

**CITY OF GARDENA**  
**PLANNING & ENVIRONMENTAL QUALITY COMMISSION**  
**TUESDAY, FEBRUARY 21, 2017, MEETING**

\* \* \*

Called to order by Chairman Kaskanian at 7:00 P.M.

**ROLL CALL**

Present: Brenda Jackson, Philip Johnson (Arrived 7:03pm), Steve Sherman, Nolan Jamora, Harout Kaskanian  
Absent: None  
Also in Attendance: Mitchell G. Lansdell, City Manager  
Peter Wallin, City Attorney  
Raymond Barragan, Community Development Manager  
William Kavadas, Planning Assistant

**PLEDGE OF ALLEGIANCE**

Led by Vice Chairman Jamora.

**APPROVAL OF MINUTES**

A motion was made by Commissioner Sherman and seconded by Vice Chairman Jamora to approve the minutes of January 17, 2017. The minutes were approved 4-0.

Ayes: Sherman, Jackson, Jamora, Kaskanian  
Noes: None  
Absent: Johnson

**PUBLIC HEARING**

**Agenda Item #5**

**Conditional Use Permit #8-16**

A request for a conditional use permit to operate a new massage establishment, per section 18.46.030(C)(28) of the Gardena Municipal Code, in the Commercial/Mixed-Use Overlay/Parking (C-2/MUO/P) zone and direct staff to file a Notice of Exemption as an existing facilities project.

**Project Location: 15122 South Western Avenue Unit A5 (APN: 6103-018-025)**

**Applicant: Yufen Cui**

Planning Assistant William Kavadas stated that at the January 17, 2017 Planning and Environmental Quality Commission hearing the Planning and Environmental Quality Commission moved to deny CUP #8-16 based on the potential for overconcentration and directed staff to return to the next hearing with a resolution for denial. Staff recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 1-17 denying Conditional Use Permit #8-16. Mr. Kavadas went on to say that the applicant representative was available in the audience and would be providing further evidence to support his conditional use permit.

Chairman Kaskanian opened the public hearing and asked the applicant to step forward.

You Kim, 1441 West 146<sup>th</sup> Street, Apartment C, Gardena, California 90247, came forward to speak on behalf of the applicant, Yufen Cui. Mr. Kim stated that parking at the site was adequate as stated by the listing agent. Mr. Kim also stated that no illegal activity would



take place and that instead of prohibiting new businesses, the City should be going after businesses that are actually breaking the rules. Mr. Kim continued by stating that the objection document that was submitted by Seoul Sauna had several unsubstantiated claims. Mr. Kim also stated that Seoul Sauna forced the other members of the shopping center to sign the opposition document. Mr. Kim continued by stating that there was no logical argument in the opposition document. Mr. Kim had received 131 signatures in support of the project as proposed.

Chairman Kaskanian closed the public hearing.

Commissioner Jackson stated that she was still in support of the project and wondered why the people who signed the form in opposition of the project were not at the meeting to speak about their opposition. Commissioner Jackson stated that the other massage establishment may have had the other businesses sign the opposition in order to "scare-off" the Planning Commission.

Vice Chairman Jamora stated that the opposite could also be true as to why no one came in support of the project.

Commissioner Jackson stated that those in opposition in the shopping center would feel more strongly against the project, as they would have to see the use every day. Commissioner Jackson continued by stating that if Seoul Sauna was catered towards men, then why the proposed sauna could not cater towards women.

Vice Chairman Jamora stated he was not sure if another massage establishment was needed.

Commissioner Jackson stated that the bigger problem in Gardena was the number of liquor stores, not the number of massage establishments. Commissioner Jackson continued by stating that if massage establishments become an issue, then Gardena Police can respond as appropriate.

Commissioner Johnson stated that he understood Commissioner Jackson's argument but stated that one of the reasons you sign a petition is so that you don't have to appear in person.

Commissioner Jackson stated that she thought that the Commission may be discriminating against a woman owning the business.

Vice Chairman Jamora stated that if a male applicant had applied, the same thoughts would stand.

Chairman Kaskanian concurred with Vice Chairman Jamora that discrimination against women was not the position of the Planning Commission.

MOTION: It was moved by Vice Chairman Jamora and seconded by Commissioner Sherman to approve Resolution No. PC 1-17 denying Conditional Use Permit #8-16.

The motion passed by the following roll call vote:

Ayes:	Jamora, Sherman, Kaskanian
Noes:	Jackson
Abstain:	Johnson
Absent:	None



#### **Agenda Item #6**

##### **General Plan Amendment #1-16, Specific Plan #1-16, Zone Change #1-16, Tentative Tract Map #1-16, Site Plan Review #6-16 and Mitigated Negative Declaration and Mitigation Monitoring Program #10-16**

A request to develop a 2.31-acre site. Development would consist of 46 single-family attached residential condominiums at a density of 20 dwelling units per acre (du/ac) with an average size of 1,624 square feet. Approval requires a General Plan Amendment changing the property from General Commercial to Specific Plan; approval of the Western Avenue Specific Plan which becomes the zoning for the project site; a zone change from General Commercial to Western Avenue Specific Plan; Tentative Tract Map (TTM) 74350 subdividing the property into separate lots; and approval of the site plan for the development of the property. A Mitigated Negative Declaration and Mitigation Monitoring Program have been prepared to address the environmental impacts and will have to be approved and adopted prior to the project approvals. The Planning Commission will be making a recommendation to the City Council on the General Plan Amendment, Specific Plan and Zone Change and approving the Tract Map and Site Plan Review, subject to Council approval of the other items.

**Project Location: 16958 South Western Avenue (APN: 6106-007-012)**

**Applicant: City Ventures**

Community Development Manager Raymond Barragan requested that the Planning and Environmental Quality Commission reschedule the public hearing for agenda item #6 to the March 21, 2017 Planning and Environmental Quality Commission meeting.

MOTION: It was moved by Vice Chairman Jamora and seconded by Commissioner Sherman to continue the project to March 21, 2017.

The motion passed by the following roll call vote:

Ayes: Jamora, Sherman, Johnson, Jackson, Kaskanian

Noes: None

Absent: None

#### **Agenda Item #7**

##### **Site Plan Review #8-16**

A request to remodel and expand an existing 7,706 square foot commercial office building by 9,685 square feet in the General Commercial (C-3) zone and direct staff to file a Notice of Exemption as an existing facilities project.

**Project Location: 16016 South Western Avenue (APN: 6105-010-064)**

**Applicant: Kevin Nownjad**

Community Development Manager Raymond Barragan and Planning Assistant William Kavadas presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 4-17 approving Site Plan Review #11-16 to remodel and expand an existing 7,706 square foot commercial office building by 9,685 square feet in the General Commercial (C-3) zone and direct staff to file a Notice of Exemption as an existing facilities project.

Vice Chairman Jamora asked if the new setback from the street met Zoning Code standard.



