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

AGENDA OF THE LAWNDALE CITY COUNCIL REGULAR MEETING

Monday, March 18, 2024 - 6:30 p.m.
Lawndale City Hall Council Chamber
14717 Burin Avenue

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

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

Copies of this Agenda packet 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-2403-059 authorizing the payment of certain claims and demands in the amount of $901,041.76.

3. Minutes of the Lawndale City Council Regular Meeting, March 4, 2024

Recommendation: that the City Council approve the minutes.

4. Approval of Third Amendment to Professional Services Agreement for Codification Services with General Code LLC, (formerly known as Quality Code Publishing)

Recommendation: that the City Council 1.) Consent to the increase in the cost of municipal code codification services by approving the Third Amendment to Professional Services Agreement for Codification Services with General Code, LLC; and 2.) Authorize a FY 2023-24 budget amendment in the amount of $2,000.

5. Request for Approval of First Amendment to Contract Services Agreement for Armed Security Services with Southwest Patrol and Approval of Second Amendment to Contract Services Agreement for Armed Security Services with Southwest Patrol

Recommendation: that the City Council approve the First and Second Amendments to Contract Services Agreement for Armed Security Services with Southwest Patrol.

6. Senior Citizen Advisory Committee Appointments 2023 – 2025

Recommendation: that the City Council l.) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 of Resolution No. CC-2403-060; and 2) Adopt the resolution as amended.

G. ADMINISTRATION

7. Potential Reschedule of Upcoming City Council Meeting on April 1, 2024

Recommendation: that the City Council 1.) Cancel the meeting of Monday, April 1, 2024; and 2.) Reschedule the City Council meeting from Monday, April 1, 2024, to Tuesday, April 2, 2024; or 3.) Provide staff with other direction.

8. General Plan Annual Progress Report 2023

Recommendation: that the City Council A.) Review the 2023 draft Annual Report, make any desired revisions, and direct staff to forward the report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research; and B.) Approve and adopt Resolution CC-2403-061 as read by title.

9. First Amendment to Contract Services Agreement for Chapala Dance Academy

Recommendation: that the City Council 1.) Approve the attached First Amendment to Contract Services Agreement to Use City Facilities between the City of Lawndale and Chapala Dance Academy, LLC for an amount not to exceed $45,000.00; or 2.) Provide further direction

10. Lawndale Youth Development Center, Phase One Services Agreement

Recommendation: that the City Council 1.) Approve the attached Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center between the City and BOA Architecture at a cost not to exceed $157,000.00; or 2.) Provide further direction.

11. Community Development Department Permit Processing Timeline

Recommendation: that the City Council receive and file the Community Development Permit Processing Timeline report.

12. Approval of the Facility Needs Assessment Project for Public Works & City Hall, Project No. 2402-22

Recommendation: that the City Council 1.) Approve the project and direct staff to advertise the plans and specifications to solicit bids for the construction contract; and 2.) Approve budget amendment for $3,000,000 from ARPA account 285-310.

13. Award of Contracts for Construction and Construction Inspection Services for the FY 2022-23 Residential Street Rehabilitation Project

Recommendation: that the City Council 1.) Award the construction contract to Sequel Contractors, Inc., in the amount of $1,989,388.32 for the FY 2022-23 Residential Street Rehabilitation Project; 2.) Award the Construction Inspection Services to SA Associates in the amount of$108,000.00 for the FY 2022-23 Residential Street Rehabilitation Project; and 3.) Approve the construction Contingency of $298,408.25 for FY 2022-23 Residential Street Rehabilitation Project.

14. Approval to Dispose of One Vehicle for the Municipal Services Department

Recommendation: that the City Council approve the sale of the 2010 Ford Transit through the City's standard public auction process facilitated by Ken Porter Auctions in Carson, California.

H. CITY MANAGER REPORT

I. ITEMS FROM CITY COUNCILMEMBERS

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

J. CLOSED SESSION

16. Conference with Labor Negotiator

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager and city attorney, regarding labor negotiations with unrepresented employees, the central management team.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, April 1, 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 Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on March 18, 2024, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Hall
Yvette Hall, Assistant City Clerk

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

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

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.

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RESOLUTION NO. CC-2403-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $901,041.76

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

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

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

SECTION 3. That the claims and demands paid by check numbers 205556 through 205618 for the aggregate total of $901,041.76 are hereby authorized.

Effective Date: March 18th, 2024

Approved by:

Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 18th day of March 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-2403-059 at a regular meeting of said Council held on the 18th day of March 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 Date	Check Number Beginning	Ending	Aggregate Total
2/29/2024	205556	205576	152,853.16
3/7/2024	205577	205618	748,188.60
	Total Checks		**901,041.76**

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			**901,041.76**

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
205556	02/29/2024	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	7,843.97
205557	02/29/2024	Printed		0372C	AT & T	CHECK#205285 NSF FEE	80.66
205558	02/29/2024	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	337.50
205559	02/29/2024	Printed		7818	CHILL ENTERTAINMENT	ROLLER SKATING RINK -	2,624.30
205560	02/29/2024	Printed		0217	DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SERVICES -	315.34
205561	02/29/2024	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	140.61
205562	02/29/2024	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	11,206.64
205563	02/29/2024	Printed		8150	HEALTH AND HUMAN RESOURCE	MAR. 2024 EMPLOYEE ASSIST PROG	69.66
205564	02/29/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	TREE TRIMMING - JAN 2024 -	70,680.00
205565	02/29/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	34,757.37
205566	02/29/2024	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR VEH#521	40.00
205567	02/29/2024	Printed		8256	REGIONAL TAP SERVICE CENTER	AIRTIME FOR ROUTERS- JAN. 2024	26.64
205568	02/29/2024	Printed		6499	RJS CONSTRUCTION SUPPLIES	3 BAGS OF CONCRETE	21.50
205569	02/29/2024	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	9,720.00
205570	02/29/2024	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,615.23
205571	02/29/2024	Printed		7821	TRENCH SHORING COMPANY	ASPHALT COLD PATCH	1,837.50
205572	02/29/2024	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - NEWPORT HARBOR -	6,885.00
205573	02/29/2024	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	3,338.07
205574	02/29/2024	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	281.37
205575	02/29/2024	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM MAR.2024	990.26
205576	02/29/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	41.54
			Total Checks: 21			**Checks Total (excluding void checks):**	**152,853.16**
			Total Payments: 21			**Bank Total (excluding void checks):**	**152,853.16**
			Total Payments: 21			**Grand Total (excluding void checks):**	**152,853.16**

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
205577	03/07/2024	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	6,940.80
205578	03/07/2024	Printed		6369	AM-TEC TOTAL SECURITY INC.	ALARM SERVICE - CITY HALL	225.00
205579	03/07/2024	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES - VACUUM	1,931.35
205580	03/07/2024	Printed		2207	ASAP SIGN & BANNER, LLC	U. GOMEZ - PODIUM & VOTING	39.69
205581	03/07/2024	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,119.75
205582	03/07/2024	Printed		0142	BOULEVARD FLORIST	SYMPATHY FLOWERS - BOBBIE	98.95
205583	03/07/2024	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JAN. 2024	57,349.68
205584	03/07/2024	Printed		0163	CAPITAL OF SOUTH BAY INC.	2 LIGHTS FOR FREEWAY UNDERPASS	69.02
205585	03/07/2024	Printed		8273	CASA MANGA CO	PERMIT FEE REFUND	644.84
205586	03/07/2024	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	3,440.00
205587	03/07/2024	Printed		7478	CHARLES JOHNSON ROOFING	PERMIT FEE REFUND	138.54
205588	03/07/2024	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,851.83
205589	03/07/2024	Printed		0615	CLEANSTREET, LLC	CITY-WIDE STREET SWEEPING	27,310.69
205590	03/07/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE - JAN. 2024	11,484.24
205591	03/07/2024	Printed		0216	DELTA DENTAL	MAR. 2024 DENTAL PREMIUM	1,672.78
205592	03/07/2024	Printed		0389	DELTA DENTAL INS	MAR. 2024 DENTAL PREMIUM	258.16
205593	03/07/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - ROGER	210.25
205594	03/07/2024	Printed		8275	URIEL GOMEZ	PRSSC MEETING STIPEND	50.00
205595	03/07/2024	Printed		3934	HAWTHORNE HIGH SCHOOL	"LAWNDALE" LETTERS FOR	1,875.00
205596	03/07/2024	Printed		6058	JCB OF SOUTHERN CALIFORNIA	ANNUAL INSPECTION & MAINT.	1,902.88
205597	03/07/2024	Printed		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
205598	03/07/2024	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
205599	03/07/2024	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	607,417.95
205600	03/07/2024	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
205601	03/07/2024	Printed		2045	MMASC	MEMBERSHIP - GRACE HUIZAR	125.00
205602	03/07/2024	Printed		8274	JOE MOEEN	CONS & DEMO DEPOSIT REFUND	630.00
205603	03/07/2024	Printed		5216	POWERSTRIDE BATTERY	NEW BATTERY FOR VEH# 505	141.82
205604	03/07/2024	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
205605	03/07/2024	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY COVERALL CHARGES	269.04
205606	03/07/2024	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,756.86
205607	03/07/2024	Printed		6034	SOUTH COAST MECHANICAL LLC	HVAC SERVICE CALL - COMMUNITY	316.00
205608	03/07/2024	Printed		8271	KEVIN TERRAZAS	CONS & DEMO DEPOSIT REFUND	345.00
205609	03/07/2024	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,571.56
205610	03/07/2024	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	943.15
205611	03/07/2024	Printed		3672-CDD	U.S. BANK	CREDIT CARD PAYMENT	1,678.12
205612	03/07/2024	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	1,238.29
205613	03/07/2024	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	230.06
205614	03/07/2024	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
205615	03/07/2024	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	50.00
205616	03/07/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	334.02
205617	03/07/2024	Printed		8276	VTR SERVICE CENTER	REPAIR REEL DRIVE & ALIGN	175.00
205618	03/07/2024	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00

City of Lawndale BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
			Total Checks: 42			**Checks Total (excluding void checks):**	**748,188.60**
			Total Payments: 42			**Bank Total (excluding void checks):**	**748,188.60**
			Total Payments: 42			**Grand Total (excluding void checks):**	**748,188.60**

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A. CALL TO ORDER AND ROLL CALL

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

Councilmembers Present:	Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember Rhonda Hofmann Gorman, Councilmember Pat Kearney, Councilmember Sirley Cuevas
Other Participants:	City Manager Sean M. Moore, City Attorney Gregory M. Murphy, Assistant City Clerk Yvette Hall, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Captain Nicole Palomino, Los Angeles County Fire Department Acting Assistant Fire Chief Brian Kane, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Mike Estes, Community Development Manager Jared Chavez, Public Works & City Engineering Oversight Contract Project Manager Ahmad Ansari

B. CEREMONIALS

Councilmember Cuevas led the flag salute. Pastor Dwight Dudley of Calvary Chapel South Bay provided the inspiration.

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Captain Palomino summarized the recent law enforcement activities.

Councilmember Hofmann Gorman thanked the Deputies for the work they do on addressing incidents.

b. Los Angeles County Fire Department Update

Acting Assistant Fire Chief Kane summarized the recent Fire Department activities.

D. PRESENTATION

1. Southern California Edison Presentation

Southern California Edison Presentation (SCE) by Diane Forte, Government Relations Manager; Yosief Gebregiorgis, Senior Engineer & Distribution Engineering; Victor M. Lopez Beltran, Field Engineer; and Luis Lara, Outage Communication.

DRAFT

Diane Forte, SCE Government Relations Manager, introduced herself and provided an overview of the presentation.

Victor Lopez, SCE Field Engineer, presented information on the Circuit Reliability Review for the City.

Luis Lara, SCE Outage Communication, presented information on outage communication's teams who can answer questions for its customers.

Councilmember Hofmann Gorman asked if 160th Street between the Interstate 405 and Inglewood Avenue is on a different circuit and commented that there were four power outages during the month of January 2024.

Luis Lara, SCE Outage Communication, responded that he would follow up on the recent outages on 160th Street and stated that residents can file a claim for loss of equipment due to outages.

Mayor Pro Tem Suarez asked about the differences between severe weather outages and planned outages.

Luis Lara, SCE Outage Communication, responded that customers are notified when there is a planned outage.

Councilmember Hofmann Gorman requested that the phone numbers be shared with the City Manager so that he can make them available to the community.

Mayor Pullen Miles asked what the claim process is for loss of equipment.

Diane Forte, Government Relations Manager, stated that residents can visit SCE's website to obtain information on filing a claim.

Councilmember Kearney asked if the message notifications could be clearer by adding the affected addresses, asked about the increase in rates and about the installation of polls.

Luis Lara, SCE Outage Communication, explained that the names of the circuits do not necessarily reflect the street names in the City.

Diane Forte, Government Relations Manager, explained the rate increase regulations.

Yosief Gebregiorgis, SCE Senior Engineer & Distribution Engineering, responded that they can investigate why the poles take long to cure.

Councilmember Cuevas requested an educational program be presented to the seniors on outages and conversation tips.

City Manager Moore stated that he will coordinate a program with SCE.

DRAFT

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

Matthew Harbison, Pastor of Lawndale Wesleyan Church invited the City Council to a Pi Day event that his church is hosting on March 14, 2024.

Holly Osborne, Redondo Beach Resident, spoke regarding a chart she obtained from Metro regarding the Metro C Line (Green) Project that indicates the trench measurement. She emailed her comments which were distributed to the City Council and public.

Randall Abram, Resident, commented on the fireworks citations, fireworks sales reporting requirements, and a fireworks moratorium.

Deena Sopko, Resident, spoke on fireworks sales reporting by the organizations and a service call to the Los Angeles County Sheriff's Department (LASD).

F. COMMENTS FROM COUNCIL

Councilmember Cuevas thanked everyone that attended tonight's meeting.

Councilmember Hofmann Gorman thanked everyone that attended this evening's meeting.

Councilmember Kearney commented that the fireworks vendor discussion has been resolved and noted that there is a forthcoming security guard discussion on the agenda.

Mayor Pro Tem Suarez thanked everyone that attended tonight's meeting,

Mayor Pullen-Miles thanked everyone that attended tonight's meeting. He thanked both Pastor Harbison for the invitation to the Pi Day event and Redondo Beach Resident Osborne for her diligence with the Metro matter.

G. CONSENT CALENDAR

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

3. Accounts Payable Register
Recommendation: that the City Council adopt Resolution No. CC-2402-056 authorizing the payment of certain claims and demands in the amount of $1,120,181.99.

4. Minutes of the Lawndale City Council Regular Meeting, February 5, 2024
Recommendation: that the City Council approve the minutes.

5. Second Reading Ordinance No. 1205-24 to amend Chapter 17.48.056 to Title 17 of the Lawndale Municipal Code pertaining to Accessory Dwelling Units
Recommendation: that the City Council read by title only, waive further reading, and adopt Ordinance No. 1205-24 to amend ADUs to comply with recent changes in State law.

DRAFT

6. Consideration of Claims for Damage against the City

Recommendation: that the City Council reject the claim filed by Law Offices of Javaheri & Yahoudai on behalf of Oscar Javier Roldan and instruct staff to process the appropriate correspondence to the claimant.

7. Request for approval of First Amendment to Contract Service Agreement with Transtech Engineers, Inc. for Professional City Engineering and Public Works Oversight Services

Recommendation: that the City Council a) approve the first amendment to the contract services agreement with Transtech Engineers, Inc. for Professional City Engineering and Public Works Oversight Services in a maximum contract sum not to exceed $161,590; and b) authorize the Director of Finance/City Treasurer to transfer salary savings for the Director of Public Works/City Engineer to the contract services line item in the Public Works Department budget.

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 5-0.

H. ADMINISTRATION

8. Adoption and approval of 1) Memorandum of Understanding between the City of Lawndale and the American Federation of the State, County and Municipal Employees (AFSCME), Council 36, Local 1895 Agreement and 2) Second Amendment to the Citywide Pay Schedule for Fiscal Year 2023-2024

Recommendation: that the City Council 1) Adopt Resolution No. CC-2403-057, approving the 2023-2025 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36; 2) Authorize the Director of Finance/City Treasurer to complete a budget transfer from the General Fund and ARPA Fund to the appropriate various line items noted and approve budget amendment of $371,450; and 3) Adopt an amendment to the Resolution No. CC-2403-058, approving the 2023-2024 City-wide Salary and Pay Schedule.

Deputy City Manager/Director of Human Resources Felton presented the staff report. She noted that there were clerical errors on the pay schedule for the Mid-Management Unit professional classifications for the Deputy City Clerk and Assistant Planner and indicated that these items have been adjusted and will be included in the final copy of the Memorandum of Understanding.

A motion was made by Councilmember Cuevas and seconded by Councilmember Kearney to adopt Resolution No. CC-2403-057, approving the 2023-2025 Memorandum of Understanding between the City of Lawndale and American Federation of State, County and Municipal Employees, Local 1895, Council 36; authorize the Director of Finance/City Treasurer to complete a budget transfer from the General Fund and ARPA Fund to the appropriate various line items noted and approve budget amendment of $371,450; and adopt an amendment to the Resolution No. CC-2403-058, approving the 2023-2024 City-wide Salary and Pay Schedule with a revised Mid-Management Unit pay schedule. The motion passed by a vote of 5-0.

DRAFT

9. Approval to Dispose of One Vehicle for the Public Works Department

Recommendation: that the City Council approve the sale of the 2007 Chevrolet HD3500 Dump Truck through the City's standard public auction process facilitated by Ken Porter Auctions in Carson, California.

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

City Manager Moore commented that the Finance Director will provide an update in response to Councilmember Kearney's question on how much the City has received from selling surplus vehicles.

A motion was made by Councilmember Kearney and seconded by Councilmember Cuevas to approve the sale of the 2007 Chevrolet HD3500 Dump Truck through the City's standard public auction process facilitated by Ken Porter Auctions in Carson, California. The motion passed by a vote of 5-0.

10. Annual Comprehensive Financial Report (ACFR) for the Year Ended June 30, 2023

Recommendation: that the City Council receives and files the Annual Comprehensive Financial Report for the Year Ended June 30, 2023.

Finance Director Manuelian presented the staff report and noted that the general revenue report in the staff report should state $18.3 million instead of $17.1 million under governmentwide statements.

By consensus, the City Council received and filed the Annual Comprehensive Financial Report for the Year Ended June 30, 2023.

11. Mid-Year Budget Update for Fiscal Year 2023-2024

Recommendation: that the City Council approve all recommended budget amendments noted in the Mid-Year Update for FY 2023-2024.

Finance Director Manuelian presented the staff report.

Councilmember Cuevas asked about the status of the central operations account.

Finance Director Manuelian responded that the California Joint Powers Insurance Authority (CJPIA) is paid up front and that is why the account is at 80% percent and stated this account is on target.

Discussion ensued between the City Councilmembers and staff regarding the Hawthorne Traffic Signal Synchronization Program.

Mayor Pro Tem Suarez asked if the Community Development Department can look into a software system utilizing American Rescue Plan Act (ARPA) funds that will allow the public to access the permits.

DRAFT

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Suarez to approve all recommended budget amendments noted in the Mid-Year Update for FY 2023-2024. The motion passed by a vote of 5-0.

12. Request to have Mayor sign Certifications and Assurances form as required by the U.S. Department of Justice to receive Edward Byrne Memorial Justice Assistance Grant ("JAG") award.

Recommendation: that the City Council authorize the Mayor to sign the Certifications and Assurances form as required by the U.S. Department of Justice.

Municipal Services Director Reyes presented the staff report.

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Cuevas to authorize the Mayor to sign the Certifications and Assurances form as required by the U.S. Department of Justice. The motion passed by a vote of 5-0.

13. Recommendation to Expand Contract with Southwest Patrol to Implement Seven Day Coverage by Armed Security Guards

Recommendation: that the City Council select one of the following options: Option 1.) Approve funding to expand the contract with Southwest Patrol for additional security coverage for one year of continuous armed services and approve the budget amendment for $195,000 in account 285-300-530.100; or Option 2) Approve funding to expand the contract with Southwest Patrol for additional security coverage for the remainder of fiscal year 23/24 in the amount of $49,000 and then reassess the effectiveness of the daytime guard at the end of fiscal year 23/24; or Option 3) Provide direction for a different option with recommendations for the number of hours and days they would like to provide armed protection services.

Municipal Services Director Reyes presented the staff report.

City Manager Moore commented that an increase to the work hours will benefit the City's homeless outreach program, vendor enforcement and City Hall.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to select option 1, approve funding to expand the contract with Southwest Patrol for additional security coverage for one year of continuous armed services and approve the budget amendment for $195,000 in account 285-300-530.100. The motion passed by a vote of 5-0.

14. Amendment to California State 2018 Parks Bond Act Per Capita Grant Program

Recommendation: that the City Council 1.) Approve the attached 2018 Parks Bond Act Per Capita Grant Program Agreements C9801318 in the amount of $177,952.00 and C9802118 in the amount of $20,435.00 for a total amount of $198,387.00 between the City of Lawndale and the California Natural Resources Agency; and 2.) Authorize the City Manager to sign both agreements.

Community Services Director Estes presented the staff report.

Councilmember Kearney asked if impound interest will be earned on the agreements.

DRAFT

Community Services Director Estes responded that interest will not be earned.

A motion was made by Councilmember Cuevas and seconded by Councilmember Hofmann Gorman to approve the attached 2018 Parks Bond Act Per Capita Grant Program Agreements C9801318 in the amount of $177,952.00 and C9802118 in the amount of $20,435.00 for a total amount of $198,387.00 between the City of Lawndale and the California Natural Resources Agency; and authorize the City Manager to sign both agreements. The motion passed by a vote of 5-0.

15. Approve First Amendment to Street Sweeping Services Agreement

Recommendation: that the City Council 1.) Approve the First Amendment to the street sweeping services agreement to require the Contractor to provide for the legal disposal of all street sweeping at an annual cost of $39,400 for the period of January 1, 2024 through December 31, 2025; and 2.) Approve the name change to SCA of CA, LLC due to a Change of Control.

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

Councilmember Cuevas inquired if the City receives credit when no street sweeping occurs on rainy days.

Councilmember Kearney asked why Republic Services could not accommodate SCA of CA LLC with trash disposal service.

City Manager Moore responded that the City is charged for actual mileage served, and that street sweeper trash service is not part of the contract with Republic Services.

A motion was made by Councilmember Kearney and seconded by Mayor Pro Tem Suarez to approve the First Amendment to the street sweeping services agreement to require the Contractor to provide for the legal disposal of all street sweepings at an annual cost of $39,400 for the period of January 1, 2024 through December 31, 2025; and approve the name change to SCA of CA, LLC due to a Change of Control. The motion passed by a vote of 5-0.

16. Award of Construction Contract for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project

Recommendation: that the City Council 1.) Award the construction contract to Onyx Paving Company, Inc., in the amount of $486,486.00 for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project; and 2.) Approve the construction contingency of $73,000.00 for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project; and 3.) Approve the budget amendment for $559,486 in account 285-310-700.298.

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

City Manager Moore commented that staff had projected a higher cost for the project.

In response to Councilmembers questions Public Works & City Engineering Oversight Contract Project Manager Ansari stated that the project has a lifespan of 10-15 years, there is no difference in material when comparing quotes between contractors, slurry seal coat maintenance is required when cracks are visible, and staff will examine the tree roots at Jane Addams Middle School parking lot.

Discussion ensued among the City Councilmembers and the City Attorney regarding liability related to the cutting of the tree roots.

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Cuevas to award the construction contract to Onyx Paving Company, Inc., in the amount of $486,486.00 for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project; and approve the construction contingency of $73,000.00 for the Parks, Civic Center, and Sheriff Station Parking Lot Rehabilitation Project; and 3.) Approve the budget amendment for $559,486 in account 285-310-700.298. The motion passed by a vote of 5-0.

17. Award One-Year On-Call Civil Engineering Services Contract

Recommendation: that the City Council award an On-Call Civil Engineering Services agreement to Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan for a term of one-year, with an option to extend up to four one-year extensions.

City Manager Moore presented the staff report and in response to Councilmember Kearney's question, firms will be assigned different tasks based on their proposals.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to award an On-Call Civil Engineering Services agreement to Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan for a term of one-year, with an option to extend up to four one-year extensions. The motion passed by a vote of 5-0.

I. CITY MANAGER REPORT

City Manager Moore commented that he is developing a plan with the Public Works Department to address the irrigation issues at the parks.

J. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Cuevas attended a ride-along with LASD Deputies Alvarado and Paul, thanked the Deputies for the ride-along, suggested the Sherrif's station be repainted, asked about the Youth Advisory Committee (YAC) status, and requested a recruitment be advertised. Councilmember Cuevas asked if a survey has been completed to determine how many sidewalks need to be redone for Americans with Disabilities Act (ADA) compliance

Community Services Director Estes responded that the City has advertised YAC's vacancies on several platforms; however, there has not been any interest.

DRAFT

Citty Manager Moore responded that the Public Works Department conducts sidewalk surveys annually for ADA compliance.

Hofmann Gorman attended the California Contract Cities (CCCA) Legislative meeting, Coffee with a Cop event, proposed rotating the times for Coffee with a Cop to evening or weekends to allow residents to attend that are not available to attend during the day, commented on on-going issues with Republic Services, and announced the City's 2024 Easter Program to be held on March 30, 2024.

Councilmember Kearney attended a ride-along with LASD Deputies, attended the Liability Trust and Oversight Committee meeting, Coffee-with-a-Cop event, Black History Month event, 9th Annual South Bay Legislative Meet & Greet, and asked about adding holding cells to the local LASD station.

Sergeant Smith responded that State law has many requirements, and the costs are high for establishing new holding cells.

Mayor Pro Tem Suarez attended the 2nd Annual California Dual Enrollment Equity Conference as a panelist and Leuzinger High Schools's alumni event.

Mayor Pullen-Miles attended Black History Month Celebrations at Billy Mitchell Elementary School and William Anderson Elementary School, Los Angeles County Sanitation Districts Board meeting, and announced the Youth Day Parade to be held on April 27th, 2024.

K. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 8:34 p.m.

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

Approved: _____

DRAFT

CITY OF LAWNDALE

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

Back to Agenda

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: **Approval of Third Amendment to Professional Services Agreement for Codification Services with General Code LLC, (formerly known as Quality Code Publishing)**

BACKGROUND

The City has contracted with Quality Code Publishing (QCP) since 2007 to provide the City with codification services, which includes the publishing of municipal code supplements, Internet database updating, website maintenance and storage, electronic copy of the updated municipal code and CodeAlert (website alerts for new and amended ordinances).

On November 6, 2017, the City approved a First Amendment to the Professional Services Agreement to increase the supplement charge per printed page (1 to 15 copies) from $21.00 to $23.00.

In April 2023, the City was notified that QCP was sold to General Code, LLC, a parent company that is committed to continuing the high level of service that was provided by QCP.

On May 15, 2023, the City approved a Second Amendment to the Professional Services Agreement to increase the supplement charge per printed page (1 to 15 copies) from $23.00 to $25.00.

STAFF REVIEW

QCP notified the city that they will be converting the online municipal code to a new online code portal, eCode360. The new municipal code portal will provide an enhanced online code experience for a variety of users, including citizens, elected officials, and staff. Once the conversion process is completed, eCode360 will provide a host of features, functionality, and customization options, including:

- Archived Codes: Benefit from full access to prior versions of the code, allowing visibility into fully searchable historical versions of the code; and
- Multicode Search: Allows staff to search across the entire eCode360 library with access to over 3,300 codes from municipalities of all sizes nationwide.

The transition is expected to be completed by March 2024. The previous version of the municipal code will remain active for several weeks to help with the transition, with flags that will direct users to the new site.

QCP is requesting an increase to their annual maintenance fees in the amount of $229.00 per year. In addition, QCP will migrate all billing cycles to an annual maintenance fee to simplify the city's accounts payable and most of QCP's platform charges (CDs, web updates, over 50-page web update surcharges, and per-ordinance CodeAlert fees) will be combined into a new flat fee.

Below is a chart that explains the updated annual maintenance fees. All the fees in red text will be combined into one annual maintenance fee in 2024, and the city will only pay the fees in green text.

Description	2023	2024
Web updates ($75/supplement)	$ 225.00	$ -
Web update surcharge ($1/page over 50)	$ 36.00	$ -
CD ($25/supplement)	$ 75.00	$ -
CodeAlert service($25/month)	$ 300.00	$ -
CodeAlert usage ($30/ordinance)	$ 450.00	$ -
Web Maintenance & Storage ($40/month)	$ 480.00	$ -
eCode Annual Maintenance fee	$ -	$ 1,545.00
Ordinance Update annual fee	$ -	$ 250.00
TOTAL	**$ 1,566.00**	**$ 1,795.00**

In addition, QCP has now been acquired in full by General Code, LLC; therefore, the Third Amendment to the Professional Services Agreement will reflect this name change and, going forward, QCP will now be referred to as General Code, LLC in all City documents and communications.

LEGAL REVIEW

The City Attorney's office has reviewed the attached Third Amendment to Professional Services Agreement for Codification Services with General Code, LLC (formerly Quality Code Publishing), and approved it as to form.

FISCAL IMPACT

The cost of the new agreement will be $1,795 and will cover all of calendar 2024. Currently, there is a budget of $2,000 in account 100-130-510.200, reprographics. Total expenditure to date is $2,207, therefore, we have already gone over budget as the old agreement was not a flat fee. To account for the new agreement and the overages a budget amendment of $2,000 is needed in account 100-130-510.200.

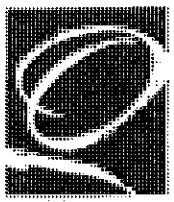
RECOMMENDATION

Staff recommends that the City Council: 1.) Consent to the increase in the cost of municipal code codification services by approving the Third Amendment to Professional Services Agreement for Codification Services with General Code, LLC; and 2.) Authorize a FY 2023-24 budget amendment in the amount of $2,000.

Attachments:

A. Professional Services Agreement for Codification Services with Quality Code Publishing
B. First Amendment to Professional Services Agreement for Codification Services with Quality Code Publishing
C. Second Amendment to Professional Services Agreement for Codification Services with Quality Code Publishing
D. Third Amendment to Professional Services Agreement for Codification Services with General Code, LLC

ATTACHMENT A



PROFESSIONAL

SERVICES

AGREEMENT

FOR

CODIFICATION SERVICES

FOR

THE CITY OF

LAWNDALE, CALIFORNIA

November 29, 2007

2100 Westlake Avenue N., Suite 106
Seattle, Washington 98109
206-216-9500 • 800-328-4348
Fax: 206-216-9900 • www.qcode.us

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PROFESSIONAL SERVICES AGREEMENT

Quality Code Publishing, hereinafter referred to as "QCP," hereby agrees to research, edit, codify and publish the ordinances of the City of Lawndale, California, hereinafter referred to as "City," according to the following terms and conditions:

PART I - SCOPE OF SERVICES

Upon receipt of a printed and electronic copy of the current municipal code from the City, QCP shall:

1. **SUPPLEMENT SERVICES.** QCP will provide ongoing updates for the City, on a regular schedule, as directed by the City. Ordinances will be forwarded to QCP as they are adopted. Prior to beginning a regularly scheduled supplement, QCP will contact the City to confirm that QCP has received all the necessary ordinances. QCP's editors will prepare each supplement by completing the following steps:

   1.1. **Editing.** QCP will organize the new ordinances by subject and will insert all amendments into their proper places in the code text. Provisions that have been repealed shall be deleted from the code text. New ordinances shall be codified to match the style of the code. Any conflicts, inconsistencies, duplications or discrepancies created by the new material shall be brought to the attention of the City.

   1.2. **Proofreading.** The revised pages will be proofread against the applicable ordinance to insure accuracy of content. QCP is responsible for the typographical correctness of the supplemented material. Any errors attributable to QCP will be corrected at no charge to the City. QCP will correct the error and ship the replacement pages to the City within five (5) working days of notification of the error, unless the City requests the errors be corrected, at no charge, in the next regularly scheduled supplement.

   1.3. **Update Related Parts.** All history notes, tables, cross-references and index entries will be updated to reflect the new material.

   1.4. **Publish Supplement Pages.** The revised pages will be typeset to match the style and format of the code and printed on 20 lb. white bond paper (or equivalent) matching the existing code stock. The supplement will be printed in the quantity specified by the City.

   1.5. **Insertion Guide.** Each supplement will include a page with instructions for inserting the new pages and removing obsolete ones.

   1.6. **Electronic Copy of Code on CD-ROM.** QCP will provide the City with one copy of the revised code on CD-ROM in MS WORD after each supplement. RTF files can also be provided upon request.

   1.7. **Frequency.** The City may choose to supplement the code quarterly, semi-annually, annually, or on an "as-needed" basis. The City may change the

supplement interval at any time. Frequency of supplementation does not affect the supplement rate.

1.8. **Termination.** The City may terminate the supplement service by canceling in writing at least 60 days prior to the editorial cutoff date for any regularly scheduled supplement.

2. **ELECTRONIC PUBLISHING & INTERNET SERVICES.** QCP will create a searchable Internet database for posting on QCP's website with a link to the City's site. As the code is updated, QCP will post the changes to your code on the Internet at the same time that QCP sends the City its printed supplements. QCP's online codes feature a robust full-text search engine utilizing advanced Boolean operators, wildcards, exact-phrase searching; and allow control over how results are ranked. Search results are displayed by code section, and search results feature search-term highlighting. A simplified user interface is also provided to allow the less-advanced user to easily create and combine "and," "or," and phrase search expressions. QCP's on-line service provides the user with the option of viewing and printing the code by either chapter or section. An example of QCP's Internet services can be viewed at www.qcode.us/codes/sacramento/. No license is required for the browse and search options.

QCP's Internet search facility, as well as our Web storage and delivery system, is custom-tailored to municipal code publication. The software is built upon the MySQL database server, the world's most popular open-source database software. MySQL is installed on more than 5 million web servers worldwide, and is used by organizations such as The Associated Press, Google and NASA. MySQL is renowned for its high speed, reliability, and compliance with industry standards.

2.1. **CodeAlert (Optional).** CodeAlert is an on-demand updating service that is designed to work in conjunction with the Internet copy of the City's Code. CodeAlert notifies the code user that a code section has been amended and provides a list of ordinances that have been passed, but not yet incorporated into the code. Sections of the code that have been affected by an adopted ordinance will contain a warning at the beginning of the section with a link to both the ordinance and the CodeAlert page. This service assures the viewer the most accurate, up-to-date version of the code, no matter how frequently you choose to supplement. An example of our CodeAlert services can be viewed at www.qcode.us/codes/sacramento/.

2.2. **Code on CD-ROM.** Subscribers to our electronic publishing services will receive an electronic copy of the code on CD after each printed supplement. The CD will contain the entire updated code in MS Word format. File format and software are subject to change to allow for improved technology, but no additional software licenses will be required to use the CD.

PDF files containing the exact images of supplement pages published by QCP are also included on the CD. QCP-published pages may be reproduced by printing these files from Adobe Reader. Familiarity with creating 2-sided documents on your printer may be needed to duplicate actual code pages.

If requested, QCP will also e-mail the PDF files of the supplement to the City as soon as the supplement has been approved for shipping.

2.3. **CodeXpress (Optional).** CodeXpress updating service provides supplements to the online code as ordinances become effective. CodeXpress is designed as a companion service to the printed supplements assuring the viewer the most accurate, up-to-date version of the code, no matter how frequently the City chooses to publish printed supplements. Ordinances will be forwarded to QCP as they are adopted. QCP's editorial staff will prepare each supplement by completing the following steps:

2.3.1. **Editing.** QCP will insert all additions and amendments into their appropriate places in the online code and delete all repealed section(s).

2.3.2. **Update Related Parts.** The table of contents, section history notes, ordinance list and disposition table and preface page will be updated to reflect new material.

2.3.3. **Electronic copy of Code on CD-ROM.** If requested, QCP will provide the city with one copy of the code on CD-ROM in MS Word after each online update.

3. **BINDERS AND TABBED DIVIDER PAGES.** If requested, QCP will provide customized, heavy duty, expandable post binders or heavy duty, D-ring or 3-ring binders, in any quantity. Binders are available in a selection of colors and will be imprinted on the cover and spine with an appropriate title. The City may also add a seal, logo or other artwork to the binder covers. Customized tabbed divider pages designating individual titles are also available.

4. **REPRINTS.** Additional copies of the entire code or individual titles are available at an extra cost. They may be ordered with printed paper covers or separate binders.

PART II - PRICES AND PAYMENT TERMS

5. SUPPLEMENT SERVICE.

Supplement charge per printed page (10 copies) $21.00

6. ELECTRONIC PUBLISHING SERVICES.

Initial data conversion ..... N/C

Database updating, per supplement (up to 50 pages) $75.00
Additional cost per page, if any, over 50 pages $1.00

One copy of the Code on CD-ROM ..... $25.00[1]

7. INTERNET SERVICES.

One-time Set-up Fee ..... N/C

Monthly Storage and Maintenance Fee $40.00

8. CODEALERT (Optional).

Monthly updating $25.00
Charge per ordinance $30.00

9. CODEXPRESS (Optional).

Monthly subscription fee $25.00
Internet updating service fee (charge per update) $75.00
Additional charge per updated section of the code $10.00

One copy of the revised code on CD-ROM $25.00

10. BINDERS.

Custom, heavy duty, expandable post binders (minimum order of 5), per binder $70.00
Custom, heavy duty, D or 3-ring binders (minimum order of 5), per binder $40.00

[1]Price assumes the City also subscribes to QCP's Internet Services.

11. **TABBED DIVIDER PAGES (Optional).**

Cost per set (no minimum order)	$20.00
Cost per set (minimum order of 5 sets)	$10.00

12. **REPRINTS.**

Charge per impression (no minimum order)	$0.10

13. Shipping and handling will be prepaid by QCP and invoiced to the City upon delivery.

14. If a sales tax is applicable to this work, the amount of such tax will be added to the costs quoted in this contract.

15. Payment Schedule: Balance due upon delivery of products and services to the City. Balances which remain unpaid more than 45 days after delivery are subject to a late charge of 1.5% per month.

PART III - RECITATIONS AND SIGNATURES

16. **PERSONNEL.** Only experienced and qualified personnel will be employed in all editorial and codification work. QCP's Customer Relations Representative will consult the City when necessary and will keep the City informed of the progress of all codification work.

17. **WARRANTY.** QCP warrants only that the code will contain all of the currently effective ordinances provided to QCP by the City as revised and amended according to instructions from the City's Representative.

18. **INSURANCE.** QCP 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, a policy of professional liability insurance in an amount not less than $1,000,000 per claim with respect to loss arising from the actions of QCP performing professional services hereunder on behalf of the City.

Said policy of professional liability insurance shall be primary insurance. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by mail to the City. In the event any of said policies of insurance are cancelled, QCP shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section 18 to the City. No work or services under this agreement shall commence until QCP 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 18 shall not be construed as limiting in any way the extent to which QCP may be held responsible for the payment of damages to any persons or property resulting from QCP's activities or the activities of any person or persons for which QCP is otherwise responsible.

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, The Key Rating Guide or in the Federal Register, 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 QCP subcontracts any portion of the work to be performed, the contract between QCP and such subcontractor shall require the subcontractor to maintain the same policies of insurance that QCP is required to maintain pursuant to this Section 18.

19. **INDEMNIFICATION.** QCP agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of QCP, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of QCP hereunder, or arising from QCP's negligent performance of or failure to perform any term, provision, covenant or condition of this agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

20. **ASSIGNATION, INTEGRATION AND MODIFICATION.** When executed by both QCP and the City, this agreement constitutes the entire agreement between the parties. There are no other agreements or representations not set forth in this agreement. This agreement incorporates all prior negotiations, agreements and representations. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This agreement may not be modified except in writing, signed by QCP and the City.

21. **LAWS OF CALIFORNIA TO GOVERN.** This agreement shall be governed by and construed in accordance with the laws of the State of California. Legal actions concerning any dispute 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 QCP covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

22. **TIME FOR COMPLETION.** Time is of the essence. For the laws of the City to be effective, they must be accessible and easily available to the public. It is the intention of the company, with the cooperation of the City, to deliver each regularly scheduled supplement to the City within 30-45 days after the established supplement cutoff date.

23. **WAIVER.** The waiver by any party of a breach of any provision of this agreement or the failure by any party to claim a breach of any provision of this agreement shall not constitute a waiver of any subsequent breach, or change the effect of or make that provision thereafter unenforceable in any way.

24. **DURATION OF QUOTATION/SIGNATURES.** This quotation and agreement constitutes a bid by Quality Code Publishing for the performance of the codification services described herein. If this quotation and agreement is executed by the City within 90 days of the date hereof, it shall be a binding contract between QCP and the City.

25. **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.

Submitted November 29, 2007 by
Quality Code Publishing

By _____

Nancy L. Helmer
President

Accepted by the City of Lawndale, CA

By _____
Keith M. Breskin
Title City Manager

Date 12/3/07

Approved as to form:

By _____
Tiffany J. Israel
Title City Attorney

Date 12/3/07

ATTACHMENT B

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CODIFICATION SERVICES

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of November, 2017, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Quality Code Publishing, a limited liability corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Professional Services Agreement for Codification Services for the City of Lawndale, California" (the "Agreement") on or about December 3, 2007, and

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

AGREEMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended in the following particulars only:

SECTION 1. Part II, Section 5 of the Agreement is amended, in its entirety, to read as follows:

"5. SUPPLEMENT SERVICE

Supplement charge per printed page (1 to 15 copies)	$23.00"

SECTION 2. Except as expressly provided for in this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

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

////
////
////

[SIGNATURES NEXT PAGE]

CITY:

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Tiffany J. Israel, City Attorney

CONSULTANT:
Quality Code Publishing
A Limited Liability Corporation

By: _____
Nancy Helmer
President

Address: 7701 15th Avenue NW
Seattle, WA 98117

[END OF SIGNATURES]

ATTACHMENT C

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CODIFICATION SERVICES

This SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 15th day of May, 2023, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Quality Code Publishing, a General Code Company, limited liability corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Codification Services (the "Agreement") on or about December 7, 2007, and

WHEREAS, City and Consultant entered into the First Amendment to Professional Services Agreement to increase the supplement charge per printed page (1 to 15 copies) to $23.00, on or about November 6, 2017, and

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

AMENDMENT

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

SECTION 1. Part II, Section 5 of the Agreement is amended, it its entirety, to read as follows:

"5. SUPPLEMENT SERVICE

Supplement charge per printed page (1 to 15 copies)	$25.00"

SECTION 2. Except as expressly provided for in this Second Amendment, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE.]

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONSULTANT:
Quality Code Publishing
A Limited Liability Corporation

By:
Cristina LoVerde
Vice President of Client Engagement

By:
Lynn Martin
Chief Operating Officer

Address: 2150 N. 107th Street, Suite 200
Seattle, WA 98133
1-800-328-4348

[END OF SIGNATURES]

ATTACHMENT D

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CODIFICATION SERVICES

This THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Third Amendment") is made and entered into this____th day of____, 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and General Code, LLC, a limited liability corporation (herein "Consultant").

RECITALS

WHEREAS, City and Quality Code Publishing entered into that certain Agreement entitled "Contract Services Agreement for Codification Services (the "Agreement") on or about December 7, 2007; and

WHEREAS, City and Quality Code Publishing entered into the First Amendment to Professional Services Agreement to increase the supplement charge per printed page (1 to 15 copies) to $23.00, on or about November 6, 2017; and

WHEREAS, Quality Code Publishing has now been acquired in full by General Code, LLC (hereafter, Consultant) and all duties and rights and obligations have been assumed by Consultant; and

WHEREAS, City and Consultant entered into the Second Amendment to Professional Services Agreement to increase the supplement charge per printed page (1 to 15 copies) to $25.00, on or about May 15, 2023; and

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

AMENDMENT

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

SECTION 1. Part II – Prices and Payment Terms, Sections 6, 7, 8, 9, 10, 11, and 12 of the Agreement are amended, it its entirety, to read as follows:

Description	2023	Starting in 2024
Web updates ($75/per supplement)	$ 225.00	$ -[3]
Web update for pages over 50 pages	$ 36.00	$ -[4]
CD ($25/supplement)	$ 75.00	$ -[5]
CodeAlert service ($25/month)	$ 300.00	$ -[6]
CodeAlert usage ($30/ordinance)	$ 450.00	$ -[7]
Web Maintenance & Storage ($40/month)	$ 480.00	$ -[8]
eCode Annual Maintenance fee	$ -[1]	$ 1,545.00
Ordinance Update annual fee	$ -[2]	$250.00
TOTAL	**$ 1,566.00**	**$ 1,795.00**

[1] Code was not on this platform previously.
[2] Code was not on this platform previously.
[3] Now included in eCode Annual Maintenance fee
[4] Now included in eCode Annual Maintenance fee
[5] Obsolete product no longer offered.
[6] Now included in Ordinance Update annual fee
[7] Now included in Ordinance Update annual fee
[8] Now included in eCode Annual Maintenance fee

SECTION 2. Except as expressly provided for in this Third Amendment, all other provisions of the Agreement shall remain in full force and effect.

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:
General Code, LLC
A Limited Liability Corporation

By: _____
Cristina LoVerde
Vice President of Client Engagement

By: _____
Lynn Martin
Chief Operating Officer

Address: 781 Elmgrove Road
Rochester NY 14624
1-800-836-8834

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Director of Municipal Services

SUBJECT: **Request for Approval of First Amendment to Contract Services Agreement for Armed Security Services with Southwest Patrol and Approval of Second Amendment to Contract Services Agreement for Armed Security Services with Southwest Patrol.**

BACKGROUND

To address quality of life issues for City of Lawndale residents, and to assist the Sheriff's Department with reducing graffiti, theft and other petty crimes, the City of Lawndale solicited bids to provide armed security services. Since July 2023, the City has partnered with Southwest Patrol for armed security services, which includes patrols of all City buildings, public parks, and City streets. Additionally, Southwest Patrol also provides outreach services to homeless individuals and assists staff with addressing illegal vendors.

At a June 2023 City Council meeting, staff recommend using ARPA funds to contract with Southwest Patrol for three 8-hour armed patrol shifts per week at a cost of $50 per hour. Due to the success demonstrated by Southwest Patrol in reducing graffiti, petty thefts, and other criminal activities Staff sought approval from the City Council to expand the hours and times for armed security services provided by Southwest Patrol.

STAFF REVIEW

On October 16, 2023, the City Council approved a First Amendment to the Contract Services Agreement for Armed Security Services to increase the funding for armed security by the amount of $68,800 in order to add two additional 8-hour shifts on Wednesday and Sunday nights for the remainder of fiscal year 23/24 and for the entirety of fiscal year 24/25.

On March 4, 2024, the City Council approved a Second Amendment to the Contract Services Agreement for Armed Security Services to increase the funding for armed security by the amount of $195,000 to add 8-hour patrol shifts, seven days a week from March 11th, 2024, through the entirety of fiscal year 2025.

LEGAL REVIEW

The City Attorney's office has reviewed the attached First Amendment to Contract Services Agreement for Armed Security Services and the Second Amendment to Contract Services Agreement for Armed Security Services and approved it as to form.

FISCAL IMPACT

The cost of the First Amendment to Contract Services Agreement for Armed Security Services was $68,800 and was approved by the City Council at the October 16, 2023, City Council meeting. The Second Amendment to Contract Services Agreement for Armed Security Services was for $195,000 and was approved by the City Council at the March 4, 2024, City Council meeting.

No additional budget amendments needed. The costs for these services will be paid using ARPA and therefore no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council approve the First and Second Amendments to Contract Services Agreement for Armed Security Services with Southwest Patrol.

Attachments:

A. Contract Services Agreement for Armed Security Services with Southwest Patrol
B. First Amendment to Contract Services Agreement for Armed Security Services
C. Second Amendment to Contract Services Agreement for Armed Security Services

ATTACHMENT A

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ARMED SECURITY SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 5th day of June, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and Southwest Patrol ("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 ten thousand dollars ($110,000) ("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, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

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

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 $2,000,000.00 per occurrence for all covered losses and no less than $5,000,000.00 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 $1,000,000.00 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 liability insurance in an amount not less than $5,000,000.00 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 not be cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

5.2 Indemnification.

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

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

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

6.0 RECORDS AND REPORTS

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

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours in the 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]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
Southwest Patrol

By: _____
Name: John Stirn
Title: President

By: _____
Name: Mike Gagon
Title: Account Manager

Address: Southwest Patrol
1800 E. Lambert Rd. #155
Brea, CA 92821

EXHIBIT "A"

SCOPE OF SERVICES

General Scope of Services and Contractual Hours:

Southwest Patrol will provide armed security services not to exceed 1,100 hours annually on a fiscal year basis commencing July 1 and ending June 30 of each year. Shifts shall begin at 6:00 pm and end at 2:00 am but may change as needed. Shifts will include patrols of Lawndale Civic Center areas defined above primarily between 6:00 pm until 8:00 pm. After 6:00 pm officers will be required to patrol all Lawndale public facilities, City-owned parks and Lawndale streets and neighborhoods either randomly or as determined by the City, both on foot and by vehicle. Southwest Patrol Officers will be expected to report any criminal activity that they observe to LASD deputies contracted to Lawndale. They will also be expected to make contact with individuals engaging in any activity not permitted by the City of Lawndale, including illegal vending and camping on public streets and at public facilities. These public facilities should include, but not be limited to the following City facilities:

- Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, CA 90260
- Lawndale City Hall Courtyard located at 14717 Burin Avenue, Lawndale, CA 90260
- Lawndale City Hall Memorial Wall located at 14717 Burin Avenue, Lawndale, CA 90260
- Harold E. Hofmann Community Center and Lawndale City Hall Parking Lots located at 14700 and 14717 Burin Avenue, Lawndale, CA 90260
- Lawndale Municipal Services Building, 14616 Grevillea Avenue, Lawndale, CA 90260
- Lawndale Public Works Building, 4723 Manhattan Beach Blvd., Lawndale, CA 90260
- Three City-owned parks
- Patrol of and specified services in Lawndale City streets and neighborhoods

Consultant Personnel Requirements:

Southwest Patrol Officers shall provide licensed personnel equipped and trained in appropriate procedures for armed security services, which will include, but not limited to continuous patrols throughout the designated supervision areas, positive conflict resolution skills, a friendly and non-confrontational demeanor and the ability to receive and convey information related to the services being sought by the City. Southwest Patrol will also be expected to contact any homeless individuals within the City and remove them from any private or public property if they are trespassing or violating local camping ordinances and assist them in relocating to shelters or other proper locations for habitation. Southwest Patrol Officers shall also be expected to contact any

vendors selling food or other items without proper licenses and permits and stop their unlicensed sales and/or ensure they depart from the City.

Consultant Personnel Replacement Procedure:

Southwest Patrol shall ensure that adequate reserve personnel is available to immediately replace any armed security personnel that is late or fails to show up for a scheduled assignment. Southwest Patrol shall inform the designated Municipal Services Department staff the name of the individual replacing the primary personnel assigned and when such individual will be in place in cases of absence, tardiness or other circumstances that render the City without the required coverage. The City shall not be billed for time during which armed security services are not provided.

Contractor Supervision:

Southwest Patrol shall provide supervisory personnel to randomly check on its employees providing armed security services to the City to ensure that the applicable services are being performed as required by Southwest Patrol and the City. The designated supervisory personnel must be available to designated City personnel via cell phone during the times in which services are being provided to the City.

Contractor Training:

Southwest Patrol shall provide armed security personnel who are licensed and properly trained for the performance of all duties as armed security officers. Southwest Patrol's employees shall conduct themselves in accordance with the requirements of the laws and codes of the State of California pertaining to armed security officers. No security officer(s) shall be placed into service with the City for any reason without possessing the required licensing and being properly trained by Southwest Patrol according to its company's adopted training methods.

Uniforms/Apparel:

While providing service to the City each armed security officer(s) shall (1) wear a Southwest Patrol's designated and supplied uniform that is easily recognizable as the uniform of a security officer; and (2) possess safety and communication device(s) with the ability to contact the local law enforcement agency, company dispatch, and the company supervisor or other applicable company management personnel.

EXHIBIT "B"

SPECIAL REQUIREMENTS

No additional special requirements are necessary.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Southwest Patrol shall be compensated at a rate of $50.00 per hour per armed security officer, for up to 1100 hours per year, for a total of $55,000 annually. This contract shall be in effect for two years at this rate.

1100 hours per year, amounts to roughly 91.67 hours per month or 21.15 hours per week of guard time that will be due to the City.

Southwest Patrol shall bill the City for time worked, billing in increments of six minutes (0.1 hours). The City will not be billed for time for an officer to travel to or from City facilities or for time while an officer is on a break. The City will not pay a higher hourly rate because an officer is being paid overtime by Southwest Patrol.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Unless directed otherwise by the City in writing, Southwest Patrol shall provide one properly trained and licensed employee to serve as a security officer for the City at the following days and times at the designated locations identified in Exhibit "A":

Tuesdays 6:00 pm until Wednesday 2:00 am.

Fridays 6:00 pm until Saturday 2:00 am.

Saturdays 6:00 pm until Sunday 2:00 am.

The City's facilities will be closed on all City observed holidays; however, security services may be requested on certain holidays by the City.

ATTACHMENT B

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR ARMED SECURITY SERVICES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 16th day of October 2023, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Southwest Patrol, a limited liability corporation (herein "Consultant").

RECITALS

WHEREAS City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Armed Security Services" (the "Agreement") on or about June 5th, 2023, and

WHEREAS City and Consultant entered into that certain "First Amendment to Contract Services Agreement for Armed Security Services" (the "First Amendment") on or about October 16th, 2023, and

WHEREAS the City Council voted in favor of Staff's recommendation to add additional hours and funds to increase the level of security services provided by Southwest Patrol.

AMENDMENT

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

1. EXHIBIT "C" (SCHEDULE OF COMPENSATION) is amended as follows:

Additional funds in the amount of $68,800 ($27,200 for the remainder of FY 23/24 and $41,600 for FY 24/25) have been added to the original contract amount of $110,000 for a new total of $178,800.

2. EXHIBIT "D" (SCHEDULE OF PERFORMANCE) is amended as follows:

Beginning November 2nd, 2023, Southwest Patrol shall begin patrolling the following nights per week providing armed security services:

Tuesdays 6:00 pm until Wednesday 2:00 am

Thursdays 6:00 pm until Friday 2:00 am.

Fridays 6:00 pm until Saturday 2:00 am

Saturdays 6:00 pm until Sunday 2:00 am

Sundays 6:00 pm until Monday 2:00 am.

MISCELLANEOUS PROVISIONS

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

4. 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.

5. 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.

[SIGNATURES ON THE FOLLOWING PAGE.]

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

CITY:

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

LA #4816-0428-6948 v1
08235-0001

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

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Southwest Patrol
By: _____
Name: John Stirn
Title: President

By: _____
Name: Mike Gagon
Title: Account Manager

Address: Southwest Patrol
1800 E. Lambert Rd. #155
Brea, CA 92821

ATTACHMENT C

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR ARMED SECURITY SERVICES

This SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 4th day of March 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Southwest Patrol, a limited liability corporation (herein "Consultant").

RECITALS

WHEREAS City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Armed Security Services" (the "Agreement") on or about June 5th, 2023, and

WHEREAS City and Consultant entered into that certain "First Amendment to Contract Services Agreement for Armed Security Services" (the "First Amendment") on or about October 16th, 2023, and

WHEREAS, it is the desire of the City and the Consultant to amend the Agreement as set forth in this Second Amendment to add additional armed security guards

AMENDMENT

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

1. EXHIBIT "C" (SCHEDULE OF COMPENSATION) is amended as follows:

Additional funds in the amount of $195,000 ($49,000 for the remainder of FY 23/24 and $146,000 for FY 24/25) have been added to the original contract to provide eight hours of coverage, for seven days a week from March 11th, 2024 through the end of fiscal year 2025.

2. EXHIBIT "D" (SCHEDULE OF PERFORMANCE) is amended as follows:

Beginning March 11th, 2024, Southwest Patrol shall begin patrolling seven days per week providing armed security services:

DAY SHIFTS

Mondays 8:00 am until Monday 4:00 pm

Tuesdays 8:00 am until Tuesday 4:00 pm

Wednesdays 8:00 am until Wednesday 4:00 pm

Thursdays 8:00 am until Thursday 4:00 pm

Fridays 8:00 am until Friday 4:00 pm

Saturdays 8:00 am until Saturday 4:00 pm

Sundays 8:00 am until Sunday 4:00 pm.

NIGHT SHIFTS

Tuesdays 6:00 pm until Wednesday 2:00 am

Thursdays 6:00 pm until Friday 2:00 am

Fridays 6:00 pm until Saturday 2:00 am

Saturdays 6:00 pm until Sunday 2:00 am

Sundays 6:00 pm until Monday 2:00 am

MISCELLANEOUS PROVISIONS

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

4. 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.

5. 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.

[SIGNATURES ON THE FOLLOWING PAGE.]

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

CITY:

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
Southwest Patrol
By: _____
Name: John Stirn
Title: President

By: _____
Name: Mike Gagon
Title: Account Manager

Address: Southwest Patrol
1800 E. Lambert Rd. #155
Brea, CA 92821

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

Back to Agenda

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

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

BACKGROUND

On July 7, 2014, the City Council adopted Resolution No. CC-1407-032 expanding the membership to a 12-member Senior Citizen Advisory Committee (Committee).

The City Council adopted Resolution No. CC-1903-013, Resolution No. CC-1906-029, and Resolution No. CC-1911-054 appointing eleven Committee members to a term ending on February 28, 2021.

On March 1, 2021, the City Council adopted Resolution No. CC-2103-009, extending the terms of the current membership to begin on March 1, 2021, and end on February 28, 2023.

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.

STAFF REVIEW

To be appointed to the Senior Citizen Advisory 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 two applications for appointment to the Committee.

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

Maria Pech	Ma Enriqueta Garza

In anticipation that the Mayor would make the appointments and that the City Council would approve the appointments, staff has prepared Resolution No. CC-2403-060 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 these appointments will start on March 18, 2024, and end on February 28, 2025.

LEGAL REVIEW

The City Attorney's office has reviewed Resolution No. CC-2403-060 and approved it as to form.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council: 1) Approve the Mayor's appointments by directing staff to insert the appointees' names in Section 1 of Resolution No. CC-2403-060; and 2) Adopt the resolution as amended.

Attachments: A. Resolution No. CC-2403-060
B. Applications for Appointment to the Senior Citizen Advisory Committee

ATTACHMENT A

RESOLUTION NO. CC-2403-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, CONFIRMING APPOINTMENTS 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, 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, eligible residents have submitted applications for appointment to the Committee; and

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

WHEREAS, the Mayor has appointed two (2) of the applicants to the Committee and the City Council wishes to ratify the appointments.

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

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

SECTION 2. All members of the Committee shall serve a term of office to commence on March 18, 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 18th day of March 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-2403-060 at a regular meeting of said Council held on the 18th day of March, 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

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

'24 JAN 18 1:31PM

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

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

Name: Maria Peck Daytime Phone: [redacted]

Home Address: [redacted] City: Garden Zip: 90245

E-mail Address: _____ Yrs. Lived in Lawndale: _____

Occupation: _____

Duties: _____

Employer: _____ Work Phone: ( ) _____

Address: _____ City: _____ Zip: _____

Educational Background/Degrees: _____

Licenses or Special Certificates Held: _____

List any other committees/commissions on which you have served, and the year(s) of service: _____

_____

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). _____

_____

References (include name and daytime phone number): (1) MA ENRIQUETA Garza [redacted]

(2) Maria Sprint [redacted]

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand 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: 01/18/24

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 LAWNDALE, 14717 BURIN AVENUE, LAWNDALE, CA. 90260
For information call (310) 973-3213

'24 JAN 18 1:31PM

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

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

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

Name: MA ENRIQUETA ZARZA Daytime Phone: [redacted]

Home Address: [redacted] City: _____ Zip: _____

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

Occupation: Caregiver

Duties: take care, companion, light housekeeping old ladies

Employer: IHSS Work Phone: ( ) _____

Address: _____ City: _____ Zip: _____

Educational Background/Degrees: college

Licenses or Special Certificates Held: community health worker UTRGV Texas

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). _____

References (include name and daytime phone number): (1) Maria Sprint [redacted]

(2) Maria Rich [redacted]

I hereby certify that this application is complete and true in all respects and understand that any falsification or omission may be cause for disqualification. I understand 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:** 01/18/2024

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 LAWNDALE, 14717 BURIN AVENUE, LAWNDALE, CA. 90260

For information call (310) 973-3213

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CITY OF LAWNDALE

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

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Hall, Assistant City Clerk

SUBJECT: **Potential Reschedule of Upcoming City Council Meeting on April 1, 2024**

BACKGROUND

The Cesar Chavez Day holiday is observed on March 31st each year. The City is observing this holiday on Monday, April 1, 2024, which is a regularly scheduled City Council meeting.

STAFF REVIEW

Due to the upcoming holiday, the City Council may wish to reschedule its meeting to Tuesday, April 2, 2024.

A review of the upcoming agenda items by staff found that there are business needs for the City Council to address.

LEGAL REVIEW

The City Attorney has reviewed and approved this report.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council:

1. Cancel the meeting of Monday, April 1, 2024; and
2. Reschedule the City Council meeting from Monday, April 1, 2024, to Tuesday, April 2, 2024; or
3. Provide staff with other direction.

Attachments: None.

CITY OF LAWNDALE

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

March 18, 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: **General Plan Annual Progress Report 2023**

BACKGROUND

The General Plan Annual Progress Report (APR) summarizes the City of Lawndale's progress towards implementing the goals, policies, and programs of the City's General Plan. It covers the period from January 1, 2023, through December 31, 2023. The report also reviews the activities of the Community Development Department including the Planning, Building and Safety, and Housing divisions.

This report is prepared in compliance with California Government Code Section 65400(a), which mandates that all cities and counties submit to the Governor's Office of Planning and Research (OPR) an Annual Report on the status and implementation of the General Plan.

The General Plan Update includes the elements mandated by State law, including land use, circulation, housing, conservation, open space, noise, environmental justice, and safety elements, as specified in Government Code Section 65302, to the extent that the issues identified by State law exist in the Planning Area.

At the discretion of each jurisdiction, the general plan may combine these elements and may add optional elements relevant to the physical features of the jurisdiction. The City may also address other topics of interest. The Community Development Department maintains the General Plan and monitors its implementation. The Planning Commission and the City Council oversee the effectiveness and relevancy of the General Plan, and its implementation activities, through its annual review.

This Annual Report also describes the City's progress in meeting its regional housing needs over the current reporting period and describes local efforts to remove government constraints on the maintenance, improvement, and development of housing to satisfy Government Code § 65400 (a)(2)(B)(i). The California Department of Community and Housing Development (HCD) requires specific information related to the development of housing in the city. This detailed information is summarized in the tables attached to this staff report.

ANALYSIS:

The Annual Progress Report summarizes General Plan-related actions undertaken during the reporting period. The following is a summary of major activities undertaken to implement the General Plan during the reporting period:

- There were approximately 3,190 recorded counter visits to the Community Development Department; 116 site plan reviews were performed; 94 residential property reports; and 1,855 building permits were issued.
- Adopting new residential developments standards (SB 9) and updating existing ordinances, including the accessory dwelling unit regulations reflecting AB (Assembly Bill) 221 and SB (Senate Bill) 897 updates.
- In 2023 the City adopted the Los Angeles County Fire Code Updates
- The City adopted new Building Permit fees.
- The City's General Plan (2045) and Environmental Impact Report were approved on December 4, 2023.
- Through the reporting period many new major businesses opened within City boundaries, reducing the number of vacancies for commercial spaces, as well as meeting the General Plan and Specific Plan goals and objectives. Some of the businesses that opened in 2023 were; AC Pro, Ocean Urgent Care, Dollar Tree, and Sprouts Farmers Market.

In the past, the Planning Commission has requested that staff make recommendations for ways to further implement the General Plan. The items listed below would all qualify as ways of implementing the General Plan:

1) **COMPLETE REVISION AND MODERNIZATION OF ZONING CODE.** Efforts are ongoing. The most recent revision includes the Density Bonus regulations and Accessory Dwelling Unit regulations considered by the City Council. The City of Lawndale is up to date with new zoning regulations and updates the City Zoning Code regularly.Staff is also currently working with a consultant to update the zonings list of permitted and conditionally permitted uses in each of the City's existing zone.

2) **UPDATE THE GENERAL PLAN.** General Plan 2045 was approved on December of 2023 along with the Environmental Impact Report.

3) **UPDATE THE HAWTHORNE BOULEVARD SPECIFIC PLAN.** The Hawthorne Boulevard Specific Plan is currently being updated and its completion is expected to be in the end of 2024.

4) **INCREASE INCENTIVES FOR COMMERCIAL AND RESIDENTIAL LOT MERGERS.** Applications are handled case by case.

5) **PROVIDE ADEQUATE HOUSING SITES THROUGH APPROPRIATE LAND USE, ZONING, AND SPECIFIC PLAN DESIGNATIONS TO ACCOMMODATE THE CITY'S SHARE OF REGIONAL HOUSING NEEDS.** The City is working on promoting housing and mixed-use development within the Hawthorne Boulevard Specific Plan corridor. The new updated Housing Element includes policies that will encourage building of more housing on the

Hawthorne Boulevard. Staff is working on updating the Zoning Code to increase density and adopt regulations to create overlays that will encourage housing, including affordable housing. The City has been working with developers on 3 proposed mixed-use projects in different areas. Two of those 3 proposed projects will be on Hawthorne Boulevard and one on Manhattan Beach Boulevard.

6) **COMPREHENSIVE PLAN TO REDUCE URBAN RUNOFF IN LAWNDALE.** The City's is enforcing the Model Water Efficient Landscape Ordinance (MWELO) for all projects within the city. MWELO is a statewide water efficiency law for new and renovated landscapes in California. It sets limits on high water use plants and irrigation equipment and incentivizes a holistic approach to landscaping that incorporates alternative water supplies like graywater, harvested rainwater, and recycled water. The purpose of water efficient landscape ordinances is to not only increase water efficiency but to improve environmental conditions in the built environment.

7) **UPDATE CEQA GUIDELINES FOR DEVELOPMENT.** Recently completed. The CEQA Guidelines were prepared and adopted in 2018, and no recent updates have been incorporated.

ENVIRONMENTAL ASSESSMENT

The General Plan Annual Progress Report is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of CEQA Guidelines, Section 15061 (b)(3), that there is no possibility that the APR may have a negative physical impact on the environment.

LEGAL REVIEW

The City Attorney has reviewed CC-2403-061 and has approved it as to form.

PUBLIC REVIEW

The Notice of public hearing is not required by State Law but was posted on the City's notice board located outside City Hall and published in the *Daily Breeze* on March 14, 2024.

COMMISSION REVIEW

On February 28, 2024, the Planning Commission held a public hearing, reviewed, and approved Resolution No. 24-04.

FISCAL IMPACT

No additional funding required.

RECOMMENDATION

Staff recommends that the City Council do the following;

A. The City Council review the 2023 draft Annual Report, make any desired revisions, and direct staff to forward the report to the State Department of Housing and Community Development and the Governor's Office of Planning and Research.

B. Approve and adopt Resolution CC-2403-061 as read by title.

Attachments:

A. CC Resolution CC- 2403-061
B. PC Resolution 24-04
C. General Plan Annual Progress Report 2023
D. Housing Element Implementation Progress Report

Attachment A.

CC Resolution CC- 2403-061

RESOLUTION NO. CC-2403-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ACCEPTING THE GENERAL PLAN ANNUAL PROGRESS REPORT 2023 AND APPROVING THE TRANSMITTAL OF THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND FINDING OF EXEMPTION FROM CEQA REQUIREMENTS

WHEREAS, the City of Lawndale ("City") has a General Plan, which was adopted in 1999, with the Housing Element being subsequently revised in 1997, 2001, 2010, 2014, 2021 and 2023; and

WHEREAS, in February 2022, the City Council adopted a Housing Element covering the period of 2021-2029, which was approved by the California Department of Housing and Community Development ("HCD") on October 13, 2022; and

WHEREAS, pursuant to Cal. Government Code section 65400, the City is required to prepare a General Plan Annual Progress Report (APR) for submittal to the City Council, Governor's Office of Planning and Research (OPR), and HCD by April 1st of each year; and

WHEREAS, the General Plan Annual Progress Report for calendar year 2023 was considered by the Planning Commission on February 28, 2024 and on this date, the Planning Commission approved Resolution 24-04 recommending that the City Council accept the General Plan Annual Progress Report 2023; and

WHEREAS, evidence was heard and presented from all persons interested in the General Plan Annual Progress Report for 2023, and the City Council has reviewed, analyzed and studied the General Plan Annual Progress Report for 2023.

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

Section 1. The City Council finds and determines that the recitals above are true and correct.

Section 2. The City Council hereby accepts the General Plan Annual Progress Report for the 2021 calendar year. The General Plan Annual Progress Report for calendar year 2023 appropriately and accurately summarizing the City's progress during 2023 in implementing the action policies in its adopted general plan.

Section 3. The City Council hereby directs City staff to forward the General Plan Annual Progress Report 2023 to the Governor's Office of Planning and Research and the California Department of Housing and Community Development Department in accordance with Government Code § 65400.

Section 4. The City Council finds that the General Plan Annual Progress Report for 2023 is exempt from the requirements of the California Environmental Quality Act ("CEQA") under the general

rule of CEQA Guidelines, Section 15061(b)(3), in that there is no possibility that the Annual Progress Report may have a significant negative physical impact on the environment.

PASSED, APPROVED AND ADOPTED this 18th day of March 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-2403-061 at a regular meeting of said Council held on the Council held on the 18th day of March 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					
Sirley Cuevas					
Rhonda Hofmann Gorman					

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

Attachment B.

PC Resolution No. 24-04

RESOLUTION NO. 24-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LAWNDALE, CALIFORNIA RECOMMENDING THE CITY COUNCIL ADOPT THE 2023 GENERAL PLAN ANNUAL PROGRESS REPORT

WHEREAS, the City of Lawndale ("City") has a General Plan, which was adopted in 1999, with the Housing Element being subsequently revised in 1997, 2001, 2010, 2014, 2022, and 2023; and

WHEREAS, in February 2022, the City Council adopted a Housing Element covering the period of 2021-2029, which was approved by the California Department of Housing and Community Development ("HCD") on October 13, 2022; and

WHEREAS, in December 2023, the City Council adopted the City of Lawndale General Plan 2045 along with the Environmental Impact Report; and

WHEREAS, pursuant to Cal. Government Code section 65400, the City is required to prepare a General Plan Annual Progress Report ("APR") for submittal to the City Council, Governor's Office of Planning and Research ("OPR"), and HCD by April 1st of each year; and

WHEREAS, the General Plan Annual Progress report for calendar year 2023 considered by the Planning Commission on February 28, 2024 is intended to satisfy the requirements of Government Code section 65400; and

WHEREAS, evidence was heard and presented from all persons interested in the General Plan Annual Progress Report for 2023, and the Planning Commission has reviewed, analyzed and studied the General Plan Annual Progress Report for 2023.

WHEREAS, this Resolution and its findings are made based upon the entire administrative record, including the testimony and evidence presented to the Commission at its February 28, 2024, hearing including, without limitation, the staff report submitted by the Community Development Manager.

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

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

Section 2. The General Plan APR for calendar year 2023 appropriately and accurately summarizes the City's progress during 2023 in implementing the action policies in its adopted General Plan.

Section 3. The Planning Commission directs the Community Development Manager, or designee, to forward the General Plan APR 2023 to City Council for its review and consideration.

Section 4. The Planning Commission further recommends the City Council find that the General Plan APR for 2023 is exempt from the requirements of the California Environmental Quality Act ("CEQA") under the general rule of CEQA Guidelines, Section 15061(b)(3), in that there is no possibility that the APR may have a significant negative physical impact on the environment.

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF FEBRUARY, 2024

_____
Ni Kal S. Price, Chairperson
Lawndale Planning Commission

ATTEST:

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

I, Jared Chavez, Community Development Manager for the City of Lawndale, California, do hereby certify that the foregoing **Resolution No. 24-04** was duly approved and adopted by the Planning Commission of the City of Lawndale at a regular meeting of said Commission held on the **28th day of February 2024** by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jared Chavez,
Community Development Manager

Attachment C.

General Plan Annual Progress Report

City of Lawndale
General Plan Annual Progress Report
Calendar Year 2023

February 2024



City of Lawndale
Community Development Department
Jose Hernandez, Associate Planner
14717 Burin Avenue
Lawndale, California 90260

Prepared by:
Jose Hernandez
Associate Planner
Community Development Department
(310) 973-3206
JHernandez@cityoflawndale.org

1. Introduction

The General Plan Annual Progress Report summarizes the City of Lawndale's progress towards implementing the goals, policies, and programs of the City's General Plan. The report covers the period from January 1, 2023 through December 31, 2023. The report also reviews the activities of the Community Development Department including the Planning, Building and Safety, and Housing divisions.

This report is prepared in compliance with California Government Code Section 65400(a), which mandates that all cities and counties submit to their legislative body, Governor's Office of Planning and Research and Department of Housing Community Development ("HCD") an Annual Report on the status and implementation of the General Plan.

The General Plan has 9 elements which have been updated to meet the current and future priorities of the City. The update includes the following elements: Mobility (Circulation), Resource Management (Conservation, Open Space and Air Quality), Public Safety (Safety and Noise), Environmental Justice, Economic Development, and Community Facilities. The diagram below identifies the elements included in the Lawndale General Plan and the corresponding requirement in State Law.



This Annual Report also describes the City's progress in meeting its regional housing needs over the current reporting period and describes local efforts to remove government constraints on the maintenance, improvement, and development of housing to satisfy Government Code § 65400 (a)(2). The report includes, (1) the status of the General Plan 2045 and progress in its implementation; (2) the progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement of housing; (3) the number of housing development applications received; (4) the number of units included in all development applications; (5) the number of units approved and disapproved; (6) the degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan; (7) a listing of sites rezoned to accommodate that portion of the City's share of the regional housing need for each income level that could not be accommodated on sites identified in the City's inventory; (8) the number of applications submitted pursuant to Government Code Section 65913.4(a) (i.e. streamline approval for affordable housing), and the location and the total number of developments approved, the total number of building permits

issued, the total number of units including both rental housing and for-sale housing by area median income category constructed using the process provided in Government Code Section 65913.4(b) (i.e. ministerial streamline approval process for affordable housing); (9) if the City has received funding pursuant to the Local Government Planning Support Grants Program, the information required pursuant to Health and Safety Code Section 50515.04(a); (10) the number of units in a student housing development for lower income students for which the developer of the student housing development was granted a density bonus; and (11) information related to density bonuses granted pursuant to Density Bonus Law (Gov. Code Section 65915), including the number of density bonus applications received, number of density bonus applications approved, and data from a sample of projects, approved to receive a density bonus from the city or county, including, but not limited to, the percentage of density bonus received, the percentage of affordable units in the project, the number of other incentives or concessions granted to the project, and any waiver or reduction of parking standards for the project. In addition, the Housing Successor Annual Report regarding the Low and Moderate Income Housing Asset Fund has been prepared pursuant to California Health and Safety Code Section 34176.1(f), which reports the activities of the Lawndale Housing Authority during the fiscal year.

Lawndale Background



Figure 1. Location Map

Incorporated in 1959, the City of Lawndale is a small but highly urbanized community located in the South Bay portion of Los Angeles County, approximately 3 miles east of the Pacific Ocean. Although Lawndale only encompasses approximately two square miles, the community is home to nearly 33,500 residents with very few parcels of remaining vacant land. Surrounding communities include the cities of Hawthorne to the north,

Redondo Beach to the west, and Torrance to the south. The City is well served by several regional transportation systems, including the San Diego (405) Freeway and Hawthorne Boulevard (107 Highway), which both pass through the community and provide access to major employment centers in Los Angeles County.

The City of Lawndale has grown from its predominately agricultural roots to a built-out City that is centrally located in the South Bay area, evolving into a bedroom community primarily consisting mostly of medium-density residential development.

2. Community Development Department

The Community Development Department is responsible for the review of development and building activity to ensure compliance with zoning and building codes, General Plan policies, the California Environmental Quality Act, and community values. The Department provides information to the general public on zoning, building, housing, redevelopment and economic development related matters; assists the community in establishing land use plans; ensures the quality of new projects through the development review process; and provides staff support to the Planning Commission, City Council, and the general public.

Counter activity is the number of counter visits recorded in the Department, which are kept and tracked on a monthly basis. Total *recorded* counter visits for 2023 were **3,190 visits,** which was much higher in comparison to the previous year which had **2,260 visits**. The counter visits had a significant increase due to accessory dwelling unit construction.

Planning Division

The Planning Division is responsible for two key functions: current planning and advanced planning. It is the Division's goal to provide timely and effective management of these two functions. Current planning involves the processing and review of various development applications for conformance with the City's Zoning Ordinance, General Plan, Specific Plan, and other land use policies. The Planning Division is responsible for reviewing applications and issuing permits pertaining to:

- Residential, commercial, and industrial design reviews
- Special Use Permits
- Subdivisions
- General proposed development

In 2023, the Planning Division processed **116** site plan review applications and **74** residential property reports, and brought **27** cases (e.g., SUPs, zoning code amendments) before the Planning Commission.



Figure 1. Site Plan Reviews

Advanced planning involves the City's long-range planning activities, which include updating and preparing various planning documents such as Specific Plans, the City's General Plan, and implementation of text amendments. Planning staff also assembles and maintains community data and demographics and coordinates the reporting of this data to outside agencies.

Building and Safety Division

The Building and Safety Division is responsible for a variety of tasks including issuing permits, processing plan check submittals, and inspections. The Building and Safety Division reviews all plans and permits for compliance with the California Building Code. New building construction and a majority of tenant improvements require plan check review for Zoning and Building Code compliance. These plan checks are reviewed by the Building and Safety Division, the Planning Division, the Fire Department, and the Engineering Division.

In addition to reviewing plans, the Building and Safety Division also issues permits. These types of permits include all construction related projects (residential, commercial, and industrial), grading, roofing, installation of mechanical and utility equipment, etc. **The** total number of permits issued in **2023 was 562**, which decreased from the 1,414 permits issued in 2022.

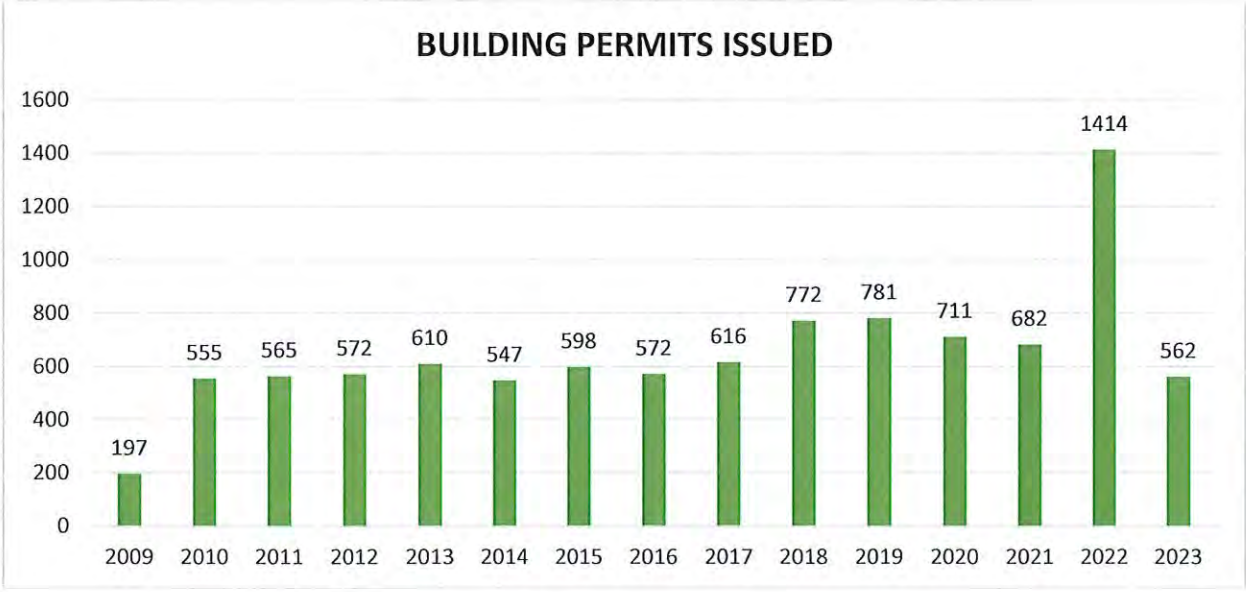


Figure 2. Building Permit Activity

Housing Division

Activity in the Housing Division slowed dramatically following the dissolution of the Redevelopment Agency which helped fund all of the City's housing programs. Although these programs were effectively on hold during the reporting period, the City is hoping in the near future to reintroduce the Great Neighborhoods Program with the injection of new housing funds provided from the Housing Division. Additionally, the City has received some set aside funds from the CA Department of Finance for the development of affordable housing projects. The City intends on using set aside funds in developing affordable housing incentives for developers.

3. General Plan Implementation Status

In preparation for a comprehensive update of its 1999 General Plan, the City of Lawndale appropriated funds in the fiscal year 2007-2008 budget for an evaluation of the General Plan. However, just as the housing crisis and economic downturn necessitated many cities to implement austerity measures, the City of Lawndale was also affected and forced to cut the appropriation from its general fund for the General Plan update.

The City of Lawndale approved General Plan 2045 in December of 2023.The Housing Element was adopted by the City Council in February of 2022.

Structure of the General Plan

Element	Type	Year Adopted
Community Development		
Land Use	Mandated	2023
Circulation	Mandated	2023
Housing	Mandated	2022
Environmental Justice	Mandated	N/A
Economic Development	Optional	2023
* HE updated in 2021; adopted 2/7/2022		
Resource Management		
Open Space	Mandated	2023
Conservation	Mandated	2023
Air Quality Management	Optional	2023
Hazard Management		
Safety	Mandated	2023
Noise	Mandated	2023

Table 1: City of Lawndale General Plan Elements

General Plan Amendments and Implementation Activities

The following represents the progress the City of Lawndale made towards implementing the goals and guiding policies of the General Plan during the reporting period.

Land Use Element

The Land Use Element establishes the policies for determining where certain land uses, such as residential, commercial, and industrial, are most desirable. The Land Use Element defines the physical areas in the City serving the needs of residents, businesses, and visitors.

LU-1.3 Diversity of Residential Options. Strive to maintain a reasonable balance between rental and ownership housing opportunities across all residential types, including

single family detached homes and senior housing, by maintaining a range of allowable land use densities.

In 2023 the City continued to implement the accessory dwelling unit ordinance that allows accessory dwelling units on properties that are already developed with a single family residence. The City updated the accessory dwelling unit ordinance to reflect the State's 2023 accessory dwelling unit updates. The intent of the accessory dwelling unit ordinance is to allow additional housing alternatives in which property owners could rent out accessory dwelling units, and provide opportunity to increase homeowner income, while helping to ease the high cost of living within the City. The City also updated and adopted the Housing Element which encourages low and moderate income level development.

Implementation Program 13. Zoning Ordinance Monitoring. In September 2013, the City adopted a Zoning Ordinance amendment to include provisions for emergency shelters, transitional housing, supportive housing, and single room occupancy housing. As part of the TOD grant study, the City will develop appropriate standards to facilitate mixed use developments and provide incentives to encourage mixed use affordable housing developments. Furthermore, the City will continue to monitor its development codes and procedures to ensure that no conditions exist to unduly constrain the development of housing in the City. When constraints are identified, the City will work to mitigate or eliminate such constraints. The key objectives and main components of the ordinance involve the following:

- *Result/Evaluation:* The City continues to monitor its development codes and procedures to ensure that no conditions exist to unduly constrain the development of housing in the City. The City amends its Zoning Ordinance yearly, sometimes even several times per year, to quickly address issues as they are identified and to ensure consistency with State regulations. When constraints are identified, the City will work to mitigate or eliminate such constraints.

- *Continued Appropriateness:* It is important for the City to regularly review its land use controls to minimize governmental constraints that could limit affordable housing development. Multiple programs are included in the 2021- 2029 Housing Element to monitor and mitigate potential governmental constraints, including Programs 11, 14, 16, and 18.

Development Activity

Building activity has remained relatively steady throughout the reporting period. Within the reporting period, 11 residential units were finalized and completed and a total of 43 ADU projects were submitted for Building and Safety plan check review. Nonetheless, most of the development activity within the reporting period came from property owners that were active with additions and remodeling projects. No new affordable units or student housing were built in the reporting period.

Provided in the following chart is a list of all new residential projects that were submitted for the 2023 calendar year.

	ADDRESS	DEVELOPMENT TYPE	PROJECT NO.	PLANNING APPROVAL DATE
1	4115 W. 159th Street	ADU	SPR 23-02	2/7/2023
2	4122 W. 164th Street	ADU	SPR 23-03	1/26/2023
3	4617 W. 161st Street	ADU	SPR 23-06	2/13/2023
4	4222 W. 162nd Street	ADU	SPR 23-10	pending
5	4749 W. 160th Street	ADU	SPR 23-13	5/31/2023
6	4436 1/2 W. 168th Street	ADU	SPR 23-14	11/20/2023
7	14926 Larch Avenue	ADU	SPR 23-15	7//3/2023
8	14927 Osage Avenue	ADU	SPR 23-18	6/29/2023
9	4107 W. 147th Street	ADU	SPR 23-20	pending
10	4575 W. 168th Street	ADU	SPR 23-22	3/16/2023
11	4223 W. 167th Street	ADU	SPR 23-28	12/6/2023
12	4004 W. 163rd Street	ADU	SPR 23-29	8/14/2023
13	4052 W. 147th Street	ADU	SPR 23-30	5/18/2023
14	4320 W. 163rd Street	ADU	SPR 23-37	pending
15	4308 W. 169th Street	ADU	SPR 23-38	6/12/2023
16	4612 W. 168th Street	ADU	SPR 23-43	9/11/2023
17	14817 Avis Avenue	ADU	SPR 23-44	7/24/2023
18	4739 W. 167th Street	ADU	SPR 23-45	7/25/2023
19	14420 Kingsdale Avenue	ADU	SPR 23-46	9/11/2023
20	4734 W. 152nd Street	ADU	SPR 23-48	7/24/2023
21	4329-21 W. 159th Street	ADU	SPR 23-50	7/26/2023
22	4619 W. 154th Street	ADU	SPR 23-51	11/20/2023
23	4756 W. 164th Street	ADU	SPR 23-53	9/21/2023
24	16106 Sombra Avenue	ADU	SPR 23-57	8/17/2023
25	4206 W. 166th Street	ADU	SPR 23-59	8/28/2023
26	4154 W. 167th Street	ADU	SPR 23-62	9/12/2023
27	4332-4334 W. 167th Street	ADU	SPR 23-67	11/20/2023
28	14825 Avis Avenue	ADU	SPR 23-68	9/7/2023
29	16018 Grevillea Avenue	ADU	SPR 23-69	pending
30	4227 Redondo Beach Blvd.	ADU	SPR 23-70	8/29/2023
31	17008 Condon Avenue	ADU	SPR 23-71	11/27/2023
32	14722 Avis Avenue	ADU	SPR 23-73	10/2/2023
33	4125 W. 162nd Street	ADU	SPR 23-77	pending
34	4038 W. 159th Street	ADU	SPR 23-82	12/6/2023
35	4166 W. 149th Street	ADU	SPR 23-84	1/9/2024
36	4332 W. 168th Sttreet	ADU	SPR 23-90	12/19/2023
37	15006 Eastwood Avenue	ADU	SPR 23-91	pending

38	4030 W. 159th Street	ADU	SPR 23-92	pending
39	14826 Avis Avenue	ADU	SPR 23-95	pending
40	4562 W. 161st Street	ADU	SPR 23-98	pending
41	4701-03 W. 161st Street	ADU	SPR 23-104	pending
42	4727 W. 162nd Street	ADU	SPR 23-110	pending
43	4446 W. 156th Street	ADU	SPR 23-112	pending
44	4719 W. 173rd Street	ADU	SPR 23-115	pending
45	4150 W. 168th Street	SFR-condo	SPR 23-05	pending
46	4427 W. 172nd Street	SFR and ADU	SPR 23-32	10/3/2023
47	15425 Hawthorne Blvd.	Mix Use Dev	SPR 23-33	pending
48	4025 W. 169th Street	Multi-Fam	SPR 23-65	pending
49	4332-4334 W. 167th Street	SFR & ADU	SPR 23-67	pending
50	16018 Grevillea Avenue	SFR & ADU	SPR 23-69	pending

Circulation Element

The safe and efficient movement of people and goods through cities is provided by a circulation system ranging from sidewalks to bikeways to roadways. As population and economic growth continue, cities have the challenge of improving the circulation system to deal with increased demands. The growth also impacts the infrastructure required to provide utilities and other services needed for those who live, work, and visit the City.

Goal M-1 Local Circulation System. The circulation system includes a hierarchy of roadways, railways, and off-street paths and trails that serve mobility and local access needs for those who live in, work in, or visit the City. The circulation system allows individuals to travel safely and conveniently to, from, and through the City by vehicle, transit, bicycles, foot, and other methods.

M-1 Actions

M-1a Periodically review and assess the vehicular level of service along City facilities to determine, what, if any, improvements are warranted to maintain a safe and efficient flow of traffic throughout the City of Lawndale. Based on a thorough review of facility operations and funding availability, improvements should be included in the City's Capital Improvement Plan and/or required as part of project approval through the development review process.

M-1b Continue to update and implement projects in the City's Capital Improvement Plan to maintain and repair roadways; construct and improve roadways to build out the roadway network to ensure adequate levels of service.

M-1c As part of the development review process, require new developments to conduct traffic impact studies and construct, as a condition of approval, all feasible roadway and intersection improvements warranted by the new development. These studies shall be reviewed by the City Engineer or his designated representative. For development that will increase the traffic demand along State

Route 107 (Hawthorne Boulevard), State Route 91 (Artesia Boulevard), and Interstate 405 (San Diego Freeway), traffic studies shall be submitted to Caltrans District 7 for approval.

M-1d Monitor the development of new mobility technologies and the potential local effects on vehicular, bicycle, pedestrian and transit facilities and operations and seek funding to invest in associated infrastructure and technologies such as Traffic System Management (TSM) and traffic signal synchronization.

M-1e Monitor cut-through traffic on local streets, especially along residential areas and schools, and where appropriate evaluate the applicability of traffic calming tools and implement improvements as necessary.

Housing Element

The Housing Element establishes the City's housing policies and programs. It serves as a guide for City officials in decision-making and sets forth an action plan to implement the City's housing goals. The Housing Element is intended to direct residential development and preservation in a manner consistent with the General Plan and the requirements of State Housing Element law. The current Housing Element covers the period from July 1, 2021 – June 30, 2029.

The Housing Element has been updated and it was adopted by the City Council on February 7, 2022. The Housing Element has been approved by the California Department of Community and Housing Development (HCD) for certification.

Housing Element implementation is further discussed in **Section 4. Housing Element Activity**.

Economic Development Element

Throughout the reporting period the City made efforts to decrease the vacancy rate within the City's commercial zones. New businesses such as AC Pro, Ocean Urgent Care, Dollar Tree, and Sprouts Farmers Market were opened or getting ready for business during the reporting period. The department is making ongoing efforts to facilitate the approval process for new businesses while complying with all local, state and federal regulations.

Open Space Element

Typical of most communities located within mature urbanized settings, Lawndale has a limited amount of open space areas. Open space areas are important not only to provide recreational activities for residents, but also as a visual break from the built environment.

Goal RM-1. Parks, Recreation, and Open Space. Parks, recreation, and open space facilities provide innumerable benefits that enrich a community. There are two forms of

parkland provided in the City – parks that are City-owned and parks that are contracted through a Joint Powers Agreement with the Lawndale Elementary School district for City utilization. The City operates the Harold E. Hofmann Community Center and the Dan McKenzie Community Garden. The City strives to provide well-planned, welcoming, and safe opportunities for recreation to all members of the community.

Goal RM-6 Water Conservation. Water is an indispensable resource that is integral to Lawndale's prosperity and growth. The City embraces an integrated water management approach in order to preserve these precious resources for years to come

Goal RM-5. Energy Resources. Future development within the City will result in increased energy demands for the operation of businesses, homes, and transportation facilities. To reduce greenhouse gas emissions, pollutants, and ensure that there are adequate energy resources for future generations, safe management and conservation methods need to be implemented

During the 2023 reporting period the City with coordination with the South Bay Cities of Governments continued to follow the adopted Climate Action Plan ("CAP"). The CAP serves as a roadmap and guidance document for reducing GHG emissions within City operations and the community at large. The CAP includes a list of non-binding goals, measures, and sub-strategies for the possible emission reductions by sector to reach the City's GHG target for 2023. The forecast continues to describe the impacts of these strategies on the City's target for the year 2035.

Air Quality Management Plan

Due to the nature of the guiding and implementing policies of the Air Quality Management Plan, the efforts to implement this element of the General Plan are on-going. Projects are reviewed on a case-by-case basis for adverse air quality impacts to the environment and sensitive receptors.

Safety Element

Natural and non-natural hazards present a variety of risks to persons who live, work, and visit the City. The City aims to reduce the potential risk of death, injuries, property damage, and the economic and social dislocation resulting from hazards.

In 2012, the City applied for grant funding through the State of California 2008 Disaster Recovery Initiative Program, which is under the Community Development Block Grant Program. This application was made to update the Safety Element and the City's Local Hazard Mitigation Plan. In January 2013, the City received notice that funding had been awarded in the amount of $250,000. Accordingly, the Safety Element and the local hazard Mitigation Plan were updated and adopted in August of 2016. During the reporting period, efforts have been undertaken to initiate the further update of the Safety Element and the Local Hazard Mitigation Plan.

Due to the nature of the guiding and implementing policies of the Safety Element, the efforts to implement this element of the General Plan are on-going. Projects are reviewed on a case-by-case basis. Additionally, staff receive training in emergency preparedness and local hazard mitigations on an annual basis.

Noise Element

Due to the nature of the guiding and implementing policies of the Noise Element, the efforts to implement this element of the General Plan are on-going. Projects are reviewed on a case-by-case basis for adverse noise impacts to the environment and sensitive receptors, and the City continues to enforce its noise ordinances.

4. Housing Element Activity

The 2021-2029 Housing Element is designed to address the existing and projected housing needs across all economic segments of the community. The City Council adopted the 2021-2029 Housing Element in February 2022. The Housing Element was approved by the HCD for certification on October 13,2022.

During the reporting period the Community Development Department continued implementing the Housing Element's Housing Plan. This included the ongoing implementation of programs for housing conservation, production of housing, provision of adequate housing sites, removal of governmental constraints, and promotion of equal housing opportunity.

Regional Housing Needs Assessment ("RHNA")

The current RHNA Plan was adopted by the Southern California Association of Governments (SCAG) Regional Council in July 2020. Under the RHNA Plan, each of the SCAG jurisdictions received an allocation of new housing units, which they are expected to facilitate the construction of during the 2021-2029 assessment period. There are many ways to "facilitate" construction of these units. At a minimum, each jurisdiction is expected to provide land zoned to accommodate housing at the densities required to provide the total number of units and meet the affordability requirements mandated by State law. Table B (attached) shows the progress made towards fulfilling the RHNA allocation including the number of residential development projects completed in the City from January 1, 2023 – December 31, 2023, categorized by income level.

Affordable Housing Categories and Income Limits

Affordable housing is broken down into four categories. Each category is based upon a percentage of median income for Los Angeles County, adjusted for household size. The income limits are updated annually by the U.S. Department of Housing and Urban Development and form the income eligibility limits used by the HCD. These household income limits, as defined by California Housing Element law, are:

- Acutely Low: Households earning a low income limit to equal 15% of the medium income.
- Very Low: Households earning less than 50% of median family income
- Low: Households earning 51% to 80% of median family income
- Moderate: Households earning 81% to 120% of median family income
- Above Moderate: Households earning over 120% of median family income

Qualifying income limits for each group are based on household size. HCD determined annual gross income limits for Los Angeles County households in 2023 are shown below.

Income Category	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Acutely low	10350	11800	13300	14750	15950	17100	18300	19450
Extremely Low	26500	30300	34100	37850	40900	43950	46950	50560
Very Low	44150	50450	56750	63050	68100	73150	78200	83250
Low	70650	80750	90850	100900	10900	117050	125150	133200
Median	68750	78550	88400	98200	106050	113900	121750	129600
Moderate	82500	94300	106050	117850	127300	136700	146150	155550

Table 2: Household Income Limits

Housing Production in Context with City Housing Policy

Production of affordable housing is facilitated by means of several specific City policies and housing programs. Primary City housing programs include the Rental Rehabilitation Program, Acquisition and Rehabilitation Program, Condominium Conversion Ordinance, Affordable Housing Development Program, Accessory Dwelling Unit Ordinance, and Density Bonus Ordinance. However, many of these programs have been severely impacted by the loss of Redevelopment Agency Housing Set-Aside funds and are effectively on hold until new funding sources can be secured.

20142021 RHNA Production Summary

For the current RHNA cycle, 111 total units have been constructed (i.e., Certificate of Occupancy issued). Of those units, zero (0) fall within the affordable categories. During the reporting period, twenty-three (11) new units were constructed.

Housing Production Expectations

Near term efforts in the present RHNA cycle will continue to focus on identifying underutilized sites for higher density mixed-use and affordable housing development. Information collected on economic development strategies and during the 2021-2029 Housing Element update provided a starting point for identifying the vacant and underutilized sites, which are anticipated to provide the land necessary to sufficiently meet the current RHNA allocation. Combined with other affordable housing development efforts, such as density bonus incentives, residential second unit construction, development of accessory dwelling units and non-profit projects, the City is capable of meeting the established RHNA target for the current housing cycle.

Attachment D.

Housing Element Annual
Implementation Progress Report

Please Start Here

General Information	
Jurisidiction Name	Lawndale
Reporting Calendar Year	2023
Contact Information	
First Name	Jose
Last Name	Hernandez
Title	Associate Planner
Email	Jhernandez@lawndalecity.org
Phone	3109733206
Mailing Address	
Street Address	14717 Burin Avenue
City	Lawndale
Zipcode	90260

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Jurisdiction	Lawndale	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5						6	7	8	9	10		11	12	13
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (DFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions regested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below:								0	0	0	0	0	0	0	0	0						
	4074-008-023	4115 W. 159th Street	SPR 23-02		ADU	O								1	1			NONE	No	No		Ministerial	
	4074-014-008	4122 W. 164th Street	SPR 23-03		ADU	O								1	1			NONE	No	No		Ministerial	
	4080-006-010	4617 W. 161st Street	SPR 23-06		ADU	O								1	1			NONE	No	No		Ministerial	
	4074-007-027	4222 W. 162nd Street	SPR 23-10		ADU	O								1	1			NONE	No	No		Ministerial	
	4080-004-023	4749 W. 160th Street	SPR 23-13		ADU	O								1	1			NONE	No	No		Ministerial	
	4081-031-006	4436 1/2 W. 168th Street	SPR 23-14		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-023-008	14926 Larch Avenue	SPR 23-15		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-025-025	14927 Osage Avenue	SPR 23-18		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-013-010	4107 W. 147th Street	SPR 23-20		ADU	O								1	1			NONE	No	No		Ministerial	
	4081-019-039	4575 W. 168th Street	SPR 23-22		ADU	O								1	1			NONE	No	No		Ministerial	
	4081-019-039	4223 W. 167th Street	SPR 23-28		ADU	O								1	1			NONE	No	No		Ministerial	
	4074-021-014	4004 W. 163rd Street	SPR 23-29		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-017-001	4052 W. 147th Street	SPR 23-30		ADU	O								1	1			NONE	No	No		Ministerial	
	4075-005-005	4320 W. 163rd Street	SPR 23-37		ADU	O								1	1			NONE	No	No		Ministerial	
	4075-012-018	4308 W. 169th Street	SPR 23-38		ADU	O								1	1			NONE	No	No		Ministerial	
	4081-015-004	4612 W. 168th Street	SPR 23-43		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-017-020	14817 Aws Avenue	SPR 23-44		ADU	O								1	1			NONE	No	No		Ministerial	
	4081-001-025	4739 W. 167th Street	SPR 23-45		ADU	O								1	1			NONE	No	No		Ministerial	
	4078-030-030	14420 Kingsdale Avenue	SPR 23-46		ADU	O								1	1			NONE	No	No		Ministerial	
	4079-008-004	4734 W. 152nd Street	SPR 23-48		ADU	O								1	1			NONE	No	No		Ministerial	
	4074-004-036	4529-21 W. 159th Street	SPR 23-50		ADU	O								1	1			NONE	No	No		Ministerial	
	4079-011-023	4619 W. 154th Street	SPR 23-51		ADU	O								1	1			NONE	No	No		Ministerial	
	4080-013-015	4756 W. 164th Street	SPR 23-53		ADU	O								1	1			NONE	No	No		Ministerial	
	4074-007-038	16106 Sombra Avenue	SPR 23-57		ADU	O								1	1			NONE	No	No		Ministerial	
	4075-009-021	4200 W. 166th Street	SPR 23-59		ADU	O								1	1			NONE	No	No		Ministerial	
	4075-002-054	4154 W. 167th Street	SPR 23-62		ADU	O								1	1			NONE	No	No		Ministerial	
	4075-010-013	4332-4334 W. 167th Street	SPR 23-67		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-017-019	14825 Aws Avenue	SPR 23-68		ADU	O								1	1			NONE	No	No		Ministerial	
	4080-027-013	16018 Grevillea Avenue	SPR 23-69		ADU	O								1	1			NONE	No	No		Ministerial	
	4075-016-006	4227 Redondo Beach Blvd.	SPR 23-70		ADU	O								1	1			NONE	No	No		Ministerial	
	4081-034-050	17008 Condon Avenue	SPR 23-71		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-016-007	14722 Aws Avenue	SPR 23-73		ADU	O								1	1			NONE	No	No		Ministerial	
	4074-011-025	4125 W. 162nd Street	SPR 23-77		ADU	O								1	1			NONE	No	No		Ministerial	
	4074-025-007	4038 W. 159th Street	SPR 23-82		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-024-003	4166 W. 149th Street	SPR 23-84		ADU	O								1	1			NONE	No	No		Ministerial	
	4075-011-013	4332 W. 168th Sttreet	SPR 23-90		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-025-008	15006 Eastwood Avenue	SPR 23-91		ADU	O								1	1			NONE	No	No		Ministerial	
	4074-025-009	4030 W. 159th Street	SPR 23-92		ADU	O								1	1			NONE	No	No		Ministerial	
	4077-016-013	14826 Aws Avenue	SPR 23-95		ADU	O								1	1			NONE	No	No		Ministerial	
	4080-021-019	4562 W. 161st Street	SPR 23-98		ADU	O								1	1			NONE	No	No		Ministerial	
	4080-005-015	4701-03 W. 161st Street	SPR 23-104		ADU	O								1	1			NONE	No	No		Ministerial	
	4080-008-020	4727 W. 162nd Street	SPR 23-110		ADU	O								1	1			NONE	No	No		Ministerial	
	4079-030-029	4446 W. 150th Street	SPR 23-112		ADU	O								1	1			NONE	No	No		Ministerial	
	4081-007-029	4719 W. 173rd Street	SPR 23-115		ADU	O								1	1			NONE	No	No		Ministerial	
	4075-003-056	4150 W. 168th Street	SPR 23-05		SFD	O								1	1			NONE	No	No		Ministerial	
	4081-028-021	4427 W. 172nd Street	SPR 23-32		SFD	O								1	1			NONE	No	No		Ministerial	
	4079-018-007	15425 Hawthorne Blvd.	SPR 23-33		5+	R								187	187			NONE	No	No		Discretionary	
	4074-016-016	4025 W. 160th Street	SPR 23-65		5+	R								11	11			NONE	No	No		Discretionary	
	4075-010-013	4332-4334 W. 167th Street	SPR 23-67		2 to 4	O								2	2			NONE	No	No		Ministerial	
	4080-027-013	16018 Grevillea Avenue	SPR 23-69		2 to 4	O								1	1			NONE	No	No			

Jurisdiction	Lawndale	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		#VALUE!
	4074-008-023	4115 W. 159th Street		SPR 23-02	ADU	O						1	0	2/7/2023	1
	4074-014-008	4122 W. 164th Street		SPR 23-03	ADU	O						1	0	1/26/2023	1
	4080-006-010	4617 W. 161st Street		SPR 23-06	ADU	O						1	0	2/13/2023	1
	4074-007-027	4222 W. 162nd Street		SPR 23-10	ADU	O						1	0	pending	1
	4080-004-023	4749 W. 160th Street		SPR 23-13	ADU	O						1		5/31/2023	1
	4081-031-006	4436 1/2 W. 168th Street		SPR 23-14	ADU	O						1		11/20/2023	1
	4077-023-008	14926 Larch Avenue		SPR 23-15	ADU	O						1		7//3/2023	1
	4077-025-025	14927 Osage Avenue		SPR 23-18	ADU	O						1		6/29/2023	1
	4077-013-010	4107 W. 147th Street		SPR 23-20	ADU	O						1		pending	1
	4081-019-039	4575 W. 168th Street		SPR 23-22	ADU	O						1		3/16/2023	1
	4081-019-039	4223 W. 167th Street		SPR 23-28	ADU	O						1		12/6/2023	1
	4074-021-014	4004 W. 163rd Street		SPR 23-29	ADU	O						1		8/14/2023	1
	4077-017-001	4052 W. 147th Street		SPR 23-30	ADU	O						1		5/18/2023	1
	4075-005-005	4320 W. 163rd Street		SPR 23-37	ADU	O						1		pending	1
	4075-012-018	4308 W. 169th Street		SPR 23-38	ADU	O						1		6/12/2023	1
	4081-015-004	4612 W. 168th Street		SPR 23-43	ADU	O						1		9/11/2023	1
	4077-017-020	14817 Avis Avenue		SPR 23-44	ADU	O						1		7/24/2023	1
	4081-001-025	4739 W. 167th Street		SPR 23-45	ADU	O						1		7/25/2023	1
	4078-030-030	14420 Kingsdale Avenue		SPR 23-46	ADU	O						1		9/11/2023	1
	4079-008-004	4734 W. 152nd Street		SPR 23-48	ADU	O						1		7/24/2023	1
	4074-004-036	4329-21 W. 159th Street		SPR 23-50	ADU	O						1		7/26/2023	1
	4079-011-023	4619 W. 154th Street		SPR 23-51	ADU	O						1		11/20/2023	1
	4080-013-015	4756 W. 164th Street		SPR 23-53	ADU	O						1		9/21/2023	1
	4074-007-038	16106 Sombra Avenue		SPR 23-57	ADU	O						1		8/17/2023	1
	4075-009-021	4206 W. 166th Street		SPR 23-59	ADU	O						1		8/28/2023	1
	4075-002-054	4154 W. 167th Street		SPR 23-62	ADU	O						1		9/12/2023	1
	4075-010-013	4332-4334 W. 167th Street		SPR 23-67	ADU	O						1		11/20/2023	1
	4077-017-019	14825 Avis Avenue		SPR 23-68	ADU	O						1		9/7/2023	1
	4080-027-013	16018 Grevillea Avenue		SPR 23-69	ADU	O						1		pending	1
	4075-016-006	4227 Redondo Beach Blvd.		SPR 23-70	ADU	O						1		8/29/2023	1
	4081-034-050	17008 Condon Avenue		SPR 23-71	ADU	O						1		11/27/2023	1
	4077-016-007	14722 Avis Avenue		SPR 23-73	ADU	O						1		10/2/2023	1
	4074-011-025	4125 W. 162nd Street		SPR 23-77	ADU	O						1		pending	1
	4074-025-007	4038 W. 159th Street		SPR 23-82	ADU	O						1		12/6/2023	1
	4077-024-003	4166 W. 149th Street		SPR 23-84	ADU	O						1		1/9/2024	1
	4075-011-013	4332 W. 168th Sttreet		SPR 23-90	ADU	O						1		12/19/2023	1
	4077-025-008	15006 Eastwood Avenue		SPR 23-91	ADU	O						1		pending	1
	4074-025-009	4030 W. 159th Street		SPR 23-92	ADU	O						1		pending	1
	4077-016-013	14826 Avis Avenue		SPR 23-95	ADU	O						1		pending	1
	4080-021-019	4562 W. 161st Street		SPR 23-98	ADU	O						1		pending	1
	4080-005-015	4701-03 W. 161st Street		SPR 23-104	ADU	O						1		pending	1
	4080-008-020	4727 W. 162nd Street		SPR 23-110	ADU	O						1		pending	1
	4079-030-029	4446 W. 156th Street		SPR 23-112	ADU	O						1		pending	1
	4081-007-029	4719 W. 173rd Street		SPR 23-115	ADU	O						1		pending	1
	4075-003-056	4150 W. 168th Street		SPR 23-05	SFD	O						1		pending	1

Jurisdiction	Lawndale	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

	4081-028-021	4427 W. 172nd Street	SPR 23-32	SFD	O						1		10/3/2023	1
	4079-018-007	15425 Hawthorne Blvd.	SPR 23-33	5+	O								pending	0
	4074-016-016	4025 W. 169th Street	SPR 23-65	5+	O								pending	0
	4075-010-013	4332-4334 W. 167th Street	SPR 23-67	2 to 4	O								pending	0
	4080-027-013	16018 Grevillea Avenue	SPR 23-69	2 to 4	O								pending	0

CITY OF LAWNDALE

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

March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Mike Estes, Director of Community Services

SUBJECT: First Amendment to Contract Services Agreement for Chapala Dance Academy

BACKGROUND

The City's Community Services Department facilitates recreation-based classes for both Lawndale and non-Lawndale residents. Each business entity hired to instruct classes at the Lawndale Community Center enters into a fiscal year agreement with the City for an amount consistent with the previous year's participation levels.

STAFF REVIEW

For the past two years Chapala Dance Academy, LLC (CDA) has been the City's most successful contract recreation program offering cultural dance classes each Monday and Wednesday evening from 4:00 to 7:00 pm at the Lawndale Community Center. CDA offers twelve class sessions per fiscal year totaling approximately thirty six classes.

Revenue Payment Structure:
Due to Assembly Bill 5 (AB5), which requires the City to move as far away as possible from any potential employer/employee relationship, instructors are paid 100% of class revenues as opposed to the former 70/30 split payment structure. The City's portion of revenue is based upon a facility use fee of $25.00 per hour for all instructors under contract with the City.

Revenue Limits in Original Agreement:
The 2023-24 fiscal year agreement between the City and CDA approved by the City Council in July 2023 was for a not to exceed amount of $30,000.00. This amount was based upon actual participation numbers and revenue amounts paid to the instructor in FY 2022-23. Contract class programs typically run in cycles as certain classes become more popular than others and vice-versa.

Actual Revenue Projections:
Effective the end of the winter quarter second session, CDA has accrued $28,305.00 in revenue of which $3,850.00 has been retained by the City for the use of the Community Center Dance Room for 154 hours of instructional time. Therefore, with four class sessions remaining, CDA will exceed the original contract amount at the close of the third session of the winter quarter at the end of this month. Thus, this amendment is necessary to avoid any future payment delays for revenues due to the instructor in FY 2023-24

Actual Revenue Projections (Cont.):
With the spring quarter traditionally being the most popular quarter in terms of enrollment, we estimate that CDA will easily exceed $40,000.00 in revenue for FY 2023-24; however, will likely finish somewhere below $45,000.00 in revenue for FY 2023-24.

First Amendment Details:
The first amendment agreement between the City and CDA is for a total amount not to exceed $45,000.00, or an additional $15,000.00 above the original contract services agreement approved by the City Council in July 2023.

LEGAL REVIEW

The City Attorney's office has reviewed the attached First Amendment to Contract Services Agreement for Instructor to Use City Facilities and has approved it to form.

FISCAL IMPACT

The fiscal impact to the City will be indirect as only revenues collected by the City will be paid to the instructor at the conclusion of each class for the actual number of participants enrolled and program fees collected. Past and future FY 2023-24 payments to CDA have/will be paid from the FY 2023-24 Community Services Department Budget, Contract Services line item – 277-510-530.100.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the attached First Amendment to Contract Services Agreement to Use City Facilities between the City of Lawndale and Chapala Dance Academy, LLC for an amount not to exceed $45,000.00; or

2. Provide further direction

Attachments:

A. First Amendment to Contract Services Agreement to Use City Facilities

B. Agreement to Contract Services Agreement to Use City Facilities

C. FY 2023-24 Instructor Actual Revenue and Revenue Projection Spreadsheet

Attachment A

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 18th day of March 2024, by and between the CITY OF LAWNDALE, a municipal corporation (herein "City") and Chapala Dance Academy, LLC a California corporation (herein "Instructor").

RECITALS

WHEREAS, City and Instructor entered into that certain Agreement entitled "Contract Services Agreement for Instructor to Use City Facilities" (the "Agreement") on or about July 5, 2023, and

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

AMENDMENT

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

SECTION 2, PAYMENT FOR SERVICES, Basic Fee Amount, Sub Section 2.1 is amended as follows:

2.1 Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $45,000.00. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $45,000.00 during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

MISCELLANEOUS PROVISIONS

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

2. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.

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

4. 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.

[SIGNATURES BELOW]

CITY:

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

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

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
Chapala Dance Academy, LLC
A California Corporation

By: _____
Martha Zambrano
Sole Member

Address: 14608 Dublin Avenue
Gardena, CA 90249

[END OF SIGNATURES]

Attachment B

CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES

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

RECITALS

A. Instructor desires to provide four sessions of cultural dance classes comprised of up to three mini sessions each summer, fall, winter and spring. Each mini session will be comprised of approximately six classes, excluding certain holidays, at the Harold E. Hofmann Community Center located at 14700 Burin Avenue, Lawndale, CA 90260. Instructor may use the City facility on Mondays and Wednesdays during the term of this Agreement between the hours of 5:00 p.m. and 8:00 p.m., excluding certain holidays.

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

C. This Agreement will expire on June 26, 2024.

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

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

1.2. Submittals to the City. On or before July 6, 2023, the Instructor will provide the following documents to the Community Services Department: a completed W9 form, proof of successful completion of an adult and child CPR and First Aid class, proof of all insurance required, the Live Scan fingerprints and related criminal background checks as required by Section 1.6 of this Agreement, a copy of Instructor's business license, and proof of medical certification as required in Section 1.7 of this Agreement. If Instructor has no staff, Instructor must provide a written statement, in a form approved by the City's Risk Manager, signed under the penalty of perjury confirming that she has no staff in lieu of Worker's Compensation Insurance.

On or before October 3, 2023, Instructor shall provide proof of current First Aid and Adult Child CPR/AED Certification with a completion date no older than two years to the Community Services Department.

On or before October 3, 2023, Instructor will be required to complete a Live Scan criminal background check as required in Section 1.6 prior to classes under this Agreement beginning.

On or before October 3, 2023, Instructor shall provide test results per Section 1.7 no older than four years to the Community Services Department.

1.3. Term; Arrival and Set-Up.

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

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

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

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

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

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

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

2. PAYMENT FOR SERVICES.

2.1. Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed $30,000.00. Net class revenues shall be defined as gross revenues, minus a facility use fee of $25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding $30,000.00 during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

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

3. GENERAL PROVISIONS.

3.1. Termination.

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

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

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

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

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

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

3.7. Independent Contractor. The City will not have any control over the manner, mode, or means by which Instructor performs the classes at the City facility under this Agreement except as described in this Agreement. Instructor will teach the classes as an independent contractor. Instructor will not at any time or in any manner represent that it or any of its employees or staff are employees of City. Instructor represents and warrants that the personnel used to teach the classes in the City facility pursuant to this Agreement are classified by Instructor as employees. In the event that Instructor or any employee of Instructor using the City facility under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Instructor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Instructor or any staff of Instructor used to teach classes at a City facility are employees of the City.

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

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

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

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

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

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

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

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

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

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

The following are acceptable types of insurance/financial responsibility:

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

By: _____
Sean M, Moore, City Manager

Date: 8/10/23

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

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

By: _____
Martha Zambrano
Manager, Sole Member

Date: 7/5/2023

Attachment C

FY 2023-24 Instructor Payment Spreadsheet - Actual and Projected Payments			
Note: Facility Use Fee Counts Against Budget Amount, Updated 3/7/24			
Instructor: Chapala Dance Academy, LLC			
Session:	**Amount Paid/Projected**	**Running Total**	**Facility Use Fees**
Summer, Session I	$3,640.00	$3,640.00	$450.00
Summer, Session II	$3,510.00	$7,150.00	$400.00
Summer, Session III	$3,250.00	$10,400.00	$350.00
Summer Total:	**$10,400.00**	**$10,400.00**	**$1,200.00**
Fall, Session I	$3,510.00	$13,910.00	$400.00
Fall, Session II	$3,430.00	$17,340.00	$600.00
Fall, Session III	$3,495.00	$20,835.00	$600.00
Fall Total:	**$10,435.00**	**$20,835.00**	**$1,600.00**
Winter, Session I	$4,030.00	$24,865.00	$525.00
Winter, Session II	$3,440.00	$28,305.00	$525.00
Winter, Session III	$0.00	$28,305.00	$0.00
Winter Total:	**$7,470.00**	**$28,305.00**	**$1,050.00**
Spring, Session I	$0.00	$28,305.00	$0.00
Spring, Session II	$0.00	$28,305.00	$0.00
Spring, Sesion III	$0.00	$28,305.00	$0.00
Spring Total:	**$0.00**	**$28,305.00**	**$0.00**
FY 2023-24 Total	**$28,305.00**	**$28,305.00**	**$3,850.00**

Notes:	Completed:
Original Contract Amount, 30,000.00	Yes
Original PO Amount, 30,000.00	Yes
Contract Amendment to $45,000.00 scheduled for approval on March 18, 2024.	Pending

CITY OF LAWNDALE

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

March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Mike Estes, Director of Community Services

SUBJECT: **Lawndale Youth Development Center, Phase One Services Agreement**

BACKGROUND

The City has secured $9,110,000.00 dollars ($9,280,000.00 effective September 2024 and 9,460,000.00 effective September 2025) to construct a Youth Development Center (LYDC) consisting of one multi-use building, an outdoor skate park and a dog park. The two City-owned properties being designed for the LYDC project are depicted on Attachment A to this report for quick and easy access. Such attachment is also included on page nine of the attached BOA Architecture's Request for Proposal (RFP) response dated January 17, 2024.

STAFF REVIEW

LYDC Project Properties and Project Elements:
The primary City-owned project site depicted on Attachment A is titled "Location of Proposed Youth Development Center" which is the existing property where the City's Municipal Services Department, Cable Television Division and the inactive Historical Society currently reside.

The secondary City-owned project site depicted on Attachment A is titled "Property for Proposed Dog Park", which is the existing City-owned property on the northeast corner of De Oro Lane and adjacent to Burin Avenue. At this time the property includes a modest amount of parking spaces being used by nearby residents for overnight and as needed parking.

Project Financing:
Due to the ongoing escalation of costs for construction materials and labor, City staff does not believe it has enough funding to complete a project comprised of completely new construction. For example, recent inquiries from design professionals regarding construction costs and materials for similar and newly constructed buildings have revealed that current costs are approximately $600.00 per square foot on the low end and approximately $800.00 per square foot on the high end. In addition, there is no way of knowing how costs may escalate between now and when the construction activities take place.

Due to the projected costs, City staff believes that a renovation, retrofit and modification of the existing building would make sense. For example, the size of the building could be reduced by demolishing a

Project Financing (Cont.)
portion of the building on the west end and recovering the lost square footage by building out to the north where applicable. This modification to the building and the addition of a second level would allow for the inclusion of an outdoor skate park adjacent to Grevillea Avenue. City staff believes that the east end of the existing building may be more useful than the west end of the building. An outdoor skate park adjacent to Grevillea Avenue may be desirable as that location is across the street from a school, adjacent to a relatively busy street, a public library and fewer single-family homes that may be bothered by the noise contrary to such element being constructed adjacent to Burin Avenue.

Restricted Funding for LYDC Building Element:
The $4,000,000.00 dollars in State funding secured by the City is restricted funding and must be used on the LYDC building element as the existing agreement between the City and State requires. As well, the $4,000,000.00 dollars in Federal funding secured by the City is restricted and must be used on the LYDC building element. This leaves the City with a total of $8,000,000.00 in restricted funding for the LYDC building element.

Restricted Funding for LYDC Outdoor Skate Park, and Dog Park:
The City currently has approximately $1,100,000.00 in Los Angeles County Recreation, Parks and Open Space (LACRPOSD) Measure A Annual Allocations funding. In September 2024, this amount will grow by approximately $180,000.00 and total approximately $1,280,000.00. In September 2025, this amount will grow by approximately $180,000.00 and total approximately $1,460,000.00. In September 2026, this amount will grow by approximately $180,000.00 and total approximately $1,640,000.00. This funding is restricted to recreation-based projects.

LACRPOSD has already confirmed that this funding is eligible for use on the two recreation-based elements mentioned above. In addition, any leftover funding could be used on level one of the LYDC building element which is to be comprised strictly of teen center-style elements if Option One is selected as the final design. City staff has communicated extensively with LACRPOSD about being able to use additional restricted LACRPOSD funding on a percentage basis if Option 2 is selected due to the Municipal Services Departments occupancy in the building. Once the design of the project gets to the point in which things are settled and a design option is in place, City staff will gets this in writing from LACRPOSD so additional restricted funding can be used on a percentage basis.

Costs for LYDC Outdoor Skate Park and Dog Park:
Research by City staff reveals that realistic costs for the following elements could be as follows: 6,000 square feet outdoor skate park = $600,000.00/$700,000.00; 3,000 square feet dog park = $100,000.00. City staff is projecting that the final cost for the two recreation-based elements above would cost approximately $700,000.00 on the lower end and $800,000.00 on the higher end. Depending upon the timing of the project, this could allow the City to include approximately $600,000.00 of leftover LACRPOSD funding which can be used for the LYDC building element and potentially augmenting the funding for the LYDC building to approximately $9,710,000.00.

Additional Funding:
City staff has applied for a competitive Land, Conservation and Wildlife Fund (LCWF) grant for an additional $400,000.00. Understanding that Lawndale is an "underserved and economically disadvantaged" community as determined by the State and Federal government, Lawndale will likely will score high on the application and chances are better than average that we could be awarded a

Additional Funding (Cont.):
competitive grant. However, grant decisions will not be made by the National Parks Service (NPS) until November 2024. If this grant funding is awarded to the City, the funding could be augmented to approximately $10,310,000.00 of which $2,310,000.00 would be restricted to recreation-based projects such the LYDC element, outdoor skate park, dog park and parking lot if a parking lot is to be included in the project.

American Rescue Plan Act Funding (ARPA) is not eligible for new construction projects; however, is available for renovation or rehabilitation of existing buildings. ARPA funding would be available for project Option One or Option 2. A commitment of $1,000,000.00 of ARPA funding to the renovation of the LYDC building element would increase available funding for the LYDC building to approximately $11,310,000.00 with the availability of remaining LACRPOSD funding, a potential NPS grant award in the fall of 2024 and ARPA funding.

Youth Development Center Project Options:
Since the City is certain that there is not enough funding for an entirely new project, City staff is suggesting that BOA Architecture, once under contract for the Phase One agreement, can develop two conceptual designs for future consideration by the City Council. Once the City has a feel for costs of each conceptual design, the City Council may want to reduce the Phase One scope of work to one conceptual design and narrow the focus. Both options below do not include parking as each of the two designs being created will generally be attended by teenagers who typically do not drive. Again, it can be determined during Phase One whether a parking lot for the LYDC project is necessary. Below are two ideas for the development of two conceptual design options:

Option #1 (Attachment B):
- Modify the existing Municipal Services Department building (MSDB) by demolishing the west third of the building and clearing the way for an outdoor skate park adjacent to the modified building and Grevillea Avenue;
- Renovate the ground floor of the remaining portion of the existing MSDB to include covering the patio and building out to the north towards De Oro Lane to make up for lost square footage as a result of the take-away of the western third of existing MSDB;
- Renovate the modified MSDB to include the portion of the building where the cable television division and City records storage currently exists for the LYDC; and
- Add a newly constructed second floor to accommodate Municipal Services Department operations such as, administrative offices, employee workstations, conference room, customer service area and other necessary spaces;
- Relocate the cable television division to a newly built space in the build-out area to the north towards De Oro Lane, or to the second floor new construction, or a two-level space; and
- Develop a dog park at the City-owned parking lot adjacent to Burin Avenue.

Option #2 (Attachment C):
- Renovate the footprint of the existing MSDB and add a newly constructed build-out to the north towards De Oro Lane and adjacent to the existing MSDB and freeing up newly developed space for the LYDC;
- Relocating the cable television division to the west end of the existing MSDB and utilizing the east end where the cable television division currently resides for LYDC operations;

Option #2 (Cont.):

- Leaving the Municipal Services Department where they currently reside and potentially using the build-out to the north towards De Oro Lane for additional Municipal Services Department use;
- Forgoing an outdoor skate park and including a dog park in the City-owned parking lot adjacent to Burin Avenue; and
- Potentially adding a modest and newly constructed second floor above the area at the east end of the MSDB where the cable television and records retention storage area currently resides for additional LYDC programming space; and
- Develop a dog park at the City-owned parking lot adjacent to Burin Avenue.

Request for Proposal (RFP) Process:
City staff released an RFP on December 19, 2023 to approximately 18 architectural, design and planning consultants for phase one of the LYDC project. The solicitation was also included on the City's website.

On January 17, 2024, the City received 8 RFP responses from highly qualified consultants. The RFP Review Committee comprised of department heads from Community Services, Municipal Services and Public Works departments rated each proposal on a 100-point scale.

RFP Review Committee Ratings Table:

Consultant	Project Timeline	Project Cost	Overall Rating	Final Rank
BOA Architecture, Long Beach	18 Weeks**	$157,000***	91.3****	1
Icon and Ikon, Lawndale	10 Weeks*	$275,000**	75	7
KFA Architecture, Culver City	16 Weeks**	$227,500**	88.3****	3
LandMarc, Los Angeles	8 Weeks*	$285,000**	84.3	4
Maam, Los Angeles	11 Weeks*	$262,156**	79.3	6
Rios, Los Angeles	16 Weeks*	$284,600**	81.3	5
Studio One Eleven, Long Beach	19 Weeks**	$218,300**	87.6****	2
SVA Architects, Santa Ana	15 Months*	$996,300*	72	8

*Community Outreach phase was not included in the RFP, hence shorter project timelines.
**Community Outreach phase added to total project costs.
***Community Outreach phase was included in original RFP response.
****One of the top two rated consultants who were asked to add a Community Outreach plan and costs.

RFP Results:
As a result of the RFP Review process BOA Architecture of Long Beach, California was the lowest-priced and most responsible Consultant. BOA Architecture specializes in designing recreation-based facilities and has completed numerous projects in California such as, community centers, parks, skate parks and teen centers.

Community Outreach Program Added:
BOA Architecture included a Community Outreach phase in its original RFP response. Therefore, to create a level playing field, the two consultants with the second and third highest point totals were invited to submit a timeline and cost estimates for the addition of a community outreach phase which were both reflected in the final costs for each consultant.

Contract Specifics:
Per the attached agreement, BOA Architecture will complete the following Phase One tasks for the LYDC project at a not to exceed cost of $157,000.00:

Pre-design Tasks:
- Kick-off Meeting with City to verify scope of work;
- Obtain client as-built drawings;
- Project management;
- Confirm cost and work plan;
- Site observations and assessments; and
- Measurements and photos.

Community Outreach Tasks:
- One community/design charrette meeting to be held at the project site on a Saturday;
- One community/collective vision meeting to be held at an indoor City location such as the community center;
- One draft master plan review and refinement meeting; and
- One final master plan presentation meeting for the project stakeholders.

Completion of Property and Environmental Reports:
- Land surveys and soils reports;
- Topographical land survey reports;
- Geotechnical and percolation testing; and
- Hazardous materials testing.

Deliverables:
- Approximately six design/follow up meetings with City staff;
  CAD-3D renderings as needed to produce photo-realistic 3D models;
- Three continuously evolving conceptual designs for both City-owned properties as illustrated in attached agreement Exhibit "A-1" as community outreach feedback is gathered;
- Necessary number of City-required revisions for continuously evolving conceptual designs, floor plans and exterior elevation options for the creation of two final design(s) to be considered by Council for approval as final conceptual designs; and
- Cost estimates for the number of design options being presented to the City Council for final approval or selection of one final conceptual design to be used as the basis of Phase Two development for the Lawndale Youth Development Center project.

Project Timeline:
BOA Architecture will complete the above-mentioned tasks in no more than 18 weeks implementing the following milestones:
- 15-week process start to finish (March 11, 2024 – June 20, 2024)
- 16 weeks to City Council for feedback or potential selection of final design (July 1, 2024)
- 18 weeks to City Council for selection of final design (July 15, 2024)

ENVIRONMENTAL ASSESSMENT

The LYDC project has been cleared by the California Natural Resources Agency (CNRA), the grant administrator for the State funding, with a "Notice of Exemption" filed by the City in October 2022. The United States Department of Housing and Urban Development (HUD), the Federal grant administrator for the Federal funding has not required any environmental review due to the City's successful contesting of a prior ruling requiring an environmental assessment.

LEGAL REVIEW

The City Attorney has reviewed the attached Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center and this staff report and has approved them as to form.

FISCAL IMPACT

Los Angeles County Recreation, Parks and Open Space District Measure A Technical Assistance Program (TAP) funds will be used to pay for all Phase One Architectural, Design and Planning costs on a reimbursable basis. Initially, funding will be provided for in the FY 2023-24 Community Services Department, Measure A Parks Program Budget, Fund 281-510-580.211.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the attached Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center between the City and BOA Architecture at a cost not to exceed $157,000.00; or

2. Provide further direction.

Attachments:

A. Depiction of primary and secondary property for the Lawndale Youth Development Center Project titled respectfully as "Location of Proposed Youth Development Center" and "Property for Proposed Dog Park".

B. Option One, Draft Conceptual Drawing

C. Option Two, Draft Conceptual Drawing

D. Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center Project

E. BOA Architecture Request for Proposal Response dated January 17, 2024

Attachment A

Location of Proposed Youth Development Center

Property for Proposed Dog Park



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2024 Google 50 ft

Attachment B

Lawndale Youth Development Center, Option 1

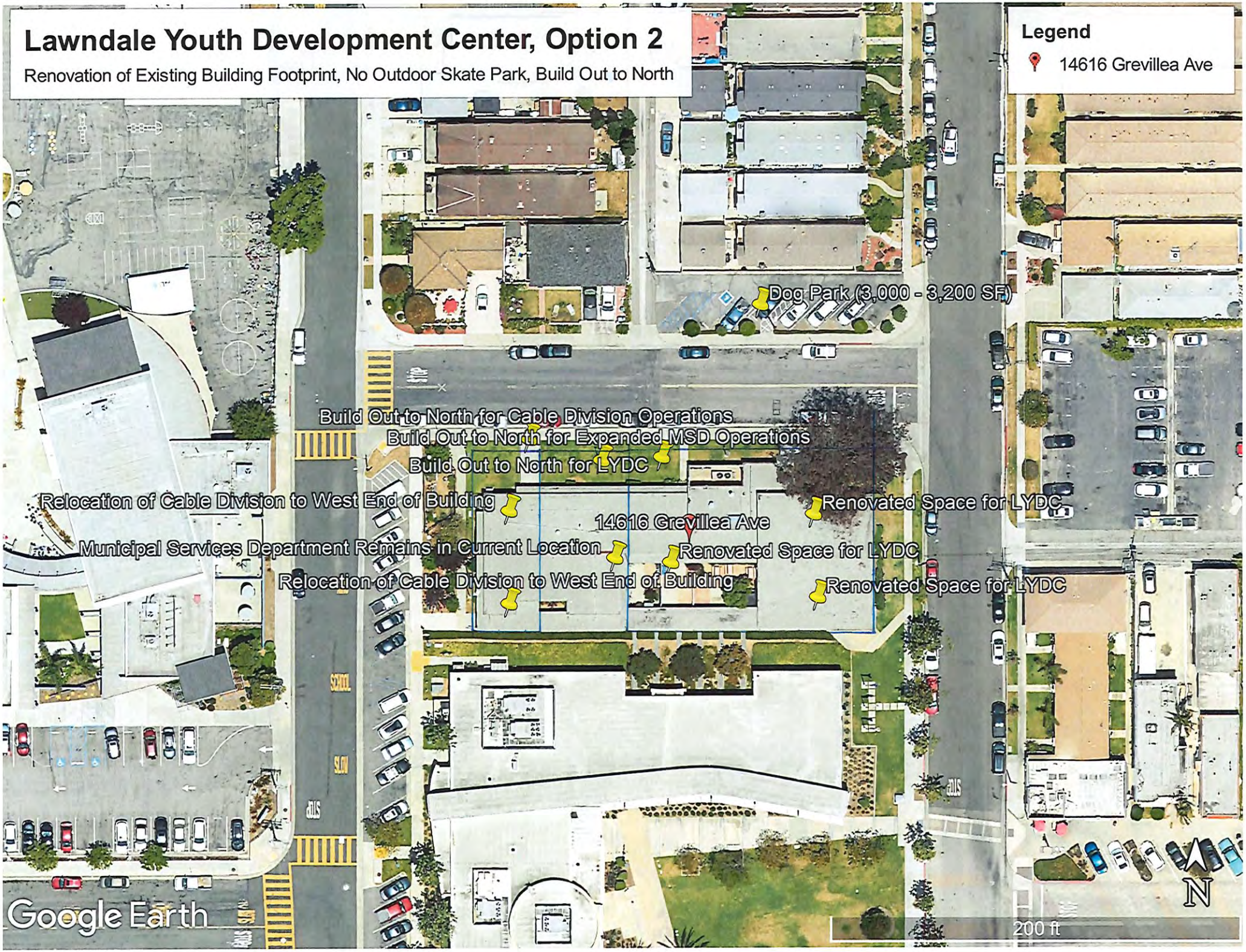
Elimination of West End of MSDB and Inclusion of Skate Park and Dog Park



Attachment C

Lawndale Youth Development Center, Option 2

Renovation of Existing Building Footprint, No Outdoor Skate Park, Build Out to North



Attachment D

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR PHASE ONE ARCHITECTURAL, DESIGN AND PLANNING SERVICES FOR THE LAWNDALE YOUTH DEVELOPMENT CENTER

This Contract Services Agreement ("Agreement") is made and entered into this 4th. day of March, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Black O'Dowd and Associates, Incorporated, dba as BOA Architecture ("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 One Hundred Fifty Seven Thousand dollars ($157,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on Monday, March 11, 2024 and continue in full force and effect until completion of the services no later than July 19, 2024.

4.0 COORDINATION OF WORK

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

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

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in

connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of Professional Liability insurance in an amount not less than $2,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to

or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

orally, for the purpose of influencing a governmental decision, the Consultant and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
BOA Architecture, Incorporated, a California corporation

By: _____ DocuSigned by 2-22-24
Name: Edward Lok Ng
Title: President

By: _____
Name: Kyle Ng
Title: Secretary/Treasurer

Address: Black O'Dowd and Associates, Inc.
1511 Cota Avenue
Long Beach, CA 90813

EXHIBIT "A"

SCOPE OF SERVICES

Items below are not listed in chronological order. BOA Architecture will determine the order in which each task mentioned below is completed based upon the needs of the project and to conform to the project timeline included in Exhibit "D" of this agreement.

BOA Architecture is responsible for managing the following sub-consultants while completing Phase One services included in the agreement such as, but not limited to: David Volz Landscape Architects, Spohn Ranch Skate Park Designer and all other unknown sub-contractors completing tasks such as, but not limited to: site investigations, field measurements, land surveys, soils reports, photos and hazardous material reports.

Pre-Design Tasks:
BOA Architecture is required to facilitate and/or complete the following pre-design activities:

- Kick-off Meeting with City to verify scope of work;
- Obtain client as-built drawings;
- Project Management
- Confirm Cost and Work Plan
- Site Observations and Assessments
- Measurements and Photos
- Community Outreach Programming

Phase One Goals and Objectives of the City:
To complete Phase One services included in this agreement by developing conceptual designs and cost estimates that will effectively represent the entire project in subsequent phases. As well, to maximize the use of both designated properties for the Lawndale Youth Development Center project. Such project shall be comprised of the following recreational elements to be conceptualized on the primary City-owned property illustrated on attached Exhibit "A-1" titled "Location of Proposed Youth Development Center": 1) one Skate Park; 2) one Parking Lot; and 3) one Multi-use Building. Furthermore, to complete the conceptual design maximizing the use of the secondary City-owned property attached as Exhibit "A-1" titled as "Property for Proposed Dog Park" and comprised of one Dog Park.

Community Outreach:
BOA Architecture is required to facilitate the Community Outreach program for the Lawndale Youth Development Center with the goal of obtaining as much community feedback as possible from a number of potential user groups such as: pre-teenagers, teenagers, young adults and other individuals who desire to provide input, or whom may be potential users of the Lawndale Youth Development Center. Additional required Community Outreach elements shall include: 1) advertising and marketing all workshops and community meetings to Lawndale Elementary School District and Centinela Valley Union School District schools; 2) creation of attractive and attention-grabbing hard copy and printed resources such as posters and flyers to be displayed at each school; 3) digital advertising materials to be shared on City websites, webpages, social media applications, school district newsletters and other resources to be determined by the City.

EXHIBIT "A"

SCOPE OF SERVICES (CONT)

Community Outreach (Cont.):
All printed and digital advertising and/or marketing materials must be bilingual and produced in both English and Spanish languages.

The Community Outreach phase will be comprised of the following three-step meeting process titled "Community Inspired Design Program for Lawndale Youth Development Center, Skate Park and Dog Park" schedule and included as attached Exhibit "A-2" and as identified on the Community Outreach Work Plan schedule in the BOA Architecture Request for Proposal response dated January 17, 2024: 1) one community/design charrette meeting; and 2) one community/collective vision meeting, both to be held at a City of Lawndale facility; 3) one draft Master Plan review and refinement meeting; and 4) one final Master Plan presentation meeting for the project stakeholders.

Property and Environmental Reports Required by the City:
BOA Architecture is required to complete the necessary land survey, soil and environmental reports such as, Topographical Land Survey Reports, Geotechnical and Percolation Testing Reports for both existing City-owned outdoor property footprints as illustrated in attached Exhibit "A-1". In addition, BOA Architecture is required to complete Hazardous Materials Testing and Reports for the existing Lawndale City Animal Control building attached as Exhibit "A-1" titled "Location of Proposed Youth Development Center".

Deliverables:
BOA Architecture is require to provide the City with the following Phase One deliverables per the project timeline identified in Exhibit "D" Schedule of Performance:

- Approximately six design/follow up meetings with City staff;
- CAD-3D renderings as needed to produce photo-realistic 3D models;
- Three continuously evolving conceptual designs for both City-owned properties as illustrated in attached Exhibit "A-1" as community outreach feedback is gathered;
- Necessary number of City-required revisions for continuously evolving conceptual designs, floor plans and exterior elevation options for the creation of to three final design(s) to be considered by Council for approval as final conceptual designs; and
- Cost estimates for the number of design options being presented to the City Council for final approval or selection of one final conceptual design to be used as the basis of Phase Two development for the Lawndale Youth Development Center project.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

	ITEM DESCRIPTION	ITEMIZE DCOST	TOTAL COST
	Milestones:		
A.	Project Kickoff Meeting, Site Investigation, Verify Field Measurements, Land Survey(s), Soils Report(s), Hazardous Material Reports(s), Advertise for Community Outreach	$45,000	
B.	Community Outreach	$10,000	
C.	Submit 50% Conceptual Design, floor Plan Options, Site Plan Options, Skate Park Options, and Dog Park Options	$50,000	
D.	Submit 90% Conceptual Design	$45,000	
E.	Submit Final Construction Design	$7,000	
	TOTAL COST FOR PHASE ONE:		**$157,000**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The City believes the following target dates and milestones in the project schedule below are attainable as identified in Section D. Generic Project Schedule in the BOA Architecture Request for Proposal response dated January 17, 2024. Such project schedule will determine project start date, project pace and project conclusion periods for Phase One services included in the agreement:

Notice to Proceed:
The Notice to Proceed confirming the project start date will be administered by the Los Angeles County, Recreation, Parks and Open Space District, the funding entity for Phase One services included in this agreement.

Project Schedule:

Dates:

1. March 11, 2024 – March 22, 2024
2. March 25, 2024 – April 5, 2024
3. April 8, 2024 – May 10, 2024
4. May 13, 2024 – May 20, 2024
5. May 21, 2024 – June 21, 2024
6. June 24, 2024 – July 1, 2024
7. July 2, 2024 – July 31, 2024

Milestone(s):

1. Project Kickoff Meeting, Site Investigation, Verify Field Measurements, Land Survey, Soils Report(s), Hazardous Materials Report(s), Advertise for Community Outreach
2. Community Outreach
3. Submit 50% Conceptual Design, Floor Plan Options, Site Plan Options, Skate Park Options, and Dog Park Options
4. Client Review Period
5. Submit 90% Conceptual Design
6. Client Review Period
7. Submit Final Construction Design

Attachment E

JAN 17, 2024

CITY OF LAWNDALE

RFP ARCHITECTURAL, DESIGN AND PLANNING SERVICES FOR A NEW LAWNDALE YOUTH DEVELOPMENT CENTER PROJECT

SAMPLE SIMILAR PROJECTS DESIGNED BY BOA ARCHITECTURE & DVD LANDSCAPE ARCHITECTS:



Sierra Madre Youth Activity-Teen Center
New 1st Floor Entry & 2nd Floor Addition
City of Sierra Madre



Woodbury Skatepark
DVD + Spohn Ranch
City of Garden Grove



LA County ISD, Convert Fire Station to the East LA
Indoor Youth Boxing Club, County of Los Angeles



Mas Fukai Park Renovation, New Community Center/Teen Center
BOA + DVD Team
City of Gardena



Woodbury Skatepark
DVD + Spohn Ranch
City of Garden Grove



Mas Fukai Park Renovation, New Community Center/Teen Center
BOA + DVD Team
City of Gardena

BOA Architecture *Government Services*

BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900

POINT-OF-CONTACT:
EDWARD LOK NG, PRESIDENT
LOK.NG@BOAARCHITECTURE.COM

TABLE OF CONTENTS



City of Anaheim:
Staton Skatepark



City of Tustin:
Tustin Legacy Skatepark



City of Anaheim:
Staton Skatepark



City of Tustin:
Tustin Legacy Skatepark

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B. List of Sub-Contractors Being Used
C. Itemized List of Costs
D. Generic Project Schedule
E. Supplemental Information
F. References
G. List of Projects Completed
H. Required Insurances

A. COVER LETTER

BOA Architecture
Government Services

1511 Cota Avenue
Long Beach, CA 90813 www.boaarchitecture.com
Telephone: 562-912-7900

Re: Architectural, Design and Planning Services for a New Lawndale Youth Development Center Project

Jan 17th, 2024

To: Mike Estes, City of Lawndale Community Service Director

TEEN CENTER AND MUNICIPAL PARKS EXPERTISE

After thoroughly reviewing your RFP and having completed numerous Teen Centers, municipal parks, and municipal skateparks, we feel that the BOA Design Team is a very "good fit" for your Architectural, Design, and Planning Services for a New Lawndale Youth Development Center Project. If awarded this project, we are ready to sign an Agreement with you.

As the prime-consultant BOA is an 8-person architectural firm with a competitive advantage in municipal architectural projects including: Teen Centers, Senior Centers, Community Centers, City Halls, Civic Centers, Gymnasiums, Swimming Pools, Parks & Recreations, Public Restrooms, Daycare, Libraries, and many other municipal building types. Our "sweet spot" are architectural either new or renovation construction projects in the $90,000 to $9,000,000 range. 95% of our past and recent workload are for municipalities such as your city. In continuous business in the local South Bay Area, for over 60 years, BOA has completed architectural design services for over 2000 public works projects for over 80 local cities and public entities. We have completed numerous architectural projects for nearby municipalities; for the cities of Torrance, Carson, Hawthorne, Gardena, Redondo Beach, Santa Monica, and many more.Of particular interest to you is that we have completed over 500 Public Park facilities architectural projects for numerous municipalities and counties. We have completed the design of over 100 community centers (Teen Centers, Senior Centers, and Community Centers). Joining BOA on our Design Team is renowned Public Park designer, David Volz Design (DVD), Landscape Architects. DVD has designed over 1000 public park projects. BOA & DVD recently completed or is in the design phase, for 5 municipal park renovation projects at South Gate Hollydale Park, Gardena Mas Fukai Park, Glendale Fremont Park, Glendale Verdugo Park, Glendale Glorietta Park, and Diamond Bar Heritage Park. Also joining our team is world-renowned, but local skate-park designer Spohn Ranch. Spohn Ranch is also noted for their meticulous detailing as skate park builders. We are confident we can compete favorably with just about any other firm on these types of municipal park (site amenities and building) projects. Our staff expertise and production systems are geared toward these types of indoor or outdoor recreation projects for the community. Our Design Team is highly experienced, very creative, extremely knowledgeable, and able to lead group discussions involving Community Outreach, and with your City Staff that lead to comprehensive conceptual design results. Attached is our Design Team's qualifications and fee proposal for your review.

BOA Architecture's mission statement is to be a recognized leader in architecture and to consistently exceed the expectations of our clients, employees and design partners. We thank you for your time and consideration.

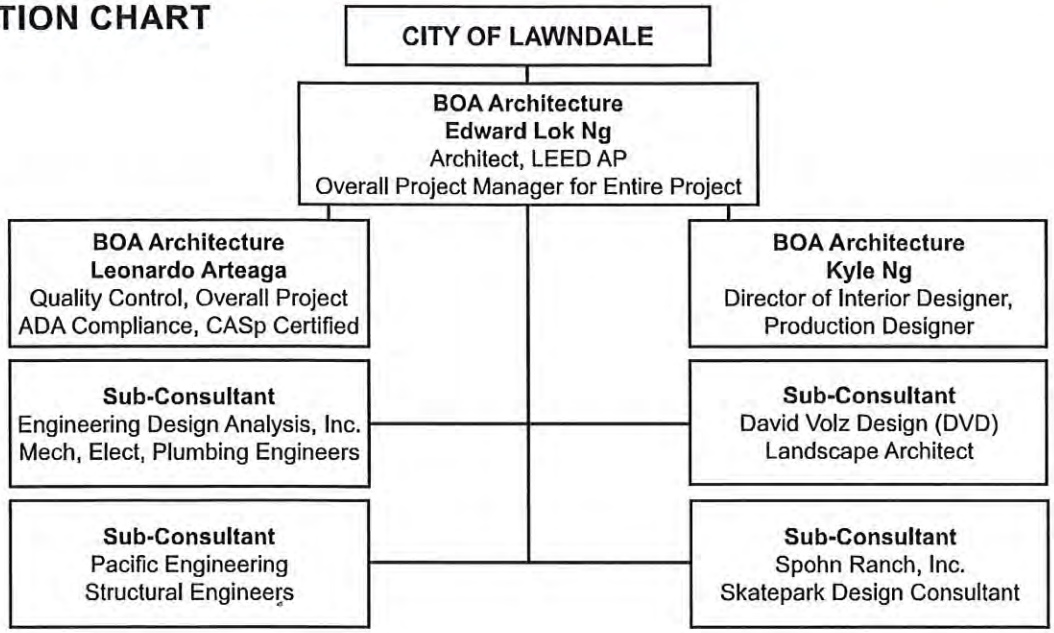
BOA ARCHITECTURE

Edward Lok Ng, Architect/ LEED AP President
Cell Phone (310) 480-7730

Secondary Contact: Kyle Ng Secretary/Treasurer
Cell Phone (562) 972-8067

B. LIST OF SUB-CONTRACTORS BEING USED

ORGANIZATION CHART



Our BOA In-House staff resumes are attached in this section. Please note that BOA Architecture, as the prime-consultant, will be responsible for all aspects of your project, including architecture and engineering. BOA staff, Edward Lok Ng, Architect, will be the project manager overseeing your entire project design, and have day-to-day communication with you. Leo Arteaga, CASp, will lead the ADA compliance assessment and design, and be responsible for the Quality Control of the entire set of drawings and Construction Documents. Kyle Ng, Interior Designer, will design the building interior and select all the interior finishes. Our sub-consultants that are listed above are all State of California licensed professionals in their respective disciplines, and have teamed with BOA on numerous other municipal projects for over 20-years. Note that only our 2 major sub-consultant's, DVD and Spohn Ranch, qualifications are attached in the Supplemental Information Section. Our minor consultants qualifications are available upon request.

Mechanical Engineer: Engineering- Design-Analysis 10231 Slater Ave., Suite 203, Fountain Valley, CA 92708 Kevin Friedman, P.E. CA State License# 27267- holds a BSME from Purdue University. Mr. Friedman has over 30 years' experience in facilities planning and design, interiors design, special building systems planning and design, laboratory design, controls, energy conservation, and computerized building modeling and simulation for commercial and public works projects. EDA has worked with BOA on over 500 building renovation projects for over 20 years.

Structural Engineer: Pacific Engineering, 17703 Crenshaw Blvd. Torrance, CA 90504 Contact Victor Chai-Prasert 310-612-3102
17703 Crenshaw Blvd. Torrance, CA 90504; Victor Chaiprasert CA State License #C36235 - Mr. Chaiprasert is a registered structural engineer in the State of California with over 30 years of experience in steel, timber, masonry and reinforced concrete construction of all types of structures. BOA has worked with Pacific Engineering for over 20 years.

Landscape Architect: DVD Landscape Architect, 151 Kalmus Dr., Suite M8, Costa Mesa, CA 92626 Contact Eric Sterling 714-641-1300
In continuous business for 30 years, David Volz Design (DVD) has teamed with BOA on numerous public park renovation projects. DVD has a long resume of outstanding new and park refurbishment projects. DVD has completed skateparks in Garden Grove and Costa Mesa, and has provided complete makeovers for community facilities creating new recreation offerings, providing up-to-date access opportunities, and updating the viability of existing park infrastructure. DVD is currently working on large park refurbishment projects in Santa Ana, Yorba Linda, Baldwin Park, L.A. City and Costa Mesa. Primrose Park in Temple City, a Proposition 68-funded project, was opened to much fanfare in February of this year. DVD just completed a 5-year multi-million-dollar update of South Gate's 100-acre community park, and recently Orangewood Park in West Covina was completely rebuilt into a stellar community facility. We have designed a fourteen-million-dollar makeover for Fremont Park with BOA, Glendale's oldest park, this project will be under construction currently. We have also partnered with BOA on the Mas Fukai Park project for the City of Gardena. Hollydale Park for City of South Gate, Glorietta Park & Verdugo Park for City of Glendale.

Skatepark Design Consultant: Spohn Ranch Skateparks, Inc., 6824 S Centinela Ave. Los Angeles, CA 90230 Contact Vince Onel 626-330-5503
Aaron Spohn, Founder & President of Spohn Ranch. Spohn Ranch began as a community, anchored by Aaron Spohn's Los Angeles backyard half-pipe, and grew into an award-winning skatepark design/build firm. A cornerstone of action sports progression for over 30 years, Spohn Ranch's backyard roots have spread globally, culminating in hundreds of cutting-edge creations. Via three decades of projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull, Vans and MTV, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality skateable terrain possible. With hundreds of years of combined specialty construction experience and an incredible passion for skateboarding, Spohn Ranch's highly-skilled craftsmen, including shotcrete nozzlemen certified by the American Concrete Institute, pride themselves on designing and building skateparks with the relentless dedication to finish and detail that Spohn Ranch is known for. BOA has not worked with Spohn Ranch, but DVD has colaborated with Spohn Ranch for over 20 years.

BOA RESUMES

EDWARD LOK NG
ARCHITECT, LEED AP



PROJECT RESPONSIBILITY

Maintain Client communication, lead overall design effort in form and function, compile client and user group input and maintain day-to-day contact with Client, and the entire Design Team.

EDUCATION

Bachelor of Architecture, University of Hawaii, 1981

PROFESSIONAL REGISTRATION

Licenced Architect, C-16840, State of California, 1986

LEED Acreditted Professional 2009

Completed Accessibility Surveyor Training for State Leased Buildings and Facilities, State of California, since 2003

EXPERIENCE

Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 40 years of experience in all phases of the design process. He has personally designed and managed over 500 municipal facility projects, 5 Teen Centers, 30 Community Cnters and over 300 parks and recreation projects. And he has designed and managed 5 Municipal Park projects with DVD Landscape Architecture. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He is proficient in computer aided design (CADD). He has been the Project Manager Designer for numerous City Hall facilities, civic/public buildings, parks and recreation, Fire Stations, Police Dept. facilities, and ADA retrofit/ transition plan projects. This extensive municipal architecture experience coupled with Mr. Ng's dedication and commitment to design excellence has led to numerous honors and commendations for BOA. Currently, Mr. Ng is the Project Manager for all Public Park projects for the Cities of Gardena, Anaheim, Glendale, South Gate and Irvine (4 community center renovations) as well as the firm's current parks modernization and repair projects with LA County ISD.

A certified plan review consultant to California's Division of the State Architect, Mr. Ng has completed DSA-sponsored training as an Access Compliance Plan Reviewer and Accessibility Surveyor. As a member of the City of Long Beach Disabled Access Appeals Board since 1994 and the Design Review Board for the City of Downey since 1989, he has reviewed applications and appeals for a broad range of commercial and municipal designed projects. He is also LEED, AP Certified and has design several LEED Certified projects. His expertise on sustainability design will be a definite asset towards your sustainability goals.

BOA RESUMES

LEONARDO ARTEAGA
PROJECT MANAGER, CASP



PROJECT RESPONSIBILITY
Apply and interpret technical requirements of the Americans with Disabilities Act and access provisions of the California Building Code for this project. In addition, he will spearhead the ADA Compliance assessment and problem-solving for this project. He will also provide quality control of all Construction Documents for this project

EDUCATION
Bachelor of Architecture, California State Polytechnic University at Pomona, 2002

PROFESSIONAL REGISTRATION
California Certified Access Specialist, 2009 - CASp #55

ICC-Certified Accessinility Inspector and Plan Examiner - #8088179

EXPERIENCE

Leonardo Arteaga is a Project Manager with expertise in applying and interpreting technical requirements of the Americans with Disabilities Act (ADA) and access provisions of the California Building Code (CBC). Mr. Arteaga is a California Certified Access Specialist. He graduated from California State Polytechnic University, Pomona, in 2002 with a Bachelor of Architecture degree and has been at BOA Architecture since 1997. In 2009, he successfully fulfilled the experience and testing requirements set forth by the Division of the State Architect (DSA) and became a California Certified Access Specialist. His experience ADA Compliance experience includes accessibility plan check services on behalf of the DSA-Los Angeles Basin Regional Office and the County of San Bernardino-Department of Risk Management, ADA Transition Plan and accessibility inspections, compiling inspection information into accurate and concise accessibility reports, cost feasibility reports, and code analysis roles covering all phases of barrier removal. His relevant Public Park experience and expertise includes all types of municipal facilities (Auditorium, Community Centers, Public Restrooms, and the grounds at public parks, parking lots) for ADA Compliance for the Cities of Long Beach, South Gate, Glendale, Pasadena, Placentia, Irvine, Huntington Beach, and City of San Bernardino, and County of San Bernardino. Other experience include DSA-LA Basin Region Office – Consultant Access Compliance Plan Reviewer (2008-2011), County of San Bernardino, CA – Inspection, Review and Analysis, and ADA Title III Private Entity Accessibility Surveys – multiple facilities.

BOA RESUMES

KYLE NG
PROJECT MANAGER, DIRECTOR OF INTERIOR DESIGN



PROJECT RESPONSIBILITY

Equipped with a BFA in Interior Architecture (from CSU Long Beach) and Masters of Architecture (Cal Poly Pomona), Kyle is BOA's Director of Interior Design. Kyle offers valuable design insight especially for the interior of your buildings, and is in-charge of interior design directions, and is responsible for our extensive interior materials library and resources. He works to spearheads the production of interior design construction documents; drawings, specifications and 3-dimensional modeling. He also coordinates with Clients and our sub-consultants/engineers to resolves critical interior design issues.

EDUCATION

Masters of Architecture
Cal Poly Pomona University, 2017
BFA, Interior Architecture from CSU Long Beach
Licensure in Progress

YEARS OF EXPERIENCE

Employed by BOA since 2010

EXPERIENCE

Kyle has been a member of BOA since 2010, with over 12 years of architectural experience in all phases of a project, from conception, through construction, and project close-out. He has experience in both private commercial and especially public works interior renovation projects for numerous public clients; understanding the goals of the Client and that open communications are the keys to a successful project. He leads the interior design and production effort to ensure that design solutions effectively meet the clients' and users' needs and goals while adhering to client schedules and budget constraints. He is advance-proficient in both Computer Aided Design (CADD) and in BIM Revit 3D 2020. He has been the Project Designer for interior design projects for numerous public parks renovation projects; Cities of Gardena, Irvine, Costa Mesa, Laguna Beach, Laguna Niguel, Pasadena, and for LA County ISD. Kyle's wide variety of interior Public Parks design work experience includes:

- City of Laguna Niguel Senior Center interior renovation
- LA County ISD, interior & exterior renovation at Public Parks locations
- City of Pasadena Villa Parke renovation and addition of the Community Center
- Gardena Mas Fukai Park renovation, 5,000 s.f. new teen center-community center, public restrooms
- San Bernardeno County Wonder Valley Community Center renovation
- Lake Forest Sports Park renovation
- Hawaiian Garden Teen Center

Most importantly, he has designed the interior over 100 municipal parks/recreation building renovation projects.

C. ITEMIZED LIST OF COSTS

SCOPE OF WORK AND PROJECT UNDERSTANDING

Phase one of the Lawndale Development Center Project (YDCP) will be comprised of completing conceptual designs that utilize the available property to its full potential while remaining within the overall project budget. The BOA Design Team is experienced, creative, knowledgeable, and able to lead group discussions involving City employees that lead to comprehensive conceptual design results. We are also adept at Community Outreach meetings and able to glean the wants and desires of the local citizens.

The Design Team will creatively develop your property that is shown on the attached aerial map on the next page. Note that we will develop the South property for the YDCP and the North property for a dog park. The existing building at the South property will be demolished to make way for the eventual YDCP Teen Center Building, adjacent parking lot, and adjacent indoor skate center or outdoor skate park.

The Design Team is experienced in indoor and outdoor recreation facility architectural, design and planning services and will complete Phase One of your project. The Design Team will provide conceptual designs that maximize the use of the existing City-owned property footprint. We are aware that there will be a number of additional project phases subsequent to Phase One. We expect that the City will rely on our experience and expertise to help define the scope of future project phases and provide: 1.) itemized and total project costs for each subsequent phase of the project for each of the three conceptual designs; 2.) design and construction timeline for each phase of the project for each conceptual design beyond Phase One of the YDCP.

We understand that Phase One of the project will be completed when the City has obtained five hard copies and one electronic copy of the following deliverables: 1.) three separate conceptual designs consisting of different project layouts for eventual YDCP and skate park; 2.) cost estimates for each subsequent phase of the project's conceptual designs; 3.) project timeline for each subsequent phase of the project's conceptual designs; 4.) construction documents for each of the three conceptual designs; and 5.) no fewer than four face-to-face planning meetings with City staff at a City location to be determined. We also know that the City will get City Council direction at midpoint of the process so direction of the final conceptual design is clear. We can assist you with your presentation to the City Council.

The following separately attached fee spreadsheet shows out itemized overall cost for all design services. Within our overall fee spreadsheet, we have provided cost proposals from our following sub-consultants:

BOA Architecture, architectural services
DVD, landscape architecture services
Spohn Ranch, Skatepark Designers
ASE, Geotechnical engineering
DMS, Land survey
CSC, Environmental (asbestos and lead paint report)

Location of Proposed Youth Development Center

Property for Proposed Dog Park



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2024 Google 50 ft

C. ITEMIZED LIST OF OVERALL COSTS

Architectural Design and Planning Services for: Phase 1, Conceptual Design for Lawndale Youth Development Center Project

date: Feb. 1, 2024 Revised
for: City of Lawndale, Mike Estes

construction cost: TBD
prepared by: BOA Architecture, Edward Lok Ng

	HOURS	UNIT	HR RATE	COST	TOTAL
BOA'S PRE-DESIGN					
kick-off meeting to verify scope of work, obtain Client as-built dwgs.	6	hrs	150	900	
project management, confirm cost/work plan, site observation	20	hrs	150	3,000	
site assessment, measurements & photos	10	hrs	100	1,000	
Community Ouytreachprograming w User, staff, establish goal	20	hrs	150	3,000	
CADD-3D	20	hrs	100	2,000	
					9,900
BOA'S CONCEPTUAL DESIGN					
design options of floor plan & exterior elevations	70	hrs	150	10,500	
refinements to design options	10	hrs	150	1,500	
project management, coordinate w Client, sub-consultants	40	hrs	150	6,000	
cost estimate	16	hrs	150	2,400	
CADD-3D, and renderings	100	hrs	100	10,000	
meetings	36	hrs	150	5,400	
					35,800
SUB-CONSULTANT'S OUTREACH & CONCEPTUAL DESIGN and EXPENSES					
Topographic Land Survey for YDC property & dog park property				10,000	
geotechnical & percolation testing and report				18,000	
hazardous materials testing and report				6,000	
DVD landscape architect				41,460	
Spohn Ranch, skatepark designer				30,763	
civil engineering				0	
structural engineering				0	
electrical engineering; for building, and site				0	
mechanical engineering				0	
Expenses:photocopies, large size prints, travel, delivery, etc.				5,077	
					111,300
DESIGN DEVELOPMENT PHASE					**0**
CONSTRUCTION DOCUMENTS PHASE					**0**
CONSTRUCTION SUPPORT PHASE					**0**
				TOTAL DESIGN FEE:	**$157,000**

HOURLY RATES

BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900

POINT-OF-CONTACT:
EDWARD LOK NG, PRESIDENT
LOK.NG@BOAARCHITECTURE.COM

BOA Architecture
Government Services

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	$160.00
Project Manager	$150.00
Project Designer	$125.00
Senior Designer	$110.00
Senior Technical	$100.00
Draftsman/AutoCAD Operator	$95.00
Other Technical Staff	$85.00
Structural Engineer	$150.00
Mechanical Engineer	$160.00
Electrical Engineer	$160.00
"Other" Sub-Consultant	$150.00
Clerical Staff	$80.00
Prints	$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.

FEE SCHEDULE

David Volz Design
Landscape Architects and Park Planners

Scope of Services		SLA $175	SLD $155	LD $140	PD $120	AD $110	Total Hrs	Fee
Task 1 -	Project Inititalization	4	16		8	8	36	$ 5,020
Task 2 -	Community Outreach		20		20	8	48	$ 6,380
Task 3 -	Conceptual Plans	40	40	16	40	8	144	$ 21,120
Task 4 -	Final Conceptual Plans	12	20	8	20	2	62	$ 8,940
		56	**96**	**24**	**88**	**26**	**290**	**$ 41,460**
Spohn Ranch - Skate Design								$ 30,763
Reimbursable expenses, printing, copying, postage, etc.								$ 5,000

TOTAL PROPOSED DESIGN FEE $ 77,223

D. GENERIC PROJECT SCHEDULE

SCHEDULE

Milestone	Months
NTP, start March 1, 2024 Project Kickoff Meeting, Site Investigation Verify Field MeasurmentsAssess need for Land survey, soils report, hazardous material report	0.5
Community Outreach	0.5
Submit 50% Conceptual Design, floor plan options, site plan options, Skatepark options	1
Client Review	0.5
Submit 95% Conceptual Design	1
Client Review	0.5
Submit Final Construction Design July 19, 2024	0.5
Total Design Time:	**4.5 Months from Project Kick-off Meeting**

E. SUPPLEMENTAL INFORMATION

In the following pages are Qualifications of our Sub-Consulants DVD Landscaping Architects and Spohn Ranch, World Renown Skate Park designers and builders. Additional relevant BOA project experience that will be helpful in the development of the Lawndale YDCP is also in the following pages.

QUALIFICATIONS - DVD LANDSCAPING ARCHITECTS

January 17, 2024

DVD David Volz Design

Designing landscapes that create community...

Leveraging location-based technologies to create a smarter world

Edward "Lok" Ng
BOA Architecture
1151 Cota Avenue
Long Beach, CA 90813

Dear Mr. Ng,

David Volz Design team has a long resume of outstanding park projects. DVD has provided complete makeovers for community facilities, creating new recreation offerings, providing up-to-date access opportunities, and updating the viability of existing park infrastructure. We are working on a large park project in Gardena (Mas Fukai Park), Santa Ana, Yorba Linda, and Baldwin Park. DVD just completed a 5-year multi-million-dollar update of South Gate's 100-acre community park. We have designed a fourteen-million-dollar makeover for Fremont Park, Glendale's oldest park, this project is under construction. Please note that DVD has teamed up with BOA Architecture on many of these park renovation projects.

DVD is well prepared to work with BOA and your staff to implement a comprehensive plan that will provide updated recreational opportunities, sustainable improvements, and maintenance upgrades that will enhance this youth center's development. DVD's park planners are adept at developing documents that ensure high-quality construction with minimal change orders on refurbishment projects. Our team is ready to move forward to finalizing design development documents and providing engineering for this exciting project. We have already taken your background information and developed exciting ideas for your new facilities.

EXPERIENCE ON SIMILAR PROJECTS – DVD has been commissioned to lead the design development for hundreds of public park projects. This work has resulted in accolades from community groups and design awards. Our recent public projects with BOA Architecture include Mas Fukai Park in Gardena, Barnes Park in Baldwin Park, and Fremont Park in Glendale. DVD works with Spohn Ranch, skate park consultants, on Woodbury Park in Garden Grove and Costa Mesa's skate park.

QUALIFICATIONS OF THE DESIGN TEAM – I, David Volz, will lead the design development process. My firm has specialized in the delivery of public projects, including dozens of CPRS and APWA award-winning parks. Mr. Gary Vasquez, DVD's Director of Design, will provide the creative flair that makes DVD's park special places for sports, play, and recreation. Together, we will lead a team of landscape architects dedicated to public landscape design and with extensive park planning experience. Our architect and skate park consultant, BOA and Spohn Ranch are integral partners for our team.

David Volz Design has a very creative park planning team. Our firm has designed hundreds of community park and public landscapes. Our desire to be Lawndale's design partner for the development of this refurbishment program will be evidenced in our energy and enthusiasm every step of the way. My firm and I look forward to working with you and your staff on this exciting and important park project.

Very truly yours,
DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

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COMMUNITY OUTREACH



The BOA/DVD/Spohn Ranch design team envisions a robust community engagement process to develop conceptual for the Youth Center, the skate park and the dog park at the City Hall adjacent property. Our initial community meeting will be a participatory community brainstorming session focused on gathering ideas for developing a park master plan. Our preparation for this input will include site reviews and analysis of the plans and documents related to this park site. We will gather "seed" ideas from city staff and from our project team site reviews. The design team will assist in the preparation of notices and graphics to get the word out - to invite and encourage the neighborhood community to help design their park. The notices we will help prepare will be appropriate for the city to use in posting at the site, distribution to the community and for school district handouts.

QUESTIONS WE WILL ASK THE COMMUNITY AT THE INITIAL COMMUNITY DESIGN WORKSHOP

- What would be appropriate improvements for this park - are there enhancements that the community would like to explore?
- What facilities are wanted and needed to support the current and future recreational recreation, particularly youth-oriented opportunities?
- How can we best provide for access and security and encourage appropriate uses?
- Are there items, facilities, or appurtenances that could require special attention or that could add to the park or the opportunities of the site?
- Is there a theme or interpretive elements that could make this a unique recreational space?

These and many other questions will be asked and answered through the initial and follow-up meetings, whether in person or online, with the community. Our project team will set up a project website for postings, invites, and project developments. On this site, we will provide narrative and graphics depicting the design's progress. We will also solicit social media responses through electronic outreach and survey.

We will begin the initial workshop with an on-site tour of the park to clearly identify the setting. To foster the "brainstorming" session, our team will introduce "seed" ideas for the building program and space allocation. Our skate park experts will sidebar with your skate enthusiasts and that will encourage thoughtful responses and open the discussion for brainstorming and continued idea generation. We will look to the community for ideas about possible

improvements, including ideas for enhancement, family recreation, and complementary opportunities to develop the design of an outstanding site-wide plan. The community workshops that DVD facilitates are the best medium for finding out what the citizenry desires. Allowing the community to stand in a place of ownership aids in a smooth planning process. In the long term, this ownership translates into projects that are sustained by the community.

The DVD team will take the ideas and inspirations received from the community at the initial design charrette meeting and online responses and refine the ideas and proposed elements into initial concept plans. These conceptual layouts will be presented to city staff in an idea consolidation meeting. The best ideas and themes will then be refined into conceptual plans for the community to consider.

COMMUNITY INSPIRED DESIGN PROGRAM FOR LAWNDALE YOUTH CENTER, SKATE PARK AND DOG PARK

1. **Initial Community Meeting/Design Charrette**
   - Initiation + Request for Assistance from Community
   - Clearly Define Design Objectives + Challenges
   - Review improvement options and alternatives
   - Facilitated Dynamic Interaction + Brainstorming
   - Participatory Design Charrette
   - Idea Generation + Sharing
   - Collect Ideas + Inspirations from the Community

2. **Second Community Meeting/Collective Vision**
   - Develop Initial Concept Plans based on Community Input + Inspiration
   - Program Elements Review
   - Idea + Vision Consolidation
   - Options, Alternatives + Theme Considerations
   - Concept Discussion + Recommendations
   - Define Community Consensus + Collective Vision

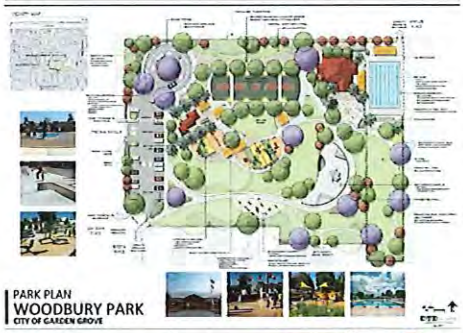
3. **Draft Master Plan Review and Refinement**
   - Prepare Draft Master Plans based on Community Input
   - Obtain Direction for Master Plan Preparation
   - Resolve Outstanding Program or Plan Conflicts
   - Review all Documents with City Staff

4. **Master Plan Final Preparation and Presentation to Commission or Council**
   - Prepare Master Plan Documents
   - Prepare Report Describing Process and Plan
   - Presentations to City Commission & Council of Plan + Report











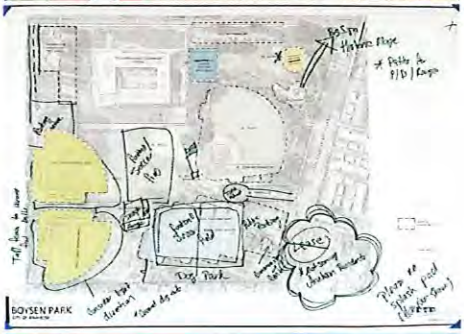
The second community workshop will be a bit more formal. The refined initial concept plans will be presented, and the ideas will be reviewed. We will look for agreement from the participants on the elements which will become a part of the building space layout and the draft site master plan. Comments and input will be received to refine the facility's vision and program and to obtain consensus for the proposed elements of the park site. Following this vision consolidation meeting, a draft master plan and draft design report will be prepared. This plan will then be presented to the public and the Commission or Council for review and comment. Upon the city leader's direction, a final master plan will be prepared.

The Master Plan, which will be the focus of our planning efforts, will be the culmination of the community's ideas being honed into a final graphic representation of the best development strategy for this park. A report will also be prepared outlining the input process and describing the program and development elements. Also, a preliminary construction budget will be a part of this project report.











SCHEDULE

1. Initial community meeting/design charrette - One Saturday in late March
2. Second community meeting/collective vision - One weekday evening in early May
3. Draft Master Plan review and refinement - final staff review completed in June
4. Master Plan final and presentations - Presentations as scheduled, late June 2024

WOODBURY PARK

City of Garden Grove

Revitalizing this important green space in southwestern Garden Grove will create the community building infrastructure the resident desire. At the many public meetings, local attendees identified the lack for facilities and recreational opportunities as some of the reasons that this park site is underutilized. Safety and security have also concerned, however a robust slate of "things to do" in the park was the input given by those who attended the outreach meetings. The new skatepark, designed world renown skatepark designer, Spohn Ranch, is a state-of-the-art that the youths, especially the teens of the local community can call their own. Although the highlight of this park revitalization project is the skatepark, the final concept plan developed from on-site neighborhood meeting addresses many of the neighbors concerns and desires. An open and visible core has been identified as important in elevating blind spots at the back for the park. The concept plan contemplates opening the middle area by grading down the central hill and exposing the activity areas to the main entry ways and the proposed new parking lot. Other important feature of the concept plans includes the presentation of large on-site trees, the rebuilding and bettering of existing on-site recreation elements and a lighted perimeter trail system that provides easy access around the site and to all the new recreational elements.









Client: City of Garden Grove

Reference:
John Montanchez
Director of Community Services
(310) 217-9571
johnmo@ggcity.org

Key Elements:
- Themed playground
- Basketball courts
- Skate elements
- Splash pad
- Community Center
- Updated lighting

Services provided:
- Concept Plan
- Community Outreach
- Design Development
- Construction Documents

Start Date:
Completion Date:
Cost of Design:
DVD Project Manager:
Luis Pedraza
Staff: David Volz

DVD Project Manager:
Gary Vasquez
Staff: David Volz, Eric Sterling, Paul Cassar
Sub-consultants: Spohn Ranch

FIRM PROFILE

David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields, and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.



Ever mindful of our role as stewards of the land, DVD's design philosophy includes careful consideration for realistic maintenance requirements and construction cost parameters. We also embrace any opportunity to interact with the public to create environments that meet their needs. DVD's proven outreach approach has often been the catalyst for our most successful projects. Our proven approach and input we receive provides the inspiration that leads to creative and innovative solutions.

Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company. We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Parks and greenspaces designed by our firm have received awards and accolades from community groups, civic organizations, the American Public Works Association, the California Parks & Recreation Society, and the National Recreation & Park's Society.

PLANNING AND DESIGNING

Demonstration gardens, mitigation + restoration
Nature parks, interpretive gardens + wilderness camps
Streetscape development + redevelopment
Community, neighborhood + mini-parks
Facility master plans + feasibility studies
School fields + campus planning
Irrigation renovation + redesign
Design guidelines + standards
Sports parks + stadiums
Grant applications

"DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We create high quality public spaces for our clients' communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty."

David Volz, President, RLA, LEED AP, QSD/QSP

DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

Designing landscapes that create community
www.dvolzdesign.com

Founded in 1997
24 years in business
S-Corporation-CA
Never filed for bankruptcy
Wholly-owned Business

12 employees
David Volz RLA#2375
Gary Vasquez RLA #3883
LEED Accredited
SBE

Contact Person:
David Volz, President
714-641-1300
dvolz@dvolzdesign.com

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
760.580.5165

Corporate Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

San Jose Office
111 North Market Street,
Suite 300
San Jose, CA 95113
669.444.0461

Like us on Facebook!
Follow us on Instragram
@davidvolzdesign

DVD DISTINGUISHING CHARACTERISTICS

David Volz Design will deliver a beautiful, sustainable, and creative design for the your city. Some important qualifications to consider in selecting DVD are:

- David Volz Design provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. We have successfully delivered award-winning public landscape important projects in all over California.

- Our design approach, from design development through construction document development, includes strong quality control techniques as well as several quality control measures. For example, our team will have a senior staff landscape architect assigned to specifically provide quality control oversight. This experience landscape architect will be involved in regular in-house design review of project drawings, specifications and budget estimate. He will provide input, and advice to the project administrator. This effort, together with our other quality control measures, will focus on providing the city with a design which is accurate and constructable.

- Delivering projects within our client's expectations, budgets and time frame is our top priority. We will establish milestones for deliverables and set precise schedules for meetings and reviews. Our senior management will review all submittals prior to issuance. We will provide recommendations based upon experience and expertise for the betterment of any project assigned to DVD. These same senior DVD professionals will remain the primary contact for the City throughout the project.

- We strive to stay on top of the ever changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs.

- Our team will be easy to work with, creative, and responsive. We live by our mission statement to "create community" through our designs. Together our firm will be a pro-active knowledgeable resource for your city staff.











WHITAKER ELEMENTARY
SCHOOL PARK

There are no parks nor any available parklands in this section of Buena Park. An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements. In addition to normal park amenities, shaded picnic spaces, play lots restrooms, a jog path and nice open spaces, there will be a STEM themed hardscape plaza, unique geometric ground patterns and other creative play spaces. The basketball court surface will be painted for fraction ball, a math-based ball game. The running/walking track will have distance markers. The universal accessible play lot is envisioned to have fun, exciting, and challenging elements for all ages. This fully lighted park will host sports activities, family gatherings, and a myriad of recreation opportunities in this under served part of the city. As the property is to be shared with Whitaker Elementary School, a unique agreement between the City and the School District will allow for this great joint use community facility.







Client:
City of Buena Park

Reference:
"David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others."
Jim Box
Director of Community Services
(714) 562-3850
jbox@buenapark.com

Key Elements:
- Universally Accessible play lots
- Basketball Court
- Running/Walking Track
- STEM Elements
- Lighting

Services provided:
- Master Plan
- Community Outreach
- Construction Documents
- Construction Period Services

Start Date: June 2019
Completion Date: In progress
Cost of Design: $331,911

DVD Project Manager:
Eric Sterling
Staff: David Volz, Gary Vasquez, Paul Cassar, Luis Pedraza

Subconsultants: Ardurra, Design West Engineering, Shucri Yaghi Consulting Engineers

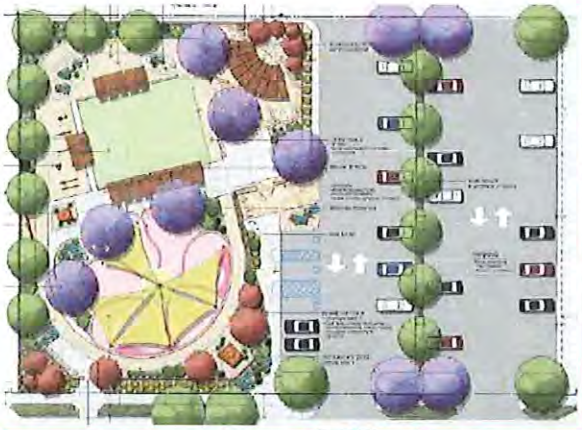
More Buena Park Projects:


Community Gardens


Rick Gomez Park

PRIMROSE PARK

Primrose Park is envisioned as a new recreational community park for this central section of the city. This park will be the first park installed within the city in over 50 years and was granted funded by Proposition 68. The vision of this new park is a vibrant activity space that would include: a playground, community space for fitness and wellness activities, a walking exercise loop, and new parking lot. The park is enclosed by a boundary fence utilizing decorative metal fence types of pickets within the site and along the alley with screening panels along Primrose Avenue. Just over the fence within the park will be a landscape buffer of planting with an art piece on a pedestal with lighting as a focal point at the corner between the park and parking lot to lead the eye into the site. A walking exercise loop with rubber surfacing and wayfinding lighting will encircle the whole park with two entries, a main gateway at the center of the site and a secondary gateway along Primrose Avenue, both to be locked at dusk. The play equipment layout has dedicated areas suited for 2-to-5-year old's and 5-to-12-year old's which also incorporates a custom flower shaped shade structure within the main piece of equipment. The playground with the theme and layout inspired by flowers taking elements of the park's namesake Primroses and Camelias as depicted within the City Seal and logo, also taking elements of the color palette to be used throughout the park.









Client:
City of Temple City

Reference:
Adam Matsumoto
Director of Parks & Recreation
(626) 285-2171 ex. 4505
amatsumoto@templecity.us

Key Elements:
- Prop 68 grant funded
- Themed play
- Walking path
- Low use water system
- Drought tolerant plantings
- Exercise Equipment
- Restroom
- EV Charging stations

Services provided:
- Grant Application Assistance
- Community Outreach
- Concept Design
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Period Services

Size: 1 acre
Start Date: June 2018
Completion Date: February 2022
Design Cost: $195,279
Construction Cost: $2.4 Million

DVD Project Manager:
Gary Vasquez
Staff: David Volz, Luis Pedraza
Subconsultants:
DMS Consultants, Design West Engineering

HOLLYDALE COMMUNITY PARK
& COMMUNITY OUTREACH

Hollydale Community Park is being re-envisioned as a multi-faceted recreation center for this easterly section of the Hollydale Community in eastern South Gate. This two acre parcel of land is situated between the railroad tracks that run across the warehouse corridor and Industrial Avenue, the street that separates residential neighborhoods from the commercial sector. The site currently houses a dilapidated ballfield, broken concrete drive and a boarded-up structure that once served as a community room. "Safety first" was the request of the residents who attended the community park planning meetings. The improved park is to have new picnic spaces, a play lawn, open air theater with a movie screen backdrop, benches, play equipment, shade trees and a gateway marker at the neighborhood entryway.







"From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations."
Paul Adams, Retired Director of Parks & Recreation
Letter of Recommendation

Client:
City of South Gate
Reference:
Steve Costley
Interim Director of Parks & Recreation
(323) 563-5494
scostley@sogate.org

Key Elements:
- Children's Playground
- Full Court Basketball
- Community Center
- Picnic tables with shade canopy
- Open Lawn

Services provided:
- (8) Community Outreach Workshops & Display Exhibits
- Summary Report
- Design Development
- Final Concept Plan
- Construction Documents

* Grant Application Assistance

Acreage: 1.42
Start Date: October 2017
Cost of Design: $253,000
Construction Cost: TBD

DVD Project Manager:
Luis Pedraza
Staff: David Volz, Gary Vasquez, Larry Poindexter, Paul Cassar, Dana Bull
Subconsultants: DMS Consultants, Design West Engineering, SKA Engineering, BOA Architecture

More South Gate Projects:


Circle Park


State Street Park


South Gate Park


City Hall

WAYFINDING SIGNAGE

DVD was contracted to design a comprehensive city-wide wayfinding and entry signage system for the City of Gardena to identify ideal sign locations to help residents and visitors access important community services. DVD collaborated with city staff and stakeholders to identify city entry points and places of interest for inclusion in its wayfinding program.

GIS was leveraged to visualize and analyze traffic patterns (road speeds, intersections, Average Daily Traffic (ADT), bike routes, ADA design standards, etc.) and city boundary/zoning information. A GIS-based field data collection mobile application was created to capture GPS locations and photos in the field. The app was used to accurately identify and locate existing signs and related assets as well as to verify proposed locations and sign types. Special consideration and adjustments were made for driveways and other obstructions identified in the field. Web-based and printed map graphics were created to showcase the final determinations for the wayfinding signage program.

Next the DVD team developed a series of designs for both wayfinding and entry signage. DVD took into consideration City identity and history, budgetary considerations, current and effective sign design standards, and extensive staff input in the development of these designs. They were then presented to the City Council where the designs were finalized and selected. Construction documentation and details were then developed for the final implementation of the wayfinding and entry monument signage throughout the city. Lastly a style guide and a resource log were prepared and delivered by DVD to the City of Gardena in the successful completion of this project. This project was completed on time and within budget.

Client: City of Gardena

Reference:
Allan Rigg
Director of Public Works
(310) 217-9571
ARigg@cityofgardena.org

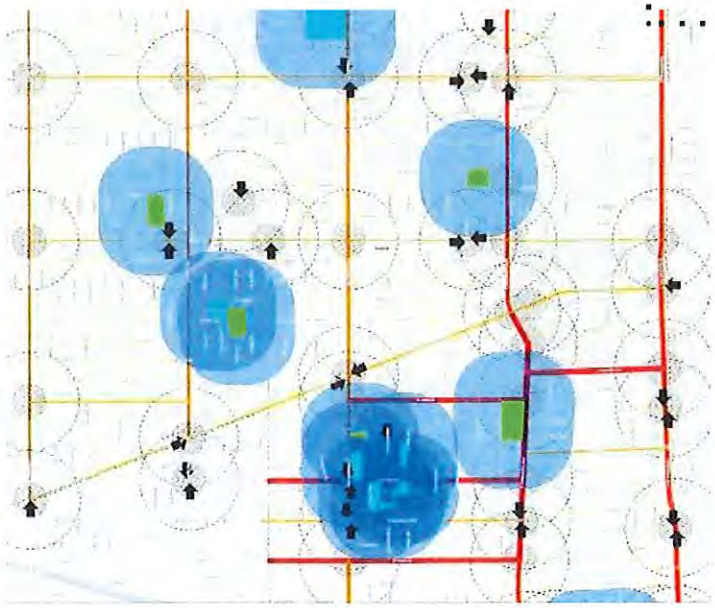
Key Elements:
- City entry signs
- Identify existing signs and structures to identify opportunities and challenges including ADA and traffic parameters
- Style Guide & Resource Log

Services provided:
- Concept Plan
- Design Development
- GIS Services
- Construction Documents

Start Date: October 2021
Completion Date: In progress
Cost of Design: $63,240

DVD Project Manager:
Luis Pedraza
Staff: David Volz, Kevin Volz







FREMONT PARK

The revitalization of Fremont Park will be a great improvement for the citizens of Glendale. It has a special character and being the oldest park in the city, an important historical context; it provides a wonderful greenspace and needed recreational opportunities for the residents who live just north of downtown Glendale. This community, through several outreach meetings, provided DVD park planners with insights related to the park's use and the current needs for recreation. The slate of improvements we planned will be enjoyed by all: new synthetic turf soccer fields, community center, play spaces, picnic grounds and ball courts. New lighting, easy access, and a full perimeter drive path will ensure better security. New parking, new maintenance facilities and a refurbished home for the model railroad club will improve this community focal point.

This busy facility includes an active tennis community with regularly scheduled lessons, tournaments, and play days. There is also a great contingent of drop-in regulars that frequent these courts. An update of the facility was needed, access, lighting and new fencing, and net stations were installed based upon DVD renovation plans. The courts were sawcut, patched and resurfaced to accommodate this facility-wide makeover. The new courts are beautiful, they have state of the art lighting and a new downloadable lighting control.



"DVD and their team ... have provided leadership for community outreach, have designed creative and fun play spaces and have prepared high quality construction documents."
George Balteria , Retired City of Glendale
Letter of Recommendation

Client: City of Glendale
Reference:
Shahen Begoumian
Park Development Manager
(818) 548-3796
Sbegoumian@ci.glendale.ca.us

Key Elements:
- (8) Tennis courts
- Large community building
- Soccer arena, enclosed, synthetic turf & lights
- Large fully accessible play spaces
- Spray pad play space
- Pickle ball & basketball courts
- Large parking lot
- Open lawn and picnic pavilions
- Art all around the park
- Night lighting throughout
- Walkways & beautiful gardens

Services provided:
- Master Plan & Community Outreach
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Period Services

Acreage: 8
Start Date: March 2015
Completion Date: Out to Bid Soon
Cost of Design: $1.1 million
Construction Estimate: $12.3 mil

DVD Project Manager:
Gary Vasquez
Staff: David Volz, Paul Cassar, Luis Pedraza, Larry Poindexter
Subconsultants: Civil Works Engineer, Design West Engineering, LGC Geotechnical, SKA Engineers, BOA Architecture









LIONS PARK PLAYGROUND
IMPROVEMENTS

The City of Costa Mesa wanted to renovate their existing park and playground south of their new Donald Dungan Library. The directive for Lions Park was to remove and replace the restroom building and preserve the mature trees as well as install a new playground and retain a vintage fighter jet play structure in place. The program for users would be for ages 2 to 5 years and 5- to 12-year-old children including universal access. The programming of the play elements and surfacing of the playground design was inspired and driven by the jet fighter and an overall aviation theme. The site was zoned with the 2- to 5-year-olds to the west with swings with accessible seating for all, springers and small playhouse within rubber surfacing and a planter separation to a sand lot with sandcastle, table, and digger within as added play elements for toddlers. The 5- to 12-year-old area utilizes the renovated jet plane and a 2 towered play structure with several climb and interactive elements. The aircraft carrier rubberized surfacing pattern in between the structure and jet lent the deck of the aircraft carrier to be utilized as a runway for a zipline feature that allows the users to imagine flying over the deck. Additional program elements are swings and accessible seesaw and round-a-bout for all completing the playground. The mature tree canopies allowed families to have instant shade provided while their children engaged the site.



Client: City of Costa Mesa
Reference:
Baltazar Mejia
Senior Engineer
(714) 754-5291
baltazar.mejia@costamesaca.gov

Key Elements:
- Universally accessible play equipment
- Refurbished Fighter Jet
- Zipline swing
- Drought tolerant plantings
- Restroom

Services provided:
- Community Outreach
- Master Plan
- Construction Documents
- Construction Period Services

Acreage: approximately 1
Start Date: Feb 2018
Completion Date: July 2021
Design Cost: $219,415
Construction Cost: $2.4 million

DVD Project Manager: Gary Vasquez
Staff: David Volz, Paul Cassar, Luis Pedraza, Dana Bull
Subconsultants: DMS Consultants, Design West Engineering

More Costa Mesa Projects:





DAVID VOLZ, RLA
PRINCIPAL-IN-CHARGE

Has over 30 years of experience in the design of successful public landscapes, streetscapes and parks. He has managed public design projects including the master planning, design, and construction of municipal projects for more than 100 public agencies in California. Mr. Volz has a broad base of experience focused in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served. He has comprehensive experience in storm water treatments, habitat restoration, walking trails and water conservation.

He has an excellent reputation for facilitating community outreach programs for park design through the public input process. The public workshop process for park design is a concept that he always encourages. The opportunity to get first hand insights from users, neighbors, and the public in general is always beneficial in the design of public projects. Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that were put forth at public input sessions. Public landscape, streetscape and park project experience is Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has overseen scores of award-winning projects for cities, school districts and public agencies throughout California.

EDUCATION

- BS, Landscape Architecture, 1981
  California State Polytechnic University, Pomona
- Graduate Studies, Computer Applications for Landscape Architecture, 1981, California State Polytechnic University, Pomona

REGISTRATION

- Landscape Architect, California #2375, 1983
- Landscape Architect, Nevada #499, 1996
- LEED Certified, 2008
- Qualified Stormwater Professional, QSD/QSP, 2015

YEARS WITH DVD: 1997 - present

ROLE: Works with the client to determine goals, presented on multiple occasions to the community and council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

RECENT PROJECT EXPERIENCE

SANTA ANA SPLASH PADS
Client: City of Santa Ana
The City has the opportunity to reimagine a portion of six existing parks and plan for new splash pads. This is precious parkland for the neighborhoods surrounding these parks each is unique and the DVD team is ready to develop specialized designed for each site.

CANYON, VILLA PARK & ORANGE HIGH SCHOOLS
Client: Orange Unified School District
DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.

VERDUGO NORTH PARK
Client: City of Glendale
The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.

WASHINGTON BLVD & I-5 ON RAMP
Client: City of Commerce
The City desires to install aesthetic improvements at the I-5/Washington Boulevard interchange, primarily consisting of landscaping, bridge painting, and a monument sign.

HOLLYDALE COMMUNITY PARK
Client: City of South Gate
This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.



GARY VASQUEZ, RLA

DIRECTOR OF DESIGN

Provides senior design leadership as a result of 20 years of experience designing multi-faceted projects throughout California. His design abilities have proven to be not only innovative and unique, but award-winning. He will work under the direction of David Volz providing creative design solutions to the challenges and opportunities that arise. Mr. Vasquez has provided high quality project management on many of our firms' most successful and highly acclaimed park projects.

Mr. Vasquez is a key figure in our community outreach program. He successfully integrates the ideas generated through the public input process to create the master plan. This dedication to ensuring the community's input has led to extremely successful projects. His expertise in concept development graphic illustration techniques and project planning. His broad knowledge of construction detailing, planting design and irrigation equipment anchor his approach to high quality project delivery.

EDUCATION

- MLA, Landscape Architecture, 1989
  California State Polytechnic University, Pomona
- BS, Ornamental Horticulture, 1986
  California State Polytechnic University, San Luis Obispo

REGISTRATION

Landscape Architect, California, #3883, 1992

ACCOMPLISHMENTS

Design of the Year Award, APA 2010

SKILLS

AutoCAD, Adobe Photoshop, Microsoft Office

YEARS WITH DVD: 1997 - present

AVAILABILITY: 40%

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

RICK GOMEZ PARK
Client: City of Buena Park
The project started as a small "greening" project at the end of the 8th Street cul-de-sac. Rick Gomez, a beloved long-time coach and youth advocate in Buena Park was memorialized through the theme and detailing of the park and playlot.

STANTON CENTRAL PARK
Client: City of Stanton
Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."

FREMONT PARK
Client: City of Glendale
The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

SANTA ANA SPLASH PADS
Client: City of Santa Ana
The City of Santa Ana has the opportunity to reimagine a portion of six existing parks and plan for new splash pads. This is precious parkland for the neighborhoods surrounding these parks each is unique and the DVD team is ready to develop specialized designed for each site.



ERIC STERLING
SENIOR LANDSCAPE ARCHITECT

Mr. Sterling is returning to DVD from a 9-year absence to explore worldly projects. He has 25 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines, various Disney parks, including many award-winning projects.

A benefit to Mr. Sterling's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns. He is a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

EDUCATION
BS, Landscape Architecture, 2001, California State Polytechnic University, Pomona

REGISTRATION: Landscape Architect, California, #5463

SKILLS
Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005-2012 & March 2021 - present

AVAILABILITY: 40%

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPEREINCE

COSTA MESA SANITARY HEADQUARTERS
Client: Costa Mesa Sanitary District
A turf removal/water conservation project to provide a boldly vibrant landscape design which incorporates native landscape. These outreach programs include waste reduction, composting and mulching as well as water saving irrigation practices and landscape material selection.

WOLFSON PARK EXPANSION
Client: City of Rancho Mirage
Working hand-in-hand with the city to deliver a design that meets the communities' expectations, the overall design needed to fit within the parks' existing Victorian style while accommodating new program features.

REFLECTION PARK
Client: City of Desert Hot Springs
The new program includes ADA upgrades, benches, boulders and cobble, new native landscape and irrigation, a reflective monument sign, and a grid of California Fan Palms. The Park will utilize energy efficient night lighting and no turf grass.

WHITAKER ELEMENTARY SCHOOL PARK
Client: City of Buena Park
An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements.



PAUL CASSAR
SENIOR LANDSCAPE DESIGNER

Has more than 13 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines. A benefit to Mr. Cassar's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns, and his experience in the installation of hardscape, softscape, and irrigation systems. He brings field investigation, research, and communication experience to each of our projects.

Mr. Cassar has been a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

EDUCATION
BS, Landscape Architecture, 2005
California State Polytechnic University, Pomona

SKILLS
Adobe InDesign, Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005 - present

AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

CANYON HIGH SCHOOL, VILLA PARK HIGH SCHOOL & ORANGE HIGH SCHOOL
Client: Orange Unified School District
DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.

JACK HAMMET PARK
Client: City of Costa Mesa
Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

FREMONT PARK
Client: City of Glendale
The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

CITRUS GLEN& HICKS CANYON PARK IRRIGATION
Client: City of Irvine
The DVD team concluded that the utility service line, water meter, and irrigation mainline were undersized to provide the capacity that was needed. A decision was made, based upon cost-benefit analysis, to split the park in two.

MILES AVENUE TURF REDUCTION
Client: City of La Quinta
The new street median island landscape along Miles Avenue will set a precedent for a new beautiful water thrifty and desert efficient landscape.



ANGELA LEE
LANDSCAPE DESIGNER

Ms. Lee is returning to DVD from a 5-year absence due to relocation out of state. She has experience in many aspects of the public landscapes design process including conceptual planning, planting design, irrigation design, and community presentation techniques. Angela is extremely knowledgeable in drafting construction documents and understands exactly what information contractors will need. Her abilities include her computer graphic skills, writing and composition, and an aptitude for tackling challenging tasks with timely completion of duties. Not only does she understand and work on the design and construction process but she is excellent at analyzing data from our community input charrette process to help form a common goal of what the community desires.

"Landscape architecture is so important, the environment around us affects the way we behave and how we feel. I really appreciate the goal of this office to make parks and public spaces that people can enjoy and feel proud of their communities."

EDUCATION
- MLA, Landscape Architecture, 2010, University of Michigan, MI
- BS, Cinema-Television Critical Studies, 2003, University of Southern California, CA

SKILLS
AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

ACCOMPLISHMENTS
- Landscape Architecture Faculty Award, University of Michigan

YEARS WITH DVD: 2013 - 2016 & October 2021 - present

AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

WAYFINDING SIGNAGE
Client: City of Gardena
GIS was leveraged to visualize and analyze traffic patterns (road speeds, intersections, Average Daily Traffic (ADT), bike routes, ADA design standards, etc.) and city boundary/ zoning information.

COSTA MESA SANITARY HEADQUARTERS
Client: Costa Mesa Sanitary District
A turf removal/water conservation project to provide a boldly vibrant landscape design which incorporates native landscape. These outreach programs include waste reduction, composting and mulching as well as water saving irrigation practices and landscape material selection.

WHITE OAK RIDGE
Client: City of Orange
The phased landscape renovation of White Oak Ridge will follow a landscape precedent previously established on Trails End Lane. The new landscape will utilize water saving plants and water efficient irrigation.

BERKSHIRE & GREVELIA PARKS
Client: City of South Pasadena
The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. DVD designed life back to the exciting park facilities that the neighbors envisioned for their community.

UNDERSTANDING & APPROACH

Heritage Park, is a great park for your city. It will be rebuilt into a premiere recreation venue. The recreation building, ball fields, courts, and green space will be renovated under this new project to better suit the community's needs. Our design team has some great ideas for finalizing the design for a complete park renovation with exciting new and updated offerings!

The DVD team will work with BOA and with city staff to develop a creative and engaging design development plan to implement the refurbishment process. The design will carefully consider the many ideas for park enhancement that have been put forward by the community. In particular our park planners will consider the outreach and community desires put forth through last years' outreach program and the city council's input on that program. An updated concept plan will be developed through a series of city staff review meetings where alternatives and ideas will be honed into a design development plan for the park's reconstruction. The recreation building, play lot, courts, picnic areas, and ADA parking will be re-envisioned as a new, beautiful, activated, community recreation focused facility.

Construction drawings for the many envisioned recreation elements and the sites' engineering will be started as the design development plan is being reviewed. The DVD team will coordinate closely with the architect and civil engineers, DMS, to provide guidance on grading, fill materials, stormwater facilities, and foundations for structural elements. This preliminary design development work will provide the background for this park's renaissance. As the design development plan is being approved the construction documents will begin. Upon final approval of the development program and plan, we will develop the construction documents and push forward the engineering plans. Final construction documents ready for public bid will be prepared for the park's reconstruction.

Cost Estimating in these rapidly changing times is a challenge. Our team keeps up with the market through carefully analysis of park construction bid items. We receive current itemized public bids for several projects each month. We will use our data base, our experience in public works, and our long term perspective to put forward solid budget estimates for this park's construction costs and escalation contingency factors.

We have provided similar services on dozens of community defining projects for cities throughout Southern California. We have a very creative team and our desire to be Diamond Bar's design partner will be evidenced in our energy and enthusiasm every step of the way.











CREATIVE, ALL-INCLUSIVE & MULTI-GENERATIONAL PLAYGROUNDS

David Volz Design creates fantastic, wonder-filled, memorable play lots. Our firm has been widely recognized for delivering outstanding public park play environments that have garnered praise and accolades from local communities.

- Our whale fossil interpretive play space in Laguna Hills has been featured online blogs, local and regional newspapers and national magazines.
- The wagon train and pioneer play environment in Pioneer Park, Tustin, won several regional and state-wide awards, and was selected for a recognition by the National Recreation and Park Association.
- Our Stanton Train Park, Central Park, is featured in the CPRS District Ten Hall of Fame.
- Admiral Kidd Park, an award-winning play space, features kid size replicas of the four boats named for the Admiral. This Long Beach park was a featured stop on the state park operations annual tour of premiere park facilities.

Our play space design philosophy is built on the perspective of a kids-eye-view. Adventure, surprise, familiar and challenging settings, and themes, memorable spaces. Kids may not know the proper name of the park, but they know that there is a special play lot at airplane park, rocketship park, baseball coach park, train park, and tree house park. The goal is to create an immersive environment that will engage guests and create lasting memories.

We recognized the importance of providing for multi-generational intermingling, on the play lot, as caregivers overseeing the play space and for adults a calm, shaded comfortable surveillance spot to enjoy the space at the park. Our play area design reputation has lead to collaborations with all-access advocates and organizations. We have designed several park play environments as the lead landscape architect for Shane's Inspiration.

This work and design workshops with emotionally and physically challenged stakeholder advocates has informed our design perspective on inclusive, accessible, and caregiver insights that influences our play lot design. One of DVD's most recent Shane's Inspiration play lots is located in El Cariso Park, an LA County Park. At this park the interactive multi-story "equipment" is the center piece of an elaborate all access play environment. Access for all is provided within the terraced natural slope of the existing park terrain. There is plenty of seating for caregivers, play pieces that encourage multi-generational, multi-fun seeker collaborative play opportunities. This is a special park, well worth a trip to this Sylmar Community Park.











GRAPHICS & RENDERINGS

WHAT IF A VISUALIZATION OF AN IDEA COULD BRING CLARITY TO THE DESIGN INTENT? COULD ALLOW FOR ENLIGHTENED CONSIDERATION AND UNDERSTANDING?

The David Volz Design studio has a robust graphic design component, and skilled professionals adept at delivering graphics and images, including immersive 3-dimensional fly throughs that communicate our design ideas before moving ahead with the project's engineering.

Communication is the key to understanding. The photo-realistic renderings, computer-generated 3D models, and images of the project style, detailing, form, and function provide a clear understanding of the project concepts. Our creative and innovative designs are beautifully rendered for review and consideration of civic leaders, our collaborative partners, and the general public. Our visualizations have resulted in great feedback and design considerations, great "Now I Get It" moments, and enthusiastic approvals of concepts, ideas, and projects.

The DVD team has proven capabilities for the graphic presentation of the ideas and the layout for review of the park's conceptual layout. We will prepare artist renderings, 3D fly through videos and photo realistic pictures to describe the many elements we plan to include in this development. We will ready all our renderings for social media posting and for use in city communications.







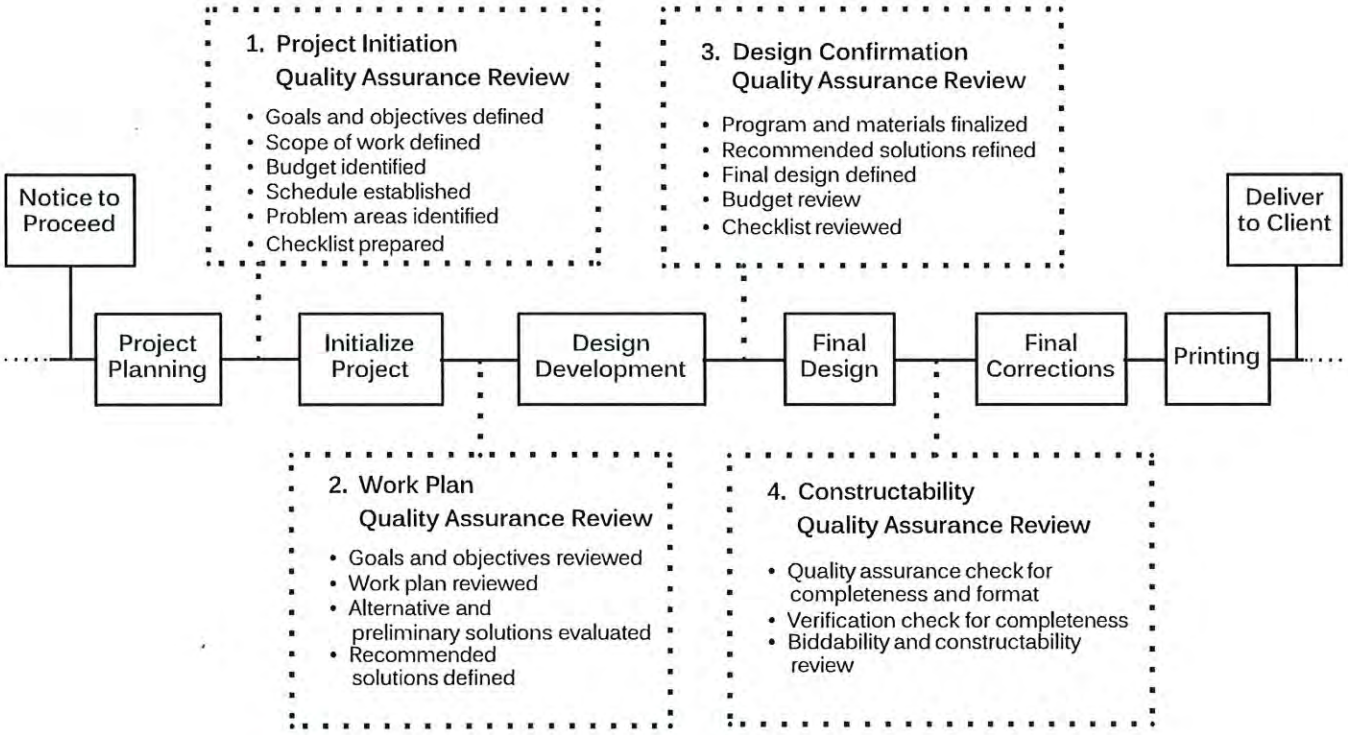




QUALITY CONTROL

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The Principal-in-Charge will be responsible for implementation of these Quality Control measures. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.



WHY CHOOSE DAVID VOLZ DESIGN?

Creative Designers of Public Spaces

Cost Controls and Quality of Design with Rich Detailing

Online Public Outreach Expertise Community Inspired Park Design

Award Winning Park and Sports Field Design

Experience in Delivery of Projects

SPOHN RANCH SKATEPARK DESIGN CONSULTANT





Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's Los Angeles backyard roots have spread globally, culminating in hundreds of cutting-edge creations.

Via three decades of municipal skatepark projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.

With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape architects, iron workers, grading wizards and ACI-certified shotcrete nozzlemen, pride themselves on designing and building skateparks with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.

CARVING CORNERS. NOT CUTTING THEM.

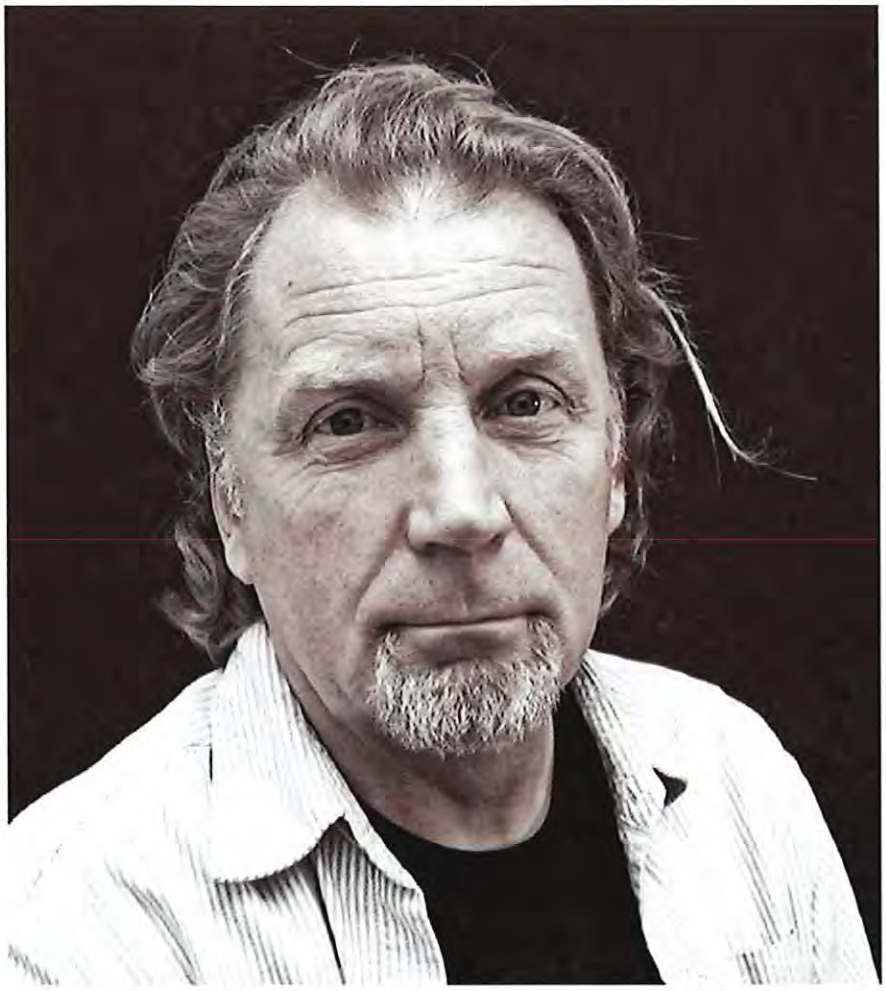
"AN EXCELLENT DESIGN. SHOULD BE AN EXAMPLE FOR OTHER COMMUNITIES TO FOLLOW" - TONY HAWK, PROFESSIONAL SKATEBOARDER
"ONE OF THE BEST PIECES OF SKATEABLE TERRAIN EVER BUILT" - CHRIS MILLER, PROFESSIONAL SKATEBOARDER
"A DESIGN SO UNIQUE THAT IT HAS LEFT OUR KIDS SPEECHLESS" - SANDWICH, IL PARK DISTRICT
"SPOHN RANCH'S KNOWLEDGE IN THE DESIGN & CONSTRUCTION OF SKATEPARKS IS BEYOND WORDS" - CITY OF ALAMOGORDO, NM
"TRULY GRATEFUL TO SPOHN RANCH FOR THEIR PASSION, PROFESSIONALISM & EXPERTISE" - CITY OF NEWARK, OH

SPOHN RANCH, INC. | LET'S ROLL.
INFO@SPOHNRANCH.COM | 626.330.5803 | 6824 S CENTINELA AVE. LOS ANGELES, CA 90230

SR SPOHN RANCH

AARON SPOHN

FOUNDER
& PRESIDENT



SKILLS & EXPERTISE:

SKATEPARK DESIGN/BUILD
CARPENTRY | CONCRETE
COMMUNITY ENGAGEMENT
MASTER-PLANNING | ASTM
SKATEPARK OPERATIONS
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT

PROJECT ROLE:
Principal-in-Charge

EDUCATION:
School of
Hard Knocks

EXPERIENCE:
40+ years skateboarding
25+ years in skatepark industry

AFFILIATIONS:
National Recreation & Park Association
California Park & Recreation Society

BACKGROUND:

Aaron is the embodiment of the entrepreneurial spirit. When he used a carpentry background to start Spohn Ranch in the early '90's, he had no back-up plan – he put everything he had behind his passion for action sports. That passion culminated in a backyard half-pipe that not only gave birth to a community, but eventually an award-winning skatepark design/build firm.

After Aaron helped launch skateparks into the mainstream when he partnered with ESPN to develop the X-Games, Spohn Ranch's backyard roots spread globally in the form of hundreds of cutting-edge creations.

From permanent skateable landscapes to innovative installations for high-profile events, Aaron and Spohn Ranch have played an invaluable role in the exponential growth and development of action sports. Hailed by insiders as a pioneer of the modern municipal skatepark, Aaron has also spent considerable effort promoting the industry as a whole and sharing his extensive knowledge – including educational sessions at ASLA, NRPA and various states parks/recreation conferences.

VINCE ONEL

VP OF
SKATEPARK DESIGN



SKILLS & EXPERTISE:

SKATEPARK DESIGN | AUTOCAD
SITE ANALYSIS | CONCRETE
GRADING & DRAINAGE | STEEL
COMMUNITY ENGAGEMENT
SCHEDULING | COST ESTIMATING
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT

PROJECT ROLE:
Project Manager
& Lead Designer

EDUCATION:
Bachelor of Science,
University of Southern California

EXPERIENCE:
20+ years skateboarding
10+ years in skatepark industry

ACCREDITATIONS:
LEED Green Associate
World of Concrete

BACKGROUND:

Vince grew up in Iowa and discovered skateboarding at age 10. After years of being chased by police on the campus where his father worked as a professor, Vince joined forces with fellow Iowa City skateboarders to advocate for a public skatepark. Advocacy efforts paid off and the park was successfully constructed in 2002. Lessons learned during this effort and a passion for architecture and construction paved the way for a bachelor's degree at the University of Southern California. Since joining Spohn Ranch in 2008, Vince's AutoCAD and critical thinking skills have led interdisciplinary teams for 150+ projects across 40+ states – always focused on maintaining schedule and budget.

HIGHLIGHTED PROJECT LIST:

- Logan Wells Skatepark - Anaheim, California
- Palm Lane Park Skatepark - Anaheim, California
- Central Park Skatepark - Stanton, California
- Manzanita Park Skatepark - Anaheim, California
- Schweitzer Park Skatepark - Anaheim, California
- Veterans Sports Park Skatepark - Tustin, California



TUSTIN LEGACY SKATEPARK

LOCATION: TUSTIN, CALIFORNIA
CLIENT: CITY OF TUSTIN
REFERENCE: CHAD CLANTON **714-573-3332 CCLANTON@TUSTINCA.ORG**
SIZE: 11,000 SQ FT | YEAR: 2020











MANZANITA SKATEPARK

LOCATION: ANAHEIM, CALIFORNIA
CLIENT: CITY OF ANAHEIM
REFERENCE: JOSE JIMENEZ 714-765-4463 JJIMENEZ@ANAHEIM.NET
SIZE: 10,000 SQ FT | YEAR: 2019











GEORGE LANE SKATEPARK

LOCATION: QUARTZ HILL, CALIFORNIA
CLIENT: COUNTY OF LOS ANGELES
REFERENCE: JON GARGAN 661-294-3518 JGARGAN@PARKS.LACOUNTY.GOV
SIZE: 15,000 SQ FT | YEAR: 2019









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SPOHN RANCH
PROJECT PORTFOLIO













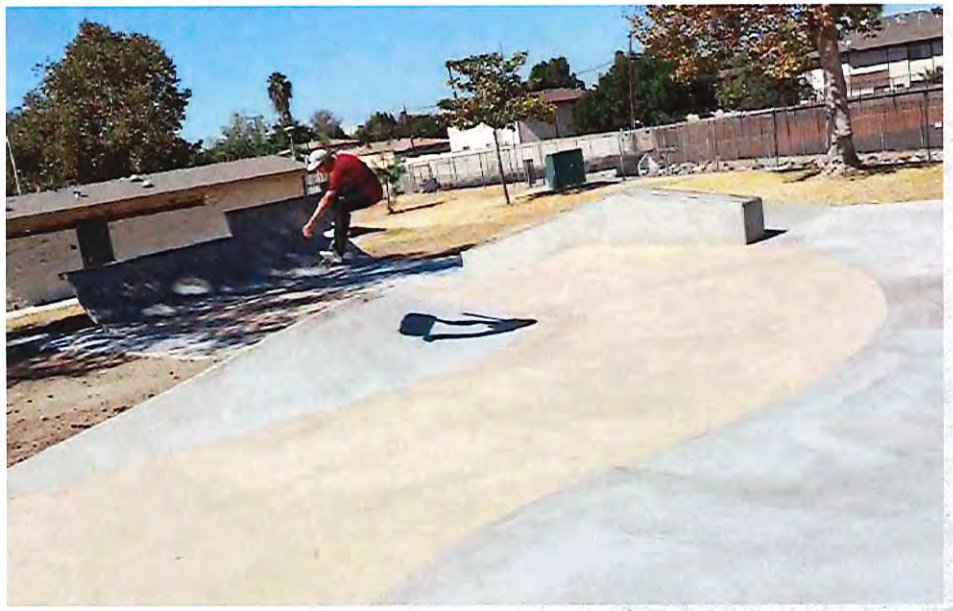
ANAHEIM, CALIFORNIA

PALM LANE PARK SKATEPARK
4,000 SQ FT - DESIGN/BUILD - 2016

The first of two collaborations with the City of Anaheim and Disneyland Resort, Palm Lane Skatepark is a neighborhood-level skateboarding space flanked by soaring palm trees. Acting as design/build contractor, our first step involved a thorough analysis of the site – including pedestrian traffic patterns, law enforcement sight lines and drip lines of existing trees.

The design features a well-rounded mix of street and transition-style elements/terrain. Features are subtle in height and difficulty level, and while still fun enough for an advanced skateboarder, they are designed primarily for the beginner-intermediate skateboarders who live within the vicinity of the park. One of the design's signature elements is a pair of embankments shaped like oranges – paying tribute to Anaheim's agriculture roots. The sculptural nature of the elements will make for a unique photo/video backdrop, while providing neighborhood youth with a sense of local pride.

SPOHN RANCH
PROJECT PORTFOLIO













ANAHEIM, CALIFORNIA

SCHWEITZER PARK SKATEPARK
4,000 SQ FT - DESIGN/BUILD - 2016

The second of two collaborations with the City of Anaheim and Disneyland Resort, our design for Schweitzer Skatepark is a synthesis of site conditions, neighborhood demographics, and an architectural design aesthetic. It also features an integral colored concrete pattern.

The skatepark footprint is shaped by the site's physical boundaries and the drip lines of the larger trees. By avoiding hardscape within the drip lines we preserved the integrity of the trees, which provide natural shade and maintain an inviting atmosphere. The skatepark terrain itself is shaped by the site's natural topography and features a well-rounded mix of street and transition-style elements/terrain. They are subtle in height and difficulty level, designed primarily for the beginner-intermediate skateboarders who live within the vicinity of the park.

ADDITIONAL PROJECT EXPERIENCE - BOA ARCHITECTURE

The following are additional relevant past BOA projects that will be helpful in the design of your YDCP. BOA has designed numerous indoor recreation facilities; gyms, indoor swimming pools, dance studios, indoor shuffleboard courts, etc. This past experience will be an asset in the development of your Teen Center and indoor/outdoor skate park.



Project: Physical Education Facilities, California State University, Bakersfield; Bakersfield, CA
Client: CSU, Bakersfield

Project Description: BOA designed the initial phase of a physical education facility to serve student needs. It must be organized in a manner adaptive to a controlled process of expansion to meeting future needs of the students. The initial facility is to be a compact structure with a relatively complete appearance, yet allowing for expansion with a minimum revision of the completed work. The structure was designed to be compatible with existing campus structures and to conform to the campus master plan. The structure is composed of exposed aggregate concrete block bearing walls which support closely spaced long span, open web, steel joists and/or steel beams with corrugated steel decking and insulating concrete. Skylights enhance the quality of illumination by combing natural with artificial lighting. Other parts of this facility included complete shower and locker rooms, and train rooms for both genders.



The main entry located at the corner of Pacific Coast Hwy./Eubank Ave in Wilmington, is a contemporary expression of the historic Banning House



Playful colors define the stage at the Multi-Purpose Rm.



Commercial kitchen for meals program



Spacious interior hallways overlook courtyard.

Project: Wilmington Senior/Multi-Purpose Center at Banning Park, Los Angeles Area-Wilmington, CA
Client: City of Los Angeles, Recreation & Parks Dept. contact Paul Tseng ph: 213-847-9435
Construction Cost: $2,400,000 **Completed:** 2003 **Architect Team:** Edward Lok Ng,
Project Description: A new "state of the art" facility dedicated to senior citizens. It will meet recreational/social needs of seniors, and provide a "home away from home." This 12,000 sf facility is located on the grounds of National Historic Banning House. BOA worked closely with a Historic Consultant to locate & design a new building that was compatible but not mimic the Banning House. BOA also coordinated with the Councilman's Office, User Groups, City Cultural affairs, and Park Preservation to resolve design conflicts. This U-shape building with a courtyard focus, offered natural lighting within a secured environment, and provided a pleasant setting for seniors to meet and outdoor recreation. It was designed specifically for seniors with limited mobility and varying disabilities. This facility exceeds ADA accessibility code requirements, featuring, access lift to the stage, automatic opening doors, liberal use of handrails/grab bars in the hallways, and an open plan to facilitate visual accessibility. Crime prevention features included, access controls, selective use of windows at ground level, and natural surveillance at courtyard and front entry. BOA coordinated workshops with senior & park user groups to formulate security, programmatic, and accessibility goals and provided a forum for User input.





Street into entry courtyard



Multi-purpose Rm. for dining/dancing/card playing



Courtyard entry

Project: **Bartlett Senior Center**, Torrance, CA **Client:** City of Torrance, 3031 Torrance Blvd., Torrance, CA 90509
Architect Team: Edward Lok Ng; project manager/project designer
Project Description: This new two-story, 13,000 square foot facility provides both recreational and social needs of senior citizens in Old Downtown Torrance. It was designed specifically for seniors with limited mobility, and exceeds ADA code requirements. Accessibility features included; an elevator, automatic opening doors, liberal use of handrails/grab bars, and an open plan to facilitate accessibility. An entry courtyard shaded by trees welcomes visitors and seniors. A full commercial kitchen serves over 300 hot meals per day. To bring the project within a tight budget, the 5000 sf multi-purpose room was constructed over 6 existing championship quality shuffleboard courts. Great effort was made to preserve the shuffleboard courts in both the design and construction phases. CPTED (Crime Prevention Through Environmental Design) features include, CCTV, access controls, and natural courtyard surveillance. The building exterior was designed to be architecturally compatible with the adjacent "Art Deco" style museum. A Senior Advisory Committee was organized to formulate security and accessibility goals, and provide user input in the design process. The courtyard allowed seniors to participate in recreational activities or "people watching" in a secured lush/shaded outdoor space.

COSTA MESA COUNCIL CHAMBER REMODEL, AUDIO-VISUAL TECHNOLOGY UPGRADE & CITY HALL ADA COMPLIANCE



BEFORE





AFTER: COMPLETED DEC. 2019

Client: City of Costa Mesa, Dept. of Public Works, Contact: Naz Mokarram, Sr. Engineer 714 754 5357
Completed: Dec.2019 **Construct Cost:** $1,000,000**Team:** Edward Lok Ng, L. Arteaga, Kyle Ng
Project Description: BOA Architecture provided architectural design to entirely modernize the City Council Chambers for workplace safety, ADA Compliance and a new Audio-Visual system with latest state-of-the-art technology for both the Councilmen, staff, and attendees. The architectural renovation included the renovation of the City Council Dais, City Clerk's desk, Director's desk, presenter's podium. The existing Dais was updated with new technology. Each Dais desk station has internet/intranet access, individual computer screens for voting and to view PowerPoint presentation and access staff reports. Other areas of renovation include new carpeting, resurfaced ceiling with new LED lighting, special broadcast lighting, sound system and new Council Chamber Seating. This project incorporated many security components and workplace safety features such as, bullet-resistant panels (under the desk counter) for Council members and staff, and 2 seat stations for public safety officers. The added protection will allow staff to "duck and cover" in case of danger. BOA worked intimately with our AV Technology and Information Technology consultant (Triton Technology) to create a hardware and software plan to provide utilities, locate new computer equipment, ambient and broadcast lighting, dedicated computer servers, updating the room's TV/Display system, and customized workstations for the City's broadcast staff. The same level of attention to the details was given to the renovation broadcast-computer and conference rooms located behind the dais. The greatest challenge for this project was the extremely compact schedule of 2 months for design, and 3 months construction. BOA coordinated closely with the City for the Building-Safety Dept. plan reviewer to perform plancheck in the preliminary design phases to resolve accessibility and outstanding issues before starting construction documents, making the formal plancheck and building permit approval easy and seamless. During the bidding process and construction phase, BOA gave this project the highest priority by answering and resolving RFI's within 1-2 days, and being on-call to meet with the construction team to expedite the construction process. The construction completed "on-time" to accommodate a very important citywide City Council Meeting. The City was proud to showcase its newly remodeled City Council Chambers with its State-of-the-Art architecture and AV Systems. Other parts of this project designed by BOA included the total renovation of the first floor City Hall restrooms, community conference rooms and with new accessible ramps and entry doors.



IRVINE CITY COUNCIL CHAMBERS REMODEL, AUDIO-VISUAL TECHNOLOGY UPGRADE & ADA COMPLIANCE

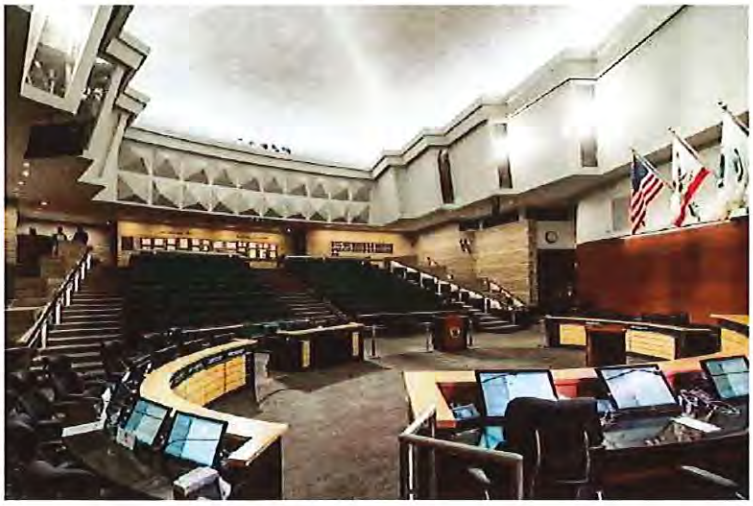


BEFORE



AFTER: COMPLETED DEC. 2018

Client: City of Irvine, Dept. of Public Works, Contact: Alex Salazar, Public Works, Project Manager 949-724-7408
Construction Completed: Dec. 2018; **Construction Cost:** $2,600,000 **Design Fee:** $250,000
Architect Team: Edward Lok Ng, Leonardo Arteaga, Miguel Andrade, Kyle Ng
Project Description: BOA Architecture provided architectural design to entirely modernize the City Council Chambers for workplace safety, ADA Compliance and a new Audio-Visual system with latest state-of-the-art technology. The architectural renovation included the replacement of the City Council Dais, City Clerk's desk, Director's desk, presenter's desk and both public address podiums. The Dais was re-organized in an oval shape to allow Council to speak directly with the Directors and public presenters directly. The existing awkwardly placed access ramp was moved to behind a wall to give the Chambers symmetry while maintaining ADA access for the disabled up to the Dais. Every Dais desk station is ADA Compliant & has internet/intranet access, individual computer screens for voting and to view PowerPoint presentation and access staff reports. Other areas of renovation include new carpeting, new acoustic ceiling with new LED lighting, special broadcast lighting, and sound system. New acoustical wall diffusers help to mitigate echoing and reverberation. This project incorporated many security components and workplace safety features such as, bullet-resistant panels (under the desk counter) for Council members and staff, and 2 desk stations for public safety officers. The added protection will allow staff to "duck and cover" in case of danger. BOA worked intimately with our AV Technology and Information Technology consultant (Triton Technology) to create ADA compliant AV systems with a hardware and software plan to provide utilities, locate new computer equipment, ambient and broadcast lighting, dedicated computer servers, state-of-the-art new "cube screens" video LED wall, and customized workstations for the City's broadcast staff. The same level of attention to the details was given to the retrofit of the locating of fire sprinkler heads and alarm devices. The greatest challenge for this project was the extremely compact schedule of 10.5 months for design, public bidding, and construction. BOA coordinated closely with the City for the Building-Safety Dept. plan reviewer to perform plancheck in the preliminary design phases to resolve accessibility and outstanding issues before starting construction documents, making the formal plancheck and building permit approval easy and seamless. BOA and its Design Team worked weekends and overtime to meet every critical path deadline. During the bidding process and construction phase, BOA gave this project the highest priority by answering and resolving RFI's within 1-2 days, and being on-call to meet with the construction team to expedite the construction process. The construction completed "on-time" to accommodate a very important citywide City Council Meeting. Irvine can now showcase its newly remodeled City Council Chambers with State-of-the-Art architecture and AV Systems.









Jesse Owens Indoor Swimming Pool Facility

Location: 9835 S. Western Ave. Los Angeles, CA 90047 **Construction Cost:** $4,000,000 **Year Built:** 2005
Client: LACO, Dept of Parks/Recreation & Dept. of Public Works, contact: Antonio Miro (626)300-2342
Architect Team: Edward Lok Ng; project manager, Glenn Dea,
Project Description: Given a $5.5 million budget to design an indoor swimming pool project, BOA work closely with the Users and the Client to provide value engineering to make this project feasible to build and meet the User's requirement for both a competition pool that can be used for recreation. Our Sustainable Design solution was to fully integrate natural ventilation into the design of a 19,000 s.f. indoor recreational swimming pool building. BOA's solution was a dynamic double-curved roof structure oriented to take advantage of the westerly prevailing winds in the Mediterranean climate of Southern California. Large expanses of screened window area and slide-up glass doors on the east side of the building promoted wind drafting (or pulling air from the west side). Large areas of screened clearstory windows expelled pool chemical odor and moisture before its corrosive effects can harm the steel roof structure. All rooms have at least 2 window openings on different walls to push air in and out of each room. Integration of natural ventilation into the building design deleted all cost that would be normally allocated for a HVAC and dehumidification system. Energy and operating cost were also dramatically reduced. In a collaborative effort with the BOA design team and Client team, we were able to cut $1.5 million from the construction cost. This project was built for $2 million. Steel roof trusses, wire mesh security screens, and handrails/guardrails were galvanized and painted for corrosion protection and durability. Steel doors and door frames were raised 4" to enhance corrosion protection and allow "hosing-down" of concrete floors in every room. The swimming pool can accommodate over 300 swimmers and 8 racing lanes in meters and yards. This facility also included; 25 meter x 25 yard swimming pool with oversized scum gutters for superior water balance, 1 and 3 meter diving boards, concrete grandstand for 160 people, indoor pool equipment rooms, central bag check-in, men & women locker room/shower/restroom, swimmer/staff training room, family dressing room, lifeguard facilities, and a centrally located manager's office. Acoustical ceiling baffles provide sound attenuation for spectators and swimmers. Outdoor amenities included large sundecks and a large entry plaza gathering area for large swim events. Landscaping geometric patterns reflect the building's double-curved roof. Hardy, low-maintenance yet colorful trees and shrubs help define the entry plaza.



EXISTING CONDITIONS





PROPOSED NEW LEEWAY SAILING CENTER, LEED Silver Certification

Project: Leeway Sailing Center, Pier, and Floating Boat Docks **Construction to be Completed:** 2025

Client: City of Long Beach, Public Works Dept. for Parks, Recreation & Marine Dept. Reuben Tolentino 714-412-5672

Architect Team: Edward Lok Ng, Miguel Andrade **Construction Cost:** $5,600,000 **A/E Fee:** $600,000

Project Description: Located on the beach of Alamitos Bay in Long Beach, BOA designed a new 6000 s.f. Leeway Sailing Center that will architecturally appear like a "sailing facility" and residential in character to blend with nearby homes. New blue-gray color shingle siding recalls "Cape Cod" craftsman architecture and respect the architecture of the existing Leeway Sailing Center. Proposed gracious roof eave extensions supported by multiple knee braces appears to "float" over sailing classrooms, sail boat storage bays, administrative offices and staff areas. Outdoor boat storage areas and viewing deck will be shaded with sail fabric tension canopies to add to the flavor of this sailing facility. The project also includes a 100' long concrete decked pier, floating docks for 30 boats, and a 400 s.f. of tenant least space for the "Gondola Get-Away" operator that will be located on the Pier. The new Leeway Sailing Center will offer academic and hands-on instructions to the community. Younger and older children will be able to sail city owned sabots, sailboards, kayaks and other small watercrafts. LEED Silver Certification design features include; high-content recycled building materials, drought tolerant planting, permeable paved surfaces that allow rain water retention/infiltration, high-efficiency dimmable lighting, and extremely low flow plumbing fixtures to minimize water usage. It should be noted that the floor plan was designed to maximize exterior exposure such that as many rooms as possible would have windows for natural lighting and natural ventilation. Open-able upper clearstory windows promotes up-draft, further enhancing natural ventilation. All windows were specified with high-efficiency and dual glazing. Gracious roof overhangs protect windows from direct solar heat gain. A dramatic energy saver was blending natural ventilation with a high-efficiency space heating system. Because of the mild beach climate in Long Beach, and through sensor operable windows thru-out the facility, we anticipate that natural ventilation will be used 95% of the time for interior temperature control. The attached public beach restrooms will include 5 changing rooms with toilet, a bank of common lavatories and outdoor showers. Ease of maintenance and resistance to ocean corrosion were important considerations in the design of the facility. As a result heavy-duty stainless steel plumbing fixtures were used at public restroom. Fiberglass doors and frames, fiber cement siding, dense concrete-mix with epoxy coated rebars, and aluminum storefront frames/garage doors were chosen for the entire facility for corrosion resistance. Liquefaction and a high water table were geotechnical issues that needed special attention. Thus, 50' long driven piles & structural concrete slab with grade beams will be used to mitigate differential settlement and sand/soil instability. The public art feature includes a flat plate stainless steel "ocean wave" pattern mounted on over 300' of guardrails. Another public art component will be mosaic tile pattern on the entry plaza floor to done by a commissioned local artist.



BEFORE



AFTER

City of Pomona, Garfield Teen Center

Construction Cost: $250,000 **Owner:** City of Pomona, CA **Architect Team:** Edward Lok Ng, Miguel Andrade
Project Description: In a Design-Build team with New Creation Builders, general contractor, BOA was commissioned to convert an existing 1500 sf. Old 1930's house to a new facility dedicated to teenagers of Pomona. It was designed to meet their recreational and social needs, and also provide after-school "intervention" programs. It was designed specifically for teens, to give them "their own place". A place that is safe, with programs catering specifically to teens, and a place to receive guidance, supervision and help with their homework. The entire existing house interior was gutted while the exterior shell was left in-tack. The interior facilities improvements included; a large multi-purpose game room, a quiet room for homework, another room for computer gaming and internet access, teen counseling is available in the staff office, arts and crafts, kitchen for cooking crafts and snacks are accommodated in the large multi-purpose room. Other interior improvements include; new LED lighting throughout, ADA restrooms. Outdoor improvements include; new landscape-hardscape, outdoor gathering area, and basketball court in the parking lot. ADA compliance improvements include; retrofit restrooms, new ramp at rear entrance, accessible parking stall, reception sign-in counter, handrails at stairs, and new doors. Sustainability features include drought-tolerant plants/trees, decomposed granite walkways and catch basin areas to allow rainwater infiltration, LED lighting, and a new white color reflective roof.







BEFORE



AFTER: NEW 1ST FLOOR ENTRY & 2ND FLOOR ADDITION

AERIAL OF NEW AND RENOVATED FACILITIES

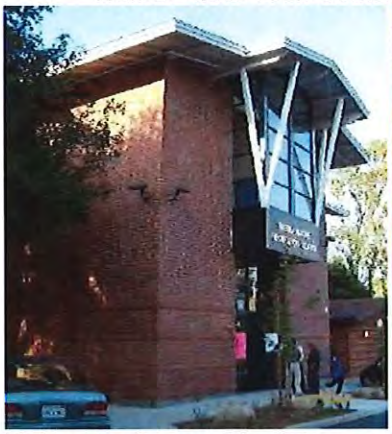


Project: Youth Activity-Teen Center,
Construction Cost: $1,400,000
Owner: City of Sierra Madre, CA

Project Description: A new "state of the art" facility dedicated to teenagers of Sierra Madre, it will meet their recreational and social needs, and also provide after-school "intervention" programs. It was designed specifically for teens, to give them "their own place, their "clubhouse" on the second floor over an existing community center. In outreach meetings with the teens,, the teens decided that it should be a "tree house" just for teenagers. This second floor addition was nestled among oak trees, incorporated articulated knee braces (representing tree branches) and fiber cement siding & generous roof eave overhangs into a contemporary expression of craftsman motif to achieve the "tree house" appearance. The architecture was also sensitive to the surrounding residential craftsman style and the architecture of the existing building on the first floor, by matching the existing horizontal red brick and low pitched wood gable roof. This facility included a large multi-purpose game room, other rooms for homework, computer labs, teen counseling, staff office, skateboard storage, arts and crafts, kitchen for cooking crafts and snacks, and outdoor gardening and gathering areas. Playful colors and shapes dominate the interior. Large corner windows provided panoramic views of the City park grounds. The new second floor addition was built independent of the roof structure below to allow current City programs to remain operational during construction, and to save money on needless demolition and rework of the existing first floor. The first floor was also renovated for ADA compliance that included retrofit restrooms, new ramps, reception counter, and new doors.



New 2nd floor Teen Center with a "tree house" theme is built over existing 1st floor Community Center



Main entry from parking lot.



Colorful 2nd floor entry w cubby hole storage for teens.



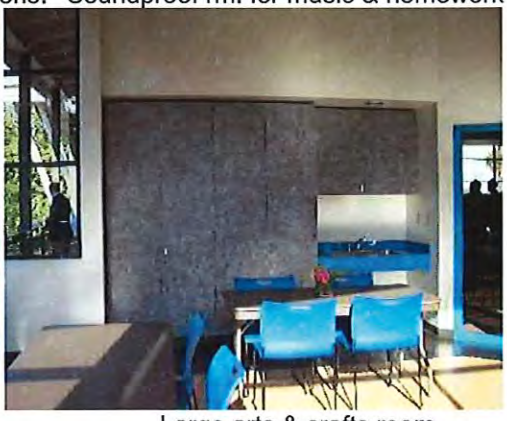
Soundproof rm. for music & homework



Multi-Purpose Rm. for large activities.



Kitchen for snacks & cooking craft.



Large arts & crafts room

Project: Sierra Madre Youth Activity Center (Teen Center) **Location:** 611 E. Sierra Madre Blvd.. Sierra Madre, CA 91024
Construction Cost: $1,400,000 **Year Built:** 2005 **Client:** City of Sierra Madre, Dept. of Public Works

F. REFERENCES

City of Placentia (2018-Current)
401 E. Chapman Ave. Placentia, CA 92870

Luis Estevez, Acting Deputy City Administrator
(re: Backs Community Center and Historic old city hall renovation)
lestevez@placentia.org
(714) 993-8120

City of Cypress (2018-Current)
5275 Orange Avenue
Cypress, CA 90630

Nick Mangkarakiri
(re. Senior Ctr. and Community Center renovation)
nmangkai@cypressca.org
(714) 229-6729

City Bellflower (2016-2020)
16600 Civic Center Dr.
Bellflower, CA 90706

Bernie Iniguez
(re: Thompson Park Community Ctr. and Aquatic Ctr. Renovation)
biniguez@bellflower.org
(562) 804-1424

City of Newport Beach
100 Civic Center Dr
Newport Beach, CA 92660

Tom Sandefur, P.E.
(re: Cliff Dr. Clubhouse Teen Ctr. and 8 beach restrooms)
(949) 644-3321
tsandefur@newportbeachca.gov

City of Gardena
1917 W. 162nd St.
Gardena CA 90247

Kevin Kwak, P.E. assist Public Works Director
(re: Mas Fukai Park new Teen Center/Community Center)
(310) 217-9643
kkwak@cityofgardena.org

LA County ISD
1100 Eastern Ave.
Los Angeles CA 90063

Shahen Soghomonian, P.M.
(re: Eddie Heredia, Easeside Boxing Club)
(818) 751-9377
ssoghomonian@isd.lacounty.gov

G. LIST OF PROJECTS COMPLETED

TEEN CENTER / COMMUNITY CENTER EXPERIENCE

BOA has extensive experience in the design of both new and renovation of Teen Center/ Community Center projects for municipalities. To date, the current staff at BOA has designed renovation for 9 Teen Centers, 15 Senior Centers and over 80 Community Centers and numerous other parks/recreation projects. We are collaborating with DVD landscape architects for a new Teen Center at City of Gardena Mas Fukai Park. Construction cost is $6,000,000. BOA has renovated many community centers, where extensive modernization, ADA compliance and cost analysis were required to determine the most appropriate building design options. Our expertise in similar projects will be a great asset in the development of floor plans and design options that will be compatible with, enhance the architecture, and tailored to the needs of your community. The following list of projects, exemplify our architectural design experience. We have also included photos and detailed project descriptions of some of these projects.

TEEN CENTER AND COMMUNITY CENTERS:

- •Hawaiian Gardens Teen Center - Client: City of Hawaiian Gardens
- •Garvey Park Teen Center - Client: City of Pomona
- •Sierra Madre Youth Activity Center, Teen Center - Client: City of Sierra Madre
- •Perry Park Community Center Addition/Renovation - Client: City of Redondo Beach
- •Miller Community Center Renovation/Modernization - Client: City of Torrance
- •Memorial Park Community Center Renovation - Client: City of Hawthorne
- •Rosemead Community Addition/Renovation - Client: City of Rosemead
- •Harbor Hills Public Housing Community Center - Client: L. A. County CDC
- •El Dorado Regional Park Community Center Renovation - Client: City of Long Beach
- •Green Meadows Recreation Center/Gym - Client: City of Los Angeles
- •Garvey Park Senior/Community Center Addition/Renovation - Client: City of Rosemead
- •Hawaiian Gardens Community/Recreation Center/Gym - Client: City of Hawaiian Gardens
- •Torrance Airport, General Aviation Center and Community Center - Client: City of Torrance
- •Lee Ware Park-Head Start Youth Center - Client: City of Hawaiian Gardens
- •Sierra Vista Park Recreation Center Renovation & ADA -Client: City of Sierra Madre
- •Drake Park and Community Center ADA Renovation - Client: City of Long Beach
- •MacArthur Park and Community Center ADA Renovation - Client: City of Long Beach
- •Whaley Park and Community Center, Renovation - Client: City of Long Beach, $590,000.
- •El Dorado Park Teen Center New Restrooms & ADA Compliance - Client: City of Long Beach
- •La Puente Community Center/Gym Renovation - Client: City of La Puente
- •Jim Thorpe Park & Community Center Renovation - Client: City of Hawthorne
- •Eucalyptus Park & Community Center Renovation - Client: City of Hawthorne
- •California Recreation Center/Senior Center Renovation - Client: City of Long Beach
- •Billie Jean King Tennis Center, Teen After-School Program – Client: City of Long Beach
- •Colorado Lagoon, Playgroup Addition/ Renovation - Client: City of Long Beach

Senior Centers:

- •Sea County Senior Center Renovation – Client: City of Laguna
- •Bartlett Senior Citizen Center - Client: City of Torrance
- •Bartlett Annex Senior Social Services Center - Client: City Torrance
- •Hawaiian Gardens Senior Center Expansion & Renovation - Client: City of Hawaiian Gardens
- •Veterans Park Senior Center Addition and Renovation - Client: City of Redondo Beach
- •Rancho Carlsbad Senior Center - Client: City of Carlsbad
- •Long Beach Senior Center Renovation - Client: City of Long Beach
- •Wilmington Multi-Purpose Senior Center, at Banning Park - Client: City of Los Angeles
- •La Puente Senior Center ADA Compliance Renovation - Client: City of La Puente
- •El Dorado Park West Senior & Community Center Renovation-Client: City of Long Beach
- •Memorial Park Senior Center Renovation - Client: City of Hawthorne

TEEN CENTER AND COMMUNITY CENTER EXPERIENCE

BOA's architectural design approach to resolve the functional issues at your Teen Center project derives from over 50 completed recent community center projects. We have developed checklists to quickly identify functional and maintenance issues. We have in-house staff with an overabundance of Teen Center/ Community Center project experience. We have very accurate Community Center cost estimating. BOA also has an in-house Quality Control program to ensure project thoroughness. BOA will utilize our expertise to your benefit, to resolve your functional, flooring, lighting, restroom, and ADA compliance issues.

IN-HOUSE EXPERTISE

The assigned personnel, staff that will work directly on your projects, are well qualified. Particularly, Edward Lok Ng, Principal, has been the Project Manager and Designer for most of the municipal, Teen Center and Community Center projects listed and for all of our recent Parks/Recreation projects. His extensive municipal and community center experience has led to his appointments to the City of Long Beach Disabled Appeals Board and the City of Downey Design Review Board which reviews numerous commercial and Public Works design projects. He has personally designed over 50 new or addition/renovation municipal Teen Center/ Community Center projects. His knowledge of Teen Center functionality, and types of construction cost, use of maintenance-free building materials will aid in the development of accurate cost assessment. In addition, the entire staff that designed and administered the construction of more than 50 recent Teen Center/ Community Center retrofit projects are still employed by BOA.

ACCURATE COST ESTIMATE

Our public works construction cost database gleaned from our recent Community Center and municipal parks and recreation projects has been very accurate and up-to-date. We have "line item" cost for just about all Teen Center/ Community Center facilities components, e.g., reception counter cabinetry, multi-purpose flooring, restrooms, roofing, lineal feet of handrail, kitchen counters, ramps, restrooms, bookshelves, plumbing fixtures, HVAC, doors, etc. We also have a close relationship with many local area general contractors who have extensive Public Works experience. As a result, our in-house construction costs estimate for Public Works projects, when compared to actual contractor bid price have been 93% accurate.

PROJECT EXPERIENCE

BOA Architecture

David Volz Design
Landscape Architects and Park Planners

HERITAGE PARK, *City of Diamond Bar (currently in Construction Document phase of Design)*

Heritage Park, spanning 3 acres in the City of Diamond Bar, is undergoing a comprehensive modernization. David Volz Design (DVD) and BOA Architecture partnered to spearhead the renovation of the park grounds, and completely renovating the existing community building. This collaborative effort will create an inclusive recreational space that caters to the diverse interests of the community. The revitalization plan with DVD & BOA's innovative touches, encompasses a themed play design inspired by the historic Diamond Bar ranch style that reflects the ranch style of the new shade structure. Within the park, two distinct play areas will be created, accompanied by a new basketball court, and shaded amenities. A picturesque walking path will encircle the park's perimeter, providing a scenic route for visitors. The project also includes a diverse selection of trees and an upgraded irrigation system featuring bioswales, water quality enhancements, and basins. The existing 5000sf Community Center Building (large community rm, daycare rm., admin offices) will be completely remodeled with new lighting, HVAC, flooring, ceiling-wall acoustics, warming kitchen, A 2000sf building addition will further enhance the community building with new storage, expanded kitchen, more offices, and new restrooms. New shade structures with an iconic entry tower will recall the City's historic windmill structure. Other shade structures off daycare-community rms, will further enhance indoor and outdoor programing.





Client: Diamond Bar, City
Nicholas Delgado, PE
Public Works PM

21810 Copley Dr.
Diamond Bar CA
909-839-7043
NDelgado@diamondbarca.gov

Key Elements:
3 age group play equipment.
Expansive custom shade structures
Basketball court
Community building
Public Park restrooms

Services provided:
Schematic Plans
Design Development
Construction Documents
Construction Admin.

Design start: Oct. 2023
Construction starts: Aug 2024

Design cost: $$380,000

DVD design team:
Eric Sterling, Kevin Volz, Luis Pedraza, Xitlali

BOA Architecture design team:
Edward Lok Ng, Kyle Ng, Leo Arteaga, Josue Soma

PROJECT EXPERIENCE

BOA Architecture

David Volz Design
Landscape Architects and Park Planners

MAS FUKAI PARK, ***City of Gardena (currently in Construction Document phase of Design)***

Mas Fukai Park in the City of Gardena is on the cusp of a remarkable transformation, currently in the Construction Document phase, David Volz Design (DVD) & BOA Architecture partnered taking charge to renovate the park grounds, new community building, & new public restrooms. This collaborative effort is set to breathe new life into the park, creating an inclusive recreational space that caters to the diverse interests of the community. DVD & BOA's innovative touch introduces modern pickleball courts and basketball courts, providing sports enthusiasts with top-notch facilities to indulge in their favorite activities. The park's existing ballfields and bleachers will undergo substantial improvements, ensuring a delightful experience for sports spectators and players alike. Additionally, an invigorating exercise walking path snakes its way through the park's picturesque landscape, complemented by strategically placed exercise equipment, enticing visitors to embrace an active and healthy lifestyle. As a serene oasis for relaxation, a unique foot reflexology labyrinth will be featured, offering a tranquil retreat where visitors can unwind and rejuvenate their senses amidst the soothing natural surroundings. The new 5000sf Community Ctr. will provide state-of-the-art facilities for a dedicated Teen Center, a Dance Studio, and a large community rental room for large events. Natural building materials of wood ceilings, concrete floors, and large expanses of glass promote the Client's indoor-outdoor ambience. The rejuvenated Mas Fukai Park is poised to become a cherished community haven, fostering a sense of unity and well-being for residents and visitors to treasure for years to come.









Client: City of Gardena
Kevin Kwak, PE
Assistant Public Works Director
1717 West 162nd Street
Gardena, CA 90247 310-217-9643
kkwak@cityofgardena.org

Key Elements:
Pickleball courts
Basketball courts
Updated ballfields
Foot reflexology labyrinth
Community building
Public park restrooms

Services provided:
Schematic Plans
Design Development
Construction Documents
Construction Admin.

Design start: Oct. 2022
Construction starts: Dec. 2023

Design cost: $755,830

DVD design team:
Eric Sterling, Kevin Volz, Luis Pedraza, Sarah Moon.

BOA Architecture design team:
Edward Lok Ng, Kyle Ng, Leo Arteaga.



BEFORE



New Computer Room

Hawaiian Gardens Teen Center

Construction Cost: $600,000 **Owner:** City of Hawaiian Garden **Architect Team:** Edward Lok Ng, Leo Arteaga **Completed: 12-2020 Project Description:** BOA was commissioned to completely renovate and convert an existing 3000 sf. old pre-manufactured building that was used as a childcare facility to a new facility dedicated to teenagers of Hawaiian Gardens. It was designed to meet their recreational & social needs, provide after-school and weekend "intervention" programs. It was designed specifically for teens, to give them "their own place". A place that is safe, with programs catering specifically to teens, and a place to receive guidance, supervision and help with their homework. The entire existing interior was gutted while the exterior shell was left in-tack. The interior improvements included; a large multi-purpose game room for computer gaming, table games, and social activities, a large computer room for homework and training, another room for homework and internet access, teen counseling is available in the staff office, arts and crafts, kitchen for cooking crafts and snacks are accommodated in the large multi-purpose room. Large expanses of interior glass windows allow separation and easy visual access for one staff member to visually survey all the rooms from the staff office. Other interior improvements include; new LED lighting throughout, ADA restrooms, warming kitchen. Outdoor improvements include; new landscape-hardscape, large outdoor multi-purpose gathering area with basketball court and volleyball court stripping, and shaded picnic-BBQ area. ADA compliance improvements include; retrofit ADA restrooms, new ramp at front and rear entrances, accessible parking stall, and new doors. The exterior was painted in a playful multi-color scheme to accentuate the modules of the premanufactured building and give the appearance of a place that is fun and full of life. Multi-color interior accent walls recall the exterior color scheme.



AFTER



LA COUNTY ISD, Eddie Heredia, Eastside Boxing Club



BEFORE





AFTER, completed, Jan. 2023

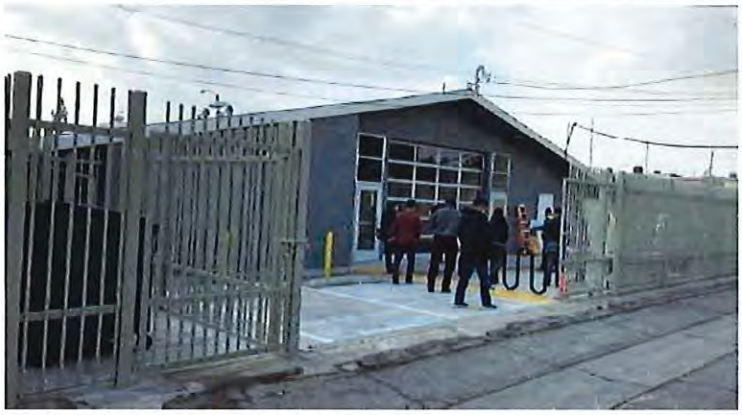
Client: County of Los Angeles ISD, contact; Orania Stamus 213-200-8094 or Shahen Soghomonian 818-751-9377**Construction Cost:** $1,300,000 for 5000 sf renovation. **Completed:** 2023 Located in East LA, this renovation project totally transformed a historic, but obsolete, 1950's mid-century fire station into a recreational community boxing gym for at-risk local youths-teens. BOA collaborated with LA County historian to ensure that exterior defining architectural features of the building were not altered. The non-original apparatus garage doors at the street frontage and alley, were replaced with new sectional glass garage doors for openness and natural lighting. The new garage doors maintained the historic character of the original fire station. Even though, new HVAC was installed, the large operable glass garage doors allowed for natural open-air boxing-training workouts, which was much desired by the boxers and trainers. The old and ugly rooftop HVAC equipment were removed, and roofing was replaced with new energy-saving reflective shingles. Exterior walls-windows were repaired, patch & painted. The interior was totally gutted to install new electrical/data, new LED lighting, new drywall, and removed some walls to create larger workout-training areas, and a weight room. The former sloped floor apparatus garage, was demolished, re-poured with new concrete, for a boxing ring and enough space around the ring for portable chairs and bleacher for viewing. Other project scope comprised of replacement & modernizing the HVAC, plumbing & electrical systems, fire alarm, interior/exterior lighting, new renovated ADA compliant restrooms with lockers, add R-30 roof insulation, replace the roofing & raingutters, repair rotted wood roof beams and fascia, new rubber sports flooring throughout, paint interior/exterior, removed former kitchen walls & built-ins to create larger rooms. New exterior sitework included; ADA parking stall, large trash enclosure, and new entry ramp/stairs for accessibility from the street, new gates/fence off alley,



New Restrooms w Lockers



New Rubber Sports Flooring wall finishes, LED Lighting



New Trash Enclosure, Gates, Fence, Add ADA Parking

BOA Architecture

Pasadena Villa Parke Community Center Remodel

Construction Cost: $1,000,000
Location: Villa Parke, Pasadena, CA **Architect Team:** Edward Lok Ng, Leo Arteaga, Miguel Andrade
Client: City of Pasadena Dept. of Public Works, contact: Tiffiny Chen PE (626) 744-6771 **Year Built:** Nov.. 2022
Project Description: BOA Architecture just completed the design phase with construction to start Dec. 2020. BOA Architecture was commissioned to modernize this old municipal community center and pool facility at the Villa Parke Community Center. The improvements to this expansive 2-story community center includes; bulletproof protective glass at the front public reception counter, new polish concrete flooring in the hallways, replace the roof leak damaged flooring and ceiling in the senior center community room, repair window leaks in multiple locations, and replaces the entire roofing (20,000 sf) with new PVC-TPO roofing. Most of the old pool equipment room will be replaced; pool filters, circulation pumps, pit submersible pump at backwash pit, boiler, and along with their associated plumbing pipes. On the pool deck, everything on the deck will be replaced; including; pool coping, stairs, deck drains, lifeguard stands, diving board, lockers, light poles,pool depth markers, bleachers, and remodel the pool locker room. A new feature that pool patrons will enjoy year-round is the new shade canopy structure that will protect the bleachers from the sun. New electrical power and lighting will allow for extended night-time activities such as; night swimming and movie-night at the pool with a big screen. The "gem" of this renovation project, is the addition of a new entry lobby for the existing Boxing Gym and Weight Room. The existing courtyard that is situated between the Boxing Gym and Weight Room will be demolished to make way for a new indoor lobby will have direct access to, not only the Boxing gym and weight rooms, but the basketball gym and the pool deck through the Weight Room.



Front entry to Villa Parke Community Center



Jan. 2022 Construction at New Entry Lobby



Proposed Interior of New Entry Lobby

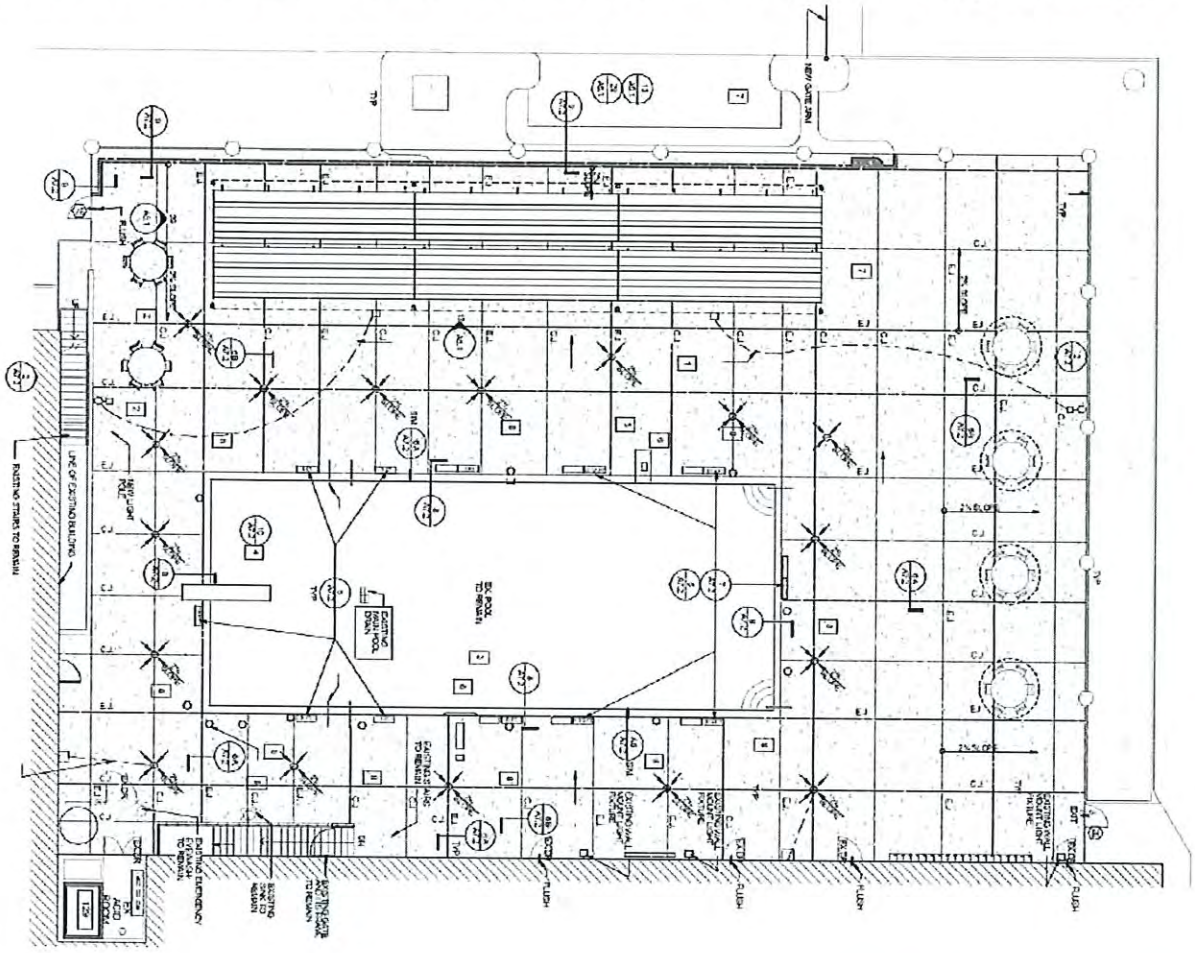


Proposed Exterior of New Entry Lobby



Proposed Interior of New Entry Lobby

Pasadena Villa Parke Pool Deck & Equipment Replacement





BEFORE





June 2022 Construction at Pool Deck



Completed New Shade Structure and Bleachers

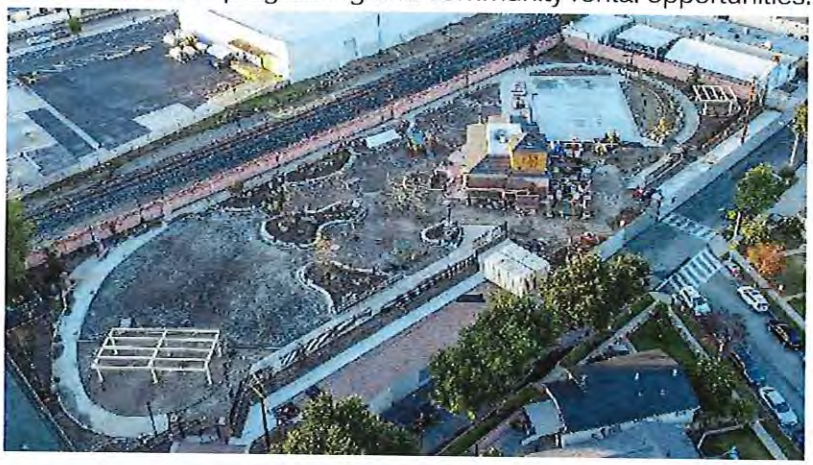
PROJECT EXPERIENCE

BOA Architecture

David Volz Design
Landscape Architects and Park Planners

HOLLYDALE COMMUNITY PARK, *City of South Gate (currently in Construction, at 80% complete)*

The new vision of this park is a vibrant activity space that would include: play lots, ball courts, health and wellness tracks, a new community building with public restrooms. The improved park is to have new picnic spaces, a play lawn, an open-air theater with a movie screen backdrop, benches, play equipment, shade trees, and a gateway marker at the neighborhood entryway. Various neighborhood gatherings are anticipated for this envisioned green oasis. Gatherings are to include organized neighborhood events and a revamped city-run Halloween program that was very popular in past years at this site. This site will be a gated facility. It is currently secured on three sides. The master plan includes a decorative street edge fence. New welcoming gateways are envisioned along busy Industrial Avenue. The ability to close the park will allow for nighttime security and provide protection from the street for young children. Lighting and security cameras will be installed along with emergency vehicles and maintenance access ways. Eleven new parking stalls will be built along the street edge to encourage and accommodate easy access to this needed park facility. A new community center with covered patios and a large room provides indoor recreation programing and community rental opportunities.





Client:
City of South Gate
Reference: Steve Costley
Interim Director of Parks & Recreation
(323) 563-5494
scostley@sogate.org

Key Elements:
Children's playground
Parking
Hard court activities
Walking trail, Security fencing
Community building

Services provided:

- (8) Community Outreach Workshops & Display Exhibits
- Summary Report
- Design Development
- Final Concept Plan
- Construction Documents
- Grant Application Assistance

Acreage: 1.42
Start Date: October 2017
Cost of Design: $253,000
Construction start: Oct. 2022

DVD design team: Eric Sterling, David Volz, Luis Pedraza, Sarah Moon, Xitlali Casarrubias, Michelle Maldonado

BOA Architecture design team: Edward Lok Ng, Kyle Ng, Leo Arteaga.

CITY OF LAWNDALE

Back to Agenda

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

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jared Chavez, Community Development Manager

SUBJECT: **Community Development Permit Processing Timeline**

BACKGROUND

This report is being provided to give the City Council an update on the Community Development Department's permit processing timelines, provide a breakdown of the types of projects reviewed, and how long it takes to process them.

Most projects require a site plan review to begin the permitting process. This depends on the type of work proposed or unpermitted work caught by Code Enforcement Approximately 90% of the site plans submitted have been identified to have unpermitted construction.

The following list is a typical process for a site plan review:

Planning Review

- Submittal and input into system (same day)
- Project assignment (same day)
- First Plan review (10 business days)
    - Review building permit history.
    - Review aerials of the property.
    - Review historical aerial views of the property.
    - Review of city codes and plans for compliance.
    - Review other past documents such as residential property reports, code enforcement letters, code enforcement photos, business license history, and previous site plan review(s).
    - Conversations with code enforcement (if any).
    - Research and records request with LA County Assessor's Office and Building & Safety.
    - Draft correction letter.
    - Project is reviewed by the Supervisor.
    - Discussion with staff members (if needed) to resolve issues.
    - Send letter, update CityView, update file.
- Reviewing resubmittals (5-10 business days for each resubmittal – there may be several resubmittals)
    - Review updated plans to verify that requested corrections were made.

- Review updated information to determine if the changes meet the zoning and municipal code requirements.
- Draft conditional approval letter.
- Supervisor reviews project and conditional approval letter.
- Send letter, update CityView, update file.

Building and Safety Review

- Submit conditionally approved plans for Building Plan Check, submittal and application are inputted (same day).
- New submittal reviewed by LA County plan check engineers (2-3 weeks).
  - Plan checker sends clearance requirements to the applicant.
- Updated plans are submitted to Building & Safety (1-2 weeks for each resubmittal –there may be several resubmittals).
- Final review of plans from Planning, after Building & Safety approval (2-4 business days).

Permit Issuance

- Applicant must print two sets of plans.
- Applicant must have all required clearances completed (i.e. school fees, will serve letter from the water company, construction demolition and debris, fire department approval, health department approval, etc.).
- Pay permit fees and issue permits (same business day).

Inspections

- Building Inspections (within 1-2 days – there are numerous inspections depending on the scope of work).
- Planning Inspections (Every Thursday – after final building inspection approval).

Depending on the project some reviews may take longer than others; minor projects are typically processed in a small-time frame such as Accessory Dwelling Units.

Accessory dwelling units 4612 W. 168th Street

06/14/2023	The project is submitted to Community Development for processing.
07/24/2023	Planning issues corrections.
08/24/2023	Revised plans are submitted to the Planning Department for review.
09/11/2023	Plans are conditionally approved by the Planning Department.
09/12/2023	Plans are submitted to Building & Safety for review and processing.
10/26/2023	Plan Check Engineer issues corrections.
12/26/2023	Revised plans were submitted to the Plan Check Engineer for review.
01/11/2024	Plan Check Engineer issues a second round of corrections.
01/29/2024	Revised plans were submitted to the Plan Check Engineer for review.
02/12/2024	Plan Check Engineer issues a third round of corrections.
02/14/2024	Revised plans were submitted to the Plan Check Engineer for review.
02/26/2024	Plans are approved by the Plan Check Engineer.
03/12/2024	Staff verified that all agency clearances have been obtained. Permits were issued.

Single-Family Dwelling remodel 4608 W. 173rd Street

11/04/2021	The project is submitted to Community Development for processing.
12/06/2021	Plans are conditionally approved by the Planning Department.
01/03/2022	Plans are submitted to Building & Safety for review and processing.
03/10/2022	Plans are approved by the Plan Check Engineer.
04/06/2022	Staff verified that all agency clearances have been obtained. Permits were issued.

Commercial T.I Minor – UPS

06/14/2021	Site plan review application submitted for tenant improvement of UPS store.
07/01/2021	Conditional approval from planning.
07/07/2021	Applicant submitted building and safety plan check application.
07/20/2021	Corrections required.
09/15/2021	Applicant submitted to plan check for revision review.
10/14/2021	Approved plans by building and safety plan checker.
10/18/2021	Final review and approval by planning.
10/18/2021	Staff verified that all agency clearances have been obtained. Permits were issued.

Commercial T.I. Major – Dollar Tree

09/06/2023	Project submittal to Community Development.
09/21/2023	Conditional Approval issued by planning.
12/19/2023	Plans submitted for review to building and safety plan checker.
01/11/2024	Corrections required.
01/18/2024	Revised plan submitted to Building & Safety.
01/18/2024	Plans approved by Building & Safety.
02/08/2024	Staff verified that all agency clearances have been obtained. Permits were issued.

Code enforcement related issues are the number one trigger for site plans. Many reviews can take a long time to complete because it requires the effort from the applicant to comply. In many cases the applicant will not comply by either failing to submit or resubmit plans or failing to obtain permits. In this case the code enforcement team will forward the project to the City Attorney's office. Some of the cases, once in the City Attorney's office, can take up to two years, especially because the courts continue the cases to later dates. This delays the issuance of permits because it is the last step in the process.

Major code enforcement cases typically have several unpermitted items or it has been a case where the applicant has not complied with the City code and the case has been ongoing for more than one year. Standard code cases are cases with several violations; however, the applicant has complied and worked with the City to get things resolved. Lastly, minor code cases are those where small items have been unpermitted and the applicant has taken fast action to comply with City codes. Most of the time minor code cases include construction of a patio without permits and the applicant demolishes the structure immediately after obtaining the City's approval, as well staff not finding any other unpermitted items on the site.

Code Cases

Example No. 1 – 4161 W 162nd St. (10/19/2017 to 03/05/2024)

12/13/2017 Carport built without permits. The first violation notice was sent to the owner to submit plans.
04/03/2018 A Second notice was sent to the owner to submit plans to the Community Development Department to clear the violation.
01/29/2019 Final Notice sent to the property owner to submit plans to the Community Development Department.
02/10/2022 Site plan review application submitted.
03/14/2022 Correction letter sent (15 business days).
03/15/2022 Plans resubmitted by applicant.
03/17/2022 Conditional approval.
03/24/2022 Submittal to building and safety plan check.
04/07/2022 Corrections required.
07/28/2022 Applicant resubmitted revised plans to the Plan Check Engineer.
09/06/2022 Corrections required.
09/07/2022 Applicant resubmitted revisions to the Plan Check Engineer.
09/13/2022 Plan Check Engineer approved plans.
09/13/2022 Permits were issued.

Example No. 2 – 15410 Grevillea Ave. (6-19-2019 to 3/22/2022)

06/19/2019 Code case open for possible illegal subdivision, inspection required.
07/17/2019 Second notice sent; inspection required.
09/11/2019 Final Notice, one unpermitted bedroom, unpermitted washer/dryer hookups, plans required to be reviewed by the Community Development Department.
05/26/2020 Second Final Notice to comply.
06/07/2021 Applicant submitted plans to the Community Development Department.
06/29/2021 Conditional approval (10 business days).
06/30/2021 Plan check submitted by applicant to Building & Safety Plan Check Engineer.
07/28/2021 Corrections required from the Plan Check Engineer.
08/18/2021 Applicant resubmitted plans.
09/22/2021 Approved plans by Building and Safety.
09/23/2021 Approved plans by the Planning Department.
10/26/2021 Applicant submitted plans with a different scope of work.
10/27/2021 Planning conditionally approved the revised scope of work.
12/01/2021 Revised plans are submitted to Building and Safety.
12/16/2021 Revised plans approved by Building and Safety.
12/21/2021 Plans approved by Planning.
12/21/2021 Emailed applicant plans to print out.
01/19/2021 Permits were issued once the applicant brought in approved plans and completed the required clearances.

Example No. 3 – 4241/ 4243 Redondo Beach Blvd. (10/05/2017 to 3/05/2024)

10/05/2017 First notice sent to the owner for work (tenant improvements) completed without permits.
01/29/2018 Second notice sent to the owner to submit plans to Community Development for review.
05/23/2018 Final notice sent to the owner to submit plans to Community Development for review.

08/22/2018 Code case sent to City attorneys for non-compliance.
06/26/2019 Applicant submitted site plan review to Community Development.
08/08/2019 Planning required corrections.
09/05/2019 Plans resubmitted to planning.
10/07/2019 Planning required corrections.
10/10/2019 Plans resubmitted to planning.
11/04/2019 Plans approved by planning.
11/12/2019 Plans submitted to Building and Safety to be reviewed by the Plan Check Engineer.
11/12/2019 Plans approved by the Plan Check Engineer.
12/16/2019 Applicant pulled permits.

In the abovementioned case the City Attorney's office spent 45.8 hours reviewing the case to obtain compliance.

Much of the time, construction is completed without permits which leads to code cases that sometimes end up in the city attorney's office for non-compliance when property owners do not voluntarily work with Community Development staff. In some cases, during the Planning Department's review, a simple one-bedroom addition could uncover unpermitted construction on the property that hinders the applicant from building if they do not meet the zoning requirements. Depending on what the applicant decides to do with their project it may change the project all together and must be reviewed again by both Planning and Building & Safety, which may delay the issuance of a permit.

Staff conducted a survey and called nearby South Bay cities to ask about the processing times for other cities. Some cities review the project concurrently with building and safety and others don't have a set structure, which may delay the project even further.

City Name	**Planning Plan review**	**Expedited Planning Plan review**	**Building Plan Check**	**Expedited Plan Check**
Lawndale	10 Business days (2-3 weeks)	1-5 Business days (1 week)	10-15 Business days (2-3 weeks)	-
Manhattan Beach	2 months (8 weeks) concurrently with building and safety	-	-	-
Torrance	4-6 weeks May submit to planning or building first	-	4-6 weeks	-
Redondo Beach			6-8 Weeks, permits issued within 3-6 months	2-3 Weeks (Consultants)
El Segundo	-	-	2-3 Weeks 15 Business Days per review	2-3 weeks or 15 business days
Carson	1day-1 week (Consultants only)	-	10-14 days, 3-4 weeks corrections	-

CONCLUSION

Every project is unique and, therefore, all timelines will be different. Permits of like for like fixtures, roofing and minor repairs are issued over the counter within the same day. Fire damage and water damage is reviewed only by building and safety to avoid delays. Finally, any other project involving additions, new residential, commercial tenant improvements and code cases involving unpermitted construction require site plan reviews. Site plan reviews are required to ensure compliance with the zoning code are comply with current building codes. Site plan reviews also help clear all municipal code, and building code violations to protect the health, safety, and general welfare of the residents.

LEGAL REVIEW

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

RECOMMENDATION

Staff recommends that the City Council receive and file the Community Development Permit Processing Timeline report.

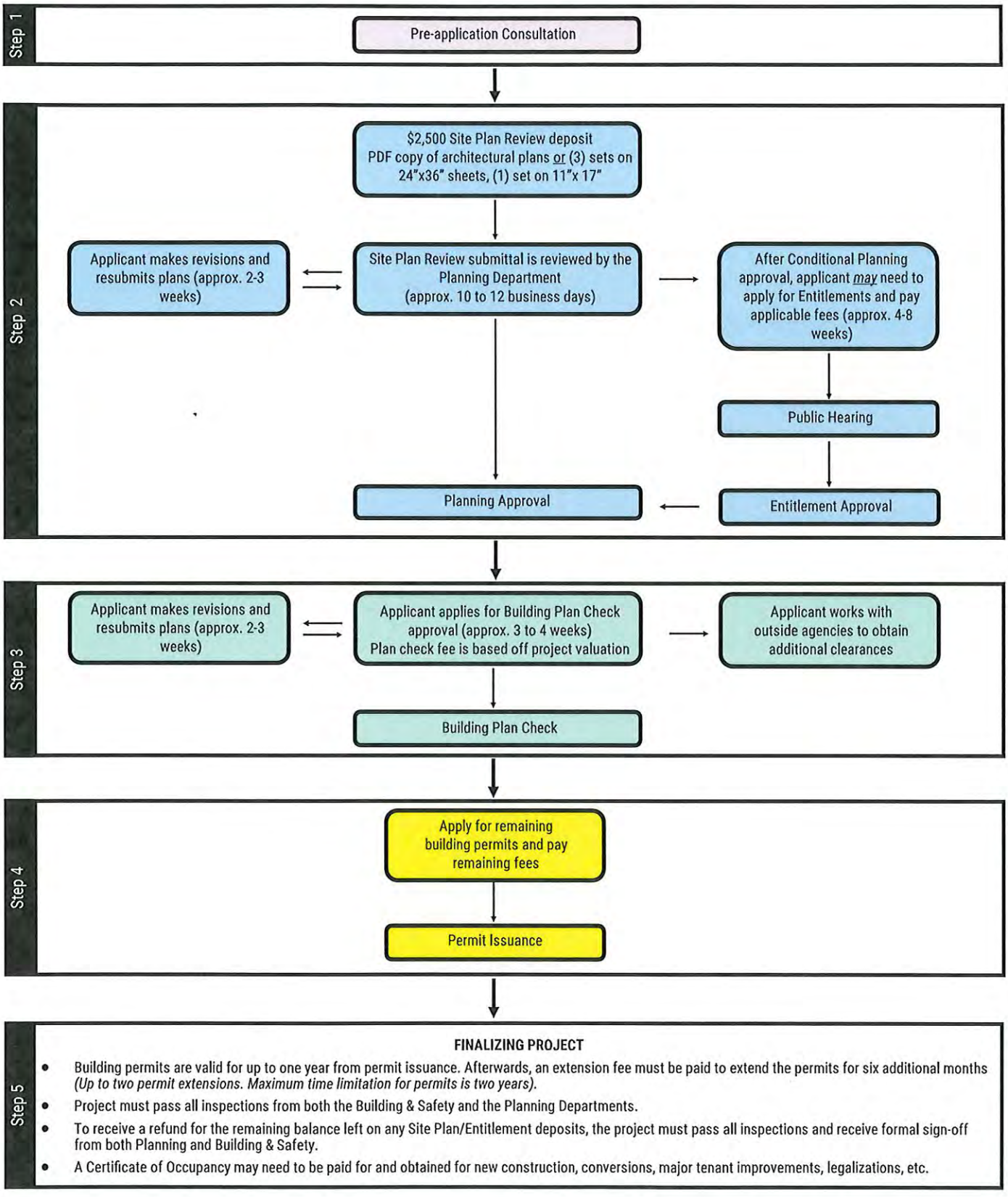
ATTACHMENTS:

A) City of Lawndale "Plans to Permits" Flow Chart

ATTACHMENT A

City of Lawndale "Plans to Permits" Flowchart

"PLANS TO PERMITS" FLOW CHART



Rev. 2/2024

CITY OF LAWNDALE

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

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Public Works & City Engineering Oversight, Contract Project Manager
Nabi Sidiqi, Assistant Engineer
Hrant Manuelian, Finance Director

SUBJECT: **Approval of the Facility Needs Assessment Project for Public Works & City Hall, Project No. 2402-22**

BACKGROUND

The City of Lawndale was awarded American Rescue Plan Act (ARPA) funds offering a valuable opportunity for local agencies to enhance their infrastructure development. In January 2024, staff earmarked $3 million for infrastructure improvements specifically in the Public Works and City Hall Departments which are in urgent need of facility improvements.

STAFF REVIEW

Staff has identified numerous areas within City Hall and the Public Works facilities that require improvements. Listed below are the specifics for each facility:

City Hall
The improvements at City Hall will include painting the interior and exterior of the building, replacing the carpet in the offices and replacing the flooring in the kitchen and restrooms, the kitchen will be remodeled to include new cabinets, appliances, and furniture, restrooms will be fully revamped to include new plumbing features, carpet textured walls in the council chamber and conference room will be replaced, ceiling tiles will be updated, and furniture for City staff will be renewed. The lighting will be upgraded with new energy efficient lighting as well as the ventilation systems with air regulation.

Public Works Department
The improvements at the Public Works Department will include painting the interior, replacing the carpeted areas with commercial grade tile flooring, replacing the ceiling tiles (many are broken and damaged due to age), replacing office furniture as needed, the kitchen will be remodeled to include new flooring, appliances, and cabinetry, restrooms and shower rooms will be fully revamped, and the lighting will be upgraded with new energy efficient lighting as well as the ventilation systems with air regulation. Also, the auto bays are in need of new garage doors for safety and functionality.

The Public Works Department serves as the Emergency Operations Center and requires facilities to be setup for extended stays for emergency response personnel. Therefore, the showers and locker rooms need to be remodeled to be functional. The deteriorating condition of the current flooring poses a safety

risk to city staff, who are vulnerable to tripping hazards. The deteriorating ceiling tiles, which are chipping and falling, present a safety risk for office personnel, as they are hazardous and could result in injuries. Furthermore, the malfunctioning garage doors are impeding employee productivity by slowing down their work. Addressing these improvements aim to modernize and enhance the functionality, safety, and overall quality of the City's infrastructure.

LEGAL REVIEW

City attorney reviewed and approved staff report.

FISCAL IMPACT

The total cost of this project including materials, installation, and contingencies is estimated to be $3,000,000. Funding for this project will come from the American Rescue Plan Act (ARPA) fund as this is considered to be general government services and public safety. A budget amendment of $3,000,000 will be needed in the ARPA fund. The funds will be budgeted in account number 285-310.

Currently there is $5,451,973 available ARPA funding. ARPA funds must be obligated/appropriated by December 31, 2024, and must be liquidated/spent by December 31, 2026. ARPA funds are one-time funds that if not spent or committed by the ARPA deadlines would need to be returned to the Federal Government.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the project and direct staff to advertise the plans and specifications to solicit bids for the construction contract.
2. Approve budget amendment for $3,000,000 from ARPA account 285-310.

CITY OF LAWNDALE

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

DATE: March 18, 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: **Award of Contracts for Construction and Construction Inspection Services for the FY 2022-23 Residential Street Rehabilitation Project**

BACKGROUND

The City's annual street improvement program provides continual preventive maintenance to extend the life of street conditions. The annual street improvement project consists of rehabilitation and preventive maintenance of City streets including pothole/base repairs, crack sealing, slurry seals, and pavement overlays. Rehabilitation and maintenance work on public streets need to be coordinated with other City projects, utility company excavations, and private development projects based on the current Pavement Management System (PMS).

On February 6, 2023, the City Council approved the list of streets for improvement for the Fiscal Year (FY) 2021-22 program of the Community Development Block Grant program (CDBG) with the adoption of Resolution No. CC-2302-003. Staff selected several street segments with significant deteriorated pavement conditions along Mansel Avenue from 147th Street to 145th Street, Grevillea Avenue from 159th Street to Manhattan Beach Boulevard, and 159th Street from Grevillea Avenue to Hawthorne Boulevard.

In addition, on July 17, 2023, the City Council adopted Resolution No. CC-2307-029 for FY 2023-24-budget list of projects for Road Repair and Accountability Act of 2017 – Senate Bill (SB) 1. Staff selected several street segments for improvements along Mansel Avenue from 147th Street to 145th Street, Grevillea Avenue from 159th Street to Manhattan Beach Boulevard, and 159th Street from Grevillea Avenue to Hawthorne Boulevard.

The FY 2022-23 Residential Street Rehabilitation Project will be funded through the CDBG program and SB 1 Road Maintenance and Rehabilitation Account (RMRA). Additional funds from Measure M, Prop C, Priority Legislative Budget Projects (PLBP), and General Fund will be utilized for the project as well.

The list of streets for the FY 2022-23 Residential Street Rehabilitation Project is as follows:

CDBG- FY 2022- 23		
Street Name	**Construction Limits**	**Quantity**
Mansel Avenue	From 147th Street to 145th Street	16,718 SF
Grevillea Avenue	From 159th Street to Manhattan Beach Boulevard	9,793 SF
159th Street	From Grevillea Avenue to Hawthorne Blvd.	15,214 SF
PLBP- FY 2022- 23		
Street Name	**Construction Limits**	**Quantity**
147th Street	From Condon Avenue to Grevillea Avenue	53,375 SF
163rd Street	From Grevillea Avenue to Freeman Avenue	30,602 SF
166th Street	From Hawthorne Boulevard to Prairie Avenue	112,474 SF
SB 1, Measure M, Prop C & General Fund (MOE)		
Street Name	**Construction Limits**	**Quantity**
154th Street	From Condon Avenue to Grevillea Avenue	44,043 SF
Firmona Avenue	From Marine Avenue to 147th Street	32,421 SF
Grevillea Avenue	From 145th Street to Rosecrans Avenue	15,478 SF
Kingsdale Avenue	From Marine Avenue to 147th Street	32,162 SF
167th Street	From Hawthorne Blvd. to end W/O Firmona Ave.	46,344 SF
14909 Grevillea Avenue	Digout	192 SF
15443 Grevillea Avenue	Digout (On 156th Street)	259 SF
15811 Osage Avenue	Digout	280 SF
15818 Osage Avenue	Digout	220 SF

STAFF REVIEW

The engineer's estimate was $2,537,000 based on a comprehensive evaluation of the project.

On February 28, 2024, five (5) contractors submitted bids. The bid results for the project are as follows:

Rank	Bidder Name	Total Bid Amount
1.	Sequel Contractors, Inc.	$1,989,388.32*
2.	Onyx Paving Company, Inc.	$2,020,000.00
3.	All American Asphalt	$2,050,006.32
4.	Hardy & Harper, Inc.	$2,110,000.00
5.	Palp Inc., DBA Excel Paving	$2,198,595.36

*Amount listed and calculated amount had $30 discrepancy, however, this does not change the low bidder

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

In addition, the City is currently undertaking an aggressive street improvement program to enhance roadway conditions citywide. As a result, extensive on-site construction inspection services is necessary

to ensure compliance with the design plans, specifications, contract documents, and approved shop drawings.

On March 6, 2024, the City requested cost proposals from the five On-Call Civil Engineering Services firms under contract with the City to provide Construction Inspection Services for this project. The request was sent to: Transtech Engineers, Inc., SA Associates, Onward Engineering, LAE Associates, Inc., and Willdan. Two proposals were received on March 13, 2024.

Staff examined and reviewed the submitted proposals based on several factors including technical knowledge, proposed-teams experiences, scope of work, qualifications, and fee schedule. The proposal rankings are as follows:

Rank	Bidder Name	Total Bid Amount
1.	SA Associates	$108,000.00
2.	LAE Associates	$112,140.00

The proposal submitted by SA Associates provided the most optimal plan with qualified technical knowledge, relevant team experiences, and in-depth understanding of the scope of work and project requirements.

The FY 2022-23 Residential Street Rehabilitation Project has $2,404,000 budgeted from various funding sources whereas the completion of the project will cost approximately $2,097,388.32, not including contingency. The project cost breakdown is as follows:

Construction Bid Amount	$1,989,388.32*
Construction Contingency (15%)	$298,408.25
Construction Inspection Services	$108,000.00
Total Project Cost Estimate	$2,395,796.57

LEGAL REVIEW

The City's standard construction contract, which is included in the project specifications template, has been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

The current FY 2023-24 budget includes funding for this project. The project's available fund breakdown of SB 1 – RMRA, CDBG, General Fund for Maintenance of Effort, Prop C, Measure M, and PLBP Grant funds is as follows:

SB1 - Gas Tax (274-310-700.282)	$522,000
CDBG FY 2022-23 (214-443-700.146)	$217,000
General Fund (MOE) (100-310-700.282)	$284,000
Prop C (207-310-700.282)	$259,000
Measure M (272-310-700.282)	$122,000
PLBP Grant (288-310-700.283)	$1,000,000
Total Available Funding	$2,404,000

RECOMMENDATION

Staff recommends that the City Council:

1. Award the construction contract to Sequel Contractors, Inc., in the amount of $1,989,388.32 for the FY 2022-23 Residential Street Rehabilitation Project;
2. Award the Construction Inspection Services to SA Associates in the amount of $108,000.00 for the FY 2022-23 Residential Street Rehabilitation Project; and
3. Approve the construction Contingency of $298,408.25 for FY 2022-23 Residential Street Rehabilitation Project.

ATTACHMENTS

A. Construction Agreement
B. Construction Inspection Services Agreement
C. Construction Bid Opening Log
D. Project Location Map

Attachment A

AGREEMENT

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

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

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled **"FY 2022-23 Residential Street Rehabilitation Project"** and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and plans.

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

ARTICLE III: City agrees to pay and Contractor agrees to accept in full payment for this Work or Improvement the stipulated sum of **One Million Nine Hundred Eighty Nine Thousand, Three Hundred Eighty Eight and 32/100 Dollars ($1,989,388.32).**

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

ARTICLE IV: All work to be done under this contract shall be completed within **EIGHTY (80) consecutive working days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 10 days and shall include data supporting the request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY: CITY OF LAWNDALE, CALIFORNIA

Dated _____, 20__

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Dated _____, 20__

CONTRACTOR: _____

By: _____
Thomas S. Pack

_____
PRESIDENT

By: _____
Michael A. Mahler

_____
SECRETARY

Attachment B

Attachment 1

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ON-CALL CIVIL ENGINEERING SERVICES

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

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

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

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

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

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

4.0 COORDINATION OF WORK

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

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

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

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

6.0 RECORDS AND REPORTS

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

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONSULTANT:
SA Associates
a [California corporation]

By: Shahnawaz Ahmad
Name: Shahnawaz Ahmad
Title: President

By: Shahnawaz Ahmad
Name: Shahnawaz Ahmad
Title: Secretary

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

Attachment 1

EXHIBIT "A"

SCOPE OF SERVICES

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

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

Attachment 1

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

SECTION V: FEE PROPOSAL

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	$240.00
Engineer	$210.00
Quality Assurance/Quality Control	$225.00
AutoCAD Designer/Technician	$100.00
Construction Inspector	$125.00 - 165.00
Secretary	$102.00
Surveyor (2-person crew)	$270.00

Reimbursable In-House Costs

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

Other Reimbursables

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

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

SECTI 75% 1 of 1

Attachment 1

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable

Attachment C

CITY OF LAWNDALE
CITY CLERK DEPARTMENT
BID OPENING LOG SHEET

APPARENT BID RESULTS

Project Name:
Bid Opening – FY 22/23 Residential Street Rehabilitation Project (BN-2402-23)

BIDDER (listed in the order received)	SUFFICIENT BID BOND? (Y/N)	ADDENDUM NO. 1? (Y/N)	TOTAL BID AMOUNT
1. Onyx Paving Company, Inc.	Y	Y	$2,020,000.00
2. Hardy & Harper, Inc.	Y	Y	$2,110,000.00
3. Sequel Contractors, Inc.	Y	Y	$1,989,418.32
4. Palp, Inc dba Excel Paving	Y	Y	$2,198,595.36
5. All American Asphalt	Y	Y	$2,050,006.32

I, Yvette Hall, Assistant City Clerk of the City of Lawndale, hereby certify that bids for the above referenced project/services were received no later than the deadline specified in the project specifications, were opened by me, and that the above summary of the bid opening is a true and correct representation of that action.

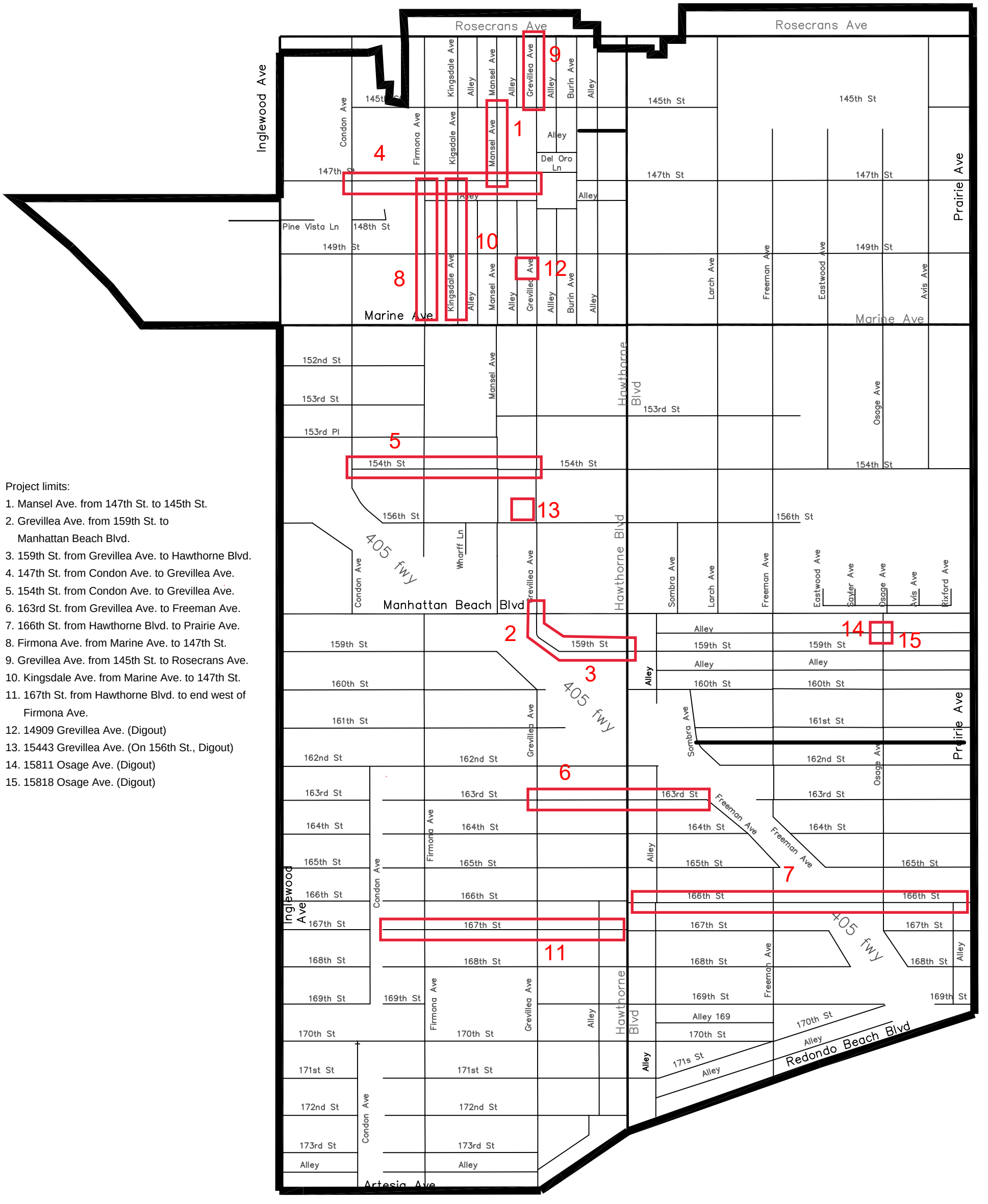
Signed: Yvette Hall
Yvette Hall, Assistant City Clerk

Dated: February 28, 2024

cc: Ahmad Ansari, Public Works & City Engineering Oversight Contract Project Manager
Nick Petrevski, Public Works Associate Engineer

Attachment D

FY 22-23 Street Improvement Project Location Map



Project limits:

1. Mansel Ave. from 147th St. to 145th St.
2. Grevillea Ave. from 159th St. to Manhattan Beach Blvd.
3. 159th St. from Grevillea Ave. to Hawthorne Blvd.
4. 147th St. from Condon Ave. to Grevillea Ave.
5. 154th St. from Condon Ave. to Grevillea Ave.
6. 163rd St. from Grevillea Ave. to Freeman Ave.
7. 166th St. from Hawthorne Blvd. to Prairie Ave.
8. Firmona Ave. from Marine Ave. to 147th St.
9. Grevillea Ave. from 145th St. to Rosecrans Ave.
10. Kingsdale Ave. from Marine Ave. to 147th St.
11. 167th St. from Hawthorne Blvd. to end west of Firmona Ave.
12. 14909 Grevillea Ave. (Digout)
13. 15443 Grevillea Ave. (On 156th St., Digout)
14. 15811 Osage Ave. (Digout)
15. 15818 Osage Ave. (Digout)

CITY OF LAWNDALE

Back to Agenda

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

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Approval to Dispose of One Vehicle for the Municipal Services Department**

BACKGROUND

On an annual basis, staff perform a needs assessment of vehicles and equipment based on mileage, age, and resources lost due to down time for repairs. For this year, there is one vehicle in the Municipal Services Department (MSD) that needs to be disposed of due to age and wear.

The Lawndale Municipal Code, Section 3.08 ("Purchasing") establishes the duties of the Purchasing Officer and his/her designee. The purchasing code further states in Section 3.08.040, Item J that the Purchasing Officer shall: "recommend the sale of all supplies and equipment which cannot be used by any agency, or which have become unsuitable for city use."

In addition, Section 3.08.110 B states: "sale of surplus personal property shall occur after soliciting three bids or by auction" and "items to be sold at auction must first be approved by the City Council."

STAFF REVIEW

The vehicle listed below has incurred significant resources due to repair needs and is being recommended for disposal.

Year Make and Model:	2010 Ford Transit
License Plate Number:	1237949
Vehicle Identification Number:	NM0LS7CN9AT019781
City Vehicle Number:	#493

Last year in June 2023, the City purchased three new Ford Ranger trucks to replace this vehicle for use by MSD staff.

LEGAL REVIEW

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

FISCAL REVIEW

For the recommended disposal of this vehicle, the City has utilized the services of Ken Porter Auctions (KPA) who honors the State bid arrangement for auctioned items. Therefore, the vehicle will be sold at the highest price possible. In addition, the City will receive 100% of the proceeds, and at no cost to the City.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the sale of the 2010 Ford Transit through the City's standard public auction process facilitated by Ken Porter Auctions in Carson, California.

Attachments: None

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

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk YH

SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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

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

DATE: March 18, 2024

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk

SUBJECT: Conference with Labor Negotiator
The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager and city attorney, regarding labor negotiations with unrepresented employees, the central management team.

No public documents were forwarded to the City Clerk Department for this item.