



CITY OF LAWDALE
AGENDA OF THE LAWDALE
CITY COUNCIL REGULAR MEETING

Monday, July 15, 2024, 6:30 PM
Council Chambers
14717 Burin Ave
Lawndale, CA 90260

**** Revised ****

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

How to observe the Meeting:

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

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

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

1: CALL TO ORDER AND ROLL CALL

2: CEREMONIALS (Flag Salute and Inspiration)

3: PUBLIC SAFETY REPORT

- 3A. Los Angeles County Sheriff's Department Update
- 3B. Los Angeles County Fire Department Update

4: PRESENTATIONS

- 4A. Proclamation – Parks and Recreation Month July 2024
 - Presentation of City of Lawndale Proclamation Certificate for Parks and Recreation Month July 2024, to the City of Lawndale Community Services Department.

5: ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

6: COMMENTS FROM COUNCIL

7: CONSENT CALENDAR

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

- 7A. Motion Pertaining to the Reading of Ordinances
 - Recommendation: that the City Council approve.
- 7B. Accounts Payable Register
 - Recommendation: that the City Council adopt Resolution No. CC-2407-086 authorizing the payment of certain claims and demands in the amount of \$2,189,627.39.

7C. Minutes of the Lawndale City Council Regular Meeting, June 17, 2024

— Recommendation: that the City Council approve the minutes.

7D. Second Reading Ordinance No. 1207-24 to amend the Lawndale Municipal Code regarding density bonus standards for affordable residential units to reflect recent changes in State Law

— Recommendation: that the City Council read by title only, waive further reading, and adopt Ordinance No. 1207-24 to amend ADUs to comply with recent changes in State Law.

7E. Consideration of Claim for Damage against the City

— Recommendation: that the City Council reject the claims filed by Carlos Carbajal and Ivannia Guzman and instruct staff to process the appropriate correspondence to the claimants.

7F. FY 2024-25 and FY 2025-26 Recreation Class Instructor Agreements

— Recommendation: that the City Council approve the attached agreements which have all been signed by each business entity for: 1) Chapala Dance Academy, LLC; 2) Duncan's Soo Bahk Do, LLC; 3) Elysian Arts and Events, LLC; and 4) Just Dance Company, LLC totaling \$110,000.00 and authorize the City Manager to sign the agreements.

7G. Elderly Nutrition Program Agreement

— Recommendation: that the City Council approve the attached Contract Services Agreement for Elderly Nutrition Program Services agreement between the City of Lawndale and City of Gardena for a term beginning Monday, July 1, 2024, through June 30, 2025.

8: ADMINISTRATION

8A. Quarterly Investment Report

— Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended June 30, 2024.

8B. Consideration of Changes to the Wall of Distinction Criteria

— Recommendation: that the City Council provide direction to staff on whether or not to add groups and/or organizations to the Wall of Distinction Policy, as well as potential changes to the guidelines identifying the members serving on the Wall of Distinction Review Committee.

8C. Approval of Youth Development Center Conceptual Design

— Recommendation: that the City Council review the four design options as presented along with their respective cost estimates, and provide staff direction as to which conceptual design, or combination of designs, they would like staff to pursue for the Youth Development Center Project.

8D. Ratify the Unanticipated Emergency Repair of Two Public Works Vehicles

— Recommendation: that the City Council Ratify the Unanticipated Emergency Repair of Two Public Works Vehicles for a total amount of \$3,347.93.

8E. Approve Purchase of a Portable Pressure Washer

— Recommendation: that the City Council approve the purchase of a new Portable Pressure Washer in the amount of \$16,852.87 using \$17,000 of \$20,000 American Rescue Plan Act funding included in the FY 2024-25.

8F. Approval and Authorization to Release Request For Bid Proposal for the Joint City/School District Parks Irrigation Systems Project

— Recommendation: that the City Council approve the Joint City/School District Parks Irrigation Systems Assessment, Design and Implementation Project, and Authorize staff to Release Request for Bid Proposal.

9: CITY MANAGER REPORT

10: ITEMS FROM CITY COUNCILMEMBERS

10A. Support of The Homelessness, Drug Addiction, and Theft Reduction Act - Initiative 23-0017A1

Requested by Mayor Pro Tem Suarez.

- Recommendation: that the City Council consider the following four items: a.) support Initiative 23-0017A1; b.) approve the draft letter of support (attached) for City Council signatures; c.) approve the attached Resolution No. CC-2407-087; and d.) provide additional direction to staff as may be necessary.

10B. Discussion of South Bay Cities Council of Governments Fees

Requested by Councilmember Kearney.

- Recommendation: that the City Council discuss the South Bay Cities Council of Governments Fees and provide direction to staff.

10C. Discussion of Hiring of a Federal Lobbyist

Requested by Councilmember Hofmann Gorman.

- Recommendation: that the City Council discuss the hiring of a Federal Lobbyist and provide direction to staff.

10D. Discussion of Speed Hump Installation on 147th Street

Requested by Mayor Pullen-Miles.

- Recommendation: that the City Council discuss the installation of speed humps on 147th Street and provide direction to staff.

10E. Discussion of Johnson V. Grants – Good Neighbor Pledge

Requested by Mayor Pro Tem Suarez.

- Recommendation: that the City Council discuss the Johnson V. Grants – Good Neighbor Pledge and provide direction to staff.

10F. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

11: ADJOURNMENT

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 July 15, 2024, was posted not less than 72 hours prior to the meeting.

Yvette Palomo, Assistant City Clerk

Date Posted: July 15, 2024



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: Proclamation – Parks and Recreation Month July 2024

Presentation of City of Lawndale Proclamation Certificate for Parks and Recreation Month July 2024, to the City of Lawndale Community Services Department.

Attachments

[1. Proclamation – Parks and Recreation Month July 2024.pdf](#)

Presentation

July 15, 2024

City Council Meeting

**Proclamation
Parks Make Life Better! Month
July 2024**

Presented To
Community Services Director Jason Minter
Representing the
Community Services Department

July is celebrated across the nation as Parks and Recreation Month.

The California Parks and Recreation Society has released a statewide public awareness campaign titled “Parks Make Life Better!® to inform the public of the many benefits of utilizing parks, facilities, programs and services for health, wellness, and the development of all Californian’s.

Parks and Recreation plays a significant role in communities by enhancing quality of life, providing open space for people to engage in recreational activities, and opportunities to gather and interact with others in a social setting.

The Community Services Department plays an essential role in the administration and organization of opportunities for the Lawndale community to enjoy open space and city facilities where youth, adults, and seniors can be active and participate in recreational activities.

I would like to invite Community Services Director, Jason Minter, to the podium to receive this proclamation as we proclaim the month of July as **Parks Make Life Better!® Month** and **recognize the Community Services Department staff** who utilize their skills, talent and creativity to provide recreation and social opportunities to our community throughout the year.

City of Lawndale Proclamation

**Parks
Make
Life
Better!**

July 2024

WHEREAS, July is celebrated across the nation as Parks and Recreation Month; and
WHEREAS, Parks and recreation promotes physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity, encouraging others to gather and interact; and
WHEREAS, Parks and recreation creates memorable experiences through youth activities, teen centers, senior activity centers, adult fitness and enrichment programs, community events, and beyond; and
WHEREAS, Parks, recreational facilities, and open space play a significant role in enhancing the quality of life in communities, including adding value to homes and neighborhoods; and
WHEREAS, Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and
WHEREAS, Parks and Recreation supports communities by making life better through recreational and outdoor opportunities; and
WHEREAS, The California Park & Recreation Society has released a statewide public awareness campaign, "**Parks Make Life Better!**" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services; and
WHEREAS, The City of Lawndale encourages all residents to be active and healthy, utilize parks and amenities, and participate in recreational activities; and
WHEREAS, The Lawndale City Council recognizes the important contributions of the City's Community Services Department in providing for and planning recreational opportunities for the community, including youth, adults, and seniors.
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lawndale, California does hereby recognize the importance of access to local parks, trails, open space, and recreational facilities and declares the month of July 2024 as "**Parks Make Life Better!**" Month, recognizing the important contributions of our City's Community Services Department in providing those services.

Proclaimed this 15th Day of July 2024



R. Pullen-Miles

Mayor Robert Pullen-Miles

Bernadette Suarez
Bernadette Suarez
Mayor Pro Tem

Rhonda Hofmann Gorman
Rhonda Hofmann Gorman
Councilmember

Pat Kearney
Pat Kearney
Councilmember

Sirley Cuevas
Sirley Cuevas
Councilmember



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, 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.



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director

SUBJECT: Accounts Payable Register

RECOMMENDATION

Recommendation: that the City Council adopt Resolution No. CC-2407-086 authorizing the payment of certain claims and demands in the amount of \$2,189,627.39.

Attachments

[03. Accounts Payable Register.pdf](#)

RESOLUTION NO. CC-2407-086

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$2,189,627.39**

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

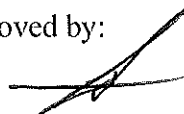
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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

SECTION 3. That the claims and demands paid by check numbers 206018 through 206165 for the aggregate total of \$2,189,627.39 are hereby authorized.

Effective Date: July 15th, 2024

Approved by:



Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this July 15th, 2024.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2407-086 at a regular meeting of said Council held on the 15th day of July 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	Beginning	Check Number	Ending	Aggregate Total
6/13/2024	206018		206058	598,043.03
6/20/2024	206059		206094	504,666.38
6/27/2024	206095		206127	857,901.53
7/3/2024	206128		206155	58,825.93
7/3/2024	206156		206165	170,190.52
Total Checks				2,189,627.39

Check# 206096 and 206112 are reissuances of previously approved check# 205821 and 205723 respectively.

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			2,189,627.39

Check Register Report

Date: 06/12/2024
Time: 5:37 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206018	06/13/2024	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	15,641.39
206019	06/13/2024	Printed		0113	AMERICAN PLANNING ASSOCIATION	2024/25 APA & AICP MEMBERSHIP	748.00
206020	06/13/2024	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CSD 3RD FLOOR KITCHEN MONTHLY	134.00
206021	06/13/2024	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - APR. 2024	53,595.60
206022	06/13/2024	Printed		4049	CALIF CITY MGMT FOUNDATION	2024/25 MEMBERSHIP DUES	400.00
206023	06/13/2024	Printed		0155A	CALIF. CONTRACT CITIES ASSOC.	2023-24 MEMBERSHIP DUES	4,000.00
206024	06/13/2024	Printed		0169	CENTINELA YOUTH SERVICES	2023/24 PROPORTIONAL FUNDING	6,500.00
206025	06/13/2024	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	JUNE 2024-INS PRE-TAX/POST TAX	2,175.72
206026	06/13/2024	Printed		7279	CORNER BURGER	CONTINENTAL BREAKFAST -	1,306.19
206027	06/13/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	39,374.18
206028	06/13/2024	Printed		0216	DELTA DENTAL	JUNE 2024 DENTAL PREMIUM	1,692.44
206029	06/13/2024	Printed		0389	DELTA DENTAL INS	JUNE 2024 DENTAL PREMIUM	258.16
206030	06/13/2024	Printed		8316	DIAMOND ENVIRONMENTAL SERVICES	PORTABLE RESTROOM RENTAL -	983.15
206031	06/13/2024	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEES MARTIAL ARTS	1,913.50
206032	06/13/2024	Printed		8250	EMCOR SERVICES MESA ENERGY	REMOVE AND REPLACE A RAYPACK B	20,439.00
206033	06/13/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION REPAIR PARTS -	856.93
206034	06/13/2024	Printed		8269	G & S PRINTING	BUSINESS CARDS - CCK -	35.28
206035	06/13/2024	Printed		8312	GALLAGHER BENEFIT SERVICES INC	RECRUITMENT SERVICES -	6,250.00
206036	06/13/2024	Printed		8315	FRANK GLYNN	PLANNING DEPOSIT REFUND	2,500.00
206037	06/13/2024	Printed		8150	HEALTH AND HUMAN RESOURCE	JUNE2024 EMPLOYEE ASSIST PROGR	68.04
206038	06/13/2024	Printed		4702	ICMA MEMBERSHIP RENEWALS	2024/25 MEMBERSHIP DUES	1,200.00
206039	06/13/2024	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES-	1,094.42
206040	06/13/2024	Printed		8286	MARVIN SERVICES INC	REPLACE BRAKE PADS & ROTORS	2,367.19
206041	06/13/2024	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING SERVICES -	3,690.00
206042	06/13/2024	Printed		7910	MOBILE SCREENING UNIT INC	PET FAIR 2024 - MOBILE HEALTH	600.00
206043	06/13/2024	Printed		8031	MOMAR, INC.	PLUMBING DRAIN REMOVER	311.89
206044	06/13/2024	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL EXAM	25.00
206045	06/13/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	945.93
206046	06/13/2024	Printed		8295	ONYX PAVING COMPANY INC	PARKING LOT REHAB.- CITY HALL,	419,117.22
206047	06/13/2024	Printed		6815	OOH LA-LA FACE PAINTING	FACE PAINTER/BALLOON TWISTER -	795.00
206048	06/13/2024	Printed		1140	PACIFIC TIRE OF LAWNDALE	TIRE REPAIR VEH#508	20.00
206049	06/13/2024	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - MAY 2024	500.00
206050	06/13/2024	Printed		8314	ARLEEN RESTAINO	FLATWORK PERMIT REFUND	75.00
206051	06/13/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	447.81
206052	06/13/2024	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - MAR. 2024	547.00
206053	06/13/2024	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,540.14
206054	06/13/2024	Printed		5319A	THREE BROTHERS PARTY RENTALS	TABLES & CHAIRS RENTAL -	137.25
206055	06/13/2024	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	2,613.08
206056	06/13/2024	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,720.00
206057	06/13/2024	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM JUNE 2024	1,014.59
206058	06/13/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	409.93

Total Checks: 41

Checks Total (excluding void checks):

598,043.03

Check Register Report

Date: 06/12/2024
Time: 5:37 pm
Page: 2

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Total Payments: 41							Bank Total (excluding void checks): 598,043.03
Total Payments: 41							Grand Total (excluding void checks): 598,043.03

Check Register Report

Date: 06/18/2024
Time: 4:38 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206059	06/20/2024	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL-	924.00
206060	06/20/2024	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	COFFEE/TEA - MAY 2024	210.44
206061	06/20/2024	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	940.47
206062	06/20/2024	Printed		0372C	AT & T	PHONE CHARGES	55.12
206063	06/20/2024	Printed		8320	MICHAEL A. COCHRAN	CONS & DEMO DEPOSIT REFUND	4,000.00
206064	06/20/2024	Printed		0242	FEDEX	OVERNIGHT SHIPPING CHARGE	141.16
206065	06/20/2024	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	21,911.83
206066	06/20/2024	Printed		8275	URIEL GOMEZ	PRSSC MEETING STIPEND	50.00
206067	06/20/2024	Printed		8244	J & E ASPHALT MAINTENANCE, INC	FY 2023/24 CITYWIDE SIGN	196,479.00
206068	06/20/2024	Printed		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
206069	06/20/2024	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
206070	06/20/2024	Printed		8318	OLGA LOPEZ	GARDEN PLOT #11 DEPOSIT REFUND	25.00
206071	06/20/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	49,757.37
206072	06/20/2024	Printed		8286	MARVIN SERVICES INC	REPLACE BREAK PADS & MOTORS -	607.17
206073	06/20/2024	Printed		8297	MV CHENG & ASSOCIATES, INC	ACCOUNTING MANAGER CONSULTING	16,790.00
206074	06/20/2024	Printed		1140	PACIFIC TIRE OF LAWNDALE	1 NEW TIRE - VEH#520	400.00
206075	06/20/2024	Printed		0326	LINDA D. PARSLEY	FY 2023/24 WELLNESS REIMB.	100.00
206076	06/20/2024	Printed		7047	PRECISION AUTO CARE, INC	DIAGNOSTIC FEE - VEH# 522	1,682.28
206077	06/20/2024	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY COVERALL CHARGES	304.75
206078	06/20/2024	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	2,516.14
206079	06/20/2024	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	18,462.13
206080	06/20/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	91.07
206081	06/20/2024	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - CASE 24-09 -	1,028.14
206082	06/20/2024	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	11,400.00
206083	06/20/2024	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE -	835.45
206084	06/20/2024	Printed		7894	SUPERIOR PAVEMENT MARKINGS, INC	FY 2023/24 ANNUAL CITYWIDE	36,476.20
206085	06/20/2024	Printed		0458	THE SALVATION ARMY	MEALS ON WHEELS - MAY 2024	326.00
206086	06/20/2024	Printed		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	52,249.72
206087	06/20/2024	Printed		3938	TRANSTECH ENGINEERS INC	PW DIRECTOR/CITY ENGINEER -	21,808.00
206088	06/20/2024	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	3,161.71
206089	06/20/2024	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	102.31
206090	06/20/2024	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL SUPPLIES	648.71
206091	06/20/2024	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
206092	06/20/2024	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONE SERVICE	4,116.39
206093	06/20/2024	Printed		8270	WESTERN AUDIO VISUAL	INSTALLATION FEE -AUDIO VISUAL	56,890.80
206094	06/20/2024	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
				Total Checks: 36			Checks Total (excluding void checks): 504,666.38
				Total Payments: 36			Bank Total (excluding void checks): 504,666.38
				Total Payments: 36			Grand Total (excluding void checks): 504,666.38

Check Register Report

Date: 07/08/2024
Time: 10:27 am
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206095	06/27/2024	Reconciled		1541	ALESHIRE & WYNDER, LLP	MAY 2024 - LEGAL SERVICES	4,242.70
206096	06/27/2024	Reconciled		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	4,036.36
206097	06/27/2024	Reconciled		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	6,965.96
206098	06/27/2024	Reconciled		8045	ART PRINTING SERVICE	BUSINESS CARDS - J. HERNANDEZ,	228.22
206099	06/27/2024	Printed		8164	BLUE VIOLET NETWORKS	INSTALL 3 CABINETS FOR VIDEO	4,403.08
206100	06/27/2024	Reconciled		0142	BOULEVARD FLORIST	MOTHER'S DAY FLOWERS - SENIOR	149.18
206101	06/27/2024	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - MAY 2024	78,669.02
206102	06/27/2024	Printed		8319	C&S GARDEN CENTER	PLANTS FOR PW FACILITY	262.01
206103	06/27/2024	Reconciled		0163	CAPITAL OF SOUTH BAY INC.	LIGHT SWITCH CONTROLLER @CSD	176.40
206104	06/27/2024	Reconciled		0182	CITY OF LAWDALE PETTY CASH	PETTY CASH REIMBURSEMENT	168.45
206105	06/27/2024	Reconciled		7795	DICK WAGONER MUFFLER & AC	AC FREON RECHARGE VEH#501	468.45
206106	06/27/2024	Printed		0380	PAT KEARNEY	MILEAGE REIMB.- BOARD MEETING	13.40
206107	06/27/2024	Reconciled		2773	L. A. CNTY DEPT PUBLIC WORKS	HAWTHORNE BLVD TRAFFIC	95,400.00
206108	06/27/2024	Reconciled		8146	LA POP UP MINI GOLF	9 HOLE GOLF RENTAL -	600.00
206109	06/27/2024	Reconciled		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	607,417.95
206110	06/27/2024	Reconciled		7940	MARIPOSA LANDSCAPES, INC	1 PALM TREE SAMPLE TESTING -	3,675.00
206111	06/27/2024	Reconciled		8286	MARVIN SERVICES INC	IGNITION WIRE SET, SPARK PLUGS	1,811.60
206112	06/27/2024	Reconciled		8106	KENNETH MILLER	PRSSC MEETING STIPEND	50.00
206113	06/27/2024	Reconciled		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	659.85
206114	06/27/2024	Printed		0326	LINDA D. PARSLEY	2023 EMPLOYEE RECOG. LUNCH -	157.99
206115	06/27/2024	Reconciled		4457	Q PRESS	2024 YOUTH PARADE POSTCARDS	3,100.71
206116	06/27/2024	Reconciled		6499	RJS CONSTRUCTION SUPPLIES	WOOD STAKES FOR FIREWORK	64.86
206117	06/27/2024	Reconciled		7827	SA ASSOCIATES	CONSTRUCTION MGMT & INSPECTION	19,209.25
206118	06/27/2024	Printed		2193-A	SOUTH BAY FORD FLEET & TRUCKS	REPLACE RIGHT MIRROR VEH#491	107.21
206119	06/27/2024	Reconciled		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - PANHANDLING	329.40
206120	06/27/2024	Reconciled		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	10,400.00
206121	06/27/2024	Printed		0849	THE SAFEMART OF SO CAL INC	6 PADLOCKS FOR CITY FACILITIES	143.21
206122	06/27/2024	Reconciled		8181	TRIO COMMUNITY MEALS, LLC	MEALS ON WHEELS 9/25- 9/29/23	1,263.27
206123	06/27/2024	Reconciled		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	3,186.19
206124	06/27/2024	Reconciled		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	9,869.35
206125	06/27/2024	Reconciled		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	156.52
206126	06/27/2024	Reconciled		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
206127	06/27/2024	Reconciled		0480	VISTA PAINT	GRAFFITI SUPPLIES	412.66

Total Checks: 33

Checks Total (excluding void checks): 857,901.53

Total Payments: 33

Bank Total (excluding void checks): 857,901.53

Total Payments: 33

Grand Total (excluding void checks): 857,901.53

Check Register Report

Date: 07/01/2024
Time: 5:22 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206128	07/03/2024	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	1,670.57
206129	07/03/2024	Printed		2207	ASAP SIGN & BANNER, LLC	FLAG FOR MSD	165.38
206130	07/03/2024	Printed		8326	AUTO SOUNDS OF BAKERSFIELD	PLANNING DEPOSIT REFUND	2,500.00
206131	07/03/2024	Printed		6093	BILLY MITCHELL PTA	SHOW WAGON TRAILER DEPOSIT	500.00
206132	07/03/2024	Printed		8319	C&S GARDEN CENTER	PLANTS - HAWTHORNE BLVD MEDIAN	377.21
206133	07/03/2024	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	4,415.00
206134	07/03/2024	Printed		0615	CLEANSTREET, LLC	CITY-WIDE STREET SWEEPING	30,593.69
206135	07/03/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE - MAY 2024	7,341.87
206136	07/03/2024	Printed		0920	ENVIRONMENTAL CHARTER H.S.	FACILITY DEPOSIT REFUND	500.00
206137	07/03/2024	Printed		8275	URIEL GOMEZ	PRSSC MEETING STIPEND	50.00
206138	07/03/2024	Printed		6051	INFANTE BROS LAWNMOWER SHOP	RACKS FOR VEH#501	381.47
206139	07/03/2024	Printed		8322	LM DESIGN & ASSOCIATES	PLAN CHECK FEE REFUND	296.16
206140	07/03/2024	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
206141	07/03/2024	Printed		8323	LIEN LY	PLANNING DEPOSIT REFUND	778.29
206142	07/03/2024	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
206143	07/03/2024	Printed		1140	PACIFIC TIRE OF LAWDALE	TIRE REPAIR VEH#508	20.00
206144	07/03/2024	Printed		8327	PHILLIP PHUNG	CONS & DEMO DEPOSIT REFUND	5,600.00
206145	07/03/2024	Printed		8324	EVELYN PORTUGAL	PLANNING DEPOSIT REFUND	605.26
206146	07/03/2024	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	100.00
206147	07/03/2024	Printed		6123	PRUDENTIAL OVERALL SUPPLY	WEEKLY COVERALL CHARGES	409.06
206148	07/03/2024	Printed		4457	Q PRESS	2024 SUMMER ONLINE BROCHURE	630.00
206149	07/03/2024	Printed		8321	ROGERS ASSOCIATED STUDENT BODY	SHOW WAGON DEPOSIT REFUND	500.00
206150	07/03/2024	Printed		8325	JOSE SARAVIA	PLANNING DEPOSIT REFUND	329.50
206151	07/03/2024	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	50.00
206152	07/03/2024	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
206153	07/03/2024	Printed		6112	DANIEL URRUTIA	PLANNING COMMISSION STIPEND	100.00
206154	07/03/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	662.47
206155	07/03/2024	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
				Total Checks: 28			Checks Total (excluding void checks): 58,825.93
				Total Payments: 28			Bank Total (excluding void checks): 58,825.93
				Total Payments: 28			Grand Total (excluding void checks): 58,825.93

Check Register Report

Date: 07/03/2024
Time: 1:21 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206156	07/03/2024	Printed		0158	CALIFORNIA JPIA	2024/25 ALL RISK PROPERTY INS.	113,549.00
206157	07/03/2024	Printed		0169	CENTINELA YOUTH SERVICES	2024/25 PROPORTIONAL FUNDING	6,500.00
206158	07/03/2024	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,851.76
206159	07/03/2024	Printed		7818	CHILL ENTERTAINMENT	POP-UP SLATING RINK -	2,949.50
206160	07/03/2024	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	231.76
206161	07/03/2024	Printed		0321	LEAGUE OF CALIFORNIA CITIES	2024/25 LA COUNTY DIV. DUES	1,186.50
206162	07/03/2024	Printed		0325	LIEBERT CASSIDY WHITMORE	MEMERSHIP 24/25 - SOUTH BAY	4,320.00
206163	07/03/2024	Printed		7392	ONLINE SOLUTIONS LLC	ANNUAL BILLING - CITIZENSERVE	28,800.00
206164	07/03/2024	Printed		0442	SO CALIF ASSOC OF GOVERNMENTS	2024/25 MEMBERSHIP DUES	4,552.00
206165	07/03/2024	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - ROUTE 66	6,250.00
				Total Checks: 10			Checks Total (excluding void checks): 170,190.52
				Total Payments: 10			Bank Total (excluding void checks): 170,190.52
				Total Payments: 10			Grand Total (excluding void checks): 170,190.52



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: Minutes of the Lawndale City Council Regular Meeting, June 17, 2024

RECOMMENDATION

Recommendation: that the City Council approve the minutes.

Attachments

[04. Minutes 6-17-24.pdf](#)

DRAFT MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
June 17, 2024

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:30 p.m. in the Harold E. Hofmann Community Center, 2nd Floor Meeting Room, 14700 Burin Avenue, Lawndale, California.

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

Councilmembers Absent: Councilmember Pat Kearney

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

B. CEREMONIALS

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

C. PUBLIC SAFETY REPORT

a. Los Angeles County Sheriff's Department Update

Captain Palomino summarized the recent law enforcement activities and announced the next Neighborhood Watch meeting to be held on June 18, 2024, at 7 pm at the Harold E. Hoffman Community Center, and a Coffee With A Cop event to be held on June 26, 2024, at 6 pm at the C&S Garden.

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

Deena Sopko, Resident, commented on a leaning tree on Inglewood Avenue.

Jeff Dutton, Business Owner, commented on an incident that occurred at his business.

Mark Nelson, Retired Edison Development and Planning Executive, provided a public comment via e-mail regarding the Metro C Line (Green) Project.

E. COMMENTS FROM COUNCIL

Mayor Pullen-Miles requested that staff follow up on the tree on Inglewood Avenue and speak with the business owner regarding the incident that occurred at his business.

F. CONSENT CALENDAR

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

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Hofmann Gorman to approve the Consent Calendar. The motion passed by a vote of 3-0-1-1 with Councilmember Kearney absent and Councilmember Cuevas abstaining.

G. PUBLIC HEARING

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

Community Development Manager Chavez presented the staff report.

City Attorney Murphy provided clarification on the ordinance.

Mayor Pro Tem Suarez asked when the ordinance would become effective.

Community Development Manager Chavez responded that this law became effective January 1, 2024, and that this ordinance is to update the municipal code to be consist with State law.

City Manager Moore commented that many developers are not interested in the density bonus due to the requirements.

Mayor Pullen-Miles opened the public hearing at 6:45 p.m.

There was no one from the public wishing to speak.

Mayor Pullen-Miles closed the public hearing at 6:45 p.m.

In response to City Councilmembers' questions, City Manager Moore stated that the restrictions are in effect for the lifetime of the project.

Councilmember Hofmann Gorman asked if the restrictions remain in place if the project is sold.

City Attorney Murphy responded that the restrictions are recorded in the change of title.

Community Development Manager Chavez commented that the City reviews agreements between low-income units and the renters on a regular basis.

Mayor Pullen-Miles asked for clarification on the new calculations.

Community Development Manager Chavez explained the differences in scale percentages.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Suarez to Conduct a public hearing; determine that Ordinance No. 1207-24 is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines; and introduce for first reading by title only Ordinance No. 1207-24, an Ordinance amending the Lawndale Municipal Code regarding Density Bonus to reflect recent changes in state law, and waive further reading. The motion passed by a vote of 4-0-1 with Councilmember Kearney absent.

City Attorney Murphy read the ordinance by title only and waived further reading.

H. ADMINISTRATION

8. Approval of the Municipal Law Enforcement Services Agreement with the County of Los Angeles for Public Services

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

Municipal Services Director Reyes presented the staff report.

Mayor Pro Tem Suarez asked how the City Manager can get involved with the Liability Trust Fund Subcommittee.

City Attorney Murphy provided the history of the membership of the Liability Trust Fund Subcommittee and commented that he would follow up on the City Manager's working groups.

A motion was made by Councilmember Cuevas and seconded by Councilmember Hofmann Gorman to approve the Municipal Law Enforcement Services Agreement with the County of Los Angeles for the five (5) year period of June 30, 2024, to July 1, 2029. The motion passed by a vote of 4-0-1 with Councilmember Kearney absent.

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

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

Community Development Manager Chavez presented the staff report.

Councilmember Cuevas asked if the amount quoted is for one (1) year and if it will increase for future years.

Community Development Manager Chavez responded that the quoted amount is for each year of the agreement and noted that it is paid for with Community Development Block Grant (CDBG) funds.

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Cuevas to approve the professional services agreement with MBI for CDBG Administration and Labor Compliance Services. The motion passed by a vote of 4-0-1 with Councilmember Kearney absent.

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

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

Community Development Manager Chavez presented the staff report.

Councilmember Cuevas asked about service cost increases and the timeframe for project completion.

Community Development Manager Chavez confirmed that she spoke with the consultant, and it was agreed that the total cost will not increase. She confirmed that the completion date is no later than June 30, 2025.

A motion was made by Councilmember Cuevas and Councilmember Hofmann Gorman to extend the professional service agreement with De Novo for the General Plan and HBSP update. The motion passed by a vote of 4-0-1 with Councilmember Kearney absent.

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

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

Community Development Manager Chavez presented the staff report.

Mayor Pro Tem Suarez asked if the City could contract with different entities to compare processing times, and if the City can expand the services it receives from 4 Leaf, Inc.

City Manager Moore responded that the City contracts with 4 Leaf Inc to provide customer assistance at the counter and process permits, and noted that 4 Leaf, Inc.'s additional services are costly. He stated that contracting with Los Angeles County for plan checking is cost effective.

Councilmember Cuevas asked whether the cost is an annual fee or whether there will be a cost increase.

Community Development Manager Chavez stated that it is a fixed fee for the duration of the agreement.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Suarez to approve the Contract Service Agreement with 4 Leaf Inc. to provide permit technician services from July 1, 2024, to June 30, 2027; and approve the budget reallocation from account 279-410-530.600 (Building & Safety Services) to account 279-410-530.100 (Contract Services) in the amount of \$132,000. The motion passed by a vote of 4-0-1 with Councilmember Kearney absent.

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

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

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

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Hofmann Gorman to accept the project completion by Superior Pavement Markings, Inc., for the FY 2023/24 Annual Striping Project; authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2023/24 Annual Striping Project; and authorize staff to release 5% retention in the amount of \$1,919.80 for the FY 2023/24 Annual Striping Project. The motion passed by a vote of 4-0-1 with Councilmember Kearney absent.

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

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

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

A motion was made by Councilmember Cuevas and seconded by Councilmember Hofmann Gorman to adopt the attached Resolution No. CC-2406-083 approving the project list of streets as attached herein Exhibit A – Project Description/Location. The motion passed by a vote of 4-0-1 with Councilmember Kearney absent.

I. CITY MANAGER REPORT

City Manager Moore deferred his time to Municipal Services Director Reyes to discuss the 2024 illegal fireworks suppression plan.

Municipal Services Director Reyes provided an update on the 2024 illegal fireworks suppression efforts and commented that each year the Los Angeles County Sheriff's Department (LASD) Deputies receive a list of previous year's offenders.

Councilmember Hofmann Gorman asked to be updated on the number of LASD Deputies that will be working on the July 4th holiday, commented that the fireworks sign is hard to read, and asked about monitoring social media for illegal fireworks sales.

J. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Cuevas attended the Health, Safety, and Pet Fair, thanked all departments for their efforts on the event and attended the Lawndale Little League closing ceremony.

Councilmember Hofmann Gorman attended the Health, Safety, and Pet Fair, Ronda's Medical Wigs, LLC Ribbon Cutting Ceremony, Little Company of Mary Torrance tour and presentation, California Contract Cities Association Legislative Committee meeting and announced the upcoming Neighborhood Watch meeting to be held on June 18, 2024, Coffee with a Cop event to be held on June 26, 2024, and Experimentally Structured Museum of Art (ESMoA) Chalk event to be held on June 22, 2024.

Mayor Pro Tem Suarez attended the Health, Safety, and Pet Fair, and Ronda's Medical Wigs, LLC Ribbon Cutting Ceremony.

Mayor Pullen-Miles met with the Chief Executive Officer of Sprouts and attended Ronda's Medical Wigs, LLC Ribbon Cutting Ceremony.

15. Conference with Legal Counsel – Anticipated Litigation

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

City Attorney Murphy read the aforementioned Closed Session matter by title only.

The City Council convened into closed session at 7:40 p.m.

The City Council reconvened from closed session at 7:54 p.m.

City Attorney Murphy announced that there was no reportable action.

K. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 7:54 p.m. in memory of Peter Pak, a resident of 27 years.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk
Approved: July 15, 2024



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jose Hernandez, Associate Planner

SUBJECT: 7D. Second Reading Ordinance No. 1207-24 to amend the Lawndale Municipal Code regarding density bonus standards for affordable residential units to reflect recent changes in State Law

BACKGROUND

On June 17, 2024, the City Council introduced and approved the first reading of Ordinance No. 1207-24 to amend the Lawndale Municipal Code (LMC) pertaining to density bonus standards for affordable units to reflect recent changes in State Law.

ANALYSIS

The City Council introduced and approved the first reading of Ordinance No. 1207-24, amending Title 17 of the Lawndale Municipal Code (L.M.C.) regarding density bonus standards. The proposed amendments to the City's regulations are intended to bring the L.M.C. in compliance with the recent changes in the State law. It is recommended that the City Council adopt Ordinance No 1207-24 approving the updates.

LEGAL REVIEW

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

FUNDING

Not applicable

RECOMMENDATION

It is recommended that the City Council read by title only, waive further reading, and adopt Ordinance No. 1207-24 to amend ADUs to comply with recent changes in State law.

Attachments

[Desnity -Ord.pdf](#)

ATTACHMENT

ORDINANCE NO. 1207-24

ORDINANCE NO. 1207-24

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

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

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

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

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

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

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

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

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on July 15, 2024, in the Harold E. Hoffman Community Center (2nd Floor Meeting Room) located at 14700 Burin Avenue, Lawndale, California, for the 2nd reading of Ordinance No 1207-24.

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

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

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

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

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

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

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

B. A city, county, or city and county shall grant an additional density bonus for a housing development that meets the requirements under Section 17.50.030 (B) of the Lawndale Municipal Code, calculated as follows:

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

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

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

SECTION 4. The City Council hereby finds and determines that the proposed amendments are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The amendments to the Lawndale Municipal Code would only update the City's density bonus standards for affordable residential units in order to reflect recent changes in state law.

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

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

PASSED, APPROVED, AND ADOPTED this 15th day of July 2024.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly approved and adopted the foregoing Ordinance No. 1207-24 at its regular meeting held on the 15th day of July 2024, by the following roll call vote:

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

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory Murphy, City Attorney



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

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

SUBJECT: Consideration of Claim for Damage against the City

BACKGROUND

The City of Lawndale received a claim for property damage filed by Carlos Carbajal (Claimant) on or about March 6, 2024. The claim filed alleged that on or about February 7, 2024, the claimant's front yard fence was damaged by a fallen tree on 162nd Street, between Osage Avenue and Prairie Avenue, in Lawndale, CA.

On or about June 6, 2024, the City received a claim for property damage filed by Ivannia Guzman (Claimant). The claim alleged that on or about June 5, 2024, the claimant's residential window was damaged by a concrete fragment generated by a street construction project on Firmona Avenue and 149th Street, in Lawndale, CA.

STAFF REVIEW

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

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends City Council reject the claims filed by Carlos Carbajal and Ivannia Guzman and instruct staff to process the appropriate correspondence to the claimants.

Attachments

[2. Ivannia Guzman.pdf](#)

[1. Carlos Carbajal.pdf](#)

ATTACHMENT 2



CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

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

Reserve for Filing Stamp

24 JUN 03 3:41 PM

Claim No.: _____

Instructions:

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

CITY OF LAWNDALE			
Claimant's Name	Ivannia Guzman	Claimant's Occupation	None
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address		Claimant's Business Phone #	

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

When did DAMAGE or INJURY occur? Date: 6/5/24 Time: 10:45 AM
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE _____

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks: On the corner of the street where my house is, a hole has been created through my front bedroom window during the construction of the street.

Describe in detail how the DAMAGE or INJURY occurred.

while the construction crew used their drill excavator, it launched a fragment of concrete from the street, through the bedroom window, causing it to shatter.

Why do you claim the city is responsible?

It was the city's construction crew who had caused the concrete to hit the window.

Describe in detail each INJURY or DAMAGE

A hand sized hole in our large original built into the wall window.

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

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

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

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

If injured, state date, time, _____

name and address of doctor of your first visit _____

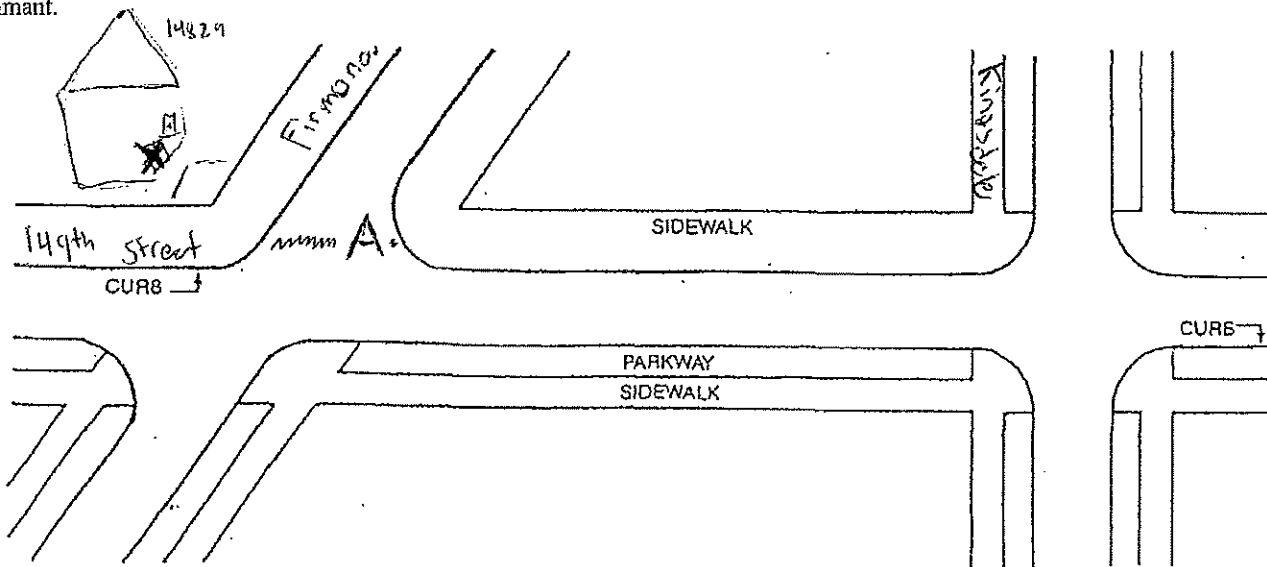
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name <u>Andres R Sanchez</u>	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

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

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



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

Typed/Printed Name

Date

Ivannia Guzman

6/6/24

TO: City of Lawndale

ATTENTION: Raylette Fenton, Shaundra Burman

RECOMMENDATION TO REJECT

RE: Claimant : Ivannia Guzman
 Member : City of Lawndale
 Date Rec'd by Mbr : 06-06-2024
 Date of Event : 06-05-2024
 CW File Number : CJP-3051737

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

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

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

Very Truly Yours,

Janice Baluyut

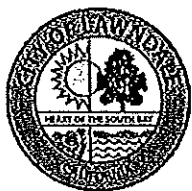
Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | A Venbrook Company

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com

ATTACHMENT 1



CITY OF LAWDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

24 MAR 6 4:24 PM

Claim No.: _____

Instructions:

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

CITY OF LAWDALE			
Claimant's Name	Carlos Carbajal	Claimant's Occupation	Retired
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address		Claimant's Business Phone #	

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

When did DAMAGE or INJURY occur? Date: 02/07/2024 Time: Afternoon 4:00PM
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE

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

The damage occurred on the front lawn of my house. The front yard fence was crushed by the falling tree that city of lawndale workers were demolishing.

Describe in detail how the DAMAGE or INJURY occurred.

City workers were demolishing a tree and when the tree fell it landed on my homes fence and crushed it.

Why do you claim the city is responsible?

It was work being done by city workers.

Describe in detail each INJURY or DAMAGE

Damage to front yard lawn being crushed.

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

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

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

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

If injured, state date, time, _____

name and address of doctor of your first visit _____

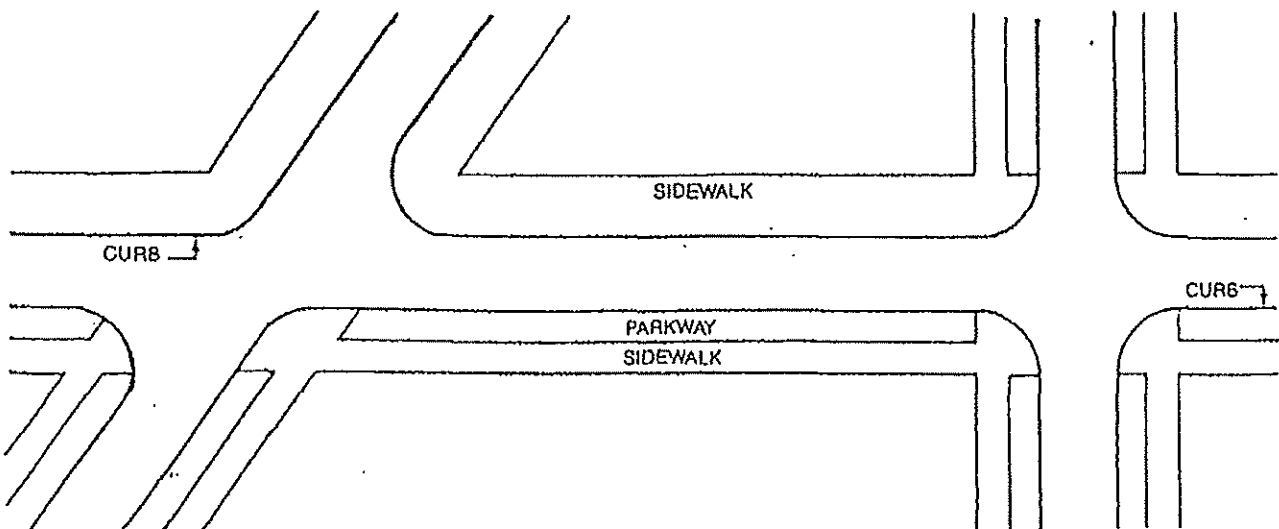
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

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

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



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

Typed/Printed Name

Date

7 _____ CARLOS CARIBAJXL 3/6/24

June 20, 2024

TO: City of Lawndale
ATTENTION: Risk Management

RE: Claim	:	Carlos Carbajal vs. City of Lawndale
Claimant	:	Carlos Carbajal
Date of Event	:	February 7, 2024
Claim Number	:	CJP 3050991 LMG

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

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

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

Very Truly Yours,

Emily Gutierrez

Emily Gutierrez
Claims Supervisor
Carl Warren & Company, LLC | A Venbrook Company



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jason Minter, Community Services Director

SUBJECT: 7F. FY 2024-25 and FY 2025-26 Recreation Class Instructor Agreements

BACKGROUND

The Community Services Department facilitates recreation-based classes for both Lawndale and non-Lawndale residents. In FY 2023-24, the City completed its second full year of programming since FY 2018-19 by hosting recreation classes in the Harold E. Hoffman Community Center. Over the last year the Department has offered roughly 125 contract classes through six (6) different instructors, providing services to more than 1,500 participants.

On July 17, 2023, City Council approved 1-year agreements with 4 different contractors totaling \$84,000 in anticipated expenses, with two contract amendments approved for an additional \$20,000, for total amount of \$104,000. As contract instructors are only paid for the participants that enroll in classes, the actual expenditures related to these contracts was approximately \$96,000. In addition to the four contracts approved by City Council, there were three (3) contracts issued by staff that did not meet criteria for City Council approval. The proposed allocation for those three (3) agreements was \$29,250.

Over the course of FY2023-24 there were two notable changes. They are as follows:

1. An amendment was requested and approved on March 18, 2024, for Chapala Dance Academy for additional funds in the amount of \$15,000, for a new not-to-exceed total of \$45,000.
2. An amendment was requested and approved on May 6, 2024, for Duncan's Soo Bahk Do for additional funds in the amount of \$5,000, for a new not-to-exceed total of \$22,000.

STAFF REVIEW

The Community Services Department is looking to continue the recreation-based classes in FY2024-25, with enhancements to class areas that have been successful during FY2023-24. In addition, staff are working with instructors to add classes on Friday afternoons/evenings, as well as Saturday mornings/afternoons, as the Department works to open the Community Center during those times for programs and potential community rental opportunities.

Currently there are six instructors scheduled to provide classes in FY 2024-25, four of which are projected to eclipse the City Manager's approval threshold of \$15,000.00 in class revenue payments. Each of the attached agreements are for amounts that are consistent with revenues paid to each instructor

in FY 2023-24, however due to increases in class fees, anticipated growth, and expanded classes, there have been increase to the agreements as compared to last year.

Agreements That Require City Council Approval:

The following business entities are again expected to eclipse the \$15,000.00 for the upcoming Fiscal Year:

Business Entity	Programs/Classes	Instructor	Amount
Chapala Dance Academy, LLC	Cultural Dance Classes	Martha Zambrano	\$48,000.000
Duncan's Soo Bahk Do, LLC	Martial Arts Classes	Joshua Duncan	\$24,000.00
Elysian Arts and Events, LLC	Performance Dance Classes	Kimberly Downey	\$18,000.00
Just Dance Company, LLC	Gymnastics Classes	Javonda Jones	\$20,000.00
Totals	N/A	N/A	\$110,000.00

As mentioned in previous staff reports, there are Agreements being put into place that do not require City Council approval, as they are not expected to exceed the City Manager's approval limit of \$15,000. Should these classes grow or exceed expectations, they would come before the City Council for approval for any expenditures over \$15,000. These two agreements are:

Business Entity	Programs/Classes	Instructor	Amount
Amalea Joy Fisher, LLC	Senior Fitness Classes, Yoga	Amalea Fisher	\$12,580.00
OPUS Ventures, LLC	Senior Fitness Classes, Zumba	Svetlana Averbukh	\$8,670.00
Totals	N/A	N/A	\$21,250.00

Contract Class Revenues:

On the revenue side, the business entities pay the City \$25.00 per hour for facility use, regardless of room, as a deduction from their invoice. In FY 2023-24, instructor facility use revenue was a total of \$22,177.00 for approximately 700 programming hours.

In addition to the changes to the not-to exceed amounts as described above, staff are recommending a term of 2 years for each agreement instead of one as previously approved. Each agreement would have the approved amount set as the one-year not-to-exceed amount, with any expected overages returning to City Council for review and approval. Staff believe this would help build continuity with instructors while decreasing some of the administrative expenses required of both the instructors and city staff.

LEGAL REVIEW

The City Attorney's office has reviewed each of the Agreements for Instructor to Use City Facilities and has approved them to form.

FISCAL IMPACT

Instructors are paid 100% of class revenues from the Community Services Department Recreation Fund Contract Services line item 277-510-530.100. For FY 2024-25, \$132,000.00 has been budgeted for Recreation-based contract class instructors under contract with the City. The agreements attached total a projected cost of \$110,000.00. Revenue from the Instructor's facility use is estimated to be approximately \$25,000 for the upcoming fiscal year.

RECOMMENDATION

Staff recommends that the City Council approve the attached agreements which have all been signed by each business entity for: 1) Chapala Dance Academy, LLC; 2) Duncan's Soo Bahk Do, LLC; 3) Elysian Arts and Events, LLC; and 4) Just Dance Company, LLC totaling \$110,000.00 and authorize the City Manager to sign the agreements.

Attachments

[A- Agreement.pdf](#)

[B- Agreement.pdf](#)

[C- Agreement.pdf](#)

[D- Agreement.pdf](#)

ATTACHMENT A

CITY OF LAWNSDALE
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 Lawnsdale, 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, Lawnsdale, CA 90260. Instructor may use the City facility for the purpose of teaching City approved classes and related activities provided the seasonal schedule is approved by the City.

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

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

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

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

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

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

1.3. Term; Arrival and Set-Up.

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

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

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

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

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

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

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

2. PAYMENT FOR SERVICES.

2.1. Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed \$48,000.00 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of \$25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding \$48,000.00 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

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

3. GENERAL PROVISIONS.

3.1. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following are acceptable types of insurance/financial responsibility:

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

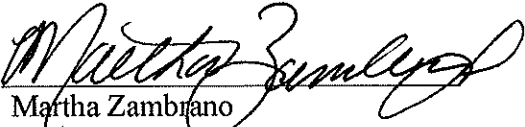
CITY:

City of Lawndale
14717 Burin Avenue
Lawndale, CA. 90260

INSTRUCTOR:

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

By: _____
Sean M. Moore, City Manager

By: 
Martha Zambrano
Manager, Sole Member

Date: _____

Date: 7/10/2024

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT B

**CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES**

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

RECITALS

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

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

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

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

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

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

On or before October 3, 2024, 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, 2024, Instructor shall complete a Live Scan criminal background check as required in Section 1.6 prior to classes under this Agreement beginning.

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

1.3. Term; Arrival and Set-Up.

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

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

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

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

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

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

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

2. PAYMENT FOR SERVICES.

2.1. Basic Fee Amount. The City will remit to the Instructor 100% of net class revenues collected by the City from registered participants for the classes taught as described in this Agreement; however, not to exceed \$24,000.00 per fiscal year. Net class revenues shall be defined as gross revenues, minus a facility use fee of \$25.00 per hour for actual time teaching classes for the use of designated class space for recreation classes and other events co-promoted by the City's Department of Community Services. Revenues due to Instructor exceeding \$24,000.00 per year during the term of this Agreement will require an amendment to this Agreement to be approved by the City Council in an open meeting prior to additional payments being made to Instructor.

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

3. GENERAL PROVISIONS.

3.1. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following are acceptable types of insurance/financial responsibility:

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

CITY:

City of Lawndale
14717 Burin Avenue
Lawndale, CA. 90260

INSTRUCTOR:

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

By: _____
Sean M. Moore, City Manager

By: _____
Joshua Duncan
Operating Manager

Date: _____

Date: 7/10/24

ATTEST:

Erica Harbison, City Clerk

Date: _____

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT C

**CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES**

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

RECITALS

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

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

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

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

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

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

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

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

1.3. Term; Arrival and Set-Up.

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

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

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

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

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

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

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

2. PAYMENT FOR SERVICES.

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

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

3. GENERAL PROVISIONS.

3.1. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following are acceptable types of insurance/financial responsibility:

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

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

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

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

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

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

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

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

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

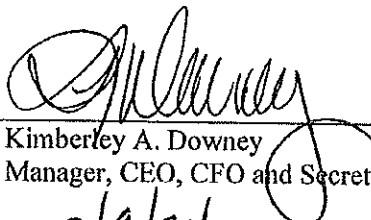
3.12. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,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

[SIGNATURES ON NEXT PAGE]

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

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

By: _____
Sean M. Moore, City Manager

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

Date: _____

Date: 7/9/24

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

ATTACHMENT D

**CITY OF LAWNDALE
AGREEMENT FOR INSTRUCTOR TO USE CITY FACILITIES**

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

RECITALS

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

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

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

Therefore, City and the Instructor mutually agree as follows:

1. THE INSTRUCTOR'S USE OF CITY FACILITY.

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

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

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

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

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

1.3. Term; Arrival and Set-Up.

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

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

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

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

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

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

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

2. PAYMENT FOR SERVICES.

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

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

3. GENERAL PROVISIONS.

3.1. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following are acceptable types of insurance/financial responsibility:

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

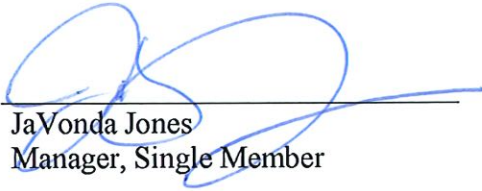
CITY:

City of Lawndale
14717 Burin Avenue
Lawndale, CA. 90260

INSTRUCTOR:

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

By: _____
Sean M. Moore, City Manager

By:  _____
JaVonda Jones
Manager, Single Member

Date: _____

Date: 7/9/2024

ATTEST:

Erica Harbison, City Clerk

Date: _____

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jason Minter, Community Services Director

SUBJECT: Elderly Nutrition Program Agreement

BACKGROUND

The City of Lawndale has contracted with the City of Gardena for its Elderly Nutrition Program (ENP) for several decades. Although the program is funded by Los Angeles County, the City of Gardena has been the lead agency and provides general oversight of the program in areas such as: meal delivery, caterer selection, basic operational support, donation collection and other program compliance issues.

STAFF REVIEW

For over a decade, the City of Lawndale has entered into three-year agreements with the City of Gardena, consistent with Gardena's agreements with Los Angeles County. However, in FY 2023-24, Los Angeles County reduced its contract term with the City of Gardena to one year. Because both Lawndale and Gardena did not believe it made sense to enter into an agreement beyond the one-year term agreement between Gardena and Los Angeles County, staff is presenting a one-year agreement for the ENP.

The ENP operates on a Monday through Friday basis with the exception of City-observed holidays. Every day lunch is served at approximately 12:00 pm, at which time each participant is served a hot meal including the four basic food categories and a dessert. In FY 2022-23, there was positive growth as the program returned to the in-person format after the pandemic meal delivery program. This past year the program continued to grow, increasing from 8,918 participants served in FY 2022-23 to 12,349 participants served in FY 2023-24. Staff are currently evaluating other programming opportunities to attract additional seniors to the Community Center that may choose to participate in the ENP.

The attached agreement is identical to agreements in the past and includes the following elements:

Consultant Responsibilities:

- Facilitate delivery of hot meals and beverages each day the program is operational to the Harold E. Hofmann Community Center at approximately 11:45 am;
- Provide the estimated number of meals ordered by the City of Lawndale each day based upon reservations made by participants;
- Publish the meals calendar so participants can plan ahead and reserve a meal for days they wish to participate;

Consultant Responsibilities (Continued):

- Determine jointly with City of Lawndale and Los Angeles County meals to be served to the ENP participants;
- Work in conjunction with Lawndale community services department staff to reinforce Los Angeles County policies and procedures such as hygiene, decorum and general social interaction policies; and
- Collect meal donations gathered by the City of Lawndale to defray program costs.

City of Lawndale Responsibilities:

- Provide a clean and organized programming space with adjacent kitchen and restrooms;
- Provide clean and safe equipment such as tables and chairs and other necessary equipment;
- Provide setup of the dining area to encourage social interaction and meeting new friends;
- Provide breakdown of the programming area and proper storage of equipment;
- Provide to Consultant an estimated number of meals required each day no less than one business day, or 24 hours in advance;
- Receive and inspect meals delivered by the Consultant's caterer each day;
- Take food temperatures, plate and serve all meals received from Consultant;
- Provide all plates, cups, utensils and other items required to serve meals;
- Forward all donations gathered on a daily basis to the Consultant; and
- Enforce all Los Angeles County ENP policies and procedures.

ENP Participation Levels for FY 2023-24:

Month	Number of Days	Number of Participants	Per Day Average
July	20	966	48
August	23	1,151	50
September	20	965	48
October	22	1,178	54
November	19	921	48
December	20	943	47
January	21	985	47
February	20	915	46
March	21	1,043	50
April	21	1,146	55
May	22	1,188	54
June	19	948	50
Totals	248	12,349	50

LEGAL REVIEW

The City Attorney's office has reviewed the attached Contract Services Agreement for Elderly Nutrition Program and has approved it to form.

FISCAL IMPACT

There will be no fiscal impact to the Fiscal Year 2024-25 General Fund Budget for the ENP. Staff working in the ENP are funded by Community Development Block Grant, Senior Activities funding and Community Development Block Grant funding. There are other monthly costs supplies such as plates, utensils, cups, napkins, bottled water, etc. totaling approximately \$450.00 per month, or \$5,400.00 per year paid for with FY 2023-24 Community Services Department, Senior Activities line item funding.

RECOMMENDATION

Staff recommends that the City Council approve the attached Contract Services Agreement for Elderly Nutrition Program Services agreement between the City of Lawndale and City of Gardena for a term beginning Monday, July 1, 2024 through June 30, 2025.

Attachments

[A - Elder Nutirtion Agreement.pdf](#)

ATTACHMENT A

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
ELDERLY NUTRITION PROGRAM SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July, 2024, by and between the City of Lawnsdale, a municipal corporation ("City"), and City of Gardena, a municipal corporation ("Consultant").

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the "Schedule of Compensation" attached as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Zero dollars (\$0.00) ("Contract Sum").

2.2 Method of Payment. This Agreement provides for an in kind exchange pursuant to which City shall provide the building space to receive the goods necessary to provide a senior nutrition program operated by Consultant at no cost as the City shall plate and serve the food and beverages to all program participants. Notwithstanding the foregoing, the City shall forward all collected donations received by participants in the senior nutrition program to Consultant on a daily basis.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

4.2 Indemnification.

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

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

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on July 1, 2024 and continue in full force and effect until June 30, 2025.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction.

6.0 MISCELLANEOUS

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

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

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

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

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

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity

or unenforceability will not affect any of the remaining portions of this Agreement which are hereby declared as severable and will be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

[SIGNATURES NEXT PAGE]

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

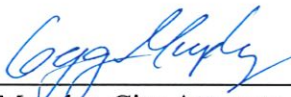
CITY:
City of Lawndale,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP



Greg Murphy, City Attorney

CONSULTANT:
City of Gardena, a municipal corporation

By: _____
Name: Tasha Cerda,
Title: Mayor

Address: 1700 W. 162nd Street
Gardena, CA 90247-3778

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carman Vasquez, City Attorney

[END OF SIGNATURES]

EXHIBIT “A”

SCOPE OF SERVICES

Consultant has an agreement with the County of Los Angeles pursuant to which Consultant receives food and beverages to be provided as part of a senior nutrition program to be administered within the County of Los Angeles. Under this Agreement, Consultant’s sole obligation shall be to provide City with sufficient food and beverages and to allow the City to operate the Consultant’s senior nutrition program, known as SCAMP (Senior Community Action Meals Program) at the Harold Hofmann Community Center located at 14700 Burin Avenue, Lawndale (“Property”), Monday through Friday from 10:00 a.m. to 2:00 p.m.

As Consultant operates an Area Agency on Aging (AAA) Program funded by the Los Angeles County Aging and Disabilities Department, City agrees to comply with Elderly Nutrition Program requirements regarding operating a meal site including the Foodservice Standard Operating Procedures (SOP), most current edition which shall be provided by Consultant. City also agrees to keep and make available for review by Consultant and AAA staff and representatives all required documentation and submit to Consultant as requested for program audits and reviews.

City shall provide Consultant with an estimate of program participants one (1) business day in advance of food delivery. Consultant shall deliver the food each day no later than 11:45 a.m. The meals shall comply with all regulations applicable to senior nutrition programs as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the California Department on Aging and the local Area Agency on Aging and all other applicable laws. Consultant, City and Los Angeles County shall jointly select the menu for the senior nutrition program.

City shall plate and serve all of the meals received from the Consultant to members of the senior community. City shall also provide all plates, cups, utensils and related items necessary to serve the meals, and set up, break down and clean up all tables and chairs necessary to facilitate the senior nutrition program. City shall comply with all Los Angeles County, Department of Health Services and Environmental Health, requirements.

Should the City desire to relocate the senior nutrition program to a location other than the Property, City shall give Consultant written notice of City’s election to do so.

EXHIBIT “B”

SPECIAL REQUIREMENTS

The In Kind Services Agreement is attached hereto and incorporated herein as Exhibit “D”.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

The City shall keep records of all collected donations received from participants in the senior nutrition program and forward to Consultant on a daily basis.

EXHIBIT "D"

IN-KIND SERVICES AGREEMENT
(Between the Agency and a Second Party)

Effective July 1, 2024 through June 30, 2025

City of Lawndale (In-Kind Agency) agrees to provide City of Gardena (Applicant Agency) with the following in-kind services:

PROGRAM CATEGORY	TYPE OF SERVICE PROVIDED	RATE PER MONTH	TOTAL ANNUAL (\$) VALUE
III C 1	Harold E. Hofmann Community Center Main Event Room and Kitchen Building Space	\$16,533.00	\$198,396.00

In-Kind Agency: City of Lawndale

Agency: City of Gardena

By: _____
Robert Pullen-Miles, Mayor

By: _____
Tasha Cerda, Mayor

ATTEST:

ATTEST:

Erica Harbison, City Clerk

Mina Semenza, City Clerk

Date: _____

Date: _____



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director

SUBJECT: Quarterly Investment Report

BACKGROUND

The attached Quarterly Investment Report for the quarter ended June 30, 2024, is provided to City Council per the City of Lawndale's Investment Policy and State of California's Government Code Section 53646.

STAFF REVIEW

As of June 30, 2024, the City had total cash and investments (cost basis) of \$61,874,971 plus \$2,419,041 cash with fiscal agent held in a trust for the Lawndale Redevelopment Agency's Tax Allocation Bond 2009 issue, \$1,150 in petty cash and, as of June 30, 2024, \$726,975 maintained in two retirement enhancement plans.

Interest rates have continued to remain stable through Q2 2024, which much debate about the possibility of the Federal Reserve cutting rates sometime this year. The estimate currently is that there will be one rate cut this year. The federal reserve has not changed rates since their meeting in July 2023. The State Local Agency Investment Fund (LAIF) had an interest rate of 3.26% on June 30, 2023, and has gone up to 4.36% as of June 30, 2024. Rates are expected to remain at these levels without much change unless the Federal Reserve changes them. Based on the last Fed meeting in June rates were not changed and they said that they will not make any cuts unless there is improvement seen in the inflation data. We continue to maintain a majority of cash in LAIF and the City's checking account. For the quarter ended June 30, 2024, the City has remained very liquid with 77.41% of our portfolio in on-demand accounts. The remainder of the portfolio includes 8.68% short-term (maturing in less than one year), 10.28% mid-term (one to three years maturity), and 3.63% long-term (maturing from three to five years) investments.

As interest rates continue to remain high, we look for opportunities to maximize returns on City funds. As the market continues to change we will keep a close watch and take advantage of any upcoming investments. Cash in bank will be monitored and is expected that more will be used to purchase either bonds or CD's to take advantage of interest to the extent possible. The goal is to maintain a healthy balance of cash while maximizing returns.

The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Lawndale Investment policy.



**CITY OF LAWNDALE
INVESTMENT REPORT**
Summary of Investments
For Quarter Ended June 30, 2024

	Adjusted Cost Basis	Category Total	Percent of Portfolio
<u>On Call Deposits</u>			
Checking Accounts	23,082,743		
LAIF State Pool	24,816,228	47,898,971	77.41%
<u>Short-Term Investments (1 Year or Less)</u>			
Time Deposits FDIC Insured	5,370,000		8.68%
US Government Agency Securities	-	5,370,000	
<u>Medium-Term Investments (1 to 3 Years)</u>			
Time Deposits FDIC Insured	4,358,000		
US Government Agency Securities	2,000,000	6,358,000	10.28%
<u>Long-Term Investments (3 to 5 Years)</u>			
Time Deposits FDIC Insured	248,000		
US Government Agency Securities	2,000,000	2,248,000.00	3.63%
Total Cash and Investments		61,874,971	100.00%

LEGAL REVIEW

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

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff recommends that the City Council receive and file the Quarterly Investment Report for the quarter ended June 30, 2024.

Attachments

[1- Quarterly.pdf](#)

ATTACHMENT 1

Quarterly Investment Report for the quarter ended June 30, 2024



**CITY OF LAWDALE
TREASURY REPORT
For Quarter Ended June 30, 2024**

Cash	23,082,743
Investments	38,792,228
Cash w/Fiscal Agent	2,419,041
Petty Cash	1,150
Public Agency Retirement Services (PARS)- Retirement Enhancement Plan	715,248
PARS/ City of Lawndale Excess Benefit Trust - US Bank	<u>11,727 726,975</u>
Total Cash and Investments	<u>65,022,137</u>

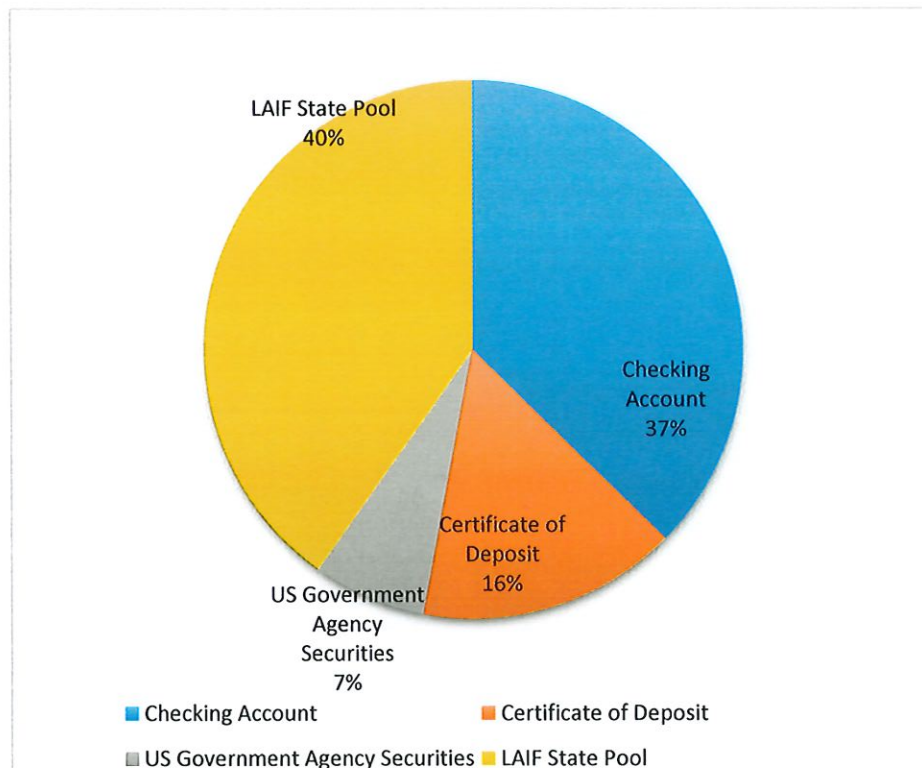


CITY OF LAWDALE INVESTMENT REPORT

Portfolio Statistics
For Quarter Ended June 30, 2024

Portfolio Composition

<u>Investment Type</u>	<u>Market Value</u>
Checking Account	23,082,743
Certificate of Deposit	9,635,418
US Government Agency Securities	4,250,965
LAIF State Pool	24,816,228
TOTAL	61,785,354



CITY OF LAWNDALE
DETAIL OF INVESTMENTS

For Quarter Ended June 30, 2024

	Par Value	Coupon Rate	Moody's/ S&P Rating	Purchase Date	Maturity/ Called Date	Days to Maturity	Yield to Maturity	Cost Basis	Category total	(memo only) Market Value
On Call Deposits										
Checking Account- Wells Fargo	21,188,886	N/A	N/A		Demand	1	None	21,188,886		21,188,886
Municipal Investment Account - US Bank	1,893,857	N/A	N/A		Demand	1	None	1,893,857		1,893,857
Local Agency Investment Fund- City of Lawndale	24,814,692	N/A	N/A		Demand	1	0.20%	24,814,692		24,814,692
Local Agency Investment Fund- Lawndale Housing Authority	1,536	N/A	N/A		Demand	1	0.20%	1,536		1,536
On Call Deposits	47,898,971							47,898,971		47,898,971

Short-Term Investments (1 Year or Less)

Time Deposits:										
Beal Bank USA	246,000	3.05%	FDIC	7/22	7/10/2024	284	3.05%	246,000		245,797
Morgan Stanley Private Bank	247,000	2.30%	FDIC	7/19	7/11/2024	285	2.30%	247,000		246,678
Merrick Bank	249,000	2.10%	FDIC	7/19	7/12/2024	286	2.10%	249,000		248,665
Commercial Bank Harrogate Tenn	249,000	2.00%	FDIC	7/19	7/15/2024	289	2.00%	249,000		248,585
Partners 1st Credit Union	248,000	5.50%	FDIC	7/23	7/17/2024	291	5.50%	248,000		247,969
Washington Federal	249,000	1.95%	FDIC	8/19	8/28/2024	333	1.95%	249,000		247,549
BluPeak Credit Union	240,000	5.70%	FDIC	8/23	8/29/2024	334	5.70%	240,000		240,025
First Bank Puerto Rico	249,000	1.90%	FDIC	9/19	9/6/2024	342	1.90%	249,000		247,341
Capital One NA	245,000	3.45%	FDIC	9/22	9/16/2024	352	3.45%	245,000		243,915
Chicago Patrolman Federal Credit Union	240,000	5.50%	FDIC	8/23	11/29/2024	426	5.50%	240,000		240,086
First Financial Bank USA	249,000	3.00%	FDIC	7/22	1/10/2025	468	3.00%	249,000		245,892
Baxter Credit Union	249,000	4.80%	FDIC	1/23	1/24/2025	482	4.80%	249,000		248,238
Flagstar Bk Natl	238,000	4.95%	FDIC	2/24	2/13/2025	502	4.95%	238,000		237,274
Technology Cr Un San	248,000	5.05%	FDIC	2/24	2/21/2025	510	5.05%	248,000		247,399
Trustone Finl Cr UN	248,000	5.00%	FDIC	2/24	2/27/2025	516	5.00%	248,000		247,322
Keybank NA OH	243,000	5.00%	FDIC	3/23	3/17/2025	534	5.00%	243,000		242,351
Libertyone CR UN Dallas	248,000	5.05%	FDIC	4/24	4/17/2025	565	5.05%	248,000		247,437
TBK Bank SSB CD	237,000	5.05%	FDIC	4/24	4/17/2025	565	5.05%	237,000		236,613
Bank of Lexington	237,000	5.05%	FDIC	4/24	4/17/2025	565	5.05%	237,000		236,465
Charles Schwab Bank	237,000	5.40%	FDIC	6/24	6/12/2025	621	5.40%	237,000		237,286
Merchantile Bank	237,000	5.35%	FDIC	6/24	6/13/2025	622	5.35%	237,000		237,181
Comerica Bk	237,000	5.35%	FDIC	6/24	6/26/2025	635	5.35%	237,000		237,225
	5,370,000							5,370,000		5,357,293

US Government Agency Securities:

	0							-		-
								-		-
Short-Term Investments (1 Year or Less)	5,370,000							5,370,000		5,357,293

Medium-Term Investments (1 to 3 Years)**Time Deposits:**

Discover Bank	246,000	3.25%	FDIC	7/22	7/14/2025	653	3.25%	246,000	241,062
Connexus Credit Union	248,000	5.20%	FDIC	7/23	7/14/2025	653	5.20%	248,000	237,915
Toyota Financial Savings CD	247,000	0.70%	FDIC	8/21	8/26/2025	696	0.70%	247,000	234,576
California Credit Union	240,000	5.40%	FDIC	8/23	8/28/2025	698	5.40%	240,000	240,519
BNY Mellon NA INSTL CTF DEP	243,000	4.95%	FDIC	4/24	10/15/2025	746	4.95%	243,000	242,280
First State Bank	179,000	5.00%	FDIC	4/24	10/20/2025	751	5.00%	179,000	178,674
Preferred Bk	248,000	5.10%	FDIC	6/24	12/5/2025	797	5.10%	248,000	247,995
Western Alliance Bank	243,000	5.20%	FDIC	6/24	12/19/2025	811	5.20%	243,000	243,374
Numerica Cr Un	249,000	4.75%	FDIC	2/24	3/2/2026	884	4.75%	249,000	247,911
Eaglebank	248,000	5.05%	FDIC	6/24	6/25/2026	999	5.05%	248,000	248,635
Synchrony Bank Draper UT CD	247,000	0.90%	FDIC	8/21	8/27/2026	1,062	0.90%	247,000	227,492
Chartway Federal Credit Union	240,000	5.30%	FDIC	8/23	8/28/2026	1,063	5.30%	240,000	241,955
Medallion Bank UT CD	247,000	0.85%	FDIC	8/21	8/31/2026	1,066	0.85%	247,000	226,393
UBS Bank USA CD	247,000	0.95%	FDIC	9/21	9/9/2026	1,075	0.95%	247,000	226,690
First Fndtn Bank	243,000	5.00%	FDIC	6/24	12/14/2026	1,171	5.00%	243,000	243,635
Valley Natl Bk	247,000	4.45%	FDIC	2/24	2/22/2027	1,241	4.45%	247,000	244,409
Spokane Teachers CR UN CD	248,000	4.75%	FDIC	4/24	4/15/2027	1,293	4.75%	248,000	247,270
Wexford Community Credit Union	248,000	4.75%	FDIC	6/24	6/28/2027	1,367	4.75%	248,000	247,340
	<u>4,358,000</u>							<u>4,358,000</u>	<u>4,278,125</u>

US Government Agency Securities:

Federal Home Loan Banks	1,000,000							1,000,000	999,976
Federal Home Loan Banks	1,000,000							1,000,000	1,001,453
	<u>2,000,000</u>							<u>2,000,000</u>	<u>2,001,429</u>
Medium-Term Investments (1 - 3 Years)	6,358,000							6,358,000	6,279,554

Long-Term Investments (3 to 5 Years)**Time Deposits:**

Empower Fed Cr Union	248,000	4.75%	FDIC	6/24	6/26/2028	1,457	4.75%	248,000	248,904
US Government Agency Securities:									
Federal Farm Cr Bks	1,000,000	5.42%	Aaa/AA+	4/24	4/16/2029	1,751	5.42%	1,000,000	998,127
Federal Natl Mtg Assn	1,000,000	5.625%	Aaa/AA+	4/24	4/16/2029	1,751	5.625%	1,000,000	1,002,505
	<u>2,000,000</u>							<u>2,000,000</u>	<u>2,000,632</u>

Long-Term Investments (3 to 5 Years)

	<u>2,248,000</u>							<u>2,248,000</u>	<u>2,249,536</u>
Total Cash and Investments	61,874,971							61,874,971	61,785,354



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jason Minter, Community Services Director

SUBJECT: Consideration of Changes to the Wall of Distinction Criteria

BACKGROUND

In March of 2016, City Council approved Resolution No. CC-1603-013 and Council Policy 101-16 (Attachment 1) creating the Wall of Distinction program honoring individuals that demonstrated Exemplary Service to the Community. The purpose of this policy was to posthumously honor up to four individuals each year who met the eligibility criteria as set forth in the policy.

To date, there have been seven (7) members of the community recognized with the Wall of Distinction honor, with four (4) honorees in 2016, two (2) honorees in 2017, and one (1) honoree in 2018. A list of the Honorees' names, the individuals' accomplishments (or a partial list), and the year the individuals were acknowledged has been included (Attachment 2).

The current City Council policy also identifies a Wall of Distinction Review Committee to be comprised of five volunteer members from the Historical Society (3) and the Senior Advisory Committee (2), with exceptions should either body not have a sufficient number of members available to review nominations. Unfortunately the Historical Society is currently without an active agreement and very few, if any, active members.

During the June 3, 2024, City Council meeting, a request was made under public comment that City Council consider amending the Wall of Distinction policy to include organizations for the Wall of Distinction. This request was made specifically to recognize the accomplishments of the Lawndale Women's Club.

STAFF REVIEW

In reviewing the Council Policy regarding the Wall of Distinction, there is no mention of whole groups or organizations being honored. Some of the language used specifically describes individuals and their personal efforts in the City of Lawndale. It also requires that any nominated individual resided in the City of Lawndale during the time of service with which they are being honored.

At this time staff are requesting direction from Council on whether or not the Wall of Distinction Policy be changed to include groups and/or organizations or if staff should explore opportunities to honor groups/organizations outside the current Wall of Dedication Policy. One possibility would be to amend the policy keeping the individual nominations criteria the same, while creating a second category that

can be added for groups/organizations. Staff could prepare a revised Policy keeping the criteria in place for individuals, while adding language specifically for groups. This would not change the integrity of the original policy, however it would provide an opportunity to acknowledge groups on the Wall of Dedication with a different type of plaque. Should the Council choose the route of adding groups to the policy, it would be important to note whether or not existing and currently operating groups were eligible for recognition, or if groups had to no longer be operating to be considered for the recognition.

Staff have identified that there is adequate space on the Wall of Distinction for additional plaques. The current plaque layout is shown in attachment 3, with a close up of the actual plaque that is currently in place on the 3rd floor of the Hofmann Community Center.

In addition to potential changes to the policy criteria, staff are requesting direction as to potential changes to the Wall of Distinction Review Committee criteria, given the current status of the Historical Society. Staff are currently in the process of reviewing the current Historical Society location and will be bringing forth recommendations in the next few months on how to keep the program active and available to the community.

ENVIRONMENTAL ASSESSMENT

None.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council provide direction to staff on whether or not to add groups and/or organizations to the Wall of Distinction policy, as well as potential changes to the guidelines identifying the members serving on the Wall of Distinction Review Committee.

Attachments

[A- Wall of Distinction.pdf](#)

[B- Wall of Distinction.pdf](#)

[C- Wall of Distinction.pdf](#)

ATTACHMENT A

COUNCIL POLICY

<u>SUBJECT:</u> Lawndale Wall of Distinction	<u>POLICY NO.:</u> 101-16	<u>DATE ADOPTED:</u> a) 03/21/16 b) 10/02/17
	<u>AUTHORITY:</u> a) Resolution No. CC-1603-014 b) Resolution No. CC-1710-049	

PURPOSE:

To posthumously honor up to four individuals who meet the criteria set forth in this policy each year and who had distinguished themselves by providing exemplary service to the City of Lawndale and its residents.

POLICY:

Wall of Distinction:

The Lawndale Wall of Distinction ("Wall") will be located at the Harold E. Hofmann Community Center, third floor corridor on the northernmost section of the eastern wall. Awardees will be identified on the Wall with a 2" x 3" name plate to be included on a perpetual plaque which includes the awardees' name, years of life, and area(s) of accomplishment in Lawndale. The City Council has established this program and policy to recognize the City's "unsung heroes" – individuals who have not or would not be acknowledged or recognized in any other manner for their service and contributions to the City.

Nominee Eligibility:

To be considered for the Wall, nominees must: (1) have been deceased for a minimum of five years prior to the submission of the nomination for this program; (2) have been a Lawndale resident during the time in which service was provided to the city and its residents; (3) have not held any elected office (i.e., federal, state, local or school district) by a vote of the residents or by appointment; and (4) have not been recognized or acknowledged for their service by the dedication of a public building, facility or park to them or by having their name included on a dedication plaque or sign of any kind on any governmental facility.

Nomination Process:

Nomination packages must be submitted to the city manager or designee each year no later than the last Thursday in May of each year.

A nomination package must include the following information:

- Proof that the person submitting the nomination is a Lawndale resident at the time he/she is submitting the nomination; and
- A summary of the nominee's accomplishments and service to the city and/or its residents with details including: length of service and category of service (public, business, educational, etc.).

A completed City of Lawndale Wall of Distinction Nomination Application form submitted by a resident(s) of Lawndale which requires the following information: 1) name and last known address of nominee; 2) known relatives, if any; 3) reasons for nomination described in 250 or fewer words; 4) name, address and signature of Lawndale resident submitting the nomination; and 5) any other related supplemental information that supports the nomination.

In June of each year, the Wall of Distinction Review Committee ("Committee") will meet as needed to review submitted applications per the provisions of this policy and to make a recommendation of potential inductees to be presented to the City Council.

Nominations will be accepted from any person who is a Lawndale resident at the time of their submission of a completed nomination package. All nominations will be evaluated by the Committee. Should the Committee recommend approval of a nominee in the Wall of Distinction program, the Committee's recommendation will be forwarded to the City Council. Then, at a regularly scheduled public meeting, the council will decide whether or not the nominee shall be included on the Wall.

Wall of Distinction Review Committee:

The Committee, which will be subject to the Brown Act, will be comprised of a total of five volunteer members from the Historical Society and the Senior Citizen Advisory Committee, who are selected by the members of their respective body. The number of representatives shall be as follows:

Body:

Historical Society:

Senior Advisory Committee:

Number of Members:

Three members

Two members

Should either body be unable to provide the number of members identified above to participate on the Committee, the balance of members necessary to form the Committee can be selected from the other body. At any meeting to consider nominations, the Committee must have a minimum of three members in attendance.

The city's community services director will be the staff liaison to the Committee.

Recognition/Induction Ceremony:

Recognition/induction of those nominees confirmed by the City Council will occur during a ceremony in which nominees for inclusion on the Wall of Distinction have been approved by the City Council. The recognition will be memorialized with a plaque to be displayed on the Wall of Distinction which will include the name of each inductee and that person's years of life and area(s) of service to the City and its residents.

ATTACHMENT B

City of Lawndale

Wall of Distinction Honorees

Andrew Cristian Meyer

Lawndale Real Estate Developer
Lawndale Civic Leader
Lawndale Democratic Club Member
World War II Veteran
1900-1992

2016

August Reiss

West Basin Municipal Water
District Director
Lawndale Chamber of Commerce
and Lawndale Civil Association
President

2016

Robert Cerny

Lawndale Incorporation Committee
Chairperson
Lawndale Businessman
Lawndale Chamber of Commerce
President
1917-1999

2016

Axel Niska

Lawndale Real Estate Developer
President Lawndale Optimist Club
Owner of "Own Your Own
Apartments" in Lawndale
1887-1970

2016

Ella E. Traver

Lawndale PTA President
Women's Club Member
Woman of the Year
Brownie and Girl Scout Leader
1914-2003

2017

Lertis R. Elliot

Lawndale Minister and Chaplain
US Air Force Colonel
Air Force Reserve Officer
1908-1978

2017

Charmaine Doty

Community Food Distributions
Christmas Basket Program
Beautification & Parade Committees
2001 Outstanding Older American
1935-2018

2018

ATTACHMENT C

Wall of Distinction: Location and Plaque



ATTACHMENT C

Wall of Distinction: Location and Plaque





CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: {{customField.preparedBy}}

SUBJECT: Approval of Youth Development Center Conceptual Design

BACKGROUND

In March of 2024, staff recommended approval of a Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center with BOA Architecture for a cost not to exceed \$157,000. This agreement included the following tasks:

- Pre-design, including a kickoff meeting, obtaining as-built drawings, project management, cost and work plan, site observations and assessments, and measurements and photos
- Community Outreach, including a project site meeting, community collective/vision meeting, final draft master plan meeting, and refine meeting, and a final master plan meeting
- Completion of property and environmental reports, including land and soils surveys, topographical land survey reports, geotechnical and percolation testing, and hazardous materials testing
- Deliverables, including CAD renderings, three continuously evolving technical conceptual designs, necessary number of city-required revisions, final conceptual designs, and cost estimates for presentation of a final conceptual design

STAFF REVIEW

At this time staff have received four conceptual designs for the project, including both renovation and addition options. All four designs include estimated costs based on the size and scope of the respective options, with estimates provided for the main components of each option. As staff have identified approximately \$9,110,000 to date, with additional funding coming from the Los Angeles County Recreation, Parks and Open Space (LACROSD) Measure A Annual Allocations, staff are presenting these four design options to the Council for review and direction.

ENVIRONMENTAL ASSESSMENT

None.

LEGAL REVIEW

None.

FISCAL IMPACT

Currently funding in the amount of \$9,110,000, is available for the Youth Development Center project, the skatepark, and the office space for the Municipal Services Department and the Cable TV Division. Staff are currently working with each of the respective funding agencies to determine which amenities are eligible for grant funding, including design, community outreach, plans, demolition, construction, inspection, etc. As three of the project options exceed the current budget, additional funding may be required depending on the direction provided by the City Council.

RECOMMENDATION

Staff recommends that the City Council review the four design options as presented along with their respective cost estimates, and provide staff direction as to which conceptual design, or combination of designs, they would like staff to pursue for the Youth Development Center project.

Attachments

[A- Approval of Youth Development Center Conceptual Design.pdf](#)

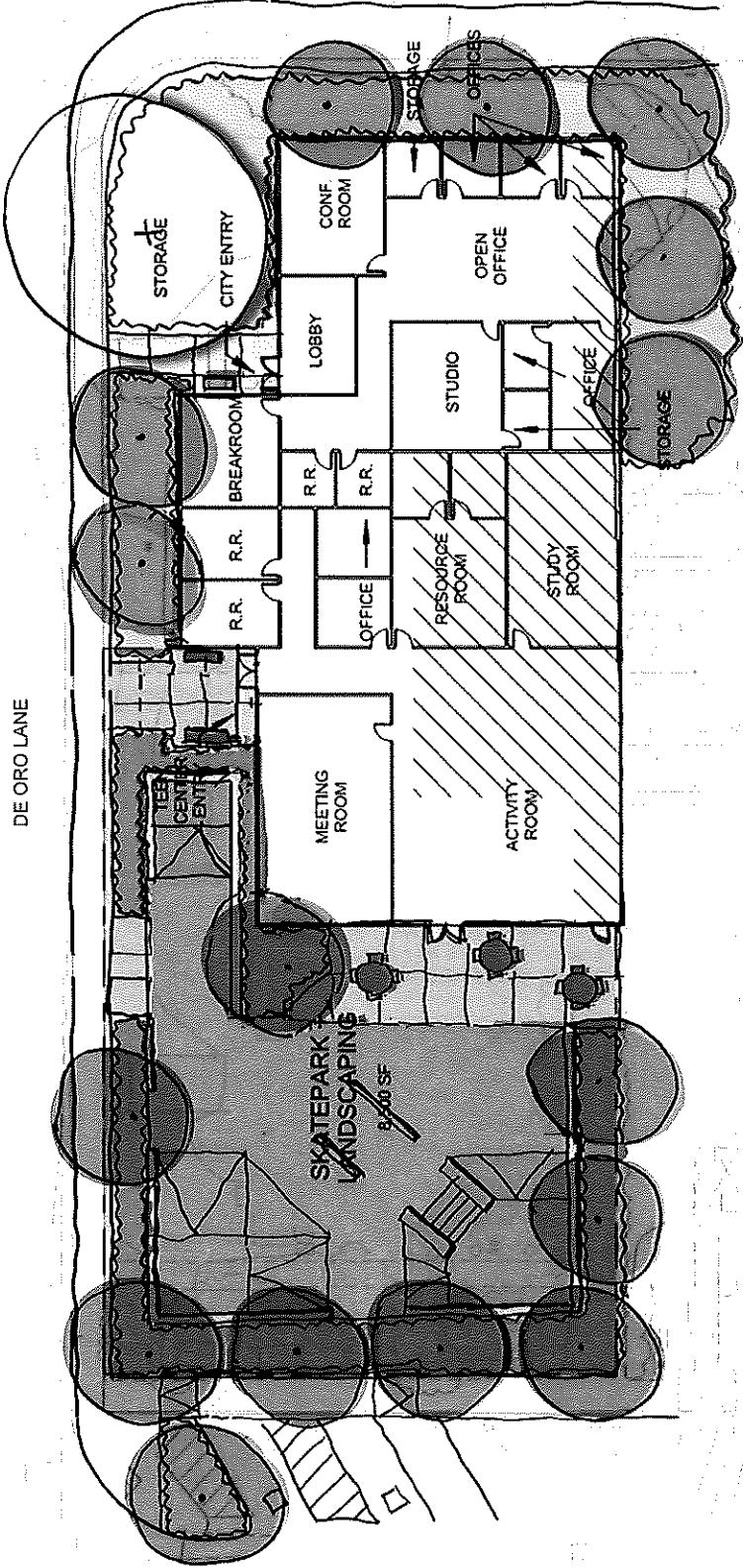
[B- Approval of Youth Development Center Conceptual Design.pdf](#)

[C- Approval of Youth Development Center Conceptual Design.pdf](#)

[D- Approval of Youth Development Center Conceptual Design.pdf](#)

[E- Approval of Youth Development Center Conceptual Design.pdf](#)

ATTACHMENT A



GREVILLE AVENUE

BURN AVENUE

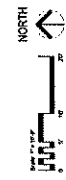
DE ORO LANE

SKATEPARK
LANDSCAPING
8,000 SF

SCHEMATIC DESIGN- OPTION A

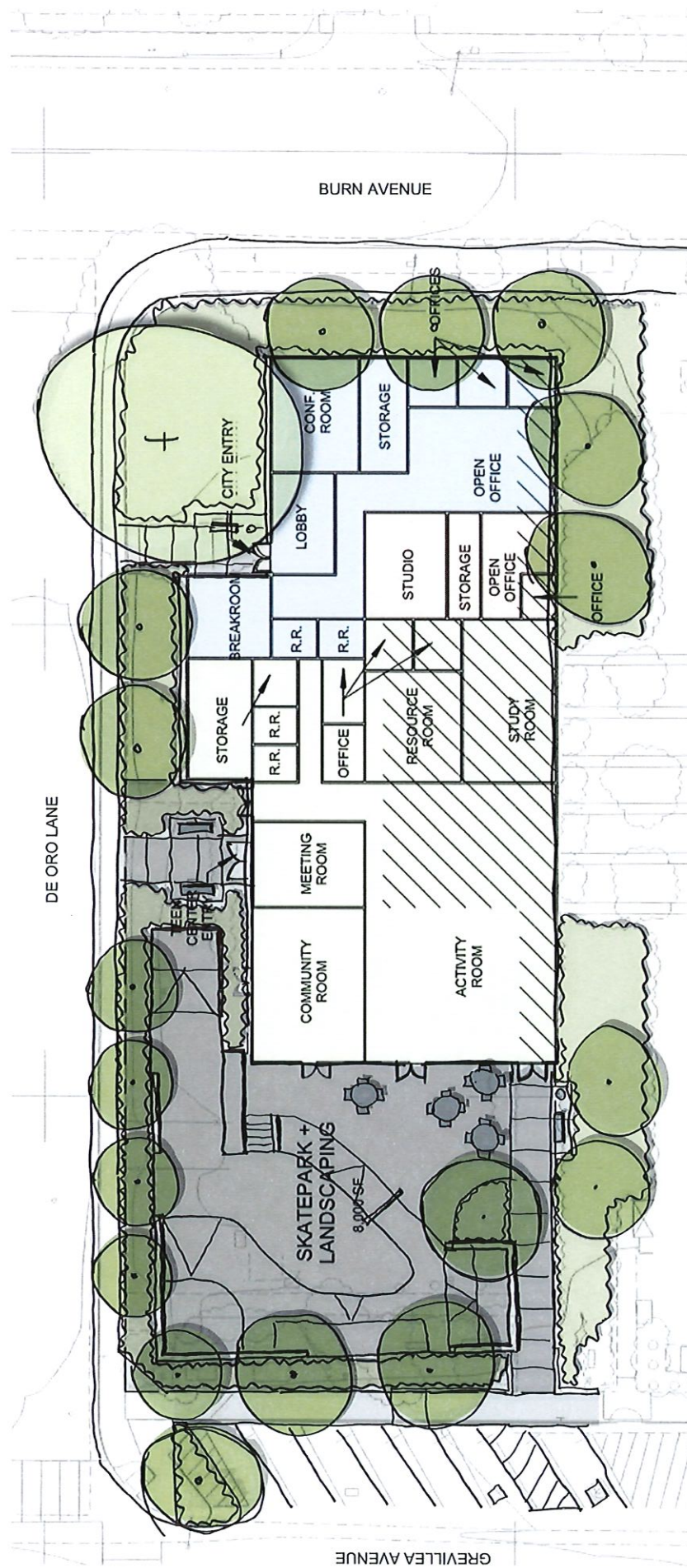
LAWNDALE YOUTH DEVELOPMENT CENTER

14616 GREVILLE AVENUE
CITY OF LAWNDALE



MAY 2024
DVG@outlook.com

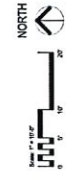
ATTACHMENT B



SCHEMATIC DESIGN- OPTION B

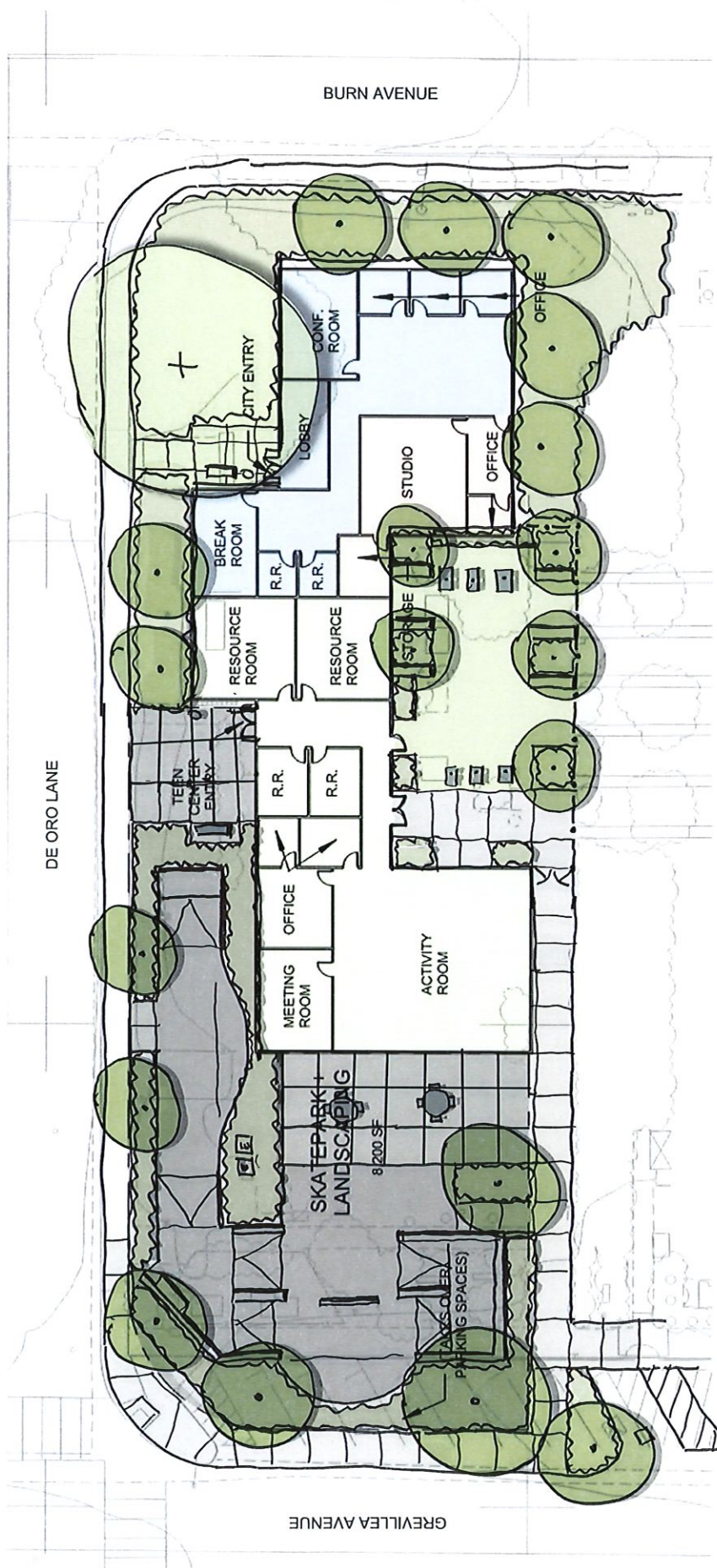
LAWNDALE YOUTH DEVELOPMENT CENTER

14616 GREVILLEA AVENUE
CITY OF LAWNDALE



MAY 2024
DVC@voedesign.com

ATTACHMENT C



MAY 2024
DWD@gsdsgroup.com

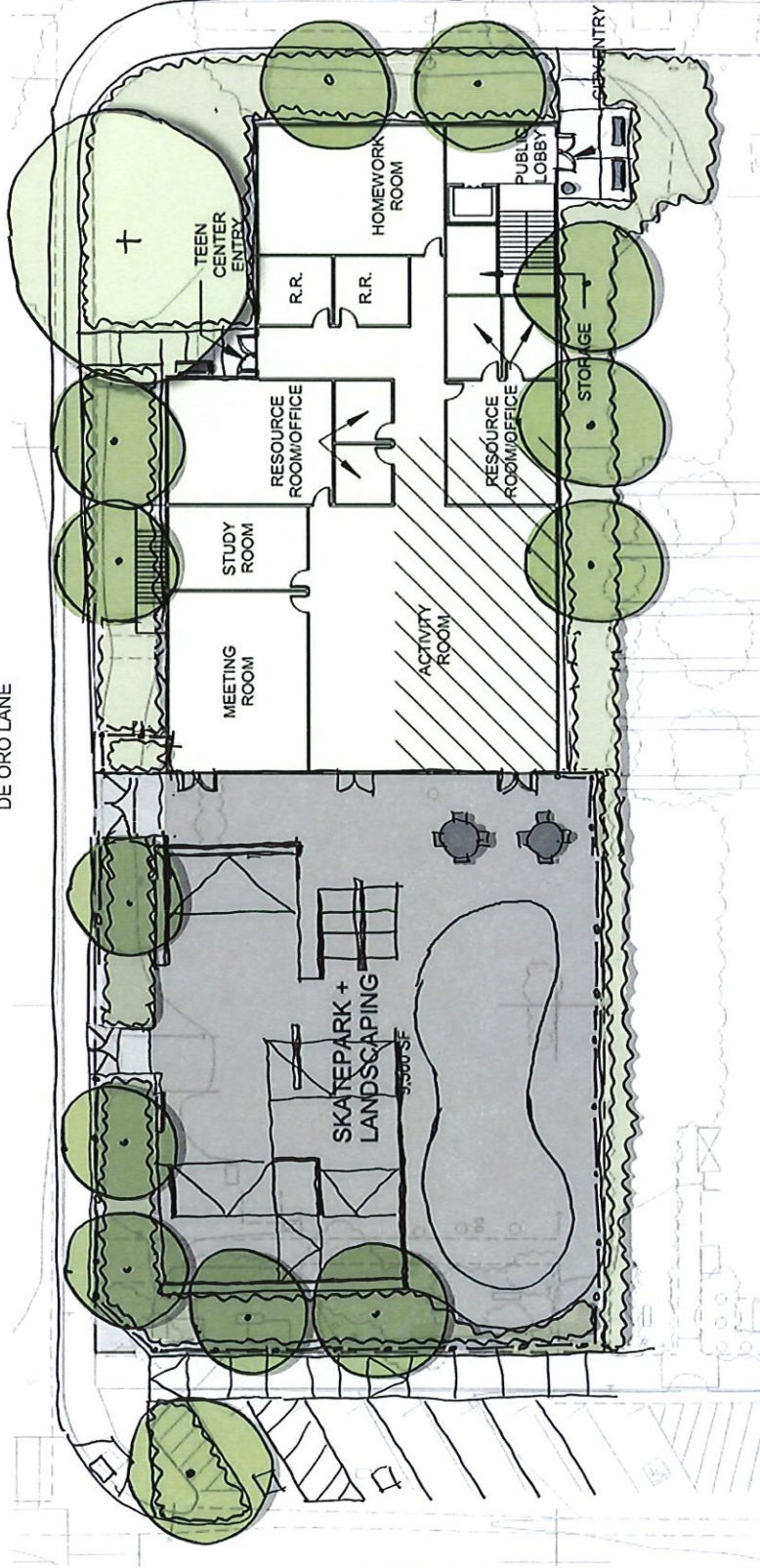
SCHEMATIC DESIGN - OPTION C

LAWNDALE YOUTH DEVELOPMENT CENTER

14616 GREVILLEA AVENUE
CITY OF LAWNDALE

ATTACHMENT D

DE ORO LANE



BURN AVENUE

GREVILLEA AVENUE



SCHEMATIC DESIGN- OPTION D

LAWNDALE YOUTH DEVELOPMENT CENTER

14616 GREVILLEA AVENUE

CITY OF LAWNDALE



MAY 2024
DVID@voadesign.com

ATTACHMENT E

CONSTRUCTION COST ESTIMATES

NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	EXTENSION
-----	-------------	------	------	-----------	-----------

A Option A Renovation and Addition

A.1	Building Renovation	6,400	SF	\$850	\$5,440,000
A.2	Building Addition	2,900	SF	\$850	\$2,465,000
	Building Subtotal	9,300	SF	\$850	\$7,905,000
A.3	Skatepark/Landscape	8,500	SF		\$660,000
A.4	Shade Structure				\$200,000
A.5	Corner Park	3,500	SF		\$400,000
	Landscape Subtotal	12,000	SF	\$105	\$1,260,000
	Subtotal				\$9,165,000
	Contingency	20%			\$1,833,000
	Total				\$10,998,000

B Option B Renovation and Addition

B.1	Building Renovation	6,800	SF	\$850	\$5,780,000
B.2	Building Addition	3,000	SF	\$850	\$2,550,000
	Building Subtotal	9,800	SF	\$850	\$8,330,000
B.3	Skatepark/Landscape	8,000	SF		\$792,000
B.4	Shade Structure				\$200,000
B.5	Corner Park	3,500	SF		\$400,000
	Landscape Subtotal	11,500	SF	\$121	\$1,392,000
	Subtotal				\$9,722,000
	Contingency	20%			\$1,944,400
	Total				\$11,666,400

CONSTRUCTION COST ESTIMATES

C Option C Renovation

C.1	Building Renovation	7,300	SF	\$850	\$6,205,000
C.2	Building Addition	0	SF	\$850	\$0
	Building Subtotal	7,300	SF	\$850	\$6,205,000
C.3	Skatepark/Landscape	10,200	SF		\$694,800
C.4	Shade Structure				\$200,000
C.5	Corner Park	3,500	SF		\$400,000
	Landscape Subtotal	13,700	SF	\$95	\$1,294,800
	Subtotal				\$7,499,800
	Contingency	20%			\$1,499,960
	Total				\$8,999,760

D Option D Renovation and Addition (2 Story)

D.1	Building Renovation	5,300	SF	\$850	\$4,505,000
D.2	Building Addition	6,100	SF	\$950	\$5,795,000
D.3	Cirrculation (Elevators, stairs)				\$200,000
	Building Subtotal	11,400	SF	\$921	\$10,500,000
D.4	Skatepark/Landscape	9,500	SF		\$924,000
D.5	Shade Structure				\$200,000
D.6	Corner Park	3,500	SF		\$400,000
	Landscape Subtotal	13,000	SF	\$117	\$1,524,000
	Subtotal				\$12,024,000
	Contingency	20%			\$2,404,800
	Total				\$14,428,800



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Ahmad Ansari, Public Works & City Engineering Oversight Contract Project Manager

SUBJECT: Ratify the Unanticipated Emergency Repair of Two Public Works Vehicles

BACKGROUND

On two recent occasions, Tuesday May 28, 2024 and Thursday June 13, 2024, Public Works Vehicles #500 and #502 which were in for automotive service and/or repairs, incurred costs in excess of \$1,000. Specifically, in both vehicles, the mechanics discovered faulty and/or badly damaged ignition cable wire set which necessitated complete replacement. Total cost incurred for Vehicle #500 was \$1,536.33 and for Vehicle #502 was \$1,811.60.

STAFF REVIEW

As per the City's Purchasing Policy, triple bidding is required for all expenditures in excess of \$1,000. Due to unanticipated repair costs for these two vehicles, City staff sought City Manager's approval and the City Manager authorized to proceed with the emergency repairs, in order to make the vehicles operable. Staff is requesting the City Council to ratify the action taken by the City Manager for these unanticipated emergency vehicle repairs.

LEGAL REVIEW

The City Attorney has reviewed and approved the staff report.

FISCAL IMPACT

The repair was funded from the Vehicle Maintenance account number 285-310-520.600 in the amount of \$3,347.93. No additional budget appropriations are needed.

RECOMMENDATION

Staff recommends that the City Council Ratify the Unanticipated Emergency Repair of Two Public Works Vehicles for a total amount of \$3,347.93.



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Ahmad Ansari, Public Works & City Engineering Oversight Contract Project Manager

SUBJECT: Approve Purchase of a Portable Pressure Washer

BACKGROUND

The City currently owns one (1) portable pressure washer that is used to clean City facility grounds and parking lots, sidewalks, bus stops, and to remove graffiti on a daily basis. The pressure washer is approximately 18 years old and has exceeded its useful life requiring extensive repairs and maintenance.

STAFF REVIEW

Staff contacted several vendors in search of a portable pressure washer and received three bid quotes ranging from \$16,852.87 to \$21,128.14. The quotes included the pressure washer and trailer for portability.

Staff recommends the quote from SteamX, LLC of Signal Hill to be approved for purchasing the pressure washer in the amount of \$16,852.87. Funding is needed in the amount of \$17,000 for the purchase.

LEGAL REVIEW

The City Attorney has reviewed and approved the staff report.

FISCAL IMPACT

The cost to purchase a portable pressure washer is \$16,852.87. Sufficient budget from ARPA funding in the amount of \$20,000 has been approved by the City Council for FY 2024-25. No additional budget appropriations are needed.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of a new Portable Pressure Washer in the amount of \$16,852.87 using \$17,000 of \$20,000 ARPA funding included in the FY 2024-25.

Attachments

[Pressure Washer-Quote.pdf](#)

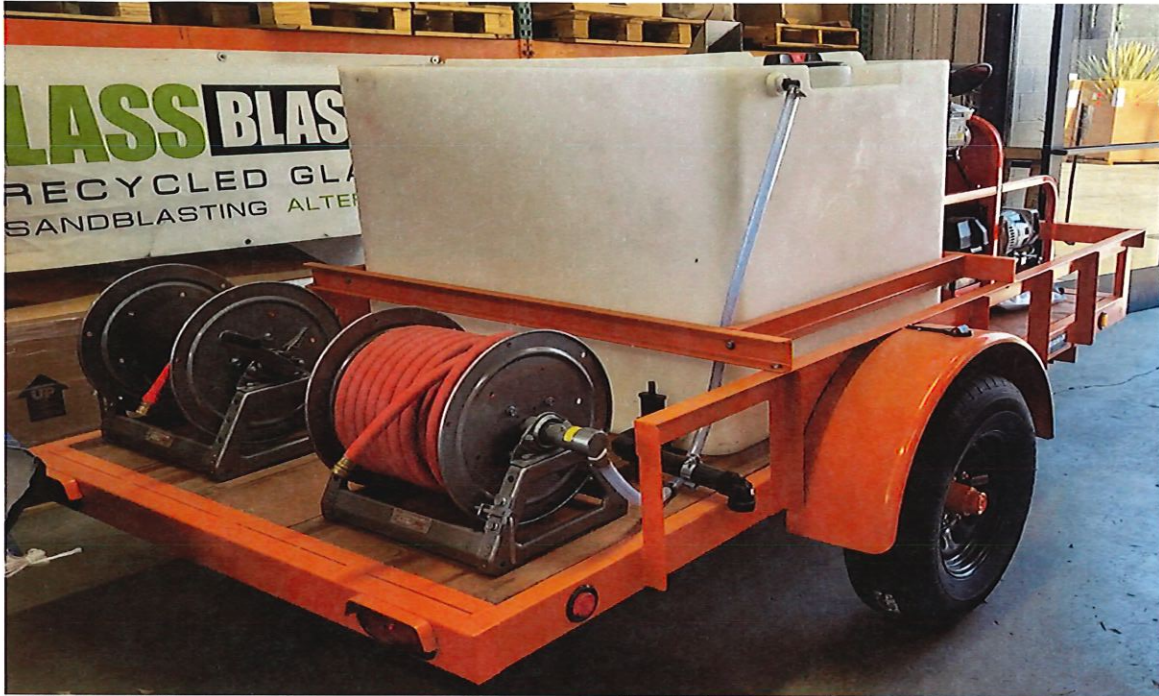
STEAMX, LLC SIGNAL HILL
2815 GARDENA AVE
SIGNAL HILL, CA 90755

Quote

Date	Quote #
7/10/2024	21762

Name / Address	Ship To
CITY OF LAWNDAL 14717 BURIN AVE LAWNDAL, CA 90260	CITY OF LAWNDAL 14717 BURIN AVE LAWNDAL, CA 90260

	P.O. No.	UNIT #	Rep	FOB	Terms
			MAM		Net 30
Item	Description	Qty	Rate	Total	
W535SVI-SFX004	HOT WATER PRESSURE WASHER 3500 PSI @ 5 GPM VANGUARD 18HP V-TWIN ENGINE, ELECTRIC START 110V BURNER SYSTEM HD BELT DRIVE GENERAL PUMP BELT DRIVE GENERATOR ADJUSTABLE THERMOSTAT HOUR METER STAINLESS STEEL COIL WRAPPER GUN & NOZZLES	1	7,356.05	7,356.05T	
TRAILER	5' x 10' WOOD DECK TRAILER SINGLE AXLE 6K# TRAILER, NO BRAKES RV STYLE PLUG ADJUSTABLE CHANNEL COUPLER, 2" BALL 330 GALLON POLYTUFF WATER TANK INLET WATER FILTER BY-PASS BACK TO WATER TANK GROUP 24 BATTERY SAFTETY STOBEL LIGHT HANNAY HOSE REEL 5000 PSI RATING, HAND CRANK (1) 2-WIRE 3/8" X 100' BLACK HIGH PRESSURE WRAPPED HOSE RED GUARDS HANNAY HOSE REEL 4000 PSI RATING, HAND CRANK (1) 100' GARDEN HOSE	1	7,930.00	7,930.00T	
Quote is valid for 30 days. Pricing is subject to change without notice. All special orders need to be prepaid. New power equipment can not be canceled after Purchase Order is received. Special order parts and equipment can not be returned.		Phone #	Fax #	Subtotal	\$15,286.05
		562-424-9876	562-427-1877	Sales Tax (10.25%)	\$1,566.82
		STEAMXSH@GMAIL.COM		Total	\$16,852.87



Portable pressure washer and trailer



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Ahmad Ansari, Public Works & City Engineering Oversight Contract Project Manager

SUBJECT: Approval and Authorization to Release Request For Bid Proposal for the Joint City/School District Parks Irrigation Systems Project

BACKGROUND

The City of Lawndale has entered into an agreement with the Lawndale Elementary School District and assumed the responsibility of the performance of the Irrigation Systems at the three Joint Parks: Rogers Anderson, Jane Addams, and William Green. The City was granted funds through the American Rescue Plan Act (ARPA), which provides opportunity to enhance their infrastructure. In May 2024, City staff requested and City Council approved an allocation of \$1 million from ARPA funds for improvements to irrigation systems in the Joint Parks.

STAFF REVIEW

City staff intends to initiate the process of releasing Request For Bid Proposals for qualified vendors to assess, design, and implement a comprehensive landscape irrigation system improvements at Rogers Anderson, Jane Addams, and William Green parks. Over the years, the Public Works team has routinely addressed emergency pipe ruptures stemming from the outdated irrigation infrastructure. Upgrading to a modern system is crucial to minimize these disruptions and ensure sustainable water management practices are in place for the benefit of the community. The project aims to establish a highly efficient method for watering diverse plantings within these parks.

Upgrading the irrigation system at Lawndale's parks has become imperative due to recurrent high pressure main pipe ruptures. The outdated system has disrupted the efficient distribution of water essential for maintaining the parks' green spaces and recreational areas. The aging infrastructure poses a risk of prolonged downtime and inefficient water usage, impacting the overall upkeep and aesthetics of community spaces.

By investing in these upgrades, the City aims to mitigate future disruptions, ensure sustainable water management, and enhance the quality of recreational facilities for residents and visitors, a benefit to both the City as well as the School District.

Page 1 of 2

City Council Meeting – July 15, 2024
Approval and Authorization to Release RFBP for the Joint City/School District Parks Irrigation Systems

LEGAL REVIEW

City attorney reviewed and approved the staff report.

FISCAL IMPACT

The total cost of this project including assessment, design, and implementation is estimated to be \$1M for all three Joint Parks. Funding for this project will come from ARPA funds as this is considered to be general government services and public safety. These funds have already been budgeted in account number 285-310-700.299 during the annual budget adoption process. There is no need for additional budget appropriations.

RECOMMENDATION

Staff recommends that the City Council approve the Joint City/School District Parks Irrigation Systems Assessment, Design and Implementation Project, and Authorize staff to Release Request For Bid Proposal,



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: Support of The Homelessness, Drug Addiction, and Theft Reduction Act - Initiative 23-0017A1

BACKGROUND

This item was originally on the June 3, 2024 city council agenda. By consensus, this item was deferred to a future meeting. Staff received additional direction from Mayor Pro Tem Suarez to include a resolution for consideration at a future meeting.

On October 27, 2023, Secretary of State Dr. Shirley N. Weber announced that the proponent of a new initiative was cleared to begin collecting petition signatures on October 26, 2023. The Attorney General's official title for the measure is "Allows Felony Charges and Increases Sentences for Certain Drug and Theft Crimes. Initiative Statute."

The Secretary of State's tracking number for this measure is 1959 and the Attorney General's tracking number is 23-0017A1.

The proponent of the measure, Thomas W. Hiltachk, must collect signatures of 546,651 registered voters in order for the measure to become eligible for the ballot. The deadline to submit the signatures to county elections officials was April 23, 2024.

On April 18, 2024, the Californians for Safer Communities Coalition announced it will submit over 900,000 voter signatures to qualify for the initiative which they are referring to as The Homelessness, Drug Addiction, and Theft Reduction Act, for the November 2024 election.

STAFF REVIEW

Mayor Pro Tem Suarez has requested the City Council consider supporting this initiative with a letter of support and a resolution.

LEGAL REVIEW

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

FISCAL IMPACT

Unknown.

RECOMMENDATION

Staff recommends that the City Council consider the following:

- a. support Initiative 23-0017A1;

- b. approve the draft letter of support (attached) for City Council signatures;
- c. approve the attached Resolution No. CC-2407-087; and
- d. provide additional direction to staff as may be necessary.

Attachments

[A - Fact Sheet.pdf](#)

[B - Draft Letter.pdf](#)

[C - Draft Resolution.pdf](#)

Attachment A

Fact Sheet – Californians for Safer Communities



Smash-and-Grab Thefts. Skyrocketing Drug Addiction. More Dangerous Communities.

Whether it's rampant retail theft causing neighborhood store closures and higher prices for working families, or the growing epidemic of fentanyl overdoses, Californians can't afford half-measures when it comes to addressing these pressing issues.

Passed in 2014, Prop 47 achieved notable success in making California's criminal justice system more equitable. However, it led to unintended consequences over the past decade — repeat and often organized retail theft, inner-city store closings, and difficulty convincing people to seek drug and mental health treatment — that can only be corrected by the voters at the ballot box with modest amendments to Prop 47.

It's time for meaningful reforms to our justice system, including to Prop 47, that ensure our communities are safe.

Initiative 23-0017A1, the Homelessness, Drug Addiction, and Theft Reduction Act

Currently collecting signatures to qualify for the 2024 November General Election, this bi-partisan measure provides common sense, targeted reforms to Prop 47 that legislative proposals alone are unable to deliver.

Addresses Organized and Serial Retail Theft

Rampant retail theft is harming businesses and residents in California because those who commit these crimes know they'll get away with it, even if they're caught. This measure will hold repeat offenders accountable for the safety of our communities, rather than putting them back on the streets.

- Classifies repeated theft as a felony for individuals who steal less than \$950 if they have two or more prior theft-related convictions
- Allows stolen property values from multiple thefts to be combined so repeat offenders can be charged with a felony if the total exceeds \$950, countering tactics by career criminals to avoid harsher penalties
- Authorizes judges to impose an enhanced penalty when an offender steals, damages, or destroys property by participating in organized theft with two or more offenders or by causing losses of \$50,000 or more

Confronts the Fentanyl Crisis in Our Communities

The fentanyl crisis has reached alarming levels, and is now responsible for 20 percent of youth deaths in California. This measure will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers.

- Adds fentanyl to the list of hard drugs — such as heroin, cocaine, and methamphetamine — that are illegal to possess with a firearm and authorizes greater consequences for selling deadly quantities
- Enables stricter penalties for dealers whose trafficking causes death or serious injury, and warns traffickers of potential murder charges if continued drug trafficking results in fatalities

Prioritizes Mental Health and Drug Treatment

Breaking the cycle of repeat offenders means addressing the many root causes of retail theft. This measure provides critical mental health, drug treatment services, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

- Enacts a new class of crime called a "treatment-mandated felony" where offenders with multiple hard drug possession convictions would be given the option of participating in drug and mental health treatment in lieu of incarceration
- Allows offenders who successfully complete drug and mental health treatment to avoid jail time and have the charge fully expunged

"The Homelessness, Drug Addiction, and Theft Reduction Act will make targeted but impactful changes to our laws around fentanyl and help us tackle the chronic retail theft that hurts our retailers, our workers, and our cities. I fully support this measure and know it will make a meaningful difference for cities across California."

~ **Mayor London Breed, San Francisco**

"I am proud to lend my support to this public safety initiative that would make changes to Prop 47, which would address serious spikes to drug and theft crimes since the pandemic. Local law enforcement and my constituents are saying enough is enough. They want the state to address the increases we're seeing in the homeless due to increased hard drug use, opioid-related overdoses, and escalating numbers of smash-and-grab and retail theft crimes."

~ **Assemblymember James Ramos**

"We cannot be afraid to challenge the status quo when it is clearly not working for our residents. Prop 47 was well-intended but what really matters is its impact — and unfortunately, it's hurting far too many families and small businesses across the state. We need reform that doesn't take us back to the era of mass incarceration but allows judges to mandate treatment for those struggling with severe addiction, hold repeat offenders accountable, and treat fentanyl like the killer it is."

~ **Mayor Matt Mahan, San Jose**

Ad paid for by Californians to Reduce Homelessness, Drug Addiction, and Theft,
sponsored by Golden State Communities

Ad Committee's Top Funders

Walmart

Home Depot USA

Target

Funding details at www.fppc.ca.gov

Join Public Safety and Community Leaders



CALIFORNIA
DISTRICT
ATTORNEYS
ASSOCIATION

California District Attorneys Association



California Police Chiefs Association



CRIME VICTIMS UNITED

Crime Victims United



Hope Street Coalition

* Partial List

JOIN THE COALITION TODAY!



CA Safe Communities.org

Attachment B

Draft Letter of Support from the Lawndale City Council

CITY LETTERHEAD

DRAFT LETTER

July 15, 2024

Californians for Safer Communities
CAsafeCommunities.org

To Whom It May Concern,

Retail theft has become rampant throughout California; big cities and small, alike. Lawndale is no exception. When there are no consequences to this alarming crime, our ability to keep our communities safe and our businesses thriving is impaired. When you add in the fentanyl and mental health crisis, anyone can see that decisive action must be taken to ensure the future of our business communities and residents.

Accountability to retail theft, stricter penalties in the Fentanyl crises, and prioritizing mental health and drug treatment is vital to our city, our communities, and our entire state.

The Lawndale City Council supports Initiative 23-0017A1, also referred to as The Homelessness, Drug Addiction, and Theft Reduction Act, in the upcoming November election. We urge others to do the same.

Sincerely,

[The Lawndale City Council Signature Lines]

Attachment C

Draft Resolution No. CC-2407-087

RESOLUTION NO. CC-2407-087

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDAL, CALIFORNIA
IN SUPPORT OF THE HOMELESSNESS,
DRUG ADDICTION, AND THEFT REDUCTION ACT,
ALSO KNOWN AS BALLOT INITIATIVE 23-0017A1**

WHEREAS, while Prop 47 achieved notable success in making California's criminal justice system more equitable, Prop 47 also led to unintended consequences over the past decade; and

WHEREAS, unintended consequences of Prop 47 include repeat and often organized retail theft, inner-city store closings, and difficulty convincing people to seek drug and mental health treatment; and

WHEREAS, these unintended consequences can only be corrected by the voters at the ballot box with modest amendments to Prop 47; and

WHEREAS, initiative 23-0017A1, The Homelessness, Drug Addiction, and Theft Reduction Act has submitted more than 910,000 signatures to qualify for the 2024 November General Election; and

WHEREAS, The Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that legislative proposals alone are unable to deliver; and

WHEREAS, rampant retail theft is harming businesses and residents in California because those who commit these crimes know they'll get away with it, even if they're caught; and

WHEREAS, this measure will hold repeat offenders accountable for the safety of our communities, rather than putting them back on the streets; and

WHEREAS, the fentanyl crisis has reached alarming levels, and is now responsible for 20 percent of youth deaths in California; and

WHEREAS, The Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers; and

WHEREAS, breaking the cycle of repeat offenders means addressing the many root causes of retail theft; and

WHEREAS, The Homelessness, Drug Addiction, and Theft Reduction Act provides critical mental health, drug treatment services, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse; and

WHEREAS, it is time for meaningful reforms to our justice system to ensure our communities are safe.

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

SECTION 1. That the Lawndale City Council formally expresses support for The Homelessness, Drug Addiction, and Theft Reduction Act (Initiative 23-0017A1) on the November 2024 General Election Ballot and the benefit that it provides for our community's safety, by approval of Resolution No. CC-2407-087.

SECTION 2. That the Lawndale City Council approves the attached draft letter to be signed by the Lawndale City Councilmembers and distributed with the approved resolution, as appropriate, by the City Manager Department.

PASSED, APPROVED AND ADOPTED this 15th day of July, 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-2407-087 at a regular meeting of said Council held on the 15th day of July, 2024, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: South Bay Cities Council of Governments Fees

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



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: {{customField.preparedBy}}

SUBJECT: Hiring of a Federal Lobbyist

BACKGROUND

STAFF REVIEW

LEGAL REVIEW

FISCAL IMPACT

RECOMMENDATION



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: Discussion of Speed Hump Installation on 147th Street

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



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: Discussion of Johnson V. Grants – Good Neighbor Pledge



JOHNSON V. GRANTS PASS SUPREME COURT RULING GOOD NEIGHBOR PLEDGE

Attachments

[19. Good Neighbor Pledge.pdf](#)



JOHNSON V. GRANTS PASS SUPREME COURT RULING GOOD NEIGHBOR PLEDGE

Preamble:

As members of the South Bay Los Angeles communities, we stand at a critical juncture in addressing the challenges presented by homelessness and housing instability. In *Johnson v. Grants Pass* the U.S. Supreme Court held that the enforcement of generally applicable laws regulating camping on public property does not constitute “cruel and unusual punishment” prohibited by the Eighth Amendment. However, the Court noted that these public-camping regulations are not usually deployed as a front-line response “to criminalize homelessness”. Instead, they are used to provide city employees with the legal authority to address “encampments that pose significant health and safety risks and to encourage their inhabitants to accept other alternatives like shelters, drug treatment programs, and mental-health facilities.” The Court further recognized that “Homelessness is complex. Its causes are many. So maybe are the public policy responses required to address it”.

In light of the ruling, and the Court’s language, we are reminded of the complexities of city responses to homelessness and the need for innovative, evidence-based solutions. Through this Good Neighbor Pledge, we affirm our dedication to practices that prioritize coordination, offer services, and achieve sustainable, long-term solutions.

Principles:

- **Advance Care Coordination and Collaboration:** We commit to enhancing care coordination among all stakeholders, including cities, unincorporated areas, social services, and community organizations, to offer comprehensive support. Continued collaboration with the South Bay Cities Council of Governments is essential in ensuring a unified and effective regional response.
- **Commit to Ethical Resolution:** We commit to an approach that offers services and shelter as a cornerstone of our strategy. Recognizing the controversial history of sweeps, we pledge not to engage in practices that simply move individuals from one member city street to another, understanding that such actions do not solve but only relocate the issue.
- **Continue Our Investments:** We commit to continue investing in solutions to solve and prevent homelessness. The SBCCOG will continue to be a partner in securing housing, shelter and services funding, knowing that existing investments like pallet shelters,

homeless courts, and SHARE! Housing decrease street homelessness durations and increase public safety.

- **Training Our People:** Recognizing that many people sleeping on the streets prefer to stay in their neighborhood, often not far from the home where they last lived, we commit to making it easier for them to access the local resources they need to once again become housed. As soon as is practicable, and NO LATER THAN DECEMBER 31, 2024, we commit to training city personnel and contractors to educate them as to the resources available in our city so that they can help people experiencing homelessness more easily access these resources. The SBCCOG can assist cities with this training, especially as it relates to regional resources.

By embracing this pledge, we unite in our commitment to hold each other accountable in a South Bay defined by care, collaboration, and community. We recognize the challenges ahead but remain steadfast in our belief that together, we can build a future that honors the collective strength of our neighborhoods.

[Signature Line for Mayor & Council]

[Date]



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260

PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: Monday, July 15, 2024, 6:30 PM

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

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