Mr. Kavadas responded that the property line extends into the existing sidewalk, so while the building may seem like it is sitting on property line, it does meet the ten-foot setback requirement.

Chairman Kaskanian opened the public hearing and asked the applicant to step forward.

Applicant representative, Blair Liggett, stated that he hoped the Planning and Environmental Quality Commission would approve the project as he believed it would have a great impact on improving aesthetics along Western Avenue.

Commissioner Jackson stated the project looked lovely.

Vice Chairman Jamora asked if there would be any solar on the building.

Mr. Liggett stated that the drawings provided to Planning Commission were to show the design of the building but that solar panels would be discussed moving forward in the future.

Vice Chairman Jamora said that the Planning Commission would be in favor of seeing solar panels.

Commissioner Sherman stated he was concerned with the potential for graffiti on the southern wall of the property. Commissioner Sherman stated that he approved of the rest of the building design but was concerned with the southern wall.

Mr. Liggett stated that as the applicant team was dealing with expanding an existing building, the southern structural wall, could not be modified to any major degree.

Commissioner Sherman asked if there was anything that could be done to reduce the possibility of graffiti.

Mr. Kavadas responded by stating that the southern wall sits on the property line with a gated property. Mr. Kavadas stated that the gate would reduce the ability for ne'er-do-wells to access the wall. Mr. Kavadas also stated that the building on the adjoining property had windows that opened to the subject buildings southern wall. Mr. Kavadas went on to say that basic principles of crime prevention through environmental design state that when there are more "eyes-on-the-street" there is less prevalence of crime.

Chairman Kaskanian closed the public hearing.

Chairman Kaskanian asked staff if the building was ADA accessible.

Mr. Kavadas responded that he did not believe the current building was ADA accessible but that the new building would meet all applicable state building code standards.

MOTION: It was moved by Commissioner Sherman and seconded by Commissioner Jackson to approve Resolution No. PC 4-17 approving Site Plan Review #11-16.

The motion passed by the following roll call vote:

Ayes:	Sherman, Jackson, Johnson, Jamora, Kaskanian
Noes:	None
Absent:	None



### **ORAL COMMUNICATIONS FROM THE PUBLIC**

Chairman Kaskanian called for oral communications from the public. No member of the public came forward to speak.

### **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

City Manager Mitchell Lansdell stated that final plan approval and the close of escrow was rapidly approaching for the StorQuest project at 14215 South Normandie Avenue.

Mr. Lansdell also stated that the Lucky Lady Casino renovations are coming along nicely and the new design is visually stunning.

Commissioner Sherman asked if the old Normandie Casino bar is still the only place to eat.

Mr. Lansdell stated that the entirety of the interior is undergoing extensive renovation and that it should be completed by mid-March.

### **PLANNING AND ENVIRONMENTAL QUALITY COMMISSION REPORTS**

Commissioner Jackson asked if the electronic sign at the Honda dealership was supposed to have landscaping underneath.

Mr. Kavadas responded that while the applicant embellished their rendering, the actual site plan showed that the space under the sign would be used for automobile display.

Commissioner Jackson asked where residents could go to complain about a change in aircraft approach patterns to the Los Angeles International Airport.

Commissioner Johnson stated that whenever there is a storm, planes change their approach patterns.

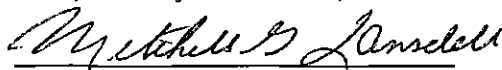
Chairman Kaskanian stated that any complaints should be directed to the Federal Aviation Administration. Chairman Kaskanian stated that, as a pilot, he understood that in stormy weather, planes have to change their flight plan and that after 11:30 PM or 12:00 AM planes sometimes change their flight plan to depart east over the metropolitan area, instead of west over the Pacific Ocean.

Commissioner Jackson asked if the Chairman Kaskanian could come to a neighborhood watch meeting to discuss the process with concerned citizens.

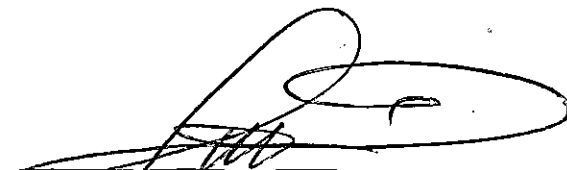
### **ADJOURNMENT**

Chairman Kaskanian adjourned the meeting at 7:35 P.M.

Respectfully submitted,



MITCHELL G. LANSDELL  
City Manager



HAROUT KASKANIAN, CHAIRMAN  
Planning and Environmental Quality Commission



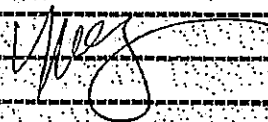
## TO THE LANDLORD AND THE CITY OF GARDENA COMMUNITY DEVELOPMENT DEPARTMENT

WE ARE ALL TENANTS OF THE SEOUL PLAZA. WE DISAPPROVE  
THE LEASING OF RETAIL SPACE TO A NEW MASSAGE  
ESTABLISHMENT.

- WE ALREADY HAVE A MASSAGE ESTABLISHMENT IN THE SEOUL PLAZA CENTER, SEOUL SAUNA.
- AS BUSINESS OWNERS WE ARE KEENLY AWARE OF THE SLOW ECONOMY AND TOUGH BUSINESS CONDITIONS FOR THE PAST 5 YEARS.
- AS NEW BUSINESS WILL FACE THE SAME DIFFICULT CONDITIONS AND IS NOT LIKELY TO SUCCEED.
- AS TENANTS WE SUPPORT AND USE THE SERVICES AND BUY GOODS FROM THE BAKERY, RESTAURANTS, BEAUTY SALONS AND BARBER SHOPS AND TEA SHOPS. WE TRY TO HELP EACH OTHER OUT.

WE KINDLY REQUEST THAT YOU DO NOT APPROVE THE LEASING  
OF ANOTHER MASSAGE ESTABLISHMENT IN THE SEOUL PLAZA  
CENTER AS IT WILL REPRESENT AN OVER CONCENTRATION OF  
SIMILAR BUSINESS AND CREATE AN UNHEALTHY BUSINESS  
CLIMATE FOR THE CENTER.

BOBA Time  
15204 S. Western ave  
Tiffany Yun



DATE:



**TO THE LANDLORD AND THE CITY OF GARDENA  
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*Lee J. Anta*

*1815 Manhattan Ave.*

*Gardenia, Ca 90249*

*Kenneth J. Anta*

*17*

*1-13-16*

DATE:



## TO THE LANDLORD AND THE CITY OF GARDENA COMMUNITY DEVELOPMENT DEPARTMENT

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@ Futon City

15109 S. Western Ave - Gardena  
Brandis A. K. Fawcett

*[Signature]*

1-13-12

DATE:



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- ① 5612 15116 S Western Ave Gardena Ca Guy Yun
- ② Seoul Health Spa 15112 S Western Ave Gardena CA 90247
- ③ Gardena dental center 15201 S. Western Ave. Se Young Kim
- ④ Seoul Beauty Salon 15118 S Western Ave Gardena CA 90247

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*Valero gas station*

*15103 S Western Ave  
Gardena, CA 90249*

*Joe Giron*

*01-13-17*

DATE:



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*Matheus Nutritional Center*

*Rebecca Hernandez*

*1522 S. Western Ave. Ste C. Gardena 90249*

-----DATE:



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① Young Eun Lee  
16116 S Western Ave Gardena, CA 90249  
John Cha

② John Kim K-one Acupuncture  
16132 Western Ave Gardena CA 90249 John Kim

③ Kim Hyeon  
16116 S Western Ave Gardena CA 90249  
CHARLHFE PARK

④ Park Poony Cha Bakery  
16300 Western Ave Gardena, CA 90249  
M. Lee Park DATE: 3



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① Forever Music Studio

12208 S. Western Gardena CA 90249

Heekyung Shin

Heekyung Shin

DATE:



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*Tolu D. Hagg*

*16128 S. Western Ave Gardena CA 90248*

*Jon & Hae J. Y. H.*

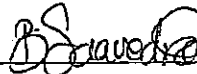
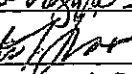
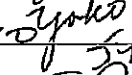



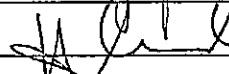
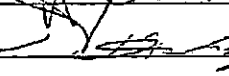
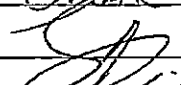

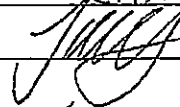
\_\_\_\_\_  
DATE:



To The City Of Gardena Planning Commission

On Tuesday, January 17, 2017, the application for conditional use permit by Yufen Cui was denied by the Planning Commission due to a disapproval for new business establishment document signed by various business owners around the area, supplied by Seoul Sauna

Below are signatures of citizens of Gardena who have viewed the document of disapproval and understand the information for Conditional Use Permit #8-16 for Applicant Yufen Cui at project location 15112 South Western Avenue Unit A5 (APN: 6103-018-025). We disagree with the denial of the Conditional Use Permit Application. We feel that the reasons for denying the application were unreasonable and we demand the application to be approved.

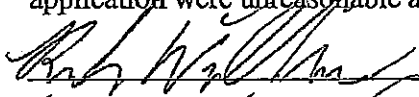


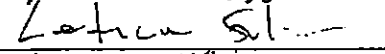


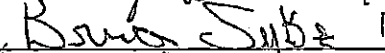
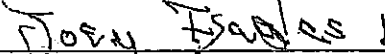


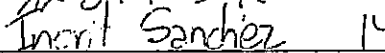
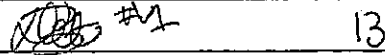

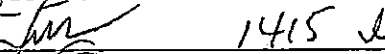
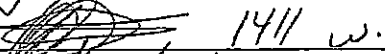

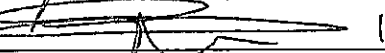

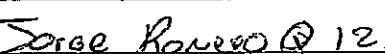


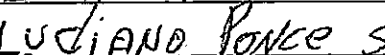
Blanca Saavedra,  1545 W. 146th St. Apt # E Gardena  
 Maria Varquez ~~Maria Varquez~~ 14526 S Denker Ave Gardena CA  
~~Patricia Shono~~  1527 W 145th St Gardena Ca 90247  
 Yoko R. Shono  Yoko R. Shono  
 GRIGORIO REYES  1507 W 145th St. GARDENA CA.  
 Benjamin Hernandez  145th Gardena Ca 90247  
 Bernadette Dugue  1511 W 145th St  
 Honey Reed  1605 W. 145th St.  
 Larry Zeigler  1707 W 146th St  
 Albert G. Duran 14411 Denker  
 ALFRED VASQUEZ 1557 W 155  
 Miguel Huerta 1557 W 155 St Gardena CA  
 ALFREDO RIVERA 1408 W 145th St  
 Maribel Suarez 1608 W 145th St  
 ERIKA MORALES : ERIKA MORALES  
 Laura Nieva 1615 145th St  
 Omar Romero N.  
 M. V. 1605 145th St  
 Gloria Custumada  
 James A. Sanchez  
 James A. Sanchez 1634 145th St  
 Paula Nunez 1618 1/2 W 145th St GARDENA 90247



**To The City Of Gardena Planning Commission**

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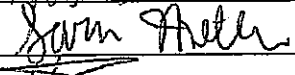

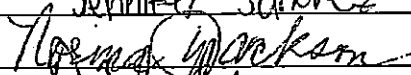
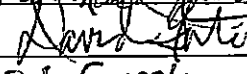
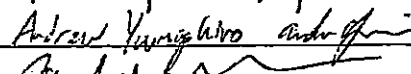
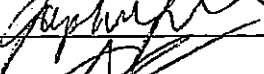


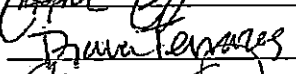
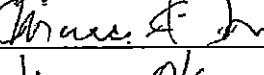
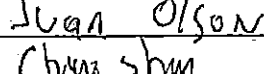
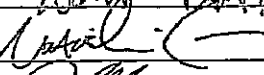

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 1650 145th St  
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 1505 146th St  
 1451 W 146th St Gardena CA 90247  
 1451 W 146th St Gardena 90247  
 1451 W 146th St Gardena 90247  
 1460 Heald Ave. Gardena 90247  
 14523 S. Purdy Ave. 90247  
 1418 W 146th St Gardena 90247  
 1325 W Roscombs Ave. Gardena 90247  
 14725 Normandie Ave #4 Gardena 90247  
 1415 W 148th St #4 GARDENA CA 90247  
 1411 W 148th St #3 Gardena CA 90247  
 1416 W 148th St #3 Gardena CA 90247  
 1412 148th St #5  
 15818 S. Danks Ave Apt A Gardena, CA 90247  
 Jorge Romero @ 1254 W 186th St GARDENA CA 90248  
 JORGE ROMERO A-1254 W 186TH ST GARDENA CA 90248  
 Benjamin Ramirez 1130 Marine Ave #10 Gardena CA 90247  
 LUCIANO PONCE SANCHEZ 13515 BUELONW AV GARDENA CA 90247  
 Deborah Weatherby 13012 Haas Ave Gardena, CA 90247



# To The City Of Gardena Planning Commission

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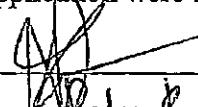
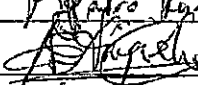

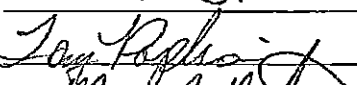

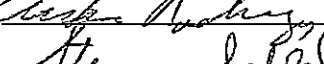
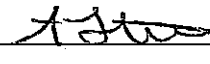
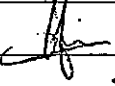
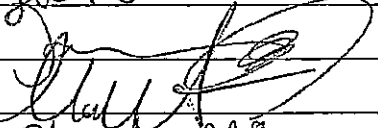
	15520 PINEAUX AVE GARDENA CA 90249
	39 Merit Park Dr. Gardena, CA 90247
	5 Catalina Ave Gardena, Ca 90247.
Jennifer Sanchez	13726 S. Answorth Gardena
	2907 W. 131st St.
	17123 Harvard Blvd., Gardena
Ed. Gonzalez	
KWANG SONG	15124 S. WESTEN AVE GARDENA
	18411 Evelyn Ave 90247
	18120 La Salle Ave 90248
	15015 Gramercy Pl Apt C
	14814 Lemoli Ave Gardena CA, 90249
	14814 Lemoli Ave Gardena Ca
	15332 Chanera Ave. Gardena Ca, 90249.
	2103 W 157th St Apt. 12, Gardena CA
Juan Olson	15424 S. Gramercy Pl. Gardena Ca 90249
Chung Shun	15424 Gramercy Pl. Gardena CA 90249
Brian Kim	15415 Gramercy Pl. Gardena CA 90249
Shane Borker	15401 Gramercy Pl. Gardena # 90249
Yvonne Banks	2109 W 219th St Gardena CA 90249
Yoshiko Banks	
	15325 Haas Ave. Gardena CA 90249
	15229 Haas Ave Gardena CA 90249



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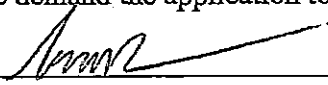
 1239 W Rosecrans Ave Gardena CA 90247  
Pedro Ramirez 1239 W Rosecrans Ave Gardena CA 90247  
 Angela 1360 W 135th St, Gardena, CA 90247  
 Jose Jimenez JIAJ 836 W #165th St. GARDENA, CA 90247  
 Tony Lopez  
Mina Silva GARDENA Small Business owner  
D. Martin 14417 S. Vermont Ave. Gardena Ca. 90247  
 3242 W. 154th St Gardena CA 90249  
 15017 Lenah Ave #4 Gardena CA 90249  
Steve Schler 2006 W 146th Blvd Gardena CA 90247  
Michelle Navarro 1259 W 187th St Gardena CA 90248  
MA 1153 West Gardena Blvd  
 1219 W. 170th St GARDENA CA 90247  
 1731 West 144 St apt B Gardena 90247  
Aronza Ferrer  
Carlos Solis  
Rebecca Solis  
E Estrada 1830 W 145th Gardena  
Yukin mba 2015 W. Redondo Beach Gardena CA 90247  
 2015 W. Redondo Beach Blvd Gardena  
1540 W. 195th St #2 GARDENA CA CA 90247  
Edmundo Mojono 1540 W. 195th St #2 Gardena CA 90247



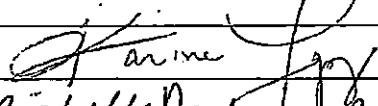
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1850<sup>W</sup> 150<sup>th</sup> St

GARDENA CA 90249

 15416 1559<sup>W</sup> 150<sup>th</sup> St Gardena CA 90249

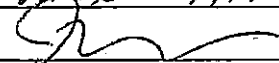
Michelle Rodriguez 15424 Gramercy Pl Gardena CA 90249

James De Bur

CARLOS RODRIGUEZ 15424 GRAMERCY PL GARDENA CA 90249

Juan Carlos

Alex Kim



10324 Gramercy Pl

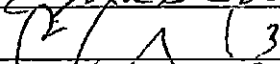
GARDENA

Edwin J. Cui 1956 154th Gardena CA



RICHARD D ROSE, 2040 W 154TH ST

GARDENA CALIF 90249



Carlos Castro, 1951 W. 153rd St Gardena CA.

Judy Mando 1951 W 153rd St Gardena CA.

Blanca Cruz 1441-B W. 146th St. Gardena CA 90247.

Lucy Pizarro 1354 W 145 PL Gardena CA 90247

Glaria Pizarro 1354W 145 PL Gardena CA 90247



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Richard Kim 1441 W. 146th St. Gardena CA 90247

Dan HEYMAN 1951 W. 154th ST GARDENA CA 90247

Sun Samfong 1934 W. 153rd St. Gardena, CA 90249

Robert Dae 1912 W. 153rd St Gardena, CA 90249

VICTORIA BUMI 15217 S GRAMERCY GARDENA 90249

Gregory MAZZOLA 1332 W 145th PLACE GARDENA CALIF. 90247

Maaf Hay 16949 WESTERN AVE #104 GARDENA CA 90247

Melissa Lombardi 170303 Bererolo Ave Gardena 90247

Jose Pina 1233 W 145th Pl Gardena, CA 90247

Scott Whithead 1214 W. 146th St Gardena 90247

CHLOE BOLAND 1238 W 146th St Gardena

Shirley Kim 14715 S. Redlong Gardena

14803 S Redlong Ave. Gardena

15029 S Redlong Ave 90247

ROBERT KIM 1441 W 146th St 90247

Jerry Kim 1441 W 146th St 90247

David Kim 1441 W 146th St 90247

Kim Meekyoung 1441 W 146th St 90247

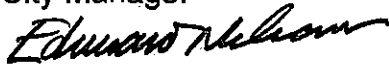
Joy Kim 1441 W. 146th St 90247

WILLIAM KIM



# **GARDENA POLICE DEPARTMENT**

## **INTER-DEPARTMENT MEMORANDUM**

**To:** Mitchell G. Lansdell  
City Manager  
  
**FROM:** Edward Medrano  
Chief of Police  
**DATE:** April 4, 2017  
**REF:** 17-067  
**SUBJ:** Massage Parlor Enforcement-  
Information requested by Mayor  
Cerde  
**CC:**

---

Please see the attached memo regarding information of massage parlors enforcement from 2014-2017. The information was requested by William Kavadas on behalf of Mayor Cerda. Of the ten massage parlors within the City of Gardena, only three locations were found to have no violations, nor suspensions during the time period 2014-2017.

EM/cm



# **GARDENA POLICE DEPARTMENT**

## **INTER-DEPARTMENT MEMORANDUM**

**TO:** Chief Ed Medrano

**DATE:** March 30, 2017

**FROM:** Lt. Mike Saffell 

**REF:**

**SUBJ:** Massage Parlor  
Enforcement- Information  
requested by Mayor Cerda

**CC:**

*Noted 03/30/17  
Capt. Dwyer*

---

William Kavadas requested the following information on behalf of Mayor Cerda. The following information summarizes a search of the CSU files for massage parlor inspections/operations from 2014-2017.

New Pacific Bay Retreat located at 1630 Redondo Beach Blvd. The operations resulted in two violations and five arrests.

La Revive Massage located at 14015 S. Van Ness Ave. The operations resulted in three violations and three arrests.

Euphoria Spa located at 1569 Redondo Beach Blvd. The operations resulted in one violation and two arrests.

Amy Acupressure located at 14312 S. Van Ness Ave. The operations resulted in two violations and three arrests.

Sunny Massage located at 14800 S. Western Ave. The operations resulted in three violations and five arrests. This location is currently closed and the owners have forfeited their license.

Lucky Star Foot massage located at 1375 Redondo Beach Blvd. The operations resulted in no violations.

Massage Spa and Me located at 16008 S. Western Ave. The operations resulted in no violations.

88 Lucky Spa (formerly called Thai Massage) located at 14614 S. Crenshaw Blvd. Under a previous name, the operations resulted in one violation and three arrests. Under the new name, the operations resulted in no violations.

Gardena therapy Center located at 16122 S. Western Ave. The location is closed.

Seoul Sauna located at 15212 S. Western Ave. The operations resulted in no violations.

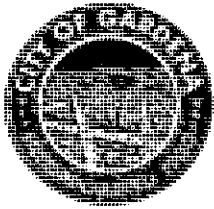
*"SERVICE WITH PRIDE AND PROFESSIONALISM"*



Of our ten massage parlors within the City of Gardena, only three locations were found to have no violations, nor suspensions during the time period 2014-2017.

*"SERVICE WITH PRIDE AND PROFESSIONALISM"*





**City of Gardena**  
**City Council Meeting**

Agenda Item No. 8. D. (1)

Department: Recreation/Human Services/  
Parks & Facilities

Meeting Date: 04/11/17

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: APPROVE THE INSTALLATION OF A RECYCLED IRRIGATION  
WATER SYSTEM AT ARTHUR JOHNSON MEMORIAL PARK, JN 927**

**COUNCIL ACTION REQUIRED:**

Approve the installation of a Recycled Irrigation Water System for Arthur Johnson Memorial Park.

**RECOMMENDATION AND STAFF SUMMARY:**

Staff respectfully recommends that the City Council approve the Installation of a Recycled Irrigation Water System at Arthur Johnson Memorial Park.

This project will include the following:

- A. The potable water supply lines now used to irrigate the park grounds will be disconnected from the potable meter and replaced with water lines from the new recycled water supply meter.
- B. The potable water supply will be reconnected to the present water lines feeding the park and gun range office, bathrooms, and sinks.
- C. The current potable water backflow devices to the irrigation system will be removed and replaced with relocated recycled water backflow devices.
- D. All recycled water supply irrigation parts to be identified, and appropriate signage to be posted. Both processes to be completed as to code.
- E. All new recycled water supply irrigation parts such as sprinkler heads, quick connect valves and water-controller sites, etc. will be identified according to Code and appropriate recycled water signage will be posted.

The total budget for this project is not to exceed \$60,000 and will be paid from Park-In-Lieu fees.

**FINANCIAL IMPACT/COST:**

Total Budget: \$60,000

Funding Source: Park-in-Lieu Fees

**ATTACHMENTS:**

Staff Report  
Site Map

Submitted by Kelly Fujio, Kelly Fujio, Director of Recreation  
Signature Human Services, Parks & Facilities

Date 4/5/17

Concurred by Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager  
Signature

Date 4/6/17



# CITY COUNCIL MEETING

## AGENDA STAFF REPORT

**Agenda Item No. 8. D. (1)**

**Department:** Recreation, Human Services, Parks, & Facilities

**Meeting Date:** 4/11/2017

### **AGENDA TITLE:**

Approve the Installation of a Recycled Irrigation Water System at Arthur Johnson Memorial Park, JN 927

### **RECOMMENDATION:**

Staff respectfully recommends that Council approve the installation of a Recycled Irrigation Water System at Arthur Johnson Park.

### **BACKGROUND:**

The City of Gardena negotiated the installation of a lateral recycled water-line to Arthur Johnson Park to be included in West Basin Municipal Water District's (WBMWD) project that was installing recycled water lines from El Segundo towards Long Beach. The potential project was celebrated at a ceremony at Arthur Johnson Park in 2016. The recycled water line became available when its construction path came close enough to Arthur Johnson Memorial Park to make the project feasible. The project will adjust water lines to feed recycled water through the park's irrigation lines while maintaining current potable water feeds to the park's bathrooms, water fountains and sinks.

The WBMWD project ran a lateral line to the curb on the North Side of Arthur Johnson Memorial Park at a cost that was sponsored by the Metropolitan Water District (MWD). Installing a water system through potable and recyclable meters and tying those feeds into appropriate recyclable irrigation lines and potable sink, bathroom and drinking fountain lines is the responsibility of the City of Gardena and will cost the City approximately \$60,000. That fee includes a 10% contingency fee and will qualify the City for a reimbursement incentive fee of up to \$9,623.

The savings of running irrigation water through a recycled water system at Arthur Johnson Memorial Park is based on the current use of potable water which measures approximately **9.87 acre-feet of water per year** for irrigation. This **9.87 acre feet** estimate was calculated by MWD in the analysis they did to calculate the City of Gardena's incentive reimbursement.

The **9.87 acre feet figure converts to approximately 4,300 CCF**. Golden State Water charges **\$3.86 per CCF** in the City of Gardena for potable water. Using the **4,300 CCF**, the City is currently spending **approximately \$16,600 on potable irrigation water** per year ( $4,300\text{CCF} \times \$3.86 \text{ per CCF} = \$16,598$ ) for Arthur Johnson Memorial Park.

Golden State Water charges **\$2.103 per CCF** for recycled water in the City of Gardena. This means the City will be spending **\$1.757 less per CCF** on recycled water for irrigation at the park and will realize a reasonable cost savings in future years.

The project cost of approximately \$60,000 would cover the following project items:

- 1) The location of water lines that would need to be identified as lines belonging to recycled water and potable water and where they would need to be taken apart at to keep the two types of water separate
- 2) Removal of the existing irrigation 6 inch backflow devices and water lines (Cut and Cap)
- 3) Removal of the existing irrigation 2-inch backflows (Cut and Cap)



- 4) Furnish, Identify, and install new 1" acme thread Recycled Water Quick Coupler (QCV) Valves and discard the existing
- 5) Furnish, Identify, and install new QCV Valve Boxes
- 6) Cut and Cap existing irrigatio mainline (4inch)
- 7) Supply and install new 2-inch potable RP
- 8) Supply and install new 2-inch potable RP meter
- 9) Supply and install new 4-inch RW mainline for recycled water
- 10) Cut and Cap existing potable main service
- 11) Reconnect potable water lines to firing range, exterior bathrooms and office bldg
- 12) Supply and install decal at controller
- 13) Supply and install RW tags
- 14) Supply and install "Do Not Drink" Signs
- 15) Remove existing 4-inch meter and vault
- 16) New 2-inch RW meter for Recycled Water
- 17) Contractor assistance for Cross-Connection Testing
- 18) Mobilization/Demobilization

**IN CONCLUSION,** Staff respectfully recommends that Council approve this money saving venture that is beginning to become a popular alternative source to aid in drought resistance, while saving important potable water supplies.

Submitted by: \_\_\_\_\_



Date: 4/5/17

Attachment A



LOS ANGELES COUNTY

HAWTHORNE

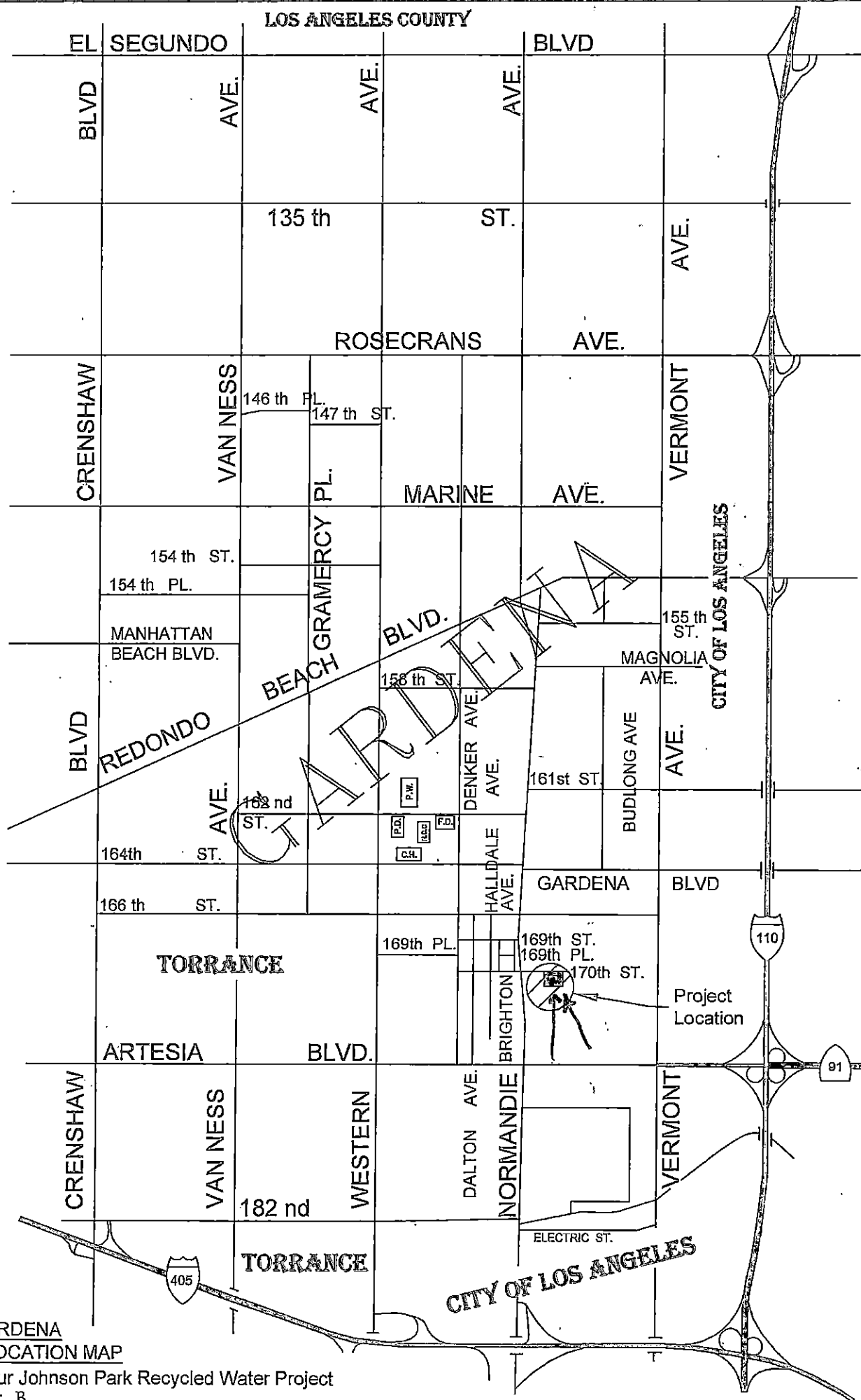
LOS ANGELES COUNTY



NTS

CITY OF GARDENA  
PROJECT LOCATION MAP

J.N. 0001 Arthur Johnson Park Recycled Water Project  
Attachment B







**City of Gardena**  
**City Council Meeting**

Agenda Item No. 8. D. (2)

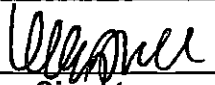

Department: Recreation/Human Services  
Parks & Facilities

Meeting Date: 04/11/17

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: APPROVE CARNIVAL CONTRACT WITH SIGNATURE  
EVENTS & CATERING FOR CARNIVAL AT MAS FUKAI PARK,  
APRIL 14, 15, 16, 2017**

<b><u>COUNCIL ACTION REQUIRED:</u></b> Approve Carnival Contract with Signature Events & Catering.	<b><u>Action Taken</u></b>
<b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b> Staff respectfully recommends that Council approve the attached Carnival Contract with Signature Events & Catering for the spring carnival to be held at Mas Fukai Park on April 14, 15, & 16, 2017.  The City of Gardena Recreation Division and the Gardena Sports Advisory Board have sponsored a Spring Carnival at Mas Fukai Park since 1987. The carnival serves as an annual fundraiser for the Sports Advisory Board and money raised is used to provide the City of Gardena sports and recreation programs with funding for directed needs, and other donations to the department as funds will allow.	
<b><u>FINANCIAL IMPACT/COST:</u></b> Amount of Expense: n/a Funding Source: n/a Anticipated Revenue: n/a	
<b><u>ATTACHMENTS:</u></b> Contract with Signature Events & Catering.	
Submitted by <u></u> , Kelly Fujio, Director of Recreation Signature Human Services, Parks, & Facilities Date <u>4/5/17</u>	
Concurred by <u></u> , Mitchell G. Lansdell, City Manager Signature Date <u>4/6/17</u>	



## A G R E E M E N T

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, at Gardena, Los Angeles County, California, by and between the City of Gardena, a municipal corporation of the State of California ("City") and Signature Events & Catering, 257 E. Redondo Beach Blvd., Gardena, CA 90248, a corporation authorized to do business in the State of California ("Vendor"). Based on the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

### 1. RECITALS

- A. The City desires to host the 2017 Carnival Festivities (the "Carnival") at Mas Fukai Park, 15800 S. Brighton Ave, on:

**Spring Carnival – April 14, 15 & 16 2017**

- B. The operating hours shall be as follows:

**Friday, April 14, 6PM – 11PM, Saturday April 15, 2PM -11PM,  
& Sunday, April 16, 2PM – 10PM**

- C. The City desires to have entertainment and refreshments available at said Carnivals, including the availability of rides as defined herein.
- D. Vendor represents that it is able and qualified to provide such entertainment and refreshments and the City desires to contract with Vendor for the same.

### 2. RIDES TO BE PROVIDED BY VENDOR:

Vendor shall provide a minimum of 4 Spectacular rides, and a minimum of 10 Major and Kiddie rides at each Carnival. The Sports Advisory Board will make the selection of rides from a list of available rides before Carnival set-up begins. Additional rides shall be provided if the City so desires. The precise number of rides will be dependent upon what the park grounds area will safely accommodate. If the grounds will accommodate less than 14 rides, then the City Recreation Division and Sports Advisory Board will make a choice.

The rides shall be in place and operating at all times during the operating hours of the Carnivals. The rides shall be maintained in a good and safe working order and display appropriate licensing.

### 3. TICKET SALES

- A. Vendor shall supply the tickets to be sold.
- B. Vendor shall supply a minimum of two air-conditioned ticket booths from which tickets are to be sold during Carnival operating hours. City shall have the option of selling ride tickets at the Carnival or



allowing Vendor to sell the tickets. In either case, Vendor will not receive compensation for selling the tickets unless a separate written agreement is entered into between the parties.

C. All ride tickets sold on the Carnival grounds on for the **April 14, 15, 16, 2017** event will be offered as follows.

- a). **"Pay One Price" (POP)**: This special wrist band shall cost \$25.00 and can be used on Friday night. The wristband will allow one to ride any ride by showing the wristband at a ride entrance. Vendor shall supply the wristbands.
- b). **Traditional Individual Tickets** shall also be available on all three days of the even and will be priced as follows. Tickets will be offered at \$35 for 45 tickets, \$20 for a strip of 20 tickets or \$1.00 per ticket. Kiddie rides will take 3 tickets per person, Major rides will take 4 tickets per person and Spectacular rides will take 5 tickets per person depending on the rate that the ride is set by the Vendor.

#### 4. GAMES.

Vendor shall have the exclusive right to provide Carnival games.

#### 5. REFRESHMENTS.

Vendor shall be the sole supplier of refreshment trailer(s) for food items that will consist of: Cotton Candy; Corn Dogs; Pop-Corn; Snow Cones; Candy Apples; Nachos; and deep fried Burritos. City has the option to sell any other additional food items including Hot Dogs, Hamburgers, & Taco Boats if it chooses to do so. Both parties can sell beverages as long as they are sold for the same price as agreed upon by Vendor and City.

#### 6. ADVERTISEMENT.

Vendor shall be responsible for promotion of the Carnival.

- A. Vendor shall supply two-hundred (200) posters in a reasonable time, prior to each event, for each Carnival at no cost to the City. The City may request, and Vendor shall supply, additional posters at the time of the initial delivery. The posters shall be approximately sixteen inches (16") by twenty four (24") in size.

#### 7. ELECTRICITY.

Vendor agrees to supply a generator trailer to power the rides, food and game booths located on the Carnival grounds during Carnival hours. This power will provide electrical outlets for food preparation units and lights to each booth. Vendor will be responsible for connecting game and food booth lights, and food booths will be responsible for connecting their particular electrical cooking utensils to the provided electrical outlets.



8. SECURITY. Vendor shall supply two off-duty Gardena Police Officers for the Carnival grounds during the evening operating hours, of 7 PM to close.
9. SET-UP/BREAK-DOWN.
  - A. Vendor shall set-up only during the hours of 7:00 AM to 6:00PM beginning on the Wednesday before each Carnival event date, and shall breakdown only during the hours of 7:00AM until 6:00PM on the Monday and Tuesday following each Carnival event date. The Carnival will cease to operate including generators at closing time or sooner on each operating date except Sunday. On Sunday the Carnival will close at 10PM and the generators and all activities will cease by 11PM. Vendor shall remove the Carnival in its entirety by 7:00PM on the Tuesday following the Carnival event date. In consideration of the residents who live around Mas Fukai Park (carnival location), Vendor and its workers shall abide by the operating hours set forth in Section 1.B., above and the set-up and break-down hours set forth in this paragraph (9). Violation of this Section may result in the loss of the Security Deposit as provided in Section 17 below.
  - B. In the event that Vendor requires storage of Carnival equipment at Mas Fukai Park, 15800 S. Brighton Avenue, Gardena, before the Wednesday set-up date stated in Section 9, Paragraph A, above. Vendor must provide written notice to the City stating the additional dates requested for storage of carnival equipment. The Vendor or the Sports Advisory Board will be charged a space rental fee of \$221 per each day that equipment is going to be stored before the Wednesday set up date. This total amount must be paid to the City of Gardena before any equipment is brought onto the facility.
  - C. An additional fee of \$221 per day will be charged for any equipment stored past the following Tuesday carnival event date as stated in Section 9, Paragraph A, above. Vendor must provide written notice to the City stating the additional dates requested for storage of carnival equipment. Written request and total amount due must be paid to the City of Gardena before any equipment is brought onto the premises.
  - D. The carnival company will store all equipment on the field known as Diamond #1.
  - E. Violation of this section may result in the loss of the security deposit as provided in section 17 below.
10. TERMINATION. City may terminate this Agreement, with or without cause, by giving ten (10) days written notice to the other party.
11. COMPENSATION. Vendor shall pay compensation to the City as follows:



A. FOR THE RIDES:

**Carnival – April 14, 15, 16, 2017** - City shall receive Twenty-five Percent (25%) of the gross ticket sales received by Vendor for such rides.

B. FOR THE GAMES:

**Carnival – April 14, 15, 16, 2017** CITY shall receive a flat fee of one thousand dollars (\$1,000.00) for up to the first ten games supplied and an additional one hundred dollars (\$100.00) per game for any amount supplied thereafter.

C. FOR THE REFRESHMENTS:

CITY will receive no compensation for refreshments sold by Vendor.

D. Vendor shall make cash payment to the CITY of Gardena, through the Sports Advisory Board, no later than midnight on:

**Sunday, April 16, 2017** following the close of the Carnival.

E. The Vendor and the GYSAB will each submit a financial report including revenue and expense detail for the carnival. Each report shall be either mailed or delivered to the Recreation, Human Services, Parks, and Facilities Director within 7 days of the close of the carnival.

12. **EXCLUSIVE RIGHTS.** Vendor shall have exclusive rights to provide all amusement rides, the games set forth above, and the refreshments set forth above in Section 5. Nothing herein shall prevent the City its officers, agents, or employees from providing additional refreshments other than those specifically set forth above in Section 5.

13. **INSURANCE REQUIREMENTS**

- A. **COMMENCEMENT OF WORK.** Vendor shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Vendor must have and maintain in place all of the insurance coverage required in this Section. Vendor insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Vendor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Vendor's insurance may cover all subcontractors.



- B. **INSURANCE COMPANY REQUIREMENTS.** Insurers admitted to do business in the State of California shall issue all insurance policies used to satisfy the requirements imposed hereunder. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.
- C. **COVERAGE, LIMITS, AND POLICY REQUIREMENTS.** Vendor shall maintain the types of coverage and limits indicated below:
- 1) **COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provide by and to the extent afforded by Insurance Services Office Form CG2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage's under this policy shall be no less than two million dollars (\$2,000,000.00) per occurrence.
  - 2) **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than two million dollars (\$2,000,000.00) per accident.
- D. **POLICY REQUIREMENTS.** The policies set forth shall comply with the following, as evidenced by the policies or endorsements to the policies:
- 1) The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured's to the policy.
  - 2) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested of any cancellation, non-renewal or material change in coverage.
  - 3) For any claims with respect to the Services covered by this Agreement, Vendor insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents, and volunteers shall be excess of Vendor insurance and shall not contribute with it.
- E. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** - A policy, which meets all statutory, benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be



issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

- F. **ADDITIONAL REQUIREMENTS.** The procuring of such required policies of insurance shall not be construed to limit Vendor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Vendor in writing of changes in the insurance requirements. If Vendor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within thirty (30) days of receipt of such notice, Vendor shall be deemed in default hereunder.
  - G. **DEDUCTIBLES.** Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retention with respect to City, its officers, employees, agents and volunteers, (with additional premium, if any to be paid by Vendor) or Vendor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
  - H. **VERIFICATION OF COMPLIANCE.** Vendor shall furnish City and Recreation Division Office with original policies or certificates and endorsements effecting coverage required by the Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by the Agreement, Vendor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Vendor shall provide full copies of any requested policies to City within three (3) days of such request by City.
  - I. **TERMINATION FOR LACK OF REQUIRED COVERAGE.** If Vendor, for any reason fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Vendor's expense and/or terminate this Agreement.
14. **INDEMNIFICATION.** Vendor shall defend, indemnify and hold harmless City, its officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or consequential damages of any nature,



including attorney's fees arising out of, or in any way connected with performance of this Agreement by Vendor, Vendor agents, employees, subcontractors, or independent contractors hired by Vendor. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor.

15. **RESTORATION OF PREMISES.** Upon completion of the Carnival on, **April 14, 15, 16, 2017**, Vendor shall restore park facilities to the condition they were in prior to installing entertainment and refreshment facilities. Failure to properly restore the park facilities after the Carnival shall constitute cause for denying any future contracts with vendor.
16. **INDEPENDENT CONTRACTOR.** Vendor is and shall at all times remain as to the City a wholly independent contractor. Neither the city nor any of its officers, employees, agents or volunteers shall have control over the conduct of Vendor or any of its officers, employees or agents.
17. **SECURITY DEPOSIT.** Vendor, or the Sports Advisory Board, on behalf of Vendor, shall post a refundable \$1,000 cash deposit with the City. This security deposit shall cover any damage, which may occur to the facility at Mas Fukai Park that is related to the Carnival, including costs incurred due to a failure of Vendor to restore the premises in accordance with Section 15, above. Should the City need to draw upon the deposit after said Carnival, Vendor shall restore the amount of the deposit to \$1,000.
18. **ELECTRICAL PERMIT.** Vendor agrees to timely apply for and secure permits required by the City Building Code. Carnival will not be permitted to begin without such permit. City shall waive fees for the electrical permit.
19. **LICENSES.** Vendor shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including but not limited to, a City Business License. The City Business License for Vendor shall be in good standing before an electrical permit shall be issued. Vendor shall be responsible for payment of business license fees.
20. **ASSIGNMENT.** Vendor shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, without the prior written consent of the City.
21. **NOTICE.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be written and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:



CITY: City of Gardena  
Kelly Fujio, Director  
Recreation, Human Services, Parks, & Facilities  
1670 West 162<sup>nd</sup> Street  
Gardena, California 90247

CARNIVAL: Signature Events & Catering  
Ron Waldman  
257 E Redondo Beach Blvd.  
Gardena, California 90248

A notice shall be deemed to have been served upon the date of personal service or three (3) calendar days after the same has been deposited in the United States Postal Service.

22. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
23. **COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable laws, ordinances, codes, and regulations, of the federal, state, and local government. /
24. **CONFLICT OF INTEREST AND REPORTING.** Vendor shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Vendor shall comply with the City's Conflict of Interest reporting requirements. Vendor understands that pursuant to Gardena Municipal Code section 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an office holder, until the completion of services to be performed under this Agreement.
25. **AUTHORITY TO EXECUTE.** The persons executing this agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
26. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recovery of attorney's fees and court costs from the opposing party.
27. **PREPARATION OF AGREEMENT.** Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally and shall not be



interpreted against either party on the ground that one party prepared the Agreement or caused it to be prepared.

28. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. ENTIRE AGREEMENT. This Agreement contains the entire understanding between City and Vendor. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

IN WITNESS WHEREOF, the City and Vendor have executed this Agreement the date and year first above written.

CITY

\_\_\_\_\_  
MAYOR OF THE CITY OF GARDENA

ATTEST \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

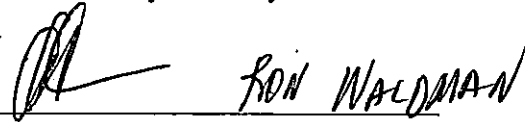
BY:



City Attorney

VENDOR:

BY:



SIGNATURE EVENTS & CATERING

TITLE:

MANAGER





**City of Gardena**  
**City Council Meeting**

Agenda Item No. 8. D. (3)

Department: Recreation/Human Services  
Parks & Facilities

Meeting Date: 04/11/17

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**AGENDA TITLE: APPROVAL OF A CAPITAL EXPENDITURE PLAN FOR THE RECREATION DIVISION IN THE AMOUNT OF \$ 404,000 TO BE FUNDED THROUGH THE PROCEEDS OF THE PREPAYMENT OF THE GROUND LEASE FOR THE CELL TOWER AT VINCENT BELL PARK, 14708 SOUTH HALLDALE AVENUE, GARDENA**

**COUNCIL ACTION REQUIRED:**

Approve capital expenditure plan

**Action Taken**

**RECOMMENDATION AND STAFF SUMMARY:**

At the December 13, 2016 Council Meeting, the City Council authorized the City Manager to enter into an agreement with Phoenix Tower International to prepay the ground lease for the cell phone tower at Vincent Bell Park, 14708 South Halldale Avenue in Gardena. The agreed prepayment plan was negotiated to include the payment equivalent of eight years of monthly payments to a total of \$ 404,000.

The City Manager met with Recreation staff to discuss the most pressing capital expenditure needs at Bell Park as well the next closest parks, Mas Fukai and Arthur Johnson Parks. Staff recommends that the City Council allocate those funds to be used for the following projects:


- 1) **Bell Park:** Replace picnic shelters, bleachers, fencing, netting, asphalt. Renovate recreation building, basketball courts and restrooms - \$ 269,000
- 2) **Johnson Park:** Repair roof - \$ 10,000
- 3) