic License Plate Readers (ALPR), and Council Chamber upgrade project. She asked if the Neighborhood Watch meetings can be advertised at the Community Services Department and if a lobbyist can be hired for apply to grants on behalf of the City.

Municipal Services Director Reyes responded that the ALPRs will be installed soon, agreed to post a large sign to announce the Neighborhood Watch meetings and announced the Health, Safety & Pet Fair to be held on June 8, 2024, at Jane Addams Park.

Deputy City Manager/Director of Human Resources Felton provided an update on the Council Chamber upgrade project.

Councilmember Kearney attended the Los Angeles County Peace Officers' Memorial, Metro Board meeting by telephone, Pancakes with Mayor Robert Pullen-Miles event, the City's Memorial Day Remembrance event, Los Angeles County Sheriff's Department Contract Law Enforcement Bureau City Council Academy Session IV, and thanked Community Development Manager Chavez for the comment she presented at the Metro Board meeting regarding the Metro C Line (Green) Project.

Mayor Pro Tem Suarez attended the South Bay Cities Council of Governments Board of Directors meeting, the City's Memorial Day Remembrance event, and asked if the Memorial Wall is updated.

City Manager Moore responded that the wall is updated as required.

Mayor Pullen-Miles attended the Metro Board Meeting, thanked Community Development Manager Chavez for the comment she presented at the Metro Board meeting regarding the Metro C Line (Green) Project, and thanked everyone that attended the Pancakes with Mayor Robert Pullen-Miles event. Mayor Pullen-Miles attended the City's Memorial Day Remembrance event, American Legion & Hawthorne Veterans of Foreign Wars Annual Memorial Day Ceremony, City of Inglewood's 75th Annual Memorial Day Service, asked about the lights at the 7-Eleven convenience store on Artesia Avenue and commented that a local business owner praised the City's graffiti removal program.

City Manager Moore responded that there are nuisance issues at the 7-Eleven convenience store; therefore, the owner installed surveillance cameras with bright lights as a deterrent.

Agenda Item J.17. Consider the Formation of a Local Travel Network Project Ad Hoc Subcommittee (oral report) is being considered at this time.

17. Consider the Formation of a Local Travel Network Project Ad Hoc Subcommittee (oral report)

Recommendation: that the City Council a.) Consider the request from Mayor Pro Tem Suarez to form a Local Travel Network Project Ad Hoc Subcommittee; or b.) Provide further direction to staff.

Mayor Pro Tem Suarez explained that the Local Travel Network Project (LTNP) Ad Hoc Subcommittee will explore options and give final recommendations to the City Council.

Mayor Pro Tem Suarez volunteered to be a member of the LTNP Ad Hoc Subcommittee.

Councilmember Kearney volunteered to be a member of the LTNP Ad Hoc Subcommittee.

A motion was made by Mayor Pullen-Miles and seconded by Councilmember Hofmann Gorman to ratify the Mayor's appointment of appointing Mayor Pro Tem Suarez and Councilmember Kearney to the Local Travel Network Project Ad Hoc Subcommittee. The motion passed by a vote of 4-0-1 with Councilmember Cuevas absent.

K. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 8:10 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk
Approved: June 17, 2024



CITY OF LAWNDALE

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

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Senior Citizen Advisory Committee Appointment 2023 - 2025**

BACKGROUND

On June 5, 2023, the City Council adopted Resolution No. CC-2306-023 appointing five members to serve on the Committee from June 5, 2023, to February 28, 2025.

On November 6, 2023, the City Council adopted Resolution No. CC-2311-042 appointing two members to serve on the Committee from November 6, 2023, to February 28, 2025.

On March 18, 2024, the City Council adopted Resolution No. CC-2403-060 appointing two members to serve on the Committee from March 18, 2024, to February 28, 2025.

STAFF REVIEW

To be appointed to the Senior Citizen Advisory Committee (Committee), a person must submit an application, must be at least 55 years of age, and must reside in the City, or participate in the City's senior citizen program and reside within any of the cities commonly known as the South Bay Cities for at least 30 consecutive days before submitting the application. Pursuant to Lawndale Municipal Code Section 2.40.030, the Mayor appoints new members with the approval of the City Council.

The City received one (1) application for appointment to the Committee.

The following applicant has been reviewed by Mayor Pullen-Miles and has been selected for appointment:

Christine C. Salvador

In anticipation that the Mayor would make the appointment and that the City Council would approve the appointment, staff has prepared Resolution No. CC-2406-084 for your consideration.

The Community Services Department and the City Clerk's Department will continue their recruitment efforts to fill the remaining vacancies.

The term for this appointment will start on June 17, 2024, and end on February 28, 2025.

LEGAL REVIEW

The City Attorney has reviewed Resolution No. CC-2406-084 and approved it as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council: 1) Approve the Mayor's appointment by directing staff to insert the appointee's name in Section 1 of Resolution No. CC-2406-084; and 2) Adopt the resolution as amended.

Attachments: A. Resolution No. CC-2406-084
B. Application for Appointment to the Senior Citizen Advisory Committee

ATTACHMENT A

RESOLUTION NO. CC-2406-084

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA,
CONFIRMING APPOINTMENT TO
THE SENIOR CITIZEN ADVISORY COMMITTEE**

WHEREAS, the City Council established, by Resolution No. CC-1407-032, the 12-member Senior Citizen Advisory Committee (“Committee”) of the City of Lawndale; and

WHEREAS, with the adoption of Resolution No. CC-1903-013, Resolution No. CC-1906-029, and Resolution No. CC-1911-054, the City Council appointed eleven Committee members to a term that ended on February 28, 2021; and

WHEREAS, with the adoption of Resolution No. CC-2103-009, the Mayor and City Council extended the Committee members’ terms through February 28, 2023; and

WHEREAS, on June 5, 2023, the City Council adopted Resolution No. CC-2306-023 appointing five members to serve on the Committee from June 5, 2023, to February 28, 2025; and

WHEREAS, on November 6, 2023, the City Council adopted Resolution No. CC-2311-042 appointing two members to serve on the Committee from November 6, 2023, to February 28, 2025; and

WHEREAS, on March 18, 2024, the City Council adopted Resolution No. CC-2403-060 appointing two members to serve on the Committee from March 18, 2024, to February 28, 2025; and

WHEREAS, Committee members serve a term beginning March 1 of each odd-numbered year and ending on February 28 of the succeeding odd-numbered year; and

WHEREAS, an eligible resident has submitted an application for appointment to the Committee; and

WHEREAS, the Mayor and City Council have reviewed the application; and

WHEREAS, the Mayor has appointed one (1) applicant to the Committee and the City Council wishes to ratify the appointment.

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

SECTION 1. The City Council approves the Mayor’s appointment of _____ to the Senior Citizen Advisory Committee.

SECTION 2. All members of the Committee shall serve a term of office to commence on June 17, 2024, and expire on February 28, 2025, unless earlier removed.

SECTION 3. Pursuant to Council Policy No. 93-09, a newly appointed committee member must submit to a background check upon appointment.

SECTION 4. The members of the Senior Citizen Advisory Committee shall serve without compensation, unless the City Council, by resolution or otherwise, provides, but may receive reimbursement for necessary travel and other expenses incurred in the performance of an official duty, when such expenditures are first authorized by the City Council.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2024.

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-2406-084 at a regular meeting of said Council held on the 17th day of June, 2024, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT B



24 APR 30 12:41 PM

CITY OF LAWDALE
APPLICATION FOR APPOINTMENT TO
CITY COMMISSIONS, COMMITTEES AND BOARDS

I am applying for appointment to: (check all boxes that apply)

- | | |
|---|---|
| ☐ Planning Commission | ☐ Beautification Committee |
| ☐ Parks, Recreation & Social Services Commission | ☒ Senior Citizen Advisory Committee |
| ☐ Cable Commission | ☐ Personnel Board |

Name: CHRISTINE C. SALVADOR Daytime Phone: [REDACTED]

Home Address: [REDACTED] City: HAWTHORNE Zip: 90250

E-mail Address: [REDACTED] Yrs. Lived in Lawndale: _____

Occupation: RETIRED Security Guard

Duties: PATROL, Observe + Report + call Police department on Trespassing
TRANSCEN

Employer: ALLIED Universal Work Phone: () _____

Address: [REDACTED] City: TORRANCE Zip: 90503

Educational Background/Degrees: Bachelor Degree Business, MEd. Tech.

Licenses or Special Certificates Held: Guard CARD

List any other committees/commissions on which you have served, and the year(s) of service: NONE

Organizations to which you belong (professional, technical, community, services): _____

State specifically why you wish to serve and why you believe you are qualified for the position. (Use additional paper, if necessary). To help the seniors to have Quality Care, and Activities in The Center.

References (include name and daytime phone number):

- (1) Evelyn Legarala
(2) LARRY STUCH

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 and agree to the following: a) that any or all information on this form may be verified; b) that this document is a public record subject to disclosure under the Public Records Act c) that, if I am appointed, I will be required to submit to a background check by the City.

Signature: [REDACTED] Date: 30 April 2024

The City of Lawndale advises the public, employees and job applicants that it 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.

RETURN THIS FORM TO:

CITY CLERK, CITY OF LAWDALE, 14717 BURIN AVENUE, LAWDALE, CA. 90260
For information call (310) 973-3213



CITY OF LAWNDALE

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

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/ Human Resources Director

SUBJECT: **Request to Approve Amendment to Personnel Rules and Regulations and Service Agreement with NEOGOV for Human Resources Management Software**

BACKGROUND

The City of Lawndale's current recruitment process requires applicants to manually complete and submit employment application materials for vacancies. Interested candidates must either download or retrieve a hard copy of the application from the City, complete, print, sign and either hand-deliver or mail in their application materials to be considered for City employment. In the recent years, staff has noticed a decline in the applicant pools and believe this manual process may be a hinderance for potential candidates' interest in applying for City positions. In efforts to stay competitive and allow for more accessible and convenient ways for applicant to apply for City positions, staff believe it is important to transition to an automated applicant tracking system to streamline the recruitment process and update the City's policy to allow for the electronic processing of applications.

STAFF REVIEW

Currently, the City's Administrative Services/ Human Resources staff receives hard copied applications in-person or by United States mail. Staff manually inputs applicant information into an MS Excel spreadsheet; screen and scan application documents received into an electronic folder; and email to hiring managers for consideration. This paper-based process is inconvenient for both applicants and staff. Today's job seekers are tech savvy. If the application process is too troublesome or antiquated, they can decide to look for potential employers who are up to date with technology. In order to reach highly qualified, talented candidates, it is recommended that the City update its employment application process to expand its recruitment efforts.

Governmentjobs.com, Inc., doing business as NEOGOV, is the leading sole source provider of on-demand public sector human resources software applications. For over 20 years, NEOGOV has been the preferred cloud-based public sector software system chosen and developed to meet the unique needs of public sector employers. Their user-friendly automated paperless systems have become the industry standard, making it easier for potential candidates to apply for career opportunities. NEOGOV currently partners with over 6,000 cities, counties, states, educational institutions, and special districts nationwide, to include many of our surrounding South Bay agencies (Gardena, Lomita, Carson, El Segundo, Manhattan Beach, Redondo Beach, Torrance, etc.).

NEOGO's applicant tracking software module (Insight) will allow the City to post jobs, process and accept applications, schedule interviews, and notify applicants of their status online. The Insight module is the only system that integrates with GovernmentJobs.com, the largest public sector job board, and will broaden the City's ability to recruit experienced public sector candidates nationwide. NEOGOV's comprehensive human resources management software system has several additional modules that the City can implement in the future if it desires.

The NEOGO service agreement was initially signed by the City Manager, under his signing authority, in efforts to initiate the implementation process for the 2024-25 fiscal year. However, staff respectfully requests City Council's approval to continue to authorize the City Manager to execute the service agreement for the human resources software services in an amount not to exceed \$8,910, for a one-year term, with an annual ongoing subscription renewal option. Further, staff is recommending City Council approve Resolution No. CC-2406-085, to amend Section 4 Recruitment and Selection of the City of Lawndale's Personnel Rules and Procedures to update and clarify procedures related to the submittal of applications materials and the City's current onboarding process.

LEGAL REVIEW

The City Attorney has reviewed the attached service agreement and resolution and approves it as to form.

FISCAL IMPACT

The cost for the annual subscription is \$4,950 and a one-time implementation cost of \$3,960 for a total of \$8,910. City Council approved \$10,000 for this item in account 100.150.530.100 (Contract Services within the Administrative Services Department) during the FY 24-25 budget adoption. There is no need for additional appropriations currently.

RECOMMENDATION

Staff respectfully recommends that Lawndale City Council 1) continue to authorize the City Manager to execute the agreement with Governmentjobs.com, Inc. (d/b/a NEOGOV) to provide online application software AND 2) approve Resolution No. CC-2406-085, Amending Section 4 Recruitment and Selection of the City's Personnel Rules and Regulations.

Attachment (s): A) Service Agreement with Governmentjobs.com, Inc. (d/b/a NEOGOV), with Exhibits A-B.
B) Letter from NEOGOV – Sole Source Provider
C) Resolution No. CC-2406-085, Amending Section 4 Recruitment and Selection of the City's Personnel Rules and Regulations

ATTACHMENT A

A photograph of four people—two men and two women—of diverse backgrounds, smiling and interacting in a collaborative manner. They are positioned in front of a red brick wall. The woman on the left has long dark hair and is wearing a light-colored top. The man in the center has short dark hair and a beard, wearing a light blue shirt. The man on the right has short dark hair and a beard, wearing a light blue button-down shirt. The woman on the right has blonde hair and is wearing a striped top. The overall mood is positive and professional.

NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

A close-up photograph showing hands working on a wooden structure, possibly a piece of furniture or a craft project. The hands are wearing gloves, and the wood is light-colored. The background is dark and out of focus.

Exhibit A
Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Dallin McCarthy

Lawndale, City of (CA)
Lawndale, CA
USA

Quote Valid From: 5/16/2024
Quote Valid To: 5/31/2024

Quote Number: Q-15740
Payment Terms: Annual, Net 30
Subscription Term in Months: 12

Employee Count: 45
Order Summary

RECURRING

Service Description	Start Date	End Date	Term Price (USD)
Insight Subscription			\$4,950.00
RECURRING TOTAL:			\$4,950.00

ONE-TIME

Service Description	Start Date	End Date	Term Price (USD)
Insight Setup			\$3,960.00
ONE-TIME TOTAL:			\$3,960.00

ORDER TOTAL (USD) : **\$8,910.00**

A. Terms and Conditions

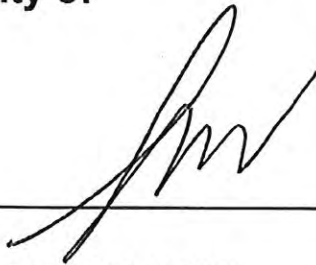
1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (If any).

Initial Term Subscription Fees shall be invoiced on 8/1/2024 and each anniversary thereafter.

**"Lawndale, City of
(CA)"**

Signature:



Print Name:

SEAN M. MOORE

Date:

MAY 22, 2024



SERVICES AGREEMENT

V043024

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least sixty (60) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property Rights.
- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
 - b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.
10. Data Processing and Privacy.
- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior written notice, which may be by direct notice or posting on the NEOGOV website. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

NEOGOV

INSIGHT

RECRUIT

Applicant tracking software
helps you attract and hire high
quality candidates, complete with
compliance reporting.

BENEFITS

IN

TRANSFORM HIRING WITH THE LEADING – *applicant tracking system* – FOR THE PUBLIC SECTOR

Built to serve the public sector, NEOGOV's applicant tracking system automates the hiring process and meets compliance requirements, reducing time to hire. With easy-to-use job application templates and an applicant self-service portal, Insight makes it easier to find and hire more qualified candidates.

With Insight, HR teams can quickly and easily manage all applicants and access recruitment data throughout the application process. List open positions on your company website and accept online applications, while ensuring ADA/ Section 508 Compliance. Ensure compliance with the built-in, auditable, and legally defensible hiring process, complete with reporting on applicants, applicant flow, EEO, adverse impact, and passpoint analysis.

Integrated with NEOGOV's online job board GovernmentJobs.com, Insight allows you to broaden your reach by advertising to job seekers nationwide. Show your agency in the best light with a customized Career Page that lets candidates find your job openings and submit online applications.

CREATED FOR YOU *and your candidates*

- ✓ Public Sector Focus
- ✓ Compliance & Fairness Automation
- ✓ Decreases Time to Hire
- ✓ Automates Recruiting and Hiring



IN

Besides making everything a lot easier, what I value most is that NEOGOV listens to the users and implements our ideas.

JANET FAGER
Kankakee Community College

HIGHLIGHTED FEATURES

CANDIDATE SCORING

As candidates apply, Insight pre-screens them using auto-scoring to highlight the best candidates. By showing weighted scores and rankings based on screening protocols, tests, and interviews, Insight helps you narrow candidates down and find the best fit.

- Configurable screening hurdles and weights
- Customize scoring rules to rank candidates
- Generate and manage your ranked eligible list

COMPREHENSIVE REPORTING

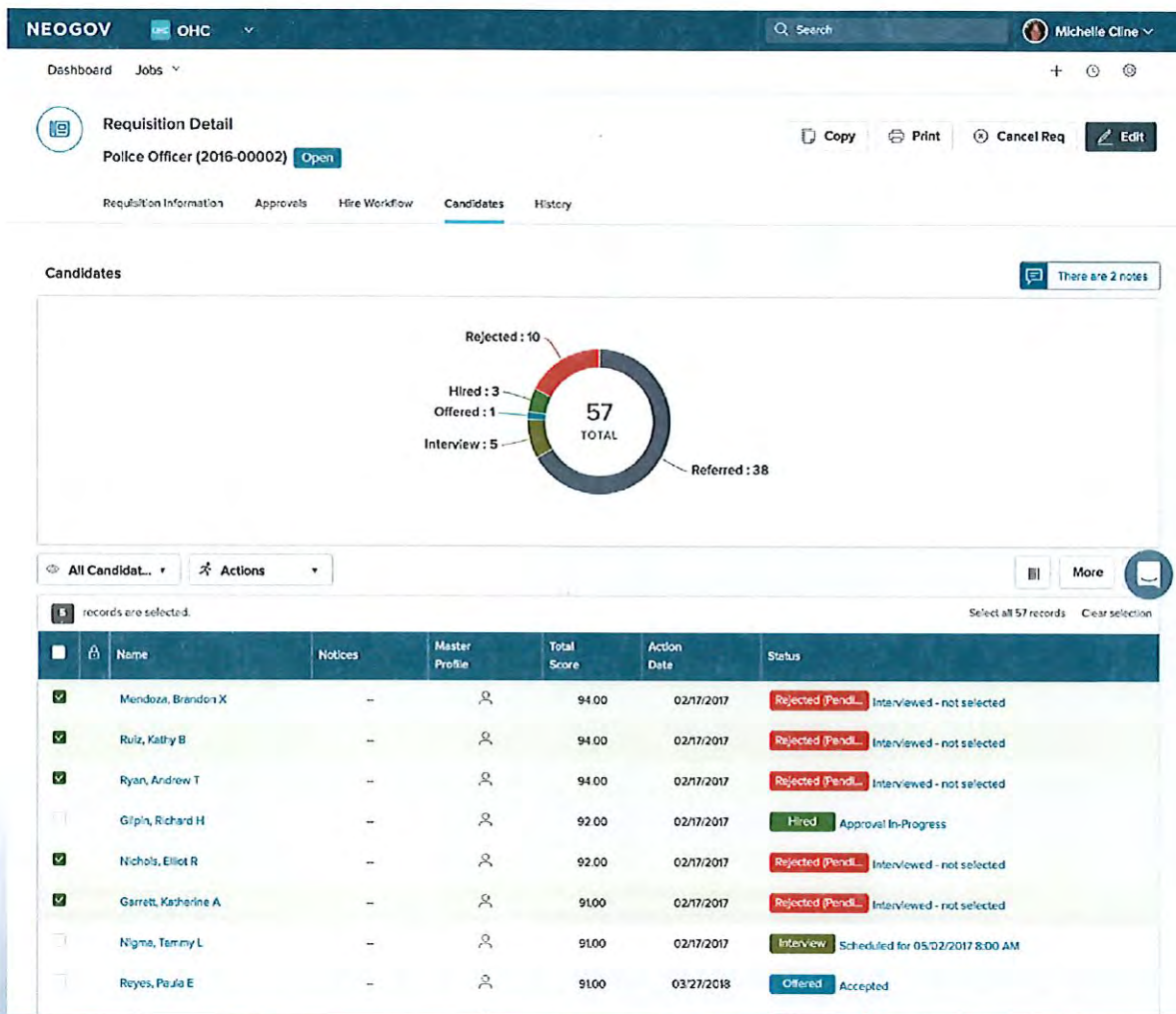
Insight's easy-to-navigate reports and dashboards help optimize the hiring process by offering data visualization and analysis. With Insight you get more than 90 standard reports, advanced ad-hoc reporting, adverse impact statistics, and dashboards that help you make more informed hiring decisions. Monitor job health and boost job postings to increase your exposure and reach more candidates.

- See real-time applicant flow and job posting health and boost jobs that are not attracting enough candidates
- Perform passpoint analysis to ensure hiring does not result in adverse impact
- Analyze recruitment timelines to identify opportunities to reduce your time to hire

CANDIDATE SELF-SERVICE PORTAL

Maintain transparency and streamline communication for both the applicant and HR with an online self-service portal. Save time by giving applicants the ability to check the status of their application and self-schedule written exams, oral panel interviews, and performance tests.

- Allow candidates to monitor where they are in the application process
- View all email notifications sent by the employer in the job seeker inbox
- Access complete application history for all jobs the candidate has applied for



MODERNIZING FOR TODAY'S APPLICANT

Enhance both the applicant and staff experience by eliminating paper and automating processes. In today's age of technology, Insight helps your organization stay up-to-date.

- ✓ Integrate job postings with GovernmentJobs.com
- ✓ Configure online job application forms
- ✓ Ask job-specific supplemental questions to better screen applicants
- ✓ Avoid incomplete applications with required fields



86% of job seekers would use their smartphone to apply for a job.
(Source: Staff.com)

IN

Integration: **BACKGROUND CHECKS**

Accelerate the hiring process by integrating Insight with one of NEOGOV's recommended background check partners.

Insight's background check integration shortens time to hire, provides accurate information about candidates, and ensures compliance with public sector hiring laws. Set up processes online to decrease the amount of time spent routing paperwork manually. Shorten the time required to complete background checks by up to 35% and see a cost savings of up to 15% per candidate.

Give candidates and hiring managers visibility into the status of applications as they move through the background check process.

The system is built to meet compliance requirements for EEOC and FCRA. Generate more accurate background reports and field fewer candidate disputes. Our integration partners report a 10x lower dispute rate compared to manual background checks.

- Shorter time to hire
- Lower risk of noncompliance
- Visibility for HR, hiring managers, and candidate

VENDORS INCLUDE

AccuSource

Alliance₂₀₂₀

assurehire

Checkr

ChoiceScreening

CIC
CREDIT

ESR
EMPLOYMENT SCREENING RESOURCES

FIRSTCHECK

GUARDIAN
ALLIANCE TECHNOLOGIES

OPEN
online

QUICKSEARCH
EMPLOYMENT SCREENING RESOURCES

ScreeningOne®

VerifiedFirst

...and more!

IMPLEMENTATION



DISCOVERY

3 Weeks

KICK OFF

Discovery sets the stage for the implementation by scoping the work needed, creating the timeline, and establishing expectations. Project resources are also assigned, including staff assignments and project management materials.

PHASES 1 & 2 INITIATION

4-8 Weeks

ADMIN TRAINING

Customers start learning the Insight system through a combination of self-paced training modules, demonstrations from the implementation consultant and practicing in a training environment.

PROCESS MATCHING

Existing recruitment processes are mapped onto the Insight system and customers are given the ability to select and configure functionality that meets their needs.

PHASES 3 & 4 PRODUCTION

2-3 Weeks

PRODUCTION ENVIRONMENT SETUP

Implementation Consultants guide customers through setting up the proper system configurations in their production environment. Class spec, department and user imports are also completed during this time.

TESTING & REVIEW

System validation (testing) and full production review are done before the customer signs off on the Insight system for going live.

TRAIN

Ensure successful adoption through end user training for HR Users and Managers. Leverage the online resources available from NEOGOV to conduct training sessions.

Add-On Service: Remote training for end users available for purchase.

POST-IMPLEMENTATION

Ongoing

Transitional support is set up for the live system. Implementation Consultants conduct 30-day and 60-day check-ins to provide additional assistance.

Time to implement subject to change for agencies with more than 2,500 employees.

ATTACHMENT B

February 5, 2024

Subject: NEOGOV Sole Source Letter

To Whom It May Concern:

Governmentjobs.com, Inc. (d/b/a NEOGOV) is the largest provider of out-of-the-box software as a service (“SaaS”) WorkforceManagement Solutions tailored for the public sector and higher education. NEOGOV is the sole source provider of an integrated suite of Workforce management tools designed exclusively for government agencies and institutions of higher education. NEOGOV’s workforce management suite consists of four integrated modules Recruit, Develop, Manage, and Comply. NEOGOV products are built to support the unique needs of public sector HR teams and to automate the entire employee lifecycle while maintaining the highest standard of compliance. As a result of our investment in innovation and unique expertise working in the public sector and education, we have created a one-of-a-kind solution offering the following properties:

Insight and Governmentjobs.com

- Insight is the only applicant management platform fully integrated with the Governmentjobs.com public sector job board; both are manufactured and supported solely by NEOGOV.
- Insight is one of the only applicant tracking systems with a public sector Job Description and Salary Range Database
- Insight is an applicant tracking system with robust public sector time-to-hire data
- Insight has public sector data allowing NEOGOV to provide relevant recruiting analytics to help make informed business decisions, including benchmarking, and time-to-hire data with other area public sector agencies.
- Insight is the only applicant tracking system fully integrated with the Schooljobs.com higher education job board.
- Insight is the only public sector focused applicant tracking system integrated with “Attract”, a Candidate Relationship Management tool (CRM) to better capture candidate leads, manage relationships, automate communications, and measure recruiting data. The integration with Attract allows NEOGOV customers to expand the candidate pool with Governmentjobs.com candidates that have opted-in to receive job notifications for open jobs in their area of interest.

In addition, all NEOGOV training, system documentation, hosting services, information security, and software maintenance for the products listed herein are provided by or through NEOGOV personnel.

Note, this letter is for information purposes only. Please note, this letter is not intended to serve as a legal opinion as to the availability of NEOGOV solutions through any particular procurement method. Recipients are advised to conduct independent analysis to determine whether procurement regulations applicable to their agency permit sole-source procurement.

Please let us know if you require any further information regarding our services.

Sincerely,



Joshua Snyder
NEOGOV VP of Business Development

ATTACHMENT C

RESOLUTION NO. CC-2406-085

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA,
AMENDING SECTION 4 "RECRUITMENT AND SELECTION"
OF THE CITY'S PERSONNEL RULES AND REGULATIONS**

WHEREAS, the City Council previously adopted Resolution No. CC-0008-92, adopting a set of Personnel Rules and Regulations; and

WHEREAS, all amendments to the Personnel Rules and Regulations are adopted by resolution; and

WHEREAS, the City Council desires to amend Section 4.30 "Recruitment and Section" of the Personnel Rules and Regulations to allow for more flexibility in the submittal of applications for employment and clarify certain provisions in compliance with state and federal laws regarding work authorization, disaster service workers, and oath of office.

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

SECTION 1. The City Council of the City of Lawndale hereby amends Section 4.20 "Personnel Applications" of the Personnel Rules and Regulations to read, in its entirety, as follows:

~~"4.20 PERSONNEL—APPLICATIONS: Applications All applications for employment, transfer, or promotion with the City shall be made as prescribed on the job announcements forms—provided and determined by the Human Resources/Personnel Department. All information required by the application shall be provided and the by the applicant and shall be completed in full, signed and dated by the applicant, physically or electronically, to certify as to the truth thereof. Resumes and other supplementary information may be submitted and attached to the application for consideration, but may not be used as a substitute for the application. All applications must be signed and dated by the applicant. Only original applications will be accepted; no facsimile copies will be accepted"~~

SECTION 2. The City Council of the City of Lawndale hereby amends Section 4.70 "Employment Eligibility Verification" to the Personnel Rules and Regulation to read, in its entirety, as follows

~~"4.70 EMPLOYMENT ELIGIBILITY AND VERIFICATION: At the time of appointment, all persons employed by the City of Lawndale shall submit documentation as defined by federal law of the legal authorization to work in be citizens of the United States or legal residents for the purposes of employment."~~

All persons employed by the City of Lawndale shall take and subscribe to the oath of office. Further, all persons employed by the City shall serve as a disaster service

worker in the event that a disaster or state of emergency is declared pursuant to Chapter 2.44 of the Lawndale Municipal Code and the California Emergency Services Act and shall work within the State of California.

SECTION 3. This resolution shall be effective as of the date adopted herein, and all prior resolutions, including any parts thereof, in conflict with this resolution, are hereby rescinded and of no further force or effect.

PASSED, APPROVED AND ADOPTED this 17th day of June, 2024.

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-2406-085 at a regular meeting of said Council held on the 17th day of June, 2024, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney



CITY OF LAWDALE

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

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/ Human Resources Director

SUBJECT: **Consideration of Claims for Damage against the City**

BACKGROUND

The City of Lawndale received a claim for damage on or about June 11, 2024, filed by Albro L. Lundy, III, Esq., Law Offices of Baker, Burton & Lundy, representing Jennifer Shannon/ Heirs of Sally Shannon (Claimant). The claim filed alleged that on or about December 12, 2023, the claimant was involved in a traffic collision with another motorist at the intersection of Inglewood Avenue and Manhattan Beach Boulevard. This matter was referred to the City's third-party claims administrator (Carl Warren & Company) for review and investigation.

STAFF REVIEW

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

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends City Council reject the claim filed by Law Offices of Baker, Burton & Lundy, on behalf of Jennifer Shannon/ Heirs of Sally Shannon and instruct staff to process the appropriate correspondence to the claimant.

Attachments: 1) Claim for Damages to Person or Property and Rejection Notice – Jennifer Shannon/ Heirs of Sally Shannon (CJP-3051758 WRG)

ATTACHMENT 1



CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

'24 JUN 11 10:15AM

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	Jennifer Shannon	Claimant's Occupation	
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address		Claimant's Business Phone #	

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

Attorney Albro Lundy, Baker, Burton & Lundy, 515 Pler Avenue, Hermosa Beach, CA 90254

When did DAMAGE or INJURY occur? Date: 12/12/23 Time: 3:47 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
unknown at this time

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:

Intersection of Inglewood Ave., and Manhattan Beach Blvd.

Describe in detail how the DAMAGE or INJURY occurred.

Decedent Sally Shannon was driving her vehicle on Inglewood Ave. and attempted to make a left turn on to Manhattan Beach Blvd. when she was hit by another vehicle. The police report for this fatal incident has yet to be released. It is expected that more information will be available from the report.

Why do you claim the city is responsible?

See Attachment 1

Describe in detail each INJURY or DAMAGE

Wrongful death of Claimant's mother, Sally Shannon

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	\$
	In excess of	Total estimate prospective damages	\$
General Damages	\$ 5,000,000		
Total Damages incurred to date	\$		In excess of
Total amount claimed as of date of presentation of this claim			\$ 5,000,000

Was damage and/or injury investigated by police? yes If so, what city? Redondo Beach File #: 23-007104

Were paramedics or ambulance called? Yes If so, name city or ambulance unknown

If injured, state date, time, _____

name and address of doctor of your first visit _____

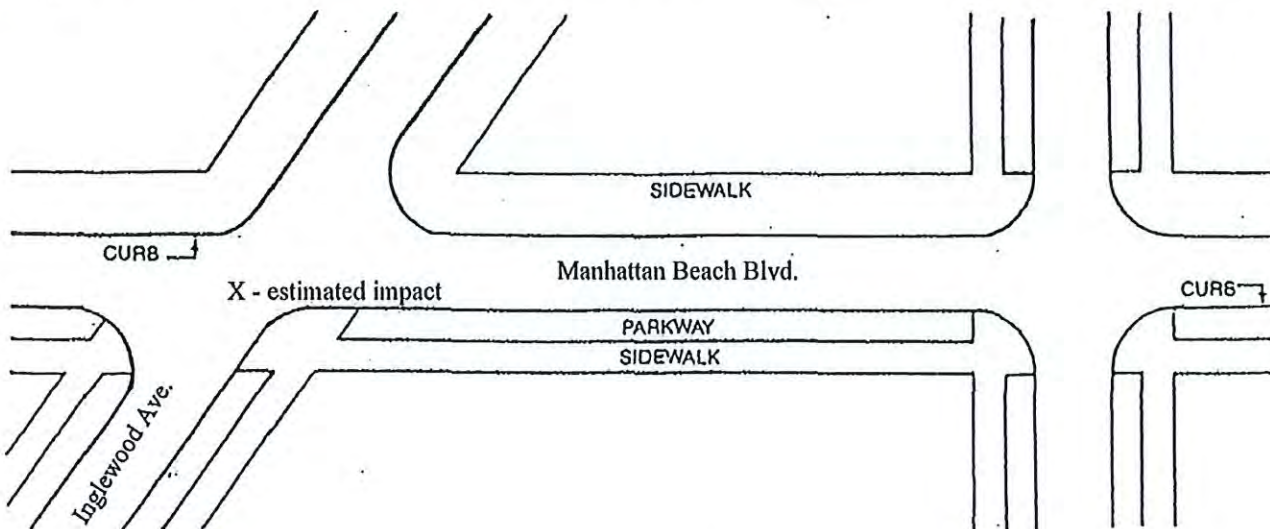
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name <u>unknown</u>	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

Hospital <u>Harbor UCLA Medical Ctr</u>	Address <u>1000 W. Carson St., Torrance</u>	Date of Hospitalization <u>12/12/23</u>
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

Albro L. Lundy, III, Attorney for Claimant

6/10/24

June 12, 2024

TO: City of Lawndale
ATTENTION: Risk Management

RE: Claim	:	Heirs of Sally Shannon vs. City of Lawndale
Claimant	:	Heirs of Sally Shannon
Date of Event	:	December 12, 2023
Claim Number	:	CJP 3051758 WRG

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

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

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,

Emily Gutierrez

Claims Supervisor

Carl Warren & Company, LLC | A Venbrook Company



CITY OF LAWNDAL

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

June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

REVIEWED BY: Jared Chavez, Community Development Manager

PREPARED BY: Jose Hernandez, Associate Planner

SUBJECT: **Consideration of Ordinance No. 1207-24 to amend the Lawndale Municipal Code regarding density bonus standards for affordable residential units in order to reflect recent changes within the City of Lawndale.**

BACKGROUND

California State Density Bonus Laws provide financial incentives to developers to build affordable housing. In 2011, the City of Lawndale City Council established density bonus regulations as required by State law. However, since the City's adoption of its density bonus regulations in 2011, there have been several amendments to the state laws relating to such density bonuses. The most recent amendment in the State's Density Bonus Law (SDBL) was made through the adoption of AB 1287.

Recent State Density Bonus Law Legislation (effective January 1, 2024)

AB 1287 (Alvarez) - New legislation that amended State Density Bonus Law by requiring cities and counties to award an additional (or second) density bonus for projects that have already allocated the maximum amount of affordable housing for very-low income, low-income or moderate-income units.

STAFF REVIEW

California Density Bonus Law (Government Code Section 65915) mandates a city to grant a developer, at the developer's request, a density bonus and concessions or incentives and waivers for affordable housing projects. Since the beginning of SDBL (1979) numerous updates and amendments have occurred to push for more affordable housing in the state of California.

Planning staff reviewed recent SDBL legislation signed by the Governor in October of 2023 and prompted the amendment of the Lawndale municipal code to include the following scale.

<i>Very Low Income</i>	
% (Additional) Very Low Income Units	Percentage (Additional) Density Bonus
5%	20%
6%	23.75%
7%	27.5%
8%	31.25%
9%	35%
10%	38.75%

<i>Moderate-Income</i>	
% (Additional) Moderate Income Units	Percentage (Additional) Density Bonus
5%	20%
6%	22.5%
7%	25%
8%	27.5%
9%	30%
10%	32.5%
11%	35%
12%	38.75%
13%	42.5%
14%	46.25%
15%	50%

The two scales located above will be added into the City of Lawndale’s Municipal Code for consistency with the latest legislation. To be eligible for AB 1287’s additional bonus, a project must satisfy specific criteria. First, the project must propose to construct sufficient very low-income, low-income, or moderate-income units to achieve a 50% base density bonus (i.e., 15% very low-income, or 24% low-income, or 44% moderate-income). These units are still subject to prior requirements, including that any moderate-income units used to satisfy the base bonus be for-sale. The very low and low-income units can either be for-sale or rental units.

Second, after committing to the required minimum base bonus, the applicant has the option to commit to constructing additional very low-income or moderate-income units as part of the project and receive an additional density bonus at specified percentages. These additional very low-income or moderate-income units may be offered as for sale or rental units – the first time that moderate income units qualifying for a density bonus can be offered for rent. As with the base bonus, the additional bonus is calculated based on a percentage of the project’s base density. Thus, this bonus is additive of the initial 50% bonus, meaning a project could obtain a 100% density bonus if providing the required percentage of affordable units.

To illustrate using a project with a base density of 100 units, if the project proposed to reserve 15% of the base units for very low-income households plus 15% for moderate-income households, the project would be entitled to a 100% density bonus (50% from the very low-income units and 50% from the moderate-income units). And, unlike a project that obtains a bonus through only moderate-income units, the additional moderate-income units in a stacked (bonus + bonus) project may offer the moderate-income units for rent. (Govt. Code § 65915(v) [additional “rental or for-sale affordable units to very low income households or moderate income households”].)

ENVIRONMENTAL ASSESSMENT

The Planning Commission made a recommendation to City Council that the proposed amendment is from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15061 (b)(3). Section 15061(b)(3) of the CEQA Guidelines provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This ordinance would make updates consistent with state density bonus housing law.

LEGAL REVIEW

The City Attorney has reviewed Ordinance No. 1207-24 and has approved it as to form.

PUBLIC REVIEW

The Notice of public hearing was posted on the City's notice board located outside City Hall and published in the *Daily Breeze* on June 7, 2024.

COMMISSION REVIEW

On May 22, 2024, the Planning Commission held a public hearing, reviewed and approved Resolution No. 24-09 recommending that the City Council adopt draft Ordinance No. 1207-24.

FISCAL IMPACT

No additional funding required.

RECOMMENDATION

It is recommended that the City Council:

- A. Conduct a public hearing;
- B. Determine that Ordinance No. 1207-24 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
- C. Introduce for first reading by title only Ordinance No. 1207-24, an Ordinance amending the Lawndale Municipal Code regarding Density Bonus to reflect recent changes in state law, and waive further reading.

Attachments: *A. Ordinance No. 1207-24*
 B. Planning Commission Resolution No 24-09

Attachment A.
Ordinance No. 1207-24

DRAFT ORDINANCE NO. 1207-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, ADDING SECTION 17.50.045 TO CHAPTER 17.50 OF TITLE 17 OF THE LAWNSDALE MUNICIPAL CODE REGARDING DENSITY BONUS STANDARDS FOR AFFORDABLE RESIDENTIAL UNITS IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW

SUMMARY: This ordinance amends standards for density bonuses for residential developments that include affordable units to reflect changes in state law.

WHEREAS, Government Code Section 65915 requires cities to provide certain incentives, concessions or density bonuses to an applicant constructing housing units, a portion of which are restricted as affordable units or units restricted for senior citizens; and

WHEREAS, in 2011, the City Council of the City of Lawnsdale ("City Council") established density bonus regulations as required by State law. However, since the City's adoption of its density bonus regulations in 2011, there have been amendments to the state laws relating to such density bonuses. The most recent changes to state density bonus law, effective as of January 1, 2024 include AB 1287:

AB 1287 (Alvarez) - New legislation that will amend State Density Bonus Law by requiring cities and counties to award an additional (or second) density bonus for projects that have already allocated the maximum amount of affordable housing for very-low income, low-income or moderate-income units.

WHEREAS, the amendments to the City's density bonus regulations, Lawnsdale Municipal Code ("LMC") Chapter 17.50, are intended to ensure compliance with state law; and

WHEREAS, at a properly noticed public hearing held at a regular meeting of the Planning Commission of the City on May 22, 2024, the Planning Commission considered this issue and adopted Resolution No.24-09 recommending that the City Council adopt this Ordinance; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on June 17, 2024 in the Harold E. Hoffman Community Center (2nd Floor Meeting Room) located at 14700 Burin Avenue, Lawnsdale, California, to consider the Planning Commission's recommendation on this matter as set forth in its Resolution No. 24-09.

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

SECTION 1. The City Council of the City of Lawnsdale makes the following findings:

A. The above recitals are true and correct and incorporated fully herein.

B. Amendments to the City's Zoning Code (LMC Title 17, Chapter 17.50) made by this Ordinance are consistent with the General Plan of the City of Lawndale.

SECTION 3. Section 17.50.045 is added to Chapter 17.50 of the Lawndale Municipal Code to read, in its entirety, as follows:

“17.50.045 Additional density bonus for very low, low, and moderate income units.

- A. Provided that the resulting housing development would not restrict more than 50 percent of the total units to moderate-income, lower income, or very low income households, a city, county, or city and county shall grant an additional density bonus calculated pursuant to paragraph (B) when an applicant proposes to construct a housing development that conforms to the requirements under Section 17.50.030 of the Lawndale Municipal Code, agrees to include additional rental or for-sale units affordable to very low income households or moderate income households, and meets the requirements under Section 17.50.030 (A) of the Lawndale Municipal Code.
- B. A city, county, or city and county shall grant an additional density bonus for a housing development that meets the requirements under Section 17.50.030 (B) of the Lawndale Municipal Code, calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	23.75
7	27.5
8	31.25
9	35
10	38.75

Percentage Moderate-Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

- C. The increase required by Section 17.50.030 (A) and (B) shall be in addition to any increase in density granted under this chapter of the municipal code.
- D. The additional density bonus required under this section shall be calculated using the number of units excluding any density bonus awarded by this chapter.”

SECTION 4. The City Council hereby finds and determines that the proposed amendments are exempt from the California Environmental Quality Act ("CEQA") pursuant to 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. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The amendments to the Lawndale Municipal Code would only update the City’s density bonus standards for affordable residential units in order to reflect recent changes in state law.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify the passage and adoption of this ordinance and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at the City Hall and the United States Post Office, Lawndale Branch.

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2024.

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 duly approved and adopted the foregoing Ordinance No. 1207-24 at its regular meeting held on the 17th day of June, 2024, by the following roll call vote:

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

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory Murphy, City Attorney

RESOLUTION NO. 24-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAWNDALE, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL AMEND THE LAWNDALE MUNICIPAL CODE REGARDING STATE DENSITY BONUS MANDATES IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW (CITY-WIDE) AND ADOPT A FINDING OF CEQA EXEMPTION

WHEREAS, Government Code Section 65915 requires cities to provide certain incentives, concessions or density bonuses to an applicant constructing housing units, a portion of which are restricted as affordable units or units restricted for senior citizens; and

WHEREAS, in 2011, the City Council of the City of Lawndale ("City Council") established density bonus regulations as required by State law. However, since the City's adoption of its density bonus regulations in 2011, there have been amendments to the state laws relating to such density bonuses. The most recent amendment to state density bonus law, effective as of January 1, 2024 is AB 1287:

AB 1287 (Alvarez) - New legislation that will amend State Density Bonus Law by requiring cities and counties to award an additional (or second) density bonus for projects that have already allocated the maximum amount of affordable housing for very-low income, low-income or moderate-income units.

WHEREAS, the amendments to the City's density bonus regulations, Lawndale Municipal Code ("LMC") Chapter 17.50, are intended to ensure to ensure compliance with changes in state law; and

WHEREAS, on May 22, 2024 the Planning Commission conducted a duly noticed public hearing on the proposed amendments to make recommendations to the City Council; and

WHEREAS, 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 Planning Commission has reviewed, analyzed and studied said proposal.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LAWNDALE, CALIFORNIA DOES HEREBY RESOLVE AND RECOMMEND AS FOLLOWS:

Section 1. The Planning Commission finds and determines that the recitals above are true and correct.

Section 2. The Planning Commission further finds and determines that the changes to the City's Zoning Code made by this Ordinance are consistent with the General Plan of the City of Lawndale. Additionally, the proposed updates to the Lawndale Municipal Code would bring the City's code in compliance with state density bonus law pertaining to affordable residential units.

Section 3. The Planning Commission does hereby recommend that the City Council amend the Lawndale Municipal Code, by adopting the proposed ordinance, amending the code's density bonus standards for affordable residential units in order to reflect recent changes in state law.

Section 4. The Planning Commission does hereby recommend that the City Council find and determine that the proposed amendments are exempt from the California Environmental Quality Act ("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. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The amendments to the Lawndale Municipal Code would update the City's density bonus standards for affordable residential units in order to reflect recent changes in state law.

PASSED, APPROVED AND ADOPTED THIS 22ND DAY OF MAY 2024

Ni Kal S. Price, Chairperson
Lawndale Planning Commission

ATTEST

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LAWDALE)

I, Jared Chavez, Community Development Manager for the City of Lawndale, California, do hereby certify that the foregoing **Resolution No. 24-09** was duly approved by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the **22ND day of May, 2024** by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Jared Chavez,
Community Development Manager

Attachment B.
Planning Commission Resolution No. 24-09

RESOLUTION NO. 24-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAWNDAL, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL AMEND THE LAWNDAL MUNICIPAL CODE REGARDING STATE DENSITY BONUS MANDATES IN ORDER TO REFLECT RECENT CHANGES IN STATE LAW (CITY-WIDE) AND ADOPT A FINDING OF CEQA EXEMPTION

WHEREAS, Government Code Section 65915 requires cities to provide certain incentives, concessions or density bonuses to an applicant constructing housing units, a portion of which are restricted as affordable units or units restricted for senior citizens; and

WHEREAS, in 2011, the City Council of the City of Lawndale ("City Council") established density bonus regulations as required by State law. However, since the City's adoption of its density bonus regulations in 2011, there have been amendments to the state laws relating to such density bonuses. The most recent amendment to state density bonus law, effective as of January 1, 2024 is AB 1287:

AB 1287 (Alvarez) - New legislation that will amend State Density Bonus Law by requiring cities and counties to award an additional (or second) density bonus for projects that have already allocated the maximum amount of affordable housing for very-low income, low-income or moderate-income units.

WHEREAS, the amendments to the City's density bonus regulations, Lawndale Municipal Code ("LMC") Chapter 17.50, are intended to ensure to ensure compliance with changes in state law; and

WHEREAS, on May 22, 2024 the Planning Commission conducted a duly noticed public hearing on the proposed amendments to make recommendations to the City Council; and

WHEREAS, 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 Planning Commission has reviewed, analyzed and studied said proposal.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LAWNDAL, CALIFORNIA DOES HEREBY RESOLVE AND RECOMMEND AS FOLLOWS:

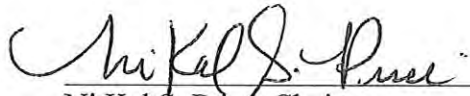
Section 1. The Planning Commission finds and determines that the recitals above are true and correct.

Section 2. The Planning Commission further finds and determines that the changes to the City's Zoning Code made by this Ordinance are consistent with the General Plan of the City of Lawndale. Additionally, the proposed updates to the Lawndale Municipal Code would bring the City's code in compliance with state density bonus law pertaining to affordable residential units.

Section 3. The Planning Commission does hereby recommend that the City Council amend the Lawndale Municipal Code, by adopting the proposed ordinance, amending the code's density bonus standards for affordable residential units in order to reflect recent changes in state law.

Section 4. The Planning Commission does hereby recommend that the City Council find and determine that the proposed amendments are exempt from the California Environmental Quality Act ("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. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The amendments to the Lawndale Municipal Code would update the City's density bonus standards for affordable residential units in order to reflect recent changes in state law.

PASSED, APPROVED AND ADOPTED THIS 22ND DAY OF MAY 2024



Ni Kal S. Price, Chairperson
Lawndale Planning Commission

ATTEST

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LAWNDAL)

I, Jared Chavez, Community Development Manager for the City of Lawndale, California, do hereby certify that the foregoing **Resolution No. 24-09** was duly approved by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the **22ND day of May, 2024** by the following roll call vote:

AYES: Martinez, Sitka, Urrutia

NOES:

ABSENT: Price, Smith

ABSTAINED:



Jared Chavez,
Community Development Manager

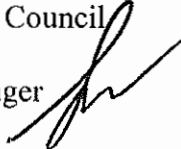


CITY OF LAWDALE

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

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Raylette Felton, Deputy City Manager/ Human Resources Director 
Michael Reyes, Director of Municipal Services 
Hrant Manuelian, Director of Finance/City Treasurer 

SUBJECT: **Approval of the Municipal Law Enforcement Services Agreement with the County of Los Angeles for Public Services**

BACKGROUND

The Municipal Law Enforcement Services Agreement between the City of Lawndale (City) and the County of Los Angeles (County) allows the County to provide law enforcement functions by the Los Angeles County Sheriff's Department. The current five (5) year Municipal Law Enforcement Services Agreement covered the period beginning July 1, 2019, and will expire on June 30, 2024. It is recommended that City Council review and approve the renewal of the Municipal Law Enforcement Services Agreement for another five (5) year period, beginning July 1, 2024, through June 30, 2029.

STAFF REVIEW

The City has engaged in service agreements directly with various County departments to provide ongoing specialized complex services, such as law enforcement. Over the past year, a subcommittee from the California Contract Cities Association (CCCA), consisting of City Managers, collaborated with the County and the Los Angeles Sheriff's Department (LASD) to negotiate and revise the Municipal Law Enforcement Services Agreement (Agreement), which will become effective July 1, 2024, through June 30, 2029, unless sooner terminated or extended as outlined in the Agreement. The proposed agreement includes revisions to the agreement that were mutually agreed upon by the County and the CCCA subcommittee, which includes the following:

- Performance standard measures – performance is based on service minutes. This change will allow for the contract service minutes to be accounted for by each service unit (patrol, motor, etc.) rather than current method of all contract service minutes combined into one standard measure. This will allow for more accountability to cities receiving the level of service expected when procuring specific resources
- Vehicle retention - ability to regain access to a purchased vehicles within 24 months when a new deputy is added to service, after the new deputy is reinstated. This change codifies the language and extends it from 12 to 24 months giving more flexibility for a city to avoid incurring a new vehicle cost.

- Transfer of City property to the County – provide language that clarifies process for maintaining inventory of City equipment (non-vehicles) used by the County and the transferring City purchased property/equipment to the County.
- Equipment Replacement – establish protocols and timelines for the replacement of equipment if the original equipment takes more than 60 days to be returned.
- Continue Indemnification negotiations - includes Section 5.4 of the Agreement and the attached Letter of Understanding between the County and the CCCA, which will allow the parties to continue negotiations to address the contract cities concerns related to the indemnity language and liability costs associated with the contract service activities and amending the language. The purpose is to ensure the long-term viability of the Liability Trust Fund; established a balance in who pays for settlements and litigations; and provide an incentive to the County to reduce risk and overall losses incurred by both the County and the contract cities.

Besides the changes noted above, the Agreement is the standard contract used by the Sheriff's Department for contract cities and outlines the full range of public safety services to be provided to the City by the County of Los Angeles. The current Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form is also attached for the Council's review. This form is reviewed and signed annually by both the City and County to verify the County's service level as part of this Agreement.

The County and CCCA has jointly prepared a revised renewal Agreement for the City's consideration and execution (Attached). The County plans to present the Agreement before the Board of Supervisors for adoption and approval on June 25, 2024. Renewing the Agreement will allow the County to continue to facilitate law enforcement services to the City's constituents seamlessly.

LEGAL REVIEW

The City Attorney's office has reviewed and approved the Municipal Law Enforcement Services Agreement with the County of Los Angeles as to form.

FISCAL IMPACT

The funding for the Los Angeles Municipal Law Enforcement Services Agreement is budgeted annually. For fiscal year 2024-2025 the costs for these services were budgeted at \$7,576,048. This budget was based on the prior year cost plus an increase of 3.44% on average as provided by the Sheriff's department. At this time no additional budget appropriations are needed.

RECOMMENDATION

Staff recommends that the City Council approve the Municipal Law Enforcement Services Agreement with the County of Los Angeles for the five (5) year period of June 30, 2024, to July 1, 2029.

Attachment (s): A. County of Los Angeles Municipal Law Enforcement Services Agreement for July 1, 2024, to July 1, 2029, with Attachments A-C.

- B. Letter of Understanding Between Los Angeles County and Contract Cities Association Regarding Liability Trust Fund
- C. FY 2023-24 Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form and Contract City Law Enforcement Services and Equipment Master Rate Sheet

ATTACHMENT A

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAWNSDALE**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAWDALE_**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of June_, 2024 by and between the County of Los Angeles ("County") and the City of Lawndale ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¼ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items, with the calculation determined by service unit type, requires consultation with the City manager or his/her designee. For the purpose of this section, exigent circumstances are defined as such cases where the immediacy of deployment is of such nature where prior consultation is materially detrimental to public safety and the length of such deployment does not exceed 24 hours.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have

any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the

Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%) for each service unit type, then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%) for each service unit type, then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the

City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.

3.3.1 The Sheriff's Department shall monitor and make every attempt to backfill vacant and impaired (to include loaned) sworn supervisory overhead positions by the beginning of the following quarter.

3.3.2 The Sheriff's Department will work with the City to provide an appropriate tool and/or reports to demonstrate adequate service level compliance under this Agreement. Such service level compliance reports include, but not limited to, daily staffing levels, service levels, deployment of service units, daily deputy activity, or similar type data that is reasonably available.

3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1, and attached hereto as an Amendment to this Agreement.

3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.

3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth

in Paragraphs 3.4 and 3.5 above.

- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.
- 3.9 When a contracted service unit, requiring the procurement of a vehicle at the onset of service, is deleted from the Service Level Authorization (SH-AD-575) , and the City reinstates said service unit within a 24-month period, the City will not be required to procure a vehicle.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, technology, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.2.1 All bailments require a separate Bailment Agreement governing the County's use of the bailed equipment. Such Bailment Agreements shall be administered at the station level. A bailment is a legal arrangement where one party (City) temporarily transfers possession of specific property or assets to another party (County) to facilitate the provision of certain services.

4.2.2 All donations made by a City to the County will be governed by the most current Sheriff's Department donation procedures.

4.2.3 The County, through the Sheriff's Department, acknowledges its obligation to maintain an inventory of all non-vehicle equipment owned by the City ("City Equipment") provided to the County for its use. The inventory shall include, but not limited to, a detailed description of each item of City Equipment, its serial number (if applicable), its condition upon receipt, and its location. The County shall be responsible for regularly updating and maintaining the inventory of City Equipment, including documenting any changes in the status, condition, or location

of equipment. The inventory shall be kept current and accurate at all times during the term of this Agreement. Upon request by the City, the County shall provide access to the inventory records and facilitate any necessary inspections or audit of the City Equipment. The County shall cooperate fully with the City in verifying the accuracy and completeness of the inventory. In the event of loss, damage, or theft of any City Equipment while under the custody or control of the County, the County shall promptly notify the City in writing and provide a detailed explanation of the circumstances surrounding the incident. All inventory records shall be completed and maintained at the station level.

- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.

- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.
- 5.4 Notwithstanding anything to the contrary contained in the Agreement, the indemnification term under this section shall be in effect for a period of nine (9) months, through and including March 31, 2025, with an automatic six-month (6) renewal thereafter, through and including September 30, 2025 (“Indemnification Extension”), unless: (a) this section is amended at any time prior to September 30, 2025; or (b) the entire Agreement is terminated earlier, pursuant to Section 7.0 of this Agreement. If the parties continue to perform under the Agreement after the expiration of the Indemnification Extension without any amendment to this section in accordance with Section 11.0, then the indemnification term under this section will be automatically renewed and incorporated herein for the entire duration of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2024 through June 30, 2029, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one hundred eighty (180) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 7.5 In the case of termination of this Agreement, the Sheriff will provide only such duties as are required by law.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County

Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the invoice due date, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's

intention to do so.

10.0 NOTICES

10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

10.3 Notices to the City of shall be addressed as follows:

City of Lawndale
Attn: City Manager
Address: 14717 Burin Ave., Lawndale, CA 90260
Phone #: 310-973-3200

11.0 AMENDMENTS

11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment

Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAWNSDALE**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ROBERT G. LUNA
Sheriff

Date _____

CITY OF LAWNSDALE

By _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

ATTACHMENT A



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)

Attachment A

CITY: Lawndale

FISCAL YEAR: 2024-2025

EFFECTIVE DATE: 7/1/2024

RANK, RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHNG.	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12.5%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT												
Deputy Sheriff, 40-Hour Unit	306	2.00	2.00	0.00	\$ 368,924.00	\$ 737,848.00	\$ 92,231.00	\$ 830,079.00	2,086	4,172	250,320	2.332
Deputy Sheriff, 56-Hour Unit	307	7.00	7.00	0.00	\$ 516,493.00	\$ 3,615,451.00	\$ 451,931.38	\$ 4,067,382.38	2,920	20,440	1,226,400	11.424
Special Assignment Deputy, Non-Relief	278	4.00	4.00	0.00	\$ 335,385.00	\$ 1,341,540.00	\$ 167,692.50	\$ 1,509,232.50	1,789	7,156	429,360	4.00

DEPUTY SHERIFF SERVICE UNIT (BONUS)

Deputy Sheriff, Bonus I, Non-Relief	305	1.00	1.00	0.00	\$ 361,026.00	\$ 361,026.00	\$ 45,128.25	\$ 406,154.25	1,789	1,789	107,340	1.00
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GROWTH DEPUTY UNIT

GRANT DEPUTY UNIT

SUPPLEMENTAL POSITIONS

Sergeant, Supplemental, Non-Relief	353	1.00	1.00	0.00	\$ 307,637.00	\$ 307,637.00	\$ -	\$ 307,637.00	1,789	1,789	107,340	1.00
Motor Deputy, Non-Relief	305A	1.00	1.00	0.00	\$ 335,385.00	\$ 335,385.00	\$ 41,923.13	\$ 377,308.13	1,789	1,789	107,340	1.00
Law Enforcement Technician (w/out veh), Non-Relief	339	0.50	0.50	0.00	\$ 122,440.00	\$ 61,220.00	\$ 7,652.50	\$ 68,872.50	1,789	895	53,670	0.50

Estimated Cost for Service Units: \$ 6,760,107.00

Total Liability (12.5%): \$ 806,558.75

Estimated Subtotal: \$ 7,566,665.75

Public Safety Equipment Cost (See page 3): \$ 5,000.00

Estimated Total Annual Cost: \$ 7,571,665.75

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD.

Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

Report Prepared By:

UNIT COMMANDER NAME

SIGNATURE

DATE

Jason R Lee

6/6/2024

SERGEANT

DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

Processed at CLEB By:

CITY OFFICIAL NAME

SIGNATURE

DATE

SERGEANT

DATE

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

Attachment A

CITY: Lawndale FISCAL YEAR: 2024-2025 EFFECTIVE DATE: 7/1/2024

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED	
		EM	AM	AM	EM	AM	PM						
DEPUTY SHERIFF SERVICE UNIT													
Deputy Sheriff, 40-Hour Unit	2.00			2.00								2.00	
Deputy Sheriff, 56-Hour Unit	7.00	1.00	2.00	1.00	1.00	1.00	1.00					7.00	
Motor Deputy, Non-Relief	1.00							1.00				1.00	
Special Assignment Deputy, Non-Relief	4.00								4.00			4.00	
DEPUTY SHERIFF SERVICE UNIT (BONUS)													
Deputy Sheriff, Bonus I, Non-Relief	1.00									1.00		1.00	
Routine City Helicopter Agreement													
										YES		NO	
License Detail - Business & Renewal Applications										YES		NO	
License Detail - Acts on Violations Observed within the City										YES		NO	
Other Supplemental Services										YES		NO	
NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.													

Sworn						
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD
Hours	0	1,789	1,789	1,789	24,612	7,156
Minutes	0	107,340	107,340	107,340	1,476,720	429,360
Personnel	0.000	1.000	1.000	1.000	13.756	4.000

Civilian			
	SSO	LET/CSA/CA/PCO	Clerical
Hours	0	895	0
Minutes	0	53,670	0
Personnel	0.000	0.500	0.000

Agreement

City Official: _____

Unit Commander: _____

Default for FY 2024-2025



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

Attachment A

CITY: Lawndale

FISCAL YEAR: 2024-2025

Equipment				
MDC Type	SERVICE CODE	#	RATE	TOTAL COST
ALPR With Install				
ALPR System 5th Year	680D	1.00	\$ 5,000.00	\$ 5,000.00

Total Public Safety Equipment Cost: \$ 5,000.00

Default for FY 2024-2025

ATTACHMENT B

**CONTRACT LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 12.5%

Deputy Sheriff Service Unit Rates		
Rank / Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Non-Relief	\$ 335,385.00	310
Deputy Sheriff, 40-Hour Unit	\$ 368,924.00	306
Deputy Sheriff, 56-Hour Unit	\$ 516,493.00	307
Deputy Sheriff, 70-Hour Unit	\$ 645,616.00	308
Special Assignment Deputy, Non-Relief	\$ 335,385.00	278
Catalina Deputy, Non-Relief	\$ 334,861.00	324

Deputy Sheriff Service Unit (Bonus) Rates		
Rank / Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I, Non-Relief	\$ 361,026.00	305
Deputy Sheriff, Bonus I, 40-Hour Unit	\$ 397,128.00	301
Deputy Sheriff, Bonus I, 56-Hour Unit	\$ 555,980.00	302
Deputy Sheriff, Bonus I, 70-Hour Unit	\$ 694,975.00	303

Growth Deputy Unit Rates		
Rank / Relief Factor	Annual Rate	Service Code
Growth Special Assignment Deputy, Non-Relief	\$ 233,680.00	204
Growth Deputy Generalist, Non-Relief	\$ 233,680.00	335
Growth Deputy Generalist, 40-Hour Unit	\$ 272,471.00	573
Growth Deputy Generalist, 56-Hour Unit	\$ 381,366.00	582
Growth Deputy Generalist, 70-Hour Unit	\$ 476,707.00	583
Growth Motor Deputy, Non-Relief	\$ 252,024.00	424
Growth Deputy Bonus I, Non-Relief	\$ 254,004.00	336

Grant Deputy Unit Rates		
Rank / Relief Factor	Annual Rate	Service Code
Grant Special Assignment Deputy	\$ 233,680.00	312
Grant Motor Deputy, Non-Relief	\$ 252,024.00	422
Grant Deputy Generalist, Non-Relief	\$ 233,680.00	386
Grant Deputy Bonus I, Non-Relief	\$ 254,004.00	384

Supplemental Positions Rates		
Rank / Relief Factor	Annual Rate	Service Code
Captain, Non-Relief	\$ 457,914.00	321
Lieutenant, Non-Relief	\$ 364,606.00	342
Sergeant, Patrol, Non-Relief	\$ 389,902.00	631
Sergeant, Supplemental, Non-Relief	\$ 307,637.00	353
Motor Sergeant, Non-Relief	\$ 324,341.00	348
Motor Deputy, Non-Relief	\$ 335,385.00	305A
Watch Deputy, Non-Relief	\$ 249,796.00	354
Community Services Assistant (w/ veh), Non-Relief	\$ 84,226.00	325
Community Services Assistant (w/out veh), Non-Relief	\$ 80,327.00	327
Crime Analyst, Non-Relief	\$ 166,637.00	329
Custody Assistant, Non-Relief	\$ 136,462.00	331
Forensic ID Specialist II, Non-Relief	\$ 206,497.00	356
Information Systems Analyst I, Non-Relief	\$ 181,206.00	332
Intermediate Clerk, Non-Relief	\$ 89,517.00	338
Law Enforcement Technician (w/ veh), Non-Relief	\$ 123,400.00	340
Law Enforcement Technician (w/out veh), Non-Relief	\$ 122,440.00	339
Operations Assistant I, Non-Relief	\$ 118,285.00	343
Operations Assistant II, Non-Relief	\$ 146,942.00	344
Operations Assistant III, Non-Relief	\$ 168,289.00	345
Secretary V, Non-Relief	\$ 128,003.00	346
Security Assistant, Non-Relief	\$ 67,750.00	362
Security Officer, Non-Relief	\$ 105,091.00	347

Senior Information Systems Analyst, Non-Relief	\$ 237,072.00	334
Station Clerk II, Non-Relief	\$ 111,495.00	351
Skynight Observer, Non-Relief	\$ 361,026.00	349
Supervising Station Clerk, Non-Relief	\$ 134,799.00	352

MDC Type Rates		
Equipment	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance - FZ-40	\$ 9,839.00	198
MDC New Purchase, Data & Maintenance - GETAC V110	\$ 8,805.00	164
MDC Data & Maintenance Only	\$ 1,780.00	595

ALPR With Install Rates		
Equipment	Annual Rate	Service Code
ALPR New Install 1st Year (5yr Program)	\$ 5,000.00	680
ALPR System 2nd Year	\$ 5,000.00	680A
ALPR System 3rd Year	\$ 5,000.00	680B
ALPR System 4th Year	\$ 5,000.00	680C
ALPR System 5th Year	\$ 5,000.00	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

ATTACHMENT C

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

- 1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

- 2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.
- 2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 2.3 The Equipment shall not be used or operated as follows:
 - 2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

- 3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.

- 3.4 Maintenance and repairs provided by the County under the Agreement may be performed by the County, its third party vendors, and/or the manufacturer of the Equipment.
- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, will make best efforts to provide a temporary replacement piece of Equipment if such extended time exceeds or is projected to exceed sixty (60) calendar days. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or

delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.

ATTACHMENT B

**LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND CONTRACT CITIES ASSOCIATION
REGARDING CONTRACT CITIES LIABILITY TRUST FUND**

The Los Angeles County Sheriff's Department (LASD) provides law enforcement services to 42 cities in Los Angeles County (Contract Cities) through the Municipal Law Enforcement Services Agreement (MLESA). The MLESA is negotiated every five years, and we are pleased to have reached agreement with the Contract Cities on a five-year MLESA renewal, effective July 1, 2024. We value our mutual goal and partnership to keep our communities safe.

During the negotiation of the renewed MLESA, both Contract Cities and the County of Los Angeles (County) agreed that continued discussions around the MLESA's indemnification provisions are warranted. The increasing value of legal settlements and jury verdicts, escalating insurance costs, and other factors have raised concerns about the potential for exposure to liability at severe or unanticipated levels.

This Letter of Understanding (LOU) sets forth the framework within which the County and Contract Cities intend to continue discussions around the MLESA's indemnification provisions. It is not intended, nor shall it be construed, to impose any monetary or legal duty upon either party.

I. PURPOSE

The purpose of this LOU is to memorialize the County's and Contract Cities' mutual intent to continue to discuss potential changes to the indemnification provisions contained in Section 5.0 (Indemnification) of the MLESA, and to discuss funding models and practices with respect to liability costs.

In the renewed MLESA, the parties agreed to maintain the indemnification language from the prior MLESA for a period of nine (9) months, with an automatic extension for an additional six (6) months, to allow these continued discussions to take place. Neither the County nor Contract Cities are committing to any particular resolution or agreement resulting from these discussions, and this LOU is not enforceable against either the County or Contract Cities.

II. TOPICS FOR DISCUSSIONS

The County and Contract Cities intend to discuss the specific topic areas identified below. These topic areas are described generally so as not to be unduly prescriptive or limiting. However, the County and Contract Cities do not intend by this LOU to discuss topic areas outside the reasonable scope of the Assumption of Liability Agreement, Indemnity Agreement, Special Indemnity Agreement and those items listed below, and agree that limiting discussion to these topic areas will ensure that discussions proceed in a focused, orderly, and timely manner.

1. Acts or omissions by LASD employees that will not be considered "Contract City business" for the purposes of determining whether the LTF shall pay for resulting litigation costs and liability.
2. Loss control measures to reduce liabilities paid for by the LTF.
3. A formal process to resolve disputes between the County and Contract Cities over responsibility for certain costs of litigation or liability.
4. Responsibility for the costs to defend LASD employees and punitive damages awards under certain circumstances, including but not limited to, when employees are engaged in conduct outside the course and scope of their employment, illegal or sexual activity or with willful disregard for the safety of others.
5. Participation by Contract Cities in the selection of attorneys for Priority 1 & 2 cases, as well as discussions of which firms should be on the panel..
6. Defining what constitutes timely notice by the County to Contract Cities' claims and the ramification of a failure to do so.
7. Litigation cost reduction measures.
8. Addressing the solvency of the LTF.
9. Discuss other fee-for-service models that reflect the County's desire to fully recover its cost of providing MLESA services in Contract Cities, including any liability costs, and the Contract Cities' desire to reduce liability costs associated with the existing MLESA structure.

III. MEETING SCHEDULE AND FORMAT

Within 15 days of the execution of this LOU by all parties, the parties will mutually agree on a meeting schedule. Meetings will take place no less than monthly, either in person or virtually. To foster meaningful and productive discussions, the County and Contract Cities intend to limit their respective number of participants at each meeting to no more than six (6) representatives each. County representatives will include, at a minimum, the Chief Executive Office, LASD, and County Counsel. Contract Cities' representatives will include, at a minimum, Contract Cities Executive Director, the California Joint Powers Insurance Authority, and a representative from the City Managers workgroup. This does not restrict the use of external professionals to assist in any technical analysis beneficial to the discussions.

IV.

COUNTY OF LOS ANGELES

By: _____
Signature

Date: _____

Name: _____

Title: _____

LOS ANGELES SHERIFF'S DEPARTMENT

By: _____
Signature

Date: _____

Name: _____

Title: _____

CONTRACT CITIES ASSOCIATION

By: _____
Signature

Date: _____

Name: _____

Title: _____

ATTACHMENT C



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)

ATTACHMENT A

CITY: Lawndale

FISCAL YEAR: 2023-2024

EFFECTIVE DATE: 7/1/2023

DEPUTY SHERIFF SERVICE UNIT

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PRIV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	40-Hour Unit	306	2.00	2.00	0.00	\$ 356,640.00	\$ 713,280.00	\$ 85,593.60	\$ 798,873.60	2,086	4,172	250,320	2,332
Deputy Sheriff	56-Hour Unit	307	7.00	7.00	0.00	\$ 499,296.00	\$ 3,495,072.00	\$ 419,408.64	\$ 3,914,480.64	2,920	20,440	1,226,400	11,424
Special Assignment Deputy	Non-Relief	278	4.00	4.00	0.00	\$ 324,218.00	\$ 1,296,872.00	\$ 155,624.64	\$ 1,452,496.64	1,789	7,156	429,360	4,000

DEPUTY SHERIFF SERVICE UNIT (BONUS)

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PRIV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff, Bonus I	Non-Relief	305	1.00	1.00	0.00	\$ 348,030.00	\$ 348,030.00	\$ 41,763.60	\$ 389,793.60	1,789	1,789	107,340	1,000
					0.00				\$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PRIV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

SUPPLEMENTAL POSITIONS

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PRIV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Sergeant, Supplemental	Non-Relief	353	1.00	1.00	0.00	\$ 298,507.00	\$ 298,507.00		\$ 298,507.00	1,789	1,789	107,340	1,000
Law Enforcement Technician (w/out veh)	Non-Relief	339	0.50	0.50	0.00	\$ 119,186.00	\$ 59,593.00	\$ 7,151.16	\$ 66,744.16	1,789	895	53,670	0,500
Motor Deputy	Non-Relief	305A	1.00	1.00	0.00	\$ 324,218.00	\$ 324,218.00	\$ 38,906.16	\$ 363,124.16	1,789	1,789	107,340	1,000
					0.00				\$ -		0	0	0.000

Estimated Cost for Service Units: \$ 6,535,572.00 Total Liability (12%): \$ 748,447.80 Estimated Subtotal: \$ 7,284,019.80

Public Safety Equipment Cost (See page 3): \$ 5,000.00

Estimated Total Annual Cost: \$ 7,289,019.80

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD.
Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MESA.

LASD Approval By:

MONICA L. BOTTULO

~~James Tatro~~
UNIT COMMANDER NAME

SIGNATURE

DATE

6/27/23

Report Prepared By:

Jason Lee
SERGEANT

5/30/2023
DATE

City Approval By:

Sean M. Moore

CITY OFFICIAL NAME

"I certify that I am authorized to make this commitment on behalf of the City."

SIGNATURE

DATE

6/13/23

Processed at CLEB By:

JASON LEE 07/11/23

SERGEANT

DATE



ATTACHMENT A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

City: Lawndale Fiscal Year: 2023-2024 Effective Date: 7/1/2023

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	4.00								4.00			4.00
40-Hour Unit	2.00			2.00								2.00
56-Hour Unit	7.00	1.00	2.00	1.00	1.00	1.00	1.00					7.00
70-Hour Unit	0.00											0.00
Motor (Non-Relief)	1.00							1.00				1.00
DEPUTY BONUS												
Non-Relief	1.00								1.00			1.00
40-Hour Unit	0.00											0.00
56-Hour Unit	0.00											0.00
70-Hour Unit	0.00											0.00
GROWTH DEPUTY												
Deputy	0.00											0.00
SAD	0.00											0.00
Bonus I	0.00											0.00
Motor (Non-Relief)	0.00											0.00
GRANT DEPUTY												
Deputy	0.00											0.00
SAD	0.00											0.00
Bonus I	0.00											0.00
Motor (Non-Relief)	0.00											0.00
Routine City Helicopter Billing Agreement YES ☐ NO ☒												
License Detail - Business License & Renewal Applications YES ☐ NO ☒												
License Detail - Acts on Violations Observed within the City YES ☐ NO ☒												
S.T.A.R. Deputy Program YES ☐ NO ☒												
Other Supplemental Services YES ☐ NO ☒												
NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.												

Sworn							Total
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	
Hours	0	1,789	1,789	1,789	24,612	7,156	37,135
Minutes	0	107,340	107,340	107,340	1,476,720	429,360	2,228,100
Personnel	0.000	1.000	1.000	1.000	13.756	4.000	20.756

Civilian				Total
	SSO	LET/CSA/CA/PCO	Clerical	
Hours	0	895	0	895
Minutes	0	53,670	0	53,670
Personnel	0.000	0.500	0.000	0.500

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
SMS DEPLOYMENT CONTRACT UPDATED:	YES ☐	NO ☐	N/A ☐
MINUTE PROGRAM IN RAPS UPDATED:	YES ☐	NO ☐	N/A ☐

Initials
City Official:
Unit Commander:



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

ATTACHMENT A

CITY: Lawndale FISCAL YEAR: 2023-2024

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
ALPR System 4th Year	Year 4	680C	1	\$ 5,000.00	\$ 5,000.00
Total Public Safety Equipment Cost:					\$ 5,000.00

Initials

City Official: _____

Unit Commander: _____

CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT MASTER RATE SHEET

Liability Rate: 12.0%

DSSU Rates

Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 324,218	310
Deputy Sheriff	40-Hour Unit	\$ 356,640	306
Deputy Sheriff	56-Hour Unit	\$ 499,296	307
Deputy Sheriff	70-Hour Unit	\$ 624,120	308
Special Assignment Deputy	Non-Relief	\$ 324,218	278
Catalina Deputy	Non-Relief	\$ 295,847	324

DSSU Bonus I Rates

Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 348,030	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 382,833	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 535,966	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 669,957	303

Growth/Grant Deputy Rates

Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 226,605	335
Growth Deputy Generalist	40-Hour Unit	\$ 264,221	573
Growth Deputy Generalist	56-Hour Unit	\$ 369,819	582
Growth Deputy Generalist	70-Hour Unit	\$ 462,274	583
Growth Special Assignment Deputy	Non-Relief	\$ 226,605	204
Growth Deputy Bonus I	Non-Relief	\$ 246,740	336
Growth Motor Deputy	Non-Relief	\$ 244,174	424
Grant Deputy Generalist	Non-Relief	\$ 226,605	386
Grant Special Assignment Deputy	Non-Relief	\$ 226,605	312
Grant Deputy Bonus I	Non-Relief	\$ 246,740	384
Grant Motor Deputy	Non-Relief	\$ 244,174	422

Supplemental Rates

Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 448,565	321
Lieutenant	Non-Relief	\$ 354,112	342
Sergeant, Patrol	Non-Relief	\$ 377,917	631
Sergeant, Supplemental	Non-Relief	\$ 298,507	353
Motor Sergeant	Non-Relief	\$ 314,708	348
Watch Deputy	Non-Relief	\$ 242,476	354
Motor Deputy	Non-Relief	\$ 324,218	305A
Community Services Assistant (w/ veh)	Non-Relief	\$ 79,105	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 78,006	327
Crime Analyst	Non-Relief	\$ 162,211	329
Custody Assistant	Non-Relief	\$ 132,846	331
Forensic ID Specialist II	Non-Relief	\$ 200,989	356
Information Systems Analyst I	Non-Relief	\$ 176,380	332
Senior Information Systems Analyst	Non-Relief	\$ 230,769	334
Intermediate Clerk	Non-Relief	\$ 87,140	338
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 119,186	339
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 120,202	340
Operations Assistant I	Non-Relief	\$ 115,142	343
Operations Assistant II	Non-Relief	\$ 143,042	344
Operations Assistant III	Non-Relief	\$ 163,826	345
Secretary V	Non-Relief	\$ 124,601	346
Security Assistant	Non-Relief	\$ 65,982	362
Security Officer	Non-Relief	\$ 102,289	347
Station Clerk II	Non-Relief	\$ 108,540	351
Supervising Station Clerk	Non-Relief	\$ 131,222	352
Skynight Observer	Non-Relief	\$ 348,030	349

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates

Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol - Ford Explorer PIU Hybrid AWD	2023-2024	\$ 105,841	378
B/W Tahoe 2WD	2023-2024	\$ 102,552	399
B/W Motorcycle	2023-2024	\$ 65,292	381
Solid Patrol Vehicle with Cage (SAO Sergeant/Detectives)	2023-2024	\$ 100,339	118A
Solid Patrol Vehicle without Cage (SAO Sergeant/Detectives)	2023-2024	\$ 98,168	118B
Ford Escape SUV Hybrid (White Fleet - CSA, SSO, LET)	2023-2024	\$ 65,951	203
Ford Explorer PIU Hybrid (Street Package - Executive)	2023-2024	\$ 80,689	201
Ford F-150 Police Responder BW	2023-2024	\$ 108,211	205
K-9 Vehicle (B/W Tahoe 2WD)	2023-2024	\$ 114,050	593

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance - CF-31	Year 1	\$ 8,785	198
MDC New Purchase, Data & Maintenance - GETAC V110	Year 1	\$ 8,389	164
MDC Data & Maintenance Only	Year 2+	\$ 1,685	595
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	680
ALPR System 2nd Year	Year 2	\$ 5,000	680A
ALPR System 3rd Year	Year 3	\$ 5,000	680B
ALPR System 4th Year	Year 4	\$ 4,650	680C
ALPR System 5th Year	Year 5	\$ 4,650	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.



CITY OF LAWNDALE

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

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez Community Development Manager

SUBJECT: **Agreement for CDBG Administration Assistance and Implementation and Labor Compliance FY 2024-2025**

BACKGROUND

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

The City is currently utilizing the services of Michael Baker International, Inc. (“MBI”) to implement and assist with the administration of its CDBG program and labor compliance. The current contract was executed on July 1, 2020, and has been extended twice already, with the current term ending on June 30, 2021.

One April 9, 2024, the Community Development Department opened a Request for Proposal (“RFP”) for CDBG Administration Assistance, Implementation, and Labor Compliance and set the submission deadline to May 9, 2024, for interested parties to apply. The RFP was used as a tool to ensure an open and competitive process for selecting qualified firms for the requested services. Staff received one response to the RFP.

STAFF REVIEW

On May 9, 2024, the Community Development Department received one response to the RFP. The response was from Michael Baker International which is the consultant that is currently handling our CDBG contract. Staff reviewed the response and selected Michael Baker which will be awarded a one-year contract for their services, with the option for a maximum of two (2) one-year contract extensions. Contracts in the past could not exceed a total of 3 years (base year with up to two year, yearly extensions). HUD recently approved LA County’s request to execute 5 year agreements (see attached bulletin).

LEGAL REVIEW

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

FISCAL IMPACT

Sufficient funding will be proposed in the FY 2024-25 budget for these CDBG Administrative Professional Services, to be considered by the City Council at an upcoming meeting. Such funding of \$57,000 #530.200.

Funding for the optional years will be included in the draft budgets for Fiscal Years 2025-26 and 2026-27, FY 2027-28, FY 2028-29 as those documents are prepared.

RECOMMENDATION

Staff recommends that the City Council approve the professional services agreement with MBI for CDBG Administration and Labor Compliance Services.

Attachments: a) CDBG Administration Assistance and Labor Compliance Services Agreement
 b) Submitted Proposal from Michael Baker International, Inc.
 c) LACDA Bulletin, Terms of Contracts

Attachment “A”

CDBG Administration Assistance and Labor Compliance Services Agreement

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
CDBG ADMINISTRATION ASSISTANCE AND IMPLEMENTATION
AND LABOR COMPLIANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July, 2024, by and between the City of Lawnsdale, a municipal corporation ("City"), and Michael Baker International, Inc. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of fifty-six thousand six hundred ninety dollars (\$56,690.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 1, 2024, and continue in full force and effect until completion of the services no later than June 30, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

CITY:
CITY OF LAWNDAL, E,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

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

By: _____
Name: Michael Tylman

Title: Assistant Secretary

By: _____

Name: William Hoose

Title: Associate Vice President

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

EXHIBIT "A"

SCOPE OF SERVICES

CDBG ADMINISTRATION AND IMPLEMENTATION

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

1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.
2. Prepare and submit to City a quarterly status report of all CDBG projects.
3. Develop time lines for each approved CDBG project, establishing key dates for review, and accomplishments and progress monitoring.
4. Review and maintain files for all CDBG projects.
5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.
6. Monitor and maintain all financial records relevant to CDBG-funded projects and reconcile any record discrepancies.
7. Prepare monthly reimbursement requisitions to the Los Angeles County Development Authority for all CDBG projects.
8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.
9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.
10. Establish and maintain all operating assignments with CDBG sub-recipients.
11. Prepare all CDBG-related submissions, as required by the Department of Housing and Urban Development ("HUD") and the Los Angeles County Development Authority ("LACDA") (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).
12. Perform liaison functions between the City and the Los Angeles County Development Authority.
13. Prepare all CDBG-related documents, including reports, contracts, agreements, and amendments.

14. Develop, prepare, and submit project amendments, as required, for all CDBG-funded projects.
15. Advise the City and ensure proper implementation of all CDBG program changes, including the implementation of a Commercial Rehabilitation and Residential Rehabilitation Program.
16. Prepare and submit a Cost Summary and all necessary documentation for the upcoming CDBG program year.
17. Conform with the mandatory regulatory provisions of the Urban County CDBG Program.
18. Be available at City Hall as necessary to complete all work items.

LABOR COMPLIANCE SERVICES

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

1. Review the Grant Agreement and CDBG Wage and Labor Compliance requirements for construction projects with project team (City, Construction Project Manager).
2. Prepare various reports for Wage and Labor Compliance including but not limited to Contract and subcontract activity (HUD Form 2516), Contracting and enforcement activity (HUD Form 4610) and Section 3 reporting. All reports will be delivered to City for review before the reporting deadlines and originals of the fully signed/executed final reports will thereafter promptly be delivered to the City.
3. Meet with City staff, LACDA, and/or local HUD representatives, as necessary, on the reporting requirements and worksite labor component supervision including proper documentation of all required paperwork.
4. Provide telephone support and attend meetings as requested by City.
5. Provide services for administering, monitoring and enforcing Labor Standards Provisions for CDBG-assisted construction projects administered by the City as needed including:
 - Assist and advise Project Construction Managers in the preparation of the Wage and Labor requirement sections for the Construction Bid Documents.
 - Determine the specific labor standards parameters applicable for each construction project.

- Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs.
- Ensure that the Federal Labor Standards Provisions (HUD Form 4010) are incorporated in specifications and/or contract(s).
- Ensure that the applicable DOL Wage Decisions are incorporated in project specifications and/or contract(s).
- Ensure that wage determinations are current at bid opening or other appropriate dates.
- Verify the contractor's eligibility to contract with Federal and State agencies.
- Conduct meetings to inform contractors of wage and reporting obligations.
- Identify and initiate requests for additional work classifications and wage rates as needed.
- Conduct Employee Field Interviews to confirm worker classifications and wage rates for the project's workforce (including apprentices) conform to the applicable Wage Decisions.
- Perform continuous and timely monitoring reviews of CPRA (California Public Records Act) and related submissions for compliance.
- Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.
- Inform the prime contractor of his/her responsibility to ensure that subcontractors make restitution payments or to make restitution payments on behalf of the subcontractors.
- Identify violations and investigate complaints of underpayment to workers.
- Submit a *Labor Standards Violation Report* and *5.7 Enforcement Report* to LACDA for complaints involving underpayments to workers.
- Refer cases for informal review and/or make recommendations for debarment.
- Require escrow accounts to ensure payment of outstanding wages.
- Close out escrow accounts in a timely manner in accordance with Federal Regulations and CDBG Contract and Labor Compliance Guidelines.
- Maintain a Labor Standards Administration & Enforcement file and document all activities.

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

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

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

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

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

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

Source of Funds

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

Patent Rights

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

Copyright

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

Records

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

- **FEDERAL REQUIREMENTS**

- **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** During the Performance of this Agreement, the Consultant agrees as follows:

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

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

- In the event of the Consultant's non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Consultant will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.
- CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.
- SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

- “SECTION 3” COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended in 12 U.S.C, 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- The parties of the Agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement. The parties to this Agreement certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.
- The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.
- The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of availability to comply with the requirement of these regulations.
- Compliance with provision of Section 3 of the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.

- **LOBBYING CERTIFICATION.** The Consultant certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or a making of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - The Consultant certifies that if any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying" in accordance with its instructions.
 - The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- **DISCLOSURE AND COMPLIANCE.** Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to the execution of this contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but no limited to 24 C.F.R Part 85, Section 85.36(b).
 - **CLEAN AIR AND WATER ACTS.** The Consultant agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 U.S.C., 1857, et seq.
 - Clean Water Act
 - Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended by Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
 - National Environmental Policy Act of 1969.
 - HUD Environmental Review Procedures (24 C.F.R., Part 58)
 - Energy Policy and Conservation Act

- Executive Order 11738

- LABOR STANDARDS. Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with Executive Order 11246, the Davis Bacon Act as amended, the provision of Section 103 and 107 of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Consultant shall maintain documentation which demonstrates compliance with hour and wages requirement of this part. Such documentation shall be made available to the City for review upon request.
- Consultant agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under C.F.R., Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wages rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Consultant of its obligation, if any, to require payment of the higher wage.

- LOS ANGELES COUNTY REQUIREMENT

- The Consultant certifies that it is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031); and
- That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code; and
- That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Rates of Compensation

<u>Staff Person:</u>	<u>Hourly Rate:</u>
Project Director	\$225.00
Project Manager	\$170.00
Labor Compliance Manager	\$140.00
Labor Standards Compliance Officer	\$125.00

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

- Items 1-18 of the CDBG Administration Scope of Services: **\$27,000**
 - Labor Compliance Scope of Services: **\$30,000**
- \$57,000**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

Attachment “B”

Submitted Proposal from Michael Baker International, Inc.

May 9, 2024

Jared Chavez
Community Development Manager
CITY OF LAWNSDALE
14717 Burin Avenue
Lawnsdale, California 90260

**RE: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IMPLEMENTATION AND
ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES**

Dear Ms. Chavez:

Michael Baker International (Michael Baker) is pleased to submit this proposal to administer and implement the City of Lawnsdale's Community Development Block Grant (CDBG) programs and to monitor the City's CDBG-funded construction projects for compliance with federal labor standards. Michael Baker was founded in 1940 and over the past 80 years has evolved into a leading global provider of engineering, planning, and other consulting services.

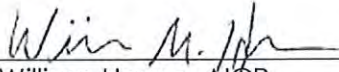
This proposal is based on the information provided in the City's Request for Proposals (RFP), as well as our familiarity with applicable federal and state regulations and our considerable experience in administering CDBG-funded programs for cities across California, and particularly for cities like Lawnsdale that receive CDBG funds through the Los Angeles County Development Authority (LACDA).

Michael Baker is proposing to provide all services required for the successful administration and implementation of the City's CDBG programs at costs that fall within the activity delivery fees allowed by the LACDA for such services. The project team we have assembled is extremely well qualified to provide these services, having a combined 80+ years of housing and community development experience. Most importantly, our project team members have administered and implemented CDBG programs for numerous California cities and counties, including 12 cities that received their CDBG funds through the LACDA. Our staff is quite familiar with the policies, procedures, and expectations of the LACDA related to the utilization of CDBG funds.

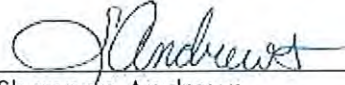
We believe that our proposal is fully responsive to the City's RFP and that the services being offered by Michael Baker will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner. This proposal and the price quotations contained herein are firm and irrevocable for one year following consultant selection. The proposal has been signed by our vice president, William Hoose, who has the authority to bind the firm to proposals and execute agreements.

We sincerely appreciate the opportunity to submit this proposal and look forward to assisting the City with the administration and implementation of its CDBG programs. If you have any questions regarding this proposal, please contact Shannon Andrews at (562) 202-0893 or shannon.andrews@mbakerintl.com.

Sincerely,



William Hoose, AICP
Vice President



Shannon Andrews
Project Manager

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TECHNICAL PROPOSAL

Executive Summary

Michael Baker International (Michael Baker) is a leading global provider of engineering, planning, and other consulting services. The firm, which is a corporation, was founded in 1940 and provides a comprehensive range of innovative services and solutions to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 3,500 employees in over 90 offices located across the United States and internationally.

In addition to its extensive urban and environmental planning and engineering capabilities, Michael Baker can offer its clients a full array of housing and community development services. The firm's staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources, and particularly the federal Community Development Block Grant (CDBG) program. Based on our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. We have assisted numerous Southern California communities with the general administration and implementation of CDBG programs, and particularly cities like Lawndale that receive CDBG funds through the Los Angeles County Development Authority (LACDA). Our staff is also highly proficient at performing labor standards compliance monitoring for CDBG-funded construction projects.

Michael Baker is proposing to provide all the services being requested by the City as identified in the Scope of Services section of the RFP and at costs that fall within the activity delivery fees allowed by the US Department of Housing and Urban Development (HUD) and the LACDA for such services. These services will be provided by a highly qualified team of housing and community development specialists based in our Long Beach office, who collectively have over 80 years' experience working with the CDBG program. Most importantly, they have an extensive working knowledge of the processes, procedures, performance expectations, and financial reporting requirements of the LACDA.

Approach

It is our understanding that the City of Lawndale is seeking a consultant for the administration and implementation of the City's CDBG programs. The consultant to be assigned to the position must exhibit extensive experience in the implementation and administration of the programs, contract administration, and project management and labor compliance for CDBG-funded construction projects. We further understand that the City participates in the Los Angeles Urban County CDBG program. As such, the City receives its annual allocation of CDBG funds from HUD through the LACDA, which will require experience and knowledge of the processes, procedures, performance expectations, and financial reporting requirements associated with participation in the LACDA administered CDBG programs.

During the 2024–2025 fiscal year, the City will have approximately \$270,000 in CDBG funds available. The City is looking for a consultant who can ensure proper and timely expenditure of these CDBG program funds and provide federal labor standards compliance.

Michael Baker's technical approach to administering the City's annual CDBG grant involves assigning a well-qualified team to provide these services. Our designated project manager, Shannon Andrews, will report directly to City. She will serve as the lead person for the general administration of the City's annual CDBG grant funds. Micheal Neal will assist Ms. Andrews with the preparation of annual planning documents, the submittal of required financial and performance reports to the LACDA, and the monitoring of CDBG-funded programs.

Sandra Lee will perform Labor Standards Compliance monitoring under the direction of Damien Delany, labor compliance manager. Finally, Damien Delany will also provide corporate oversight of the assignment and be available to back up and render technical assistance to Ms. Andrews as needed.

The qualifications and roles of our team members are further discussed in the proposal's Management and Staffing section.

Ms. Andrews and Mr. Neal will establish schedules for the preparation of work products in concert with City. They will be responsible for ensuring adherence to the established schedules and keeping City staff apprised of the status of the work being performed. They will also inform the City of any problems or obstacles to program implementation as soon as they are encountered. Any work products requiring the City's approval, prior to submittal to the LACDA, will be prepared with adequate time for the City's review and approval. Our proposal assumes one round of City review for all work products submitted to LACDA.

Our customer service is evident from the outset of each assignment, as we typically attempt to schedule our initial meeting with all pertinent City staff. Another key feature of our commitment to customer service is the development and maintenance of effective ongoing communication with all participants throughout the year. Our staff members can be reached by cellular phone or email, and all messages will be returned within a 24-hour period, excluding weekends and holidays. Our project manager will provide City staff with monthly reports on the status of all CDBG program activities.

As another standard operating procedure, the eligibility of all proposed public improvements would have to be verified prior to being approved for funding. The plans for any changes would have to be reviewed and approved by the City's Public Works Department as soon as the changes are identified and verified by Michael Baker staff. This approach will ensure that the construction work is being done in accordance with all applicable City codes, standards, and ordinances and with the plans and specifications for the project. Once the construction work is under way, our staff will perform the necessary interviews with the trades involved and ensure employees are receiving the correct wages in accordance with the contract. Michael Baker staff will review all progress payment requests prior to submitting a request for the disbursement of a progress payment to a contractor. We will inspect the work to ensure it has been completed in accordance

with the scope of work in the construction contract and to the satisfaction of the City's Public Works Department. Any corrective work that needs to be performed before a progress payment can be released will be clearly identified on a punch list of remedial actions.

In adhering to this management approach, Michael Baker will perform construction administration in a manner that minimizes the demands placed on City staff. In addition to construction administration, Michael Baker staff will make certain that all required CDBG reports are properly prepared and submitted to the LACDA prior to the reports' due dates to ensure compliance and timeliness.

Tasks

The Scope of Services section of the RFP includes a detailed listing of the tasks to be performed in administering and implementing the City's CDBG programs and monitoring CDBG-funded construction projects for labor standards compliance. Michael Baker affirms that it intends to perform all the tasks identified in the following Scope of Services. The fees quoted in the Cost and Pricing section of this proposal are inclusive of all services listed in the Scope of Services noted below:

CDBG ADMINISTRATION AND IMPLEMENTATION

Michael Baker proposes to provide staffing and other resources as required to provide as-needed assistance and guidance to Lawndale staff so that staff can complete the following for all approved City CDBG projects:

1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.
2. Prepare and submit to City a quarterly status report of all CDBG projects.
3. Develop time lines for each approved CDBG project, establishing key dates for review, and accomplishment and progress monitoring.
4. Review and maintain files for all CDBG projects.
5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.
6. Monitor and maintain all financial records relevant to CDBG funded projects and reconcile any records discrepancies.
7. Prepare monthly reimbursement requisitions to LACDA for all CDBG projects.
8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.
9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.
10. Establish and maintain all operating assignments with CDBG sub-recipients.
11. Prepare all CDBG related submissions, as required by HUD and the LACDA (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).
12. Perform liaison functions between the City and LACDA.
13. Prepare all CDBG related documents, including reports, contracts, agreements, and amendments.
14. Develop, prepare, and submit project amendments, as required, for all CDBG funded projects.
15. Advise City and ensure proper implementation of all CDBG program changes, including the implementation of a Commercial Rehabilitation and Residential Rehabilitation Program.

16. Prepare and submit a Cost Summary and all necessary documentation for the upcoming CDBG program year.
17. Conform with the mandatory regulatory provisions of the Urban County CDBG Program.
18. Be available at City Hall as necessary to complete all work items.

LABOR COMPLIANCE SERVICES

Michael Baker is proposing to provide staffing and other resources as required to provide all necessary staffing and resources to fulfill the scope of work required to successfully implement the Davis-Bacon and Related Acts, Minority and Women Business Enterprise (MBE/WBE) and the Section 3 requirements:

1. Review the Grant Agreement and CDBG Wage and Labor compliance requirements for construction projects with project team (City, Construction Project Manager).
2. Prepare various reports for wage and labor compliance including but not limited to Contract and subcontract activity (HUD Form 2516), Contracting and enforcement activity (HUD form 4610) and Section 3 reporting. All reports will be delivered to City for review before the reporting deadlines and originals of the fully signed/executed final reports delivered to the City.
3. Meet with City staff, LACDA, and/or local HUD representatives, as necessary, on the reporting requirements and worksite labor component supervision including proper documentation of all required paperwork.
4. Provide telephone support and attend meetings as requested by City.
5. Provide services for administering, monitoring, and enforcing Labor Standards Provisions for CDBG assisted construction projects administered by the City including:
 - Assist and advise Project Construction Manager in the preparation of the Wage and Labor requirements sections for the Construction BID Documents.
 - Determine the specific labor standards parameters applicable for each construction project.

- Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs.
- Ensure that the Federal Labor Standards Provisions (HUD-4010 form) are incorporated in specifications and/or contract(s).
- Ensure that the DOL Wage Decision is incorporated in project specifications and/or contract(s).
- Ensure that the wage determination is current at bid opening or other appropriate date.
- Verify the contractor's eligibility to contract with Federal and State agencies.
- Conduct meetings to inform contractors of wage and reporting obligations.
- Identify and initiate requests for additional work classifications and wage rates as needed.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce (including apprentices) conforms to the applicable Wage Decision.
- Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.
- Inform the prime contractor of his/her responsibility to ensure that subcontractors make restitution payments or to make restitution payments on behalf of the subcontractors.
- Identify violations and investigate complaints of underpayment to workers.
- Submit a *Labor Standards Violation Report* and *5.7 Enforcement Report* to LACDA for complaints involving underpayments to workers.
- Refer cases for informal review and/or make recommendations for debarment.
- Require escrow accounts to ensure payment of outstanding wages.
- Dispose of escrow accounts in a timely manner in accordance with Federal Regulations and CDBG Contract and Labor Compliance Guidelines.
- Maintain a Labor Standards Administration & Enforcement file and document all activities.

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

MANAGEMENT AND STAFFING

All work will be performed by Michael Baker employees; no subcontractors will be utilized. Our staff is prepared to perform all tasks identified in the City's RFP. Our project team has considerable experience in administering annual CDBG grants and implementing CDBG-funded public service, and public works projects. Proposed project team members are listed below.

Damien Delany, Project Director/Labor Compliance Manager

Mr. Delany will be responsible for corporate oversight of the services provided to the City of Lawndale and will serve as Michael Baker's QA/QC officer. He will also be available to provide backup and technical assistance to the project manager, if needed. Mr. Delany has over 30 years of experience in the planning field. He has worked for a nonprofit housing corporation and major private residential and commercial developers and as a planning and community development consultant to numerous Southern California cities. He has served as project manager for many community development projects in Southern California. Mr. Delany has coordinated the work of technical staff and subconsultants and administered Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Affordable Housing Programs, Economic Development Programs, CARES Act programs, and other state/federal grant-funded projects and programs. In addition, Mr. Delany has over 29 years of experience in the construction and project management field. He has overseen project management and labor compliance, both with a private construction firm and as a consultant for many public and private entities. He has overseen or personally managed the operation of federally funded construction programs for 12 California cities, working with a variety of agencies, including other LACDA participating cities such as Lawndale, Rancho Palos Verdes, Torrance, San Fernando, and Signal Hill. He will serve as the task manager for monitoring public works projects for compliance with the Davis-Bacon Act and other applicable labor standards.

Shannon Andrews, Project Manager

Ms. Andrews will serve as project manager for the administration and implementation of the City's CDBG programs. She will be responsible for the general administration of the City's annual CDBG grant and the management of the City's CDBG-funded public service and public works projects. She will be the City's primary point of contact for all project activities. Ms. Andrews is particularly well qualified to serve in this capacity with over 15 years of experience administering state and federal grant-funded programs. She has administered CDBG grants and/or managed CDBG-funded projects for 18 Southern California cities. Of these cities, 12 are communities that receive their CDBG funds through the LACDA, similar to the City of Lawndale.

Micheal Neal, Assistant Project Manager

Mr. Neal will assist Ms. Andrews with the day-to-day administration of the City's CDBG programs. He is extremely familiar with the LACDA's reporting requirements and is fully capable of performing labor standards compliance monitoring. He is well qualified to serve in this capacity, having assisted with the administration of CDBG programs for the other LACDA participating

cities, including Bell Gardens, Beverly Hills, Calabasas, Hawaiian Gardens, Lawndale, Lomita, Rancho Palos Verdes, Rolling Hills Estates, San Fernando, Signal Hill, and Westlake Village.

Sandra Lee, Labor Standards Compliance Officer

Ms. Lee is a Labor Standards Compliance officer with experience in providing Davis-Bacon Act and state prevailing wage monitoring services for cities and developers. She has conducted prevailing wage monitoring for numerous cities with various funding sources, including CDBG, state bonds, and local county funds. Ms. Lee will be available to assist the labor compliance manager with interviews, certified payroll review, file maintenance, and the preparation of any necessary reports to the LACDA. She has experience with employee interviews, wage compliance investigations, restitution requests, and Section 3 document review for other LACDA participating cities, including Lawndale, Rancho Palos Verdes, and Torrance.

Résumés for these team members are contained in **Appendix A** to this proposal.

FIRM EXPERIENCE

Michael Baker's staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources. These include local, state, and federal sources such as CDBG, Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP) and CalHome grants, tax credits, Successor Agency Housing Trust funds, and tax-exempt bond financing. Michael Baker staff has assisted jurisdictions with procuring and administering state and federal grants for a variety of activities, including housing rehabilitation, first-time homebuyer assistance, commercial revitalization, code enforcement, public facilities, and most relevant to the City of Lawndale, public services, and public works projects.

Based on our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. We have developed excellent working relationships with the respective funding agencies, including the California Department of Housing and Community Development (HCD), HUD, and the LACDA. Our staff regularly attends workshops and training sessions sponsored by these agencies in order to remain current with the agencies' changing regulations and procedures. Based on their education, career training, and work experience, Michael Baker staff members are extremely well qualified to provide the services being requested by the City of Lawndale.

Michael Baker offers a broad range of grant application, administration, and implementation services. Selected relevant ongoing assignments involving the general administration of CDBG grants and the implementation of CDBG-funded projects and programs are described below.

City of Bell Gardens

CDBG Grant Administration and Housing Rehabilitation Programs Implementation

Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

City of Beverly Hills

CDBG Grant Administration and Housing Rehabilitation Programs Implementation

Michael Baker is currently administering the City's annual CDBG grant received through the LACDA, as well as performing all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation and multi-family handy worker programs, as well as their CDBG Senior Activities and Rental & Utility Assistance programs.

City of Calabasas

CDBG Grant Administration and Housing Rehabilitation Programs Implementation

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation loan and grant program and assists with the general administration of the City's annual CDBG grant received through the LACDA.

City of Hawaiian Gardens

CDBG Grant Administration and Program Implementation

Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

City of Lawndale

CDBG Grant Administration and Program Implementation

Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

City of Lomita

CDBG Grant Administration and Program Implementation

Michael Baker administers the City's annual CDBG grant received through the LACDA and performs all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation, Lifeline program, and Job Creation & Business Incentive Loan program. Michael Baker also performs subrecipient monitoring for CDBG-funded public service programs.

City of Rancho Palos Verdes

CDBG Grant Administration and Program Implementation

Michael Baker administers the City's annual CDBG grant received through the LACDA and performs all tasks associated with the implementation of the City's CDBG-funded public works projects.

City of Redondo Beach

CDBG Grant Administration and Program Implementation

Michael Baker administers the City's annual CDBG grant received directly from HUD, performs labor standards compliance for CDBG-funded public works/facilities projects, monitors the activities of CDBG-funded public service agencies, and operates a CDBG-funded Mobility Access/Emergency Repair Program.

City of Rolling Hills Estates

CDBG Grant Administration and Program Implementation

Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public works projects and Senior Activities program.

City of San Fernando

CDBG Grant Administration and Labor Standards Compliance

Michael Baker performs labor standards compliance monitoring for the City's CDBG-funded public works projects and assists with the general administration of the City's annual CDBG grant received through the LACDA, as well as the City's CDBG-funded Residential Food Distribution and Personal Protective Equipment Business Assistance programs.

City of Signal Hill

CDBG Grant Administration and Labor Standards Compliance

Michael Baker administers the City's annual CDBG grant received through the LACDA and performs labor standards compliance monitoring for the City's CDBG-funded public works project and Senior Activities program.

City of Westlake Village

CDBG Grant Administration and Housing Rehabilitation Programs Implementation

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation grant program and assists with the general administration of the City's annual CDBG grant received through the LACDA.

REFERENCES

References for Michael Baker assignments involving the services requested by the City of Lawndale are as follows:

City of Bell Gardens

Gustavo Romo, Community Development Director
(562) 806-7724
gromo@bellgardens.org

City of Beverly Hills

Christopher Paulson, Human Services Administrator
(310) 285-1024
cpaulson@beverlyhills.org

City of Calabasas

Michael McConville, Deputy City Manager
(818) 224-1664
mmcconville@cityofcalabasas.com

City of Hawaiian Gardens

Linda Hollingsworth, Finance Director
(650) 991-8048
lindah@hgcity.org

City of Lomita

Gary Sugano, Assistant City Manager
(310) 325-7110
g.sugano@lomitacity.org

City of Rancho Palos Verdes

Lorna Cloke, Senior Administrative Analyst
(310) 544-5276
lornac@rpvca.gov

City of Redondo Beach

Laurie Koike, Interim Director, Community Services

(310) 318-0610

laurie.koike@redondo.org

City of Rolling Hills Estates

Mike Whitehead, Administrative Services Director

(310) 377-1577

mikew@ci.rolling-hills-estates.ca.us

City of San Fernando

Nick Kimball, City Manager

(818) 898-7307

nkimball@sfcity.org

City of Signal Hill

Alison Dobay, Community Services Manager

(562) 989-7331

adobay@cityofsignalhill.org

COST AND PRICING

Michael Baker proposes the following not-to-exceed (NTE) amounts to provide Community Development Block Grant (CDBG) Program Implementation and Administration Assistance and Labor Compliance Services to the City of Lawndale for one year, with the option of two one-year extensions (totaling three years). The proposed NTE cost of **\$57,000** for Fiscal Year 2024-25 CDBG Administration and Implementation and Labor Compliance Services is based on the City's available CDBG monies identified in the RFP to provide all the services identified in the RFP. The proposed NTE cost of **\$25,000** for a potential Slum Blight Analysis is also included below as requested in the RFP.

CDBG Administration and Implementation	\$27,000
Labor Compliance Services	\$30,000
Slum Blight Analysis	\$25,000

The fees quoted above are not-to-exceed amounts and are inclusive of all project costs. These fees are based on the anticipated number of hours to be devoted by the various team members at the following hourly rates:

NAME/TITLE	HOURLY RATE
Damien Delany, Project Director/Labor Compliance Manager	\$225
Shannon Andrews, Project Manager	\$170
Micheal Neal, Assistant Project Manager	\$170
Sandra Lee, Labor Standards Compliance Officer	\$140
Robert Villa, Labor Standards Compliance Officer	\$125

The City will not be charged for travel but only for the hours worked by Ms. Andrews or other staff at Lawndale City Hall, actual project sites in the city, or our offices in administering and implementing the City's annual CDBG program, and providing labor compliance services. These price quotations will remain firm and irrevocable for one year following consultant selection.

ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

We appreciate the opportunity to review the form of agreement which will be utilized by the City for this CDBG Program Administration and Labor Compliance Services project. Michael Baker has contracted on thousands of projects over our 80-year history, including with the City of Lawndale for similar services, and are confident in our ability to come to mutually acceptable terms. As permitted by the RFP submittal instructions, and upon selection of this proposal, we would respectfully request consideration of modifications to certain terms and conditions of the contract due to the professional standard of care required for performance of services, insurance commercially available, and professional experience. We will work with the City to come to prompt agreement on terms.

APPENDIX A

RESUMES

DAMIEN DELANY, PROJECT DIRECTOR/LABOR COMPLIANCE MANAGER

Mr. Delany is a Principal Planner and the Lead for Housing and Community Development Services. Mr. Delany has 32 years of experience in the grant administration and project management field. He has overseen or personally managed the operation of federally funded grants and construction programs for 14 California cities, working with a variety of agencies. He has been trained by HUD and has represented many cities as they were audited by HUD auditors. He will serve as the Project Manager overseeing the overall Labor Compliance services and serve as a Technical Advisor on all difficult matters that may arise. Mr. Delany is particularly well qualified to serve in this capacity with over 28 years of experience administering State and Federal grant funded HUD programs.

Professional Affiliations

- National Association of Housing and Redevelopment Officials

Training/Seminars

- IDIS Reporting
- Basically CDBG
- Building HOME Partnership Training

Team Member since 2014

EDUCATION

- Masters Certificate in Applied Project Management, Villanova University, Villanova, PA
- B.S., Regional Development and Urban Planning, University of Arizona

PROJECT EXPERIENCE

While working for Michael Baker International, Mr. Delany's experience in the field of community development has included the following:

City of Montebello - Project Manager for Labor Compliance on new State Bond funded Hilton Home2Suites Hotel project. Responsible for overseeing the submittal, and review of the certified payroll records. Worked as the liaison between the City and the Contractor providing Labor Compliance reports, requesting restitutions, and overseeing audits. Responsible for administering the City's annual CDBG grant received from HUD and assisting with the implementation of CDBG-funded activities.

City of Redondo Beach - Serving as the Project Manager for Labor Compliance monitoring for multiple Federal-funded projects. Responsible for assisting City staff with bid document review and creation, training City Staff and Contractors about Davis-Bacon requirements and recommending payment withholding for non-compliance.

City of Fresno - Responsible for managing the City's Homeless Community Initiatives. This includes overseeing the labor compliance aspect of the CDBG-funded homeless construction projects.

Orange County Public Works - Responsible for managing the labor compliance aspect of a bridge replacement project and a levee reinforcement project. Provided labor compliance reports and clarifications to contractors' questions regarding the requirements. Performed training to Orange County Public Works staff and coordinated with prime contractor on how to resolve the non-compliance issues from subcontractors.

City of South San Francisco - Responsible for managing the labor compliance aspect of the CDBG-funded construction projects. Overseeing the bid preparation and delegation of certified payroll record review.

City of Norwalk - Responsible for managing the labor compliance aspect of CDBG and Caltrans funded construction projects. Overseeing the bid preparation and delegation of employee interviews, Section 3 monitoring, DBE monitoring and contractor eligibility.

SHANNON ANDREWS, PROJECT MANAGER

Ms. Andrews serves as a technical specialist and projects manager in support of Michael Baker International's housing and community development assignments throughout the State of California. She has considerable experience in securing and subsequently administering grants for Michael Baker clients. Ms. Andrews also has extensive working knowledge of the housing rehabilitation process using State and Federal grants. Her experience also includes grant writing and grant administration for over \$10-million dollars in State and Federal grants (owner-occupied housing rehabilitation; new park construction; energy efficiency of City Hall and Citywide street lights; General Plan update; small business economic development programs), as well as extensive compiling and preparing annual, semi-annual, quarterly, and monthly reports for the following outside agencies: CDBG and HOME through HCD; MSHCP reports for the Riverside Conservancy Agency; TUMF reports for the Western Riverside Council of Governments.

Professional Affiliations

- California Association of Code Enforcement Officers (CACEO)

Training/Seminars

- Fair Housing Equal Opportunity Certification by California HCD
- Certification in Income Determination by the California HCD
- Advanced Certification from CACEO

Team Member since 2016

PROJECT EXPERIENCE

City of Bell Gardens. Administered the City's CDBG programs.

City of Beverly Hills - Contract Staff overseeing the applicant qualifications for the City's Below-Market Rate Program for the Garden House project.

City of Chowchilla - Housing Specialist for the administration of both CDBG- and HOME-funded housing rehabilitation programs.

City of Grass Valley - Contract Staff overseeing the securing and administration of a first-time homebuyer program and both CDBG and HOME monitoring.

City of Lomita. Administered the City's CDBG program and managed the housing rehabilitation program.

Monterey County - Contract Staff overseeing the applicant qualifications of the East Garrison Affordable Housing Program.

City of Norco - Project Manager for the administration of a housing trust/bond-funded housing rehabilitation program.

City of South San Francisco - Contract staff overseeing the applicant qualifications for the City's Below-Market Rate Program for both buyers and renters.

City of Union City - Contract staff overseeing the applicant qualifications for the City's Below-Market Rate Program for buyers.

MICHEAL NEAL, GRANT SPECIALIST

Mr. Neal has over 29 years of experience in administering Community Development Block Grant (CDBG)/Home Investment Partnerships (HOME) grants, assisting with the implementation of residential rehabilitation programs, conducting Section 8 Housing Quality Standards inspections, and interpreting and applying provisions of the US Department of Housing and Urban Development rules and regulations pertinent to housing rehabilitation programs and other CDBG/HOME-funded activities.

Team Member since 2013

Education

BA, Liberal Studies | California State Polytechnic University, Pomona

Relevant Project Experience

City of Westlake Village. Administered the City's CDBG-funded housing rehabilitation program.

City of Hawaiian Gardens. Administered the City's annual CDBG grant.

City of Norco. Administered a housing trust/bond-funded housing rehabilitation program.

City of Lomita. Administered the City's CDBG program and managed the housing rehabilitation program.

City of Signal Hill. Administered the City's CDBG program and implemented funded projects and programs.

City of Redondo Beach. Managed the City's CDBG-funded Mobility Access/Emergency Repair Program.

City of Calabasas. Administered the City's CDBG-funded housing rehabilitation program.

City of Beverly Hills. Administered the City's CDBG program and managed the housing rehabilitation program.

City of Calimesa. Assisted the City with the administration of a HOME-funded housing rehabilitation program and managed a CDBG-funded housing rehabilitation program for the City.

City of San Bernardino. Served as project coordinator for the City's EECBG-funded Green Home Makeover Program, working with homeowners and scheduling energy audits and energy efficiency improvements.

City of Lawndale. Managed the operation of a redevelopment agency-funded Housing Rehabilitation Loan and Grant Program.

City of San Gabriel. Performed the general administration of the City's annual CDBG program and managed the operation of CDBG-funded housing and commercial rehabilitation programs.

City of Rosemead. Performed general administration of the City's CDBG and HOME programs, including compliance with reporting requirements and the management of projects. Assisted with the operation of CDBG-funded public service and residential and commercial rehabilitation programs.

City of Goleta. Provided technical assistance in monitoring public services agencies to ensure compliance with federal requirements.

City of Culver City, Culver City Housing Authority. Conducted housing quality inspections for the Housing Authority's Section 8 program.

City of Hawthorne, Hawthorne Housing Authority. Conducted housing quality inspections for the Housing Authority's Section 8 program.

SANDRA LEE, LABOR STANDARDS COMPLIANCE OFFICER

Ms. Lee has successfully enforced Labor Standards Compliance requirements for various Public Works Projects throughout Southern California, monitored Local Jobs Programs for City of Los Angeles projects and monitored Local and Targeted Worker Hiring Programs for County of Los Angeles projects. She has Section 3 monitoring experience with federally-funded Public Works Projects. Ms. Lee has achieved timely compliance close-outs for all the projects that she monitored.

Training/Seminars:

Contract Compliance
Administration by
Association of Construction
Compliance
Prevailing Wages by the
Department of Labor, Wage
and Hour Division

Years with Other Firms: 8.5

Team Member since 2019

Education

Business Administration, Contract Compliance | Morgan
State University, Baltimore, MD (2015)

Relevant Michael Baker Experience

Mount McDill Communications Center Replacement Project, County of Los Angeles (November 2018 – November 2019) Compliance Officer – monitored and enforced Local and Targeted Worker Hiring Program (LTWHP) for the project. Facilitated Pre-Construction meetings with Prime and subcontractors all of tiers. Responsible for all LTWHP monthly and project-end reporting, craftworker interviews, apprentice hiring process and ratio, and prevailing wages.

SSRP H31 Hollywood Hills Beachwood Drive & Scenic Avenue Project, City of Los Angeles (October 2018 – November 2019) Jobs Coordinator – Enforced City of Los Angeles' Project Labor Agreement (PLA) requirements and monitoring of contractors' PLA requirements and status of mandatory goals. Developed and provided contractors effective hiring strategies to meet/exceed project goals. Responsible of monthly and project-end reporting of contractor-specific and project-wide PLA requirements and goals.

Berths 196 – 199 Wharf Rehabilitation Project, Port of Los Angeles (September 2017 – February 2019) Jobs Coordinator – Developed and enforced hiring process for contractors to follow on project so that they in full compliance with Apprentice Hiring requirements and exceeded mandatory PLA goals. Provided monthly and project-end reporting of project status of PLA goals.

Laundry Water Reclamation Systems Project, California Prison Industry Authority (June 2017 – March 2018) Compliance Officer – Assisted the Prison Authority with

Labor Compliance enforcement and monitoring of four construction locations of project. Developed and implemented Compliance Monitoring program for the Authority to exercise on projects. Oversight of Labor Compliance requirements and apprentice hiring process of four construction locations of project.

Paradise Creek Affordable Housing Project Phase 1 and 2, City of National City (November 2014 – October 2018) Compliance Officer – Oversight of Labor Compliance, New Hire and Minority Business Enterprise Participation programs. Successfully closed out contractors of all tiers from their compliance requirements and project goals with City of National City.

EXPO2 Light Rail Transit Design/Build Project, Exposition Metro Line Construction Authority (July 2011 – July 2014) Labor Compliance Officer – Auditor of certified payroll reports of contractors of all tiers, monitored contractors' status of Labor Compliance requirements with State of California, City of Santa Monica, and Expo Authority.

APPENDIX B

POTENTIAL ADDITIONAL COSTS AND FEES

POTENTIAL ADDITIONAL COSTS AND FEES

This proposal does not include additional funds that the City will have available for projects upon the close-out of the Fiscal Year 2021-22 Street Improvement project, which will be approximately \$150,000 in CDBG funds returned to the City's unallocated funding pool. In addition, the Fiscal Year 2022-23 Street Improvement project will be continued into Fiscal Year 2024-25, and that project currently has an available budget of \$406,365. A separate proposal will be provided for any project funds over the \$270,000 noted in the City's Request For Proposal.

Attachment “C”

LACDA Bulletin, Terms of Contracts



LOS ANGELES COUNTY



GMU BULLETIN

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

NUMBER: **15-0007**

SUBJECT: **TERM OF CONTRACTS**

DATE: **April 14, 2015**

EFFECTIVE DATE: **IMMEDIATELY**

PAGE **1** OF **2**

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

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

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

- Is based on *HUD Notice-CPD-96-05*, subject: "Procurement of consulting services by Community Development Block Grant (CDBG) recipients, HOME participating jurisdictions and subrecipients;" and
- In accordance with Section F of this *HUD Notice*, this standard only applies to **consultant services provided under an employee/employer relationship contract [which are regulated by 24 CFR 570.200(d)(1)], and not to procurements that are subject to 24 CFR Parts 84 and 85 (the "Common Rule")**.

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

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

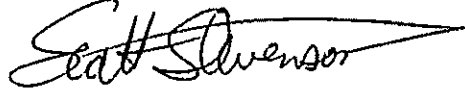
Please note that the term of all existing contracts prevails and cannot be automatically extended based on this new guidance. Additionally, unless stated in the solicitation documentation that the contract to be awarded calls for multi-year funding, contracts cannot be renewed or extended without further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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Stevenson", with a long horizontal flourish extending to the right.

SCOTT STEVENSON, Director
Community Development Division



CITY OF LAWDALE

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

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez, Community Development Manager

SUBJECT: **Professional Service Agreement Extension with De Novo Planning Group**

BACKGROUND

The Community Development Department initiated the General Plan and Hawthorne Boulevard Specific Plan Update (“Update”) in late 2019. The State of California requires that cities periodically update these vital documents to re-evaluate their goals, development policies, long-term planning practices, and vision for their community. These updates also bring the General Plan and the Hawthorne Boulevard Specific Plan (“HBSP”) into compliance with current state and federal regulations.

The City issued a competitive Request for Proposal (“RFP”) to hire a qualified firm to assist with updating the General Plan and HBSP. The following three firms submitted proposals: CSG Consultants, De Novo Planning Group, and Infrastructure Engineers. On November 4, 2019, an interview panel consisting of various city staff interviewed and scored each consultant individually. The panel selected De Novo Planning Group (“De Novo”) based on their high overall interview scores. The original term of the service agreement with De Novo was from March 16, 2020 to December 31, 2021 in the amount of \$808,920.

The COVID-19 pandemic started right as major work had begun on the update process, postponing deadlines and interrupting processes. The unpredictable nature of the pandemic forced many local, state, and federal agencies to adapt to the impacts of COVID-19.

On December 6, 2021 staff requested additional time to extend the current service agreement with De Novo until December 31, 2022 to complete the remaining portions of the General Plan and HBSP update process. Due to the new requirements from the State of California Housing and Community Development’s Departments new Housing Element regulation changes Staff and De Novo worked on meeting HCD’s demands which delayed the completion of the General Plan update.

De Novo has completed the General Plan, which was heard by City Council on December 4, 2023 and continued to December 18, 2023. De Novo is requesting six additional months to complete the Hawthorne Boulevard Specific Plan update and the Zoning Ordinance Title 17, which is currently getting updated.

On December 18, 2023 the City Council approved an additional six months to complete the zoning code and Hawthorne Boulevard Specific Plan updates. Due to new updates on State Law it has come to Staff’s attention that it is crucial to review the zoning code update and the HBSP updates carefully to make sure that the City of Lawndale’s public health, welfare and safety are protected.

Staff is requesting an additional twelve month contract extension for De Novo Planning group to finalize the update of the HBSP and Zoning ordinance Title 17 which is programed for completion by June of 2025.

STAFF REVIEW

There are six phases to the update process, with staff recently starting on the last phase. The sixth phase focuses on holding public hearings, meetings with staff, and project administration.

Staff and De Novo completed the last phase of revisions to update the Housing Element while addressing all remaining tasks. The General Plan has been updated and is ready for public hearing. The last phase will require the completion of the Hawthorne Boulevard Specific Plan and the zoning ordinance to be consistent with the General Plan.

Staff is requesting to extend the service agreement with De Novo until June 30, 2025.

LEGAL REVIEW

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

FISCAL IMPACT

\$49,182.83 (of the \$808,920 original total) remains to complete the Hawthorne Boulevards Specific plan and zoning ordinance updates.

There is no additional funding required.

RECOMMENDATION

Staff recommends that the City Council approve to extend the professional service agreement with De Novo for the General Plan and HBSP Update.

Attachments:

- A. New contract amendment 2024-2025.
- B. December 18, 2023 Staff Report and attachments

Attachment “A”

De Novo Contract Amendment

**FOURTH AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR GENERAL PLAN AND HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE**

This FOURTHAMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 17th day of June 2024, by and between the CITY OF LAWNDALe, a municipal corporation (herein "City") and De Novo Planning Group, a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for General Plan and Hawthorne Boulevard Specific Plan Update" (the "Agreement") on or about March 17, 2020 and

WHEREAS, the City and the Consultant amended the Agreement, as set forth in the First Amendment to extend the term until December 31, 2022, and

WHEREAS, it is the City and the Consultant amended the agreement, as set forth in the Second Amendment to extend the term until December 31, 2023.

WHEREAS, it is the City and the Consultant amended the agreement, as set forth in the third Amendment to extend the term until June 30, 2024.

WHEREAS, it is the City and the Consultant desire to amend the agreement, as set forth on this Third Amendment to extend the term until June 30, 2025.

AMENDMENT

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

1. Section 3.4 of the Agreement (Term) is amended as follows is amended to extend the end date of the contract from January 1, 2024 to June 30, 2024.
 - SECTION 3.4 as amended:
"Term. Unless earlier terminated in according with Section 7.4 below, this Agreement shall be extended starting on July 1, 2024 and continue in full force and effect until completion of the services no later than June 30, 2025."

MISCELLANEOUS PROVISIONS

2. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
3. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.

4. Counterparts, Facsimile or other Electronic Signatures. This Second Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Second Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

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

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONSULTANT:
De Novo Planning Group
A California corporation

By: _____
Benjamin Ritchie
Principal

By: _____
Steve McMurty
Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

Attachment “B”

December 18, 2024 Staff report and attachments

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CITY OF LAWDALE

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

DATE: December 18, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Jared Chavez, Community Development Manager 

SUBJECT: **Professional Service Agreement Extension with De Novo Planning Group**

BACKGROUND

The Community Development Department initiated the General Plan and Hawthorne Boulevard Specific Plan Update ("Update") in late 2019. The State of California requires that cities periodically update these vital documents to re-evaluate their goals, development policies, long-term planning practices, and vision for their community. These updates also bring the General Plan and the Hawthorne Boulevard Specific Plan ("HBSP") into compliance with current state and federal regulations.

The City issued a competitive Request for Proposal ("RFP") to hire a qualified firm to assist with updating the General Plan and HBSP. The following three firms submitted proposals: CSG Consultants, De Novo Planning Group, and Infrastructure Engineers. On November 4, 2019, an interview panel consisting of various city staff interviewed and scored each consultant individually. The panel selected De Novo Planning Group ("De Novo") based on their high overall interview scores. The original term of the service agreement with De Novo was from March 16, 2020 to December 31, 2021 in the amount of \$808,920.

The COVID-19 pandemic started right as major work had begun on the update process, postponing deadlines and interrupting processes. The unpredictable nature of the pandemic forced many local, state, and federal agencies to adapt to the impacts of COVID-19.

On December 6, 2021 staff requested additional time to extend the current service agreement with De Novo until December 31, 2022 to complete the remaining portions of the General Plan and HBSP update process. Due to the new requirements from the State of California Housing and Community Development's Departments new Housing Element regulation changes Staff and De Novo worked on meeting HCD's demands which delayed the completion of the General Plan update.

De Novo has completed the General Plan, which was heard by City Council on December 4, 2023 and continued to December 18, 2023. De Novo is requesting six additional months to complete the Hawthorne Boulevard Specific Plan update and the Zoning Ordinance Title 17, which is currently getting updated.

Staff is requesting an additional six month contract extension for De Novo Planning group to finalize the update of the HBSP and Zoning ordinance Title 17 which is programed for completion by June of 2024.

STAFF REVIEW

There are six phases to the update process, with staff recently starting on the last phase. The sixth phase focuses on holding public hearings, meetings with staff, and project administration.

Staff and De Novo completed the last phase of revisions to update the Housing Element while addressing all remaining tasks. The General Plan has been updated and is ready for public hearing. The last phase will require the completion of the Hawthorne Boulevard Specific Plan and the zoning ordinance to be consistent with the General Plan.

Staff is requesting to extend the service agreement with De Novo until June 30, 2024.

LEGAL REVIEW

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

FISCAL IMPACT

\$160,000 (of the \$808,920 original total) remains to complete the Hawthorne Boulevards Specific plan and zoning ordinance updates.

There is no additional funding required.

RECOMMENDATION

Staff recommends that the City Council approve to extend the professional service agreement with De Novo for the General Plan and HBSP Update.

Attachments:

- A. Original Professional Service Agreement with De Novo Planning Group
- B. First Amendment to the Service Agreement with De Novo Planning Group
- C. Second Amendment to the Service Agreement with De Novo Planning Group
- D. Third Amendment to the Service Agreement with De Novo Planning

Attachment "A"

Original Professional Service Agreement with De Novo Planning Group

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
GENERAL PLAN AND HAWTHORNE BOULEVARD
SPECIFIC PLAN UPDATE

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of March, 2020, by and between the City of Lawndale, a municipal corporation ("City"), and Do Novo Planning Group, a California corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of eight-hundred eight thousand nine hundred twenty dollars (\$808,920.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 17, 2020 and continue in full force and effect until completion of the services no later than December 31, 2021.

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent acts, errors, omissions of the Consultant, or anyone directly or indirectly employed by the Consultant, while in any way engaged in the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant. Notwithstanding the foregoing, for any claim alleging the negligent performance of work by Consultant, the Consultant has no immediate obligation to provide the defense of the City, or any other indemnified party. The Consultant will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the Consultant and proportionate to the degree of fault of the Consultant."

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be

instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

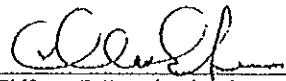
CITY:
CITY OF LAWNDALB,
a municipal corporation

By: 
Robert Pullen Miles, Mayor

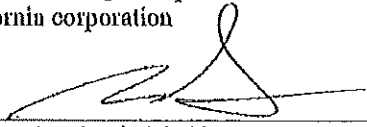
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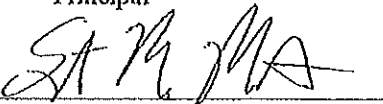

for Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP


for Tiffany J. Israel, City Attorney

CONSULTANT:
De Novo Planning Group
a California corporation

By: 
Name: Benjamin Ritchie
Title: Principal

By: 
Name: Steve McMurtry
Title: Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

Attachment "B"

First Amendment to the Service Agreement with De Novo Planning Group

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR GENERAL PLAN AND HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE**

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of December, 2021, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and De Novo Planning Group, a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for General Plan and Hawthorne Boulevard Specific Plan Update" (the "Agreement") on or about March 17, 2020 and

WHEREAS, it is the desire of the City and the Consultant to amend the Agreement, as set forth in this First Amendment to extend the term until December 31, 2022.

AMENDMENT

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

1. Section 3.4 of the Agreement (Term) is amended as follows is amended to extend the end date of the contract from December 31, 2021 to December 31, 2022.
 - SECTION 3.4 as amended:
"Term. Unless earlier terminated in according with Section 7.4 below, this Agreement shall be extended starting on January 1, 2022 and continue in full force and effect until completion of the services no later than December 31, 2022."

MISCELLANEOUS PROVISIONS

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

Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this

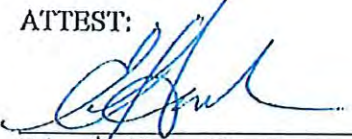
First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:


Robert Pullen-Miles, Mayor

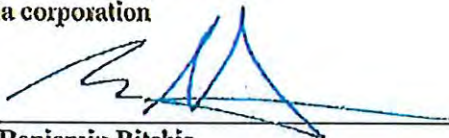
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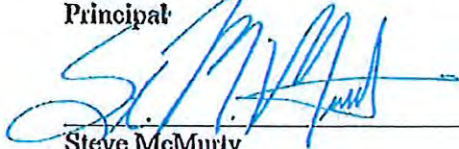

Erica Harbison, City Clerk

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


Gregory M. Murphy, City Attorney

CONSULTANT:
De Novo Planning Group
A California corporation

By: 
Benjamin Ritchie
Principal

By: 
Steve McMurly
Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

Attachment "C"

Second Amendment to the Service Agreement with De Novo Planning Group

**SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR GENERAL PLAN AND HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE**

This SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 17th day of October, 2022, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and De Novo Planning Group, a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for General Plan and Hawthorne Boulevard Specific Plan Update" (the "Agreement") on or about March 17, 2020 and

WHEREAS, the City and the Consultant to amended the Agreement, as set forth on the First Amendment to extend the term until December 31, 2022, and

WHEREAS, it is the City and the Consultants desire to amend the agreement, as set forth on this Second Amendment to extend the term until December 31, 2023.

AMENDMENT

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

1. Section 3.4 of the Agreement (Term) is amended as follows is amended to extend the end date of the contract from December 31, 2022 to December 31, 2023.
 - SECTION 3.4 as amended:
"Term. Unless earlier terminated in according with Section 7.4 below, this Agreement shall be extended starting on January 1, 2023 and continue in full force and effect until completion of the services no later than December 31, 2023."

MISCELLANEOUS PROVISIONS

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

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

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

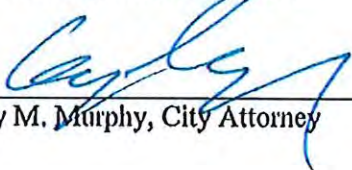
CITY:


Robert Pullen-Miles, Mayor

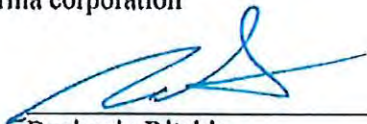
ATTEST:


Erica Harbison, City Clerk

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


Gregory M. Murphy, City Attorney

CONSULTANT:
De Novo Planning Group
A California corporation

By: 
Benjamin Ritchie
Principal

By: 
Steve McMurty
Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

Attachment “D”

Third Amendment to the Service Agreement with De Novo Planning Group

**THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR GENERAL PLAN AND HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE**

This THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 18th day of December 2023, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and De Novo Planning Group, a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for General Plan and Hawthorne Boulevard Specific Plan Update" (the "Agreement") on or about March 17, 2020 and

WHEREAS, the City and the Consultant amended the Agreement, as set forth in the First Amendment to extend the term until December 31, 2022, and

WHEREAS, it is the City and the Consultant amended the agreement, as set forth in the Second Amendment to extend the term until December 31, 2023.

WHEREAS, it is the City and the Consultant desire to amend the agreement, as set forth on this Third Amendment to extend the term until June 30, 2024.

AMENDMENT

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

1. Section 3.4 of the Agreement (Term) is amended as follows is amended to extend the end date of the contract from January 1, 2024 to June 30, 2024.
 - SECTION 3.4 as amended:
"Term. Unless earlier terminated in according with Section 7.4 below, this Agreement shall be extended starting on January 1, 2024 and continue in full force and effect until completion of the services no later than June 30, 2024."

MISCELLANEOUS PROVISIONS

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

executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

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

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONSULTANT:
De Novo Planning Group
A California corporation

By: _____
Benjamin Ritchie
Principal

By: _____
Steve McMurty
Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790



CITY OF LAWNDALE

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

[Back to Agenda](#)

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez, Community Development Manager
Adrian Gutierrez, Administrative Assistant II

SUBJECT: **Approve Contract Service Agreement with 4 Leaf Inc. to Provide Building & Safety Community Development Technician Services**

BACKGROUND

The City of Lawndale has contracted with Los Angeles County (“LA County”) for Building & Safety services since 1964. These services include building inspections, plan checks, inspections, and permit services. The primary positions offered to the city through this agreement include a building inspector, a building plan checker, and a Community Development Technician (“CD Technician”).

The CD Technician handles tasks such as processing permit applications, permit issuance, scheduling building and planning inspections, coordinating building plan checks, assisting with building & safety tasks and inquiries, and minor planning services.

In 2022, the CD Technician assigned to the City, whom has worked directly through LA County since 2018, was promoted to another position within the County. LA County was unable to provide replacement staff to fill the position due to staff shortages within the Building & Safety Department. As a solution, LA County provided the City with a CD Technician through one of their consultants, 4 Leaf Inc.

Recently, LA County has informed the Community Development Department that they will not extend their contract with 4 Leaf Inc. for the upcoming fiscal year. In addition, LA County cannot provide replacement staff to fill the role due to the continued staff shortages within its own Building & Safety Department. This would create a situation where the City would be left without a CD Technician.

To avoid uninterrupted services to the public, developers, and stakeholders, the Community Development Department is proposing to enter into a contract service agreement (“Agreement”) directly with 4 Leaf Inc. to provide CD Technician services. This will help maintain consistent and uninterrupted service to the customers and the community. While the City did not issue proposals for this work, the need to maintain uninterrupted service and the familiarity of the 4 Leaf, Inc., personnel with the City’s services merits a purchase outside of the normal process as authorized by Municipal Code section 3.08.050. Such purchase requires the City Manager to authorize the purchase after City Council approval, and so the City Council is asked to grant that approval so that 4 Leaf Inc. can continue the uninterrupted service to the public.

City Council Meeting – June 17, 2024

Approve Contract Service Agreement with 4 Leaf Inc. to Provide Building & Safety Community Development Technician Services

STAFF REVIEW

The cost for 4 Leaf Inc. providing CD Technician services is \$63 per hour (totaling \$132,000 for FY 2024-25). The agreement proposed staffing at 40 hours per week.

The proposed agreement would guarantee CD Technician services beginning July 1, 2024, for a period of three years ending on June 30, 2027.

CITY ATTORNEY

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

FUNDING

No additional funding will be necessary due to an anticipated reduction in costs from LA County Building & Safety as they will no longer be able to provide CD Technician Services for the time being.

The proposed total for LA County Building & Safety Services (from fund 279-410-530.600) for FY 2024-25 is \$500,000. That amount will be reduced to \$368,000 since \$132,000 will instead be allocated to 4 Leaf Inc. to provide CD Technician Services (to Contract Services – 279-410-530.100).

RECOMMENDATION

It is recommended that the City Council:

1. Approve the Contract Service Agreement with 4 Leaf Inc. to provide permit technician services from July 1, 2024, to June 30, 2027.
2. Approve the budget reallocation from account 279-410-530.600 (Building & Safety Services) to account 279-410-530.100 (Contract Services) in the amount of \$132,000.

ATTACHMENTS:

- A) Proposed Service Agreement with 4 Leaf Inc.

City Council Meeting – June 17, 2024

Approve Contract Service Agreement with 4 Leaf Inc. to Provide Building & Safety Community
Development Technician Services

ATTACHMENT A

Proposed Service Agreement with 4 Leaf Inc.

CITY OF LAWDALE

CONTRACT SERVICES AGREEMENT FOR

COMMUNITY DEVELOPMENT TECHNICIAN SERVICES 4 LEAF INC.

This Contract Services Agreement ("Agreement") is made and entered into this 17th day of June, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and 4 Leaf Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred and thirty-two thousand dollars (\$132,000) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than June 30, 2027.

4.0 COORDINATION OF WORK

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

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

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

the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officers. The City may designate another Contract Officer by providing written notice to Contractor.

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

4.4 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.

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of \$1,000,000 insurance in an amount not less than \$2,000,000 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by

a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City

Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of

any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager,

as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

[Faint, illegible handwritten text, possibly a signature or initials, spanning across the middle of the page.]

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR:
4 Leaf Inc.
a California corporation

By: _____
Name: Kevin Duggan
Title: President

By: _____
Name: Gene Berry
Title: Vice President

Address: 4 Leaf Inc.
2126 Rheem Drive
Pleasanton, CA 94588

EXHIBIT "A"

SCOPE OF SERVICES

The contractor shall provide personnel (one individual) to provide assistance to current City Community Development staff with providing building permit and planning services. The personnel provided to the City shall be subject to City approval. Such services shall include assisting city staff with processing and reviewing building and planning permit applications, as well as plans and specifications submitted to the city, and assisting city staff with responding to requests for city building requirements. Specific tasks may include providing assistance in duties beyond what regular staff can perform in the following areas:

- Issuing and tracking Building and Planning permits through the permitting process, beginning with the application acceptance, plan review, permit issuance, inspections and permit closure.
- Maintaining established systems to ensure that all files, letters, reference manuals, field inspection reports, Building and Planning permit files, blueprints, drawings, and other data or materials are maintained in an organized fashion.
- Assisting the public at the counter and by telephone with zoning and land-use development inquiries including zoning designations, development standards, land uses, and property history records.
- Reviewing maps, site plans, architectural drawings submitted in connection with Planning permit applications to ensure completeness and conformance with submittal requirements.
- Performing minor technical plan check to ensure compliance with both Planning and Building Division standards, submittal requirements, development conditions, improvement standards, construction specifications, and city ordinances.
- Advising and assisting the general public, architects, engineers, and contractors with technical information about planning, building permit requirements, building codes, state, county, and city laws.
- Checking forms, permit applications, bonds, and affidavits for accuracy and completeness.
- Preparing letters, marginal notes or verbal instructions to the public.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Automotive insurance, as listed in section 5.1c, above, is hereby replaced with the following:

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

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

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

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

The following are acceptable types of insurance/financial responsibility:

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

Retired annuitant requirements:

The personnel used by Contractor to perform the services described in Exhibit “A” of the Agreement (“Contractor’s Personnel”) may include a CalPERS retiree. In such event, Contractor and Contractor’s Personnel will be subject to the provisions of the Government Code relating to CalPERS and the employment of retired annuitants (Government Code §§7522.56, 7522.57,

21220 – 21230) (“CalPERS Retired Annuitant Regulations”). Specifically, the following requirements shall apply in such event:

1. Contractor shall assume all responsibility for ensuring that Contractor’s Personnel and all other applicable employees are in compliance with CalPERS retirement laws, including but not limited to the CalPERS Retired Annuitant Regulations.
2. Contractor’s Personnel shall not work more than 960 hours within any fiscal year for all CalPERS employees, including the City. Contractor and Contractor’s personnel shall certify the hours worked by Contractor’s Personnel to prevent the Contractor’s Personnel from exceeding 960 hours within any fiscal year, and shall notify the City in writing when Consultant’s Personnel has reached 860 hours within any fiscal year.
3. Contractor certifies that Contractor’s Personnel (i) have been retired under CalPERS retirement laws for more than 180 days; (ii) have met the bona fide separation in service requirement of Government Code Section 21220.5; (iii) are not receiving and has not received any unemployment insurance payment for retired annuitant work for any public employer within the 12 months prior to Effective Date of this Agreement.
4. The compensation Contractor shall pay to Contractor’s Personnel for performing the services pursuant to this Agreement shall not be less than \$42.00 per hour, nor greater than \$51.06 per hour, which is the City’s posted hourly rate salary range for the closest comparable position of Assistant Planner on the City’s most recent City-wide salary/pay schedule. Consultant’s Personnel shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the pay rate stated herein.
5. Contractor acknowledges that Contractor’s Personnel shall commence work on a limited duration basis only, with an appointment duration beginning July 1, 2024, and ending no later than June 30, 2027.
6. Contractor warrants and represents that Contractor’s Personnel have the requisite qualifications, experience, and facilities necessary to properly perform the services stated in the Scope of Services and as required under this Agreement in a thorough, competent, and professional manner, and are experienced in performing the work and services contemplated herein. Contractor further warrants and represents that Contractor’s Personnel shall at all times faithfully, competently, and to the best of his/her ability, experience and talent, perform all services described herein.
7. The City shall coordinate with Contractor and/or Contractor’s Personnel to ensure compliance with all CalPERS Retired Annuitant Regulations.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall provide services to City at the rate of sixty-three dollars per hour (\$63). Consultant will bill in increments of six minutes (0.1 hours) for time spent working on city projects. Travel time is not billable and the city will not pay overtime or expenses. These services shall be provided on an as-needed basis upon the request of the City. While the schedule is subject to change, Contractor will provide services during normal City business hours, which are from 7:00 AM until 6:00 PM, Monday through Thursday. City shall pay Contractor upon receipt of invoice, including a timesheet, in a format that is acceptable to the City's Finance Department.

The contract sum shall not exceed one hundred thirty-six thousand dollars (\$132,000).

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Contractor shall perform services on an as-needed basis upon the request of the City, with services beginning on July 1, 2024, and concluding no later than June 30, 2027.

DRAFT



CITY OF LAWDALE

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

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Public Works & City Engineering Oversight, Contract Project Manager
Hrant Manuelian, Finance Director
Nabi Sidiqi, Assistant Engineer

SUBJECT: **Notice of Completion for 147th Street Crosswalks as part of the FY 2023/24 Annual Striping Project**

BACKGROUND

On May 6, 2024, the City Council awarded a construction contract to Superior Pavement Markings, Inc. in the amount of \$33,388.00 and authorized an additional \$5,008.20 for construction related contingencies for the FY 2023/24 Annual Striping Project. Construction began on May 30, 2024, and was completed on June 3, 2024.

The scope of work included the installation of continental crosswalks on 147th Street from Hawthorne Blvd to Prairie Avenue. This will enhance pedestrian safety by clearly delineating pedestrian crossing areas, promoting visibility and encouraging drivers to reduce speed.

STAFF REVIEW

The FY 2023/24 Annual Striping Project has been completed in conformance with the project plans and specifications. The construction management and inspection services were performed by in-house staff. Staff recommends that City Council accept the work performed by Superior Pavement Markings, Inc. as complete and authorize the City Clerk to file a Notice of Completion with the LA County Recorder's Office.

LEGAL REVIEW

City Attorney has reviewed and approved staff report as to form.

FISCAL IMPACT

The project was included in the City's Fiscal Year 2023/24 Capital Improvement Program and was funded by Proposition C Grant funds for the total amount of \$38,396.20. The project financials and accounting are summarized below:

	Original Amount	Final
Construction Cost	\$33,388.00	\$33,388.00
Construction Contingency	\$5,008.20	\$5,008.00
Total Amount	\$38,396.20	\$38,396.00

The total project cost of Construction (\$33,388.00) and Construction Contingency (\$5,008.00) is \$38,396.00.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the project completion by Superior Pavement Markings, Inc., for the FY 2023/24 Annual Striping Project.
2. Authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2023/24 Annual Striping Project.
3. Authorize staff to release 5% retention in the amount of \$1,919.80 for the FY 2023/24 Annual Striping Project.

Attachments: None.



CITY OF LAWDALE

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

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Public Works & City Engineering Oversight Contract Project Manager
Hrant Manuelian, Director of Finance
Nick Petrevski, Associate Engineer *NP*

SUBJECT: Adopt Resolution No. CC-2406-083 of FY 2024-25 Budget List of Projects
Road Repair and Accountability Act of 2017 - Senate Bill 1 (SB 1)

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1) (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017 (Act). To address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system, SB 1 increased the per-gallon fuel excise tax, the diesel fuel sales tax, and the vehicle registration fee.

The objective of the program is to address deferred maintenance on the local streets and roads system through the prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects.

Cities receiving Road Maintenance and Rehabilitation Account (RMRA) funds under the Act must comply with all relevant federal and state laws, regulations, policies, and procedures. The main requirements include the following:

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city must submit to the California Transportation Commission a list of projects proposed to be funded with these funds.
- The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.
- The California Transportation Commission will report to the State Controller the cities that have submitted a list of projects and that are, therefore, eligible to receive an apportionment of RMRA funds for the applicable fiscal year.
- The State Controller, upon receipt of the report from the California Transportation Commission, shall apportion RMRA funds to eligible cities.

- For each fiscal year in which RMRA funds are received and expended, a city must submit documentation to the California Transportation Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement.
- A city receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the FY 2024-25 for street, road, and highway purposes from the city's general fund. Monitoring and enforcement of the MOE requirement for RMRA funds will be carried out by the Controller.
- By July 1, 2024, cities receiving RMRA funds must follow guidelines developed by the California Workforce Development Board (Board) that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs.

STAFF REVIEW

Staff has assembled a list of streets and/or projects for the FY 2024-25 submittal to the California Transportation Commission in accordance with the RMRA funding guidelines. The list of street segments identified for repair are streets having the lowest Pavement Condition Index (PCI) as identified in the City's 2022 Pavement Management Program (PMP) Report. A PCI was established for each street segment as a method to identify its operating condition. PCI is a numerical index used as a rating mechanism, ranging from 0 for failed pavement to 100 indicating pavement in perfect condition. The use of the PCI has been adopted nationwide as a standard rating system. The program provides cost-effective maintenance strategies to maintain an acceptable level of service while optimizing available fiscal resources. The program also provides an optimized priority maintenance and rehabilitation program using cost/benefit analysis based on current available funds and projected future funding allocations.

The street segments identified and recommended for repair are shown in the attached Exhibit "A", incorporated herein by this reference. In accordance with the RMRA requirements, it is recommended that the City Council adopt the project list via resolution.

The City of Lawndale's FY 2024-25 and probable future annual RMRA allocation is estimated to be \$823,295 according to the State Department of Finance's statewide projections.

LEGAL REVIEW

The City Attorney has reviewed the staff report and approved Resolution NO.CC-2406-083 as to form.

FISCAL IMPACT

Revenues:

Anticipated RMRA revenues as estimated by the California Department of Finance for the City of Lawndale are as follows:

FY 2024-25\$530,000

Expenditures/Appropriation:

An annual appropriation and expenditure of General Funds will be required to meet the RMRA’s Maintenance of Effort requirement. The City of Lawndale’s MOE requirement is \$283,634 based on its discretionary fund expenditures reported for FY2021-22, 2022-23, and 2023-24. Therefore, the required appropriation of General Funds to meet the MOE is determined as follows:

FY2024-25 MOE Requirement \$283,634
FY2024-25 (General Fund – FY24/25 Street Imp.) \$(284,000)

No additional appropriations are needed.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt the attached Resolution No. CC-2406-083 approving the project list of streets as attached herein Exhibit A- Project Description/Location.

ATTACHMENTS

- A. Resolution No. CC-2406-083
- B. Exhibit A – Project Description/Location
- C. Project Location Map

Attachment A

RESOLUTION NO. CC-2406-083

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING ITS FISCAL YEAR 2024-25 BUDGET LIST OF PROJECTS
TO BE FUNDED BY SENATE BILL 1:
THE ROAD REPAIR AND ACCOUNTABILITY ACT
AND THE APPROPRIATION OF RMRA FUNDS**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law by the Governor in April of 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Lawnsdale ("City") are aware of the projects proposed for funding in our community and completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$536,000 in RMRA funding in fiscal year 2024-25 from SB 1; and

WHEREAS, the City used its 2022 Pavement Management Program to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets throughout the City this year and similar projects into the future; and

WHEREAS, the 2022 California Statewide Local Streets and Roads Needs Assessment estimated that the City's streets and roads are at a "Higher Risk" condition based on the pavement condition index in the assessment, and this revenue will help the City increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the City's 2022 Pavement Management Report has established the City's Pavement Condition Index as a 73.3, placing it in the "at Lower Risk" range; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California; and

Attachment A

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe, reliable roads to react quickly to emergency calls where a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions, helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: 2024 Pavement Reconstruction

Project Description: Remove and replace sidewalk, curb, gutter, driveway approaches, trees, adjust manholes and valves, grind and overlay asphalt.

Project Location: 145th St. from Hawthorne Blvd. to Larch Ave.; 154th St. from Hawthorne Blvd. to Larch Ave.; and 145th St. from Avis Ave. to Prairie Ave.

Estimated Project Schedule: Start (10/24)– Completion (1/25) based on the component being funded with RMRA funds

Estimated Project Useful Life: 15- 20 years

Attachment A

PASSED, APPROVED AND ADOPTED this 17th day of June, 2024.

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-2406-083 at a regular meeting of said Council held on the 17th day of June, 2024, 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					
Rhonda Hofmann-Gorman					
Pat Kearney					
Bernadette Suarez					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

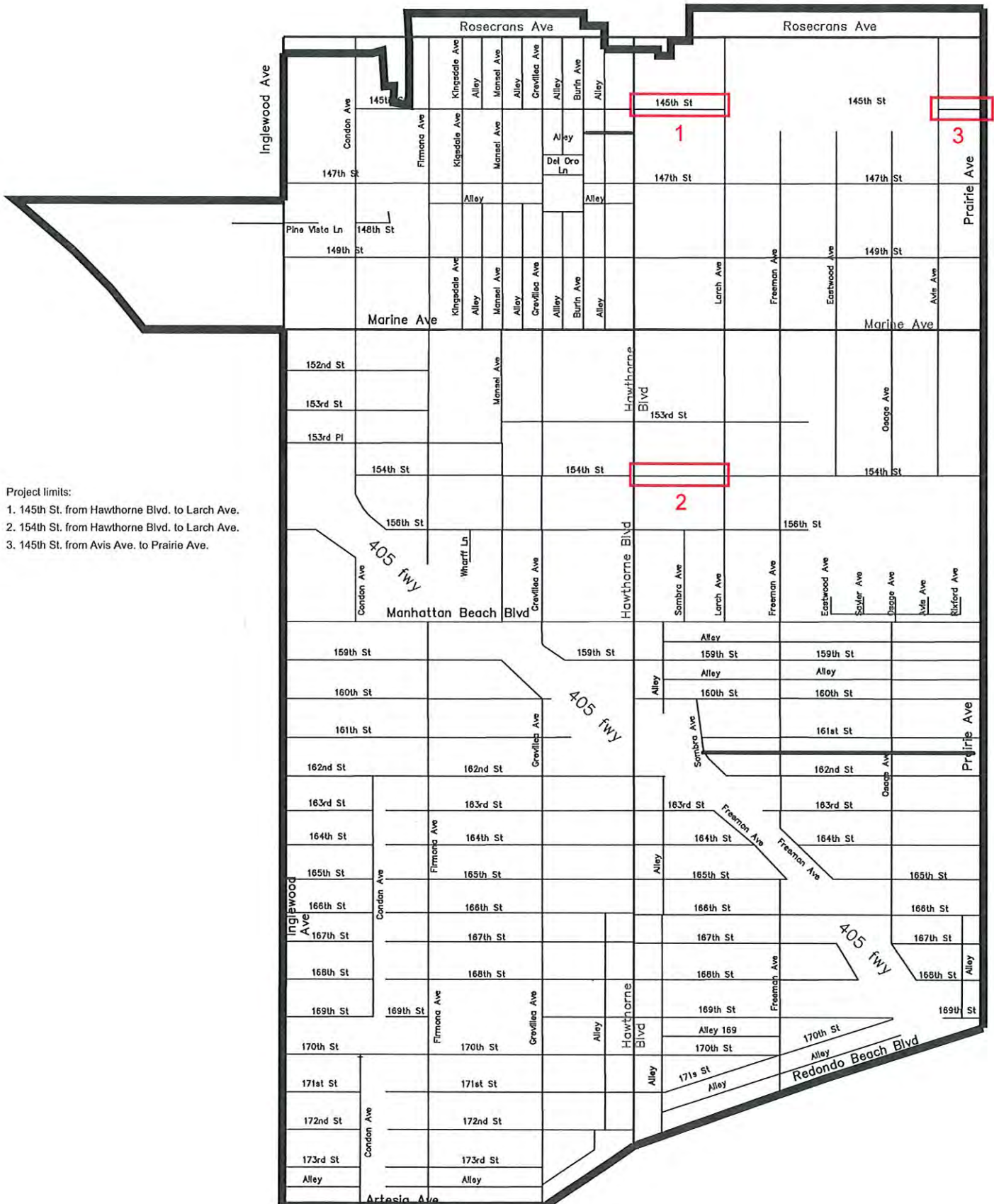
Attachment B

Exhibit "A"
Project Location/Description/Schedule/Useful Life

SB1- FY 2024-25			
Location	Description	Schedule Start/End	Useful Life
145 th St. from Hawthorne Blvd. to Larch Ave.	Remove and replace sidewalk, curb, gutter, driveway approaches, trees, adjust manholes and valves, grind and overlay asphalt.	Oct. 2024/ Jan. 2025	15-20 years
154 th St. from Hawthorne Blvd. to Larch Ave.	Remove and replace sidewalk, curb, gutter, driveway approaches, trees, adjust manholes and valves, grind and overlay asphalt.	Oct. 2024/ Jan. 2025	15-20 years
145 th St. from Avis Ave. to Prairie Ave.	Remove and replace sidewalk, curb, gutter, driveway approaches, trees, adjust manholes and valves, grind and overlay asphalt.	Oct. 2024/ Jan. 2025	15-20 years

Attachment C

Location Map





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

DATE: June 17, 2024
TO: Honorable Mayor and City Council
FROM: Yvette Palomo, Assistant City Clerk *JP*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: June 17, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Palomo, Assistant City Clerk 

SUBJECT: Conference with Legal Counsel – Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), because there is significant exposure to litigation in one (1) case, with a document received as per 54956.9(e)(3) that is not subject to public release due to Evidence Code privilege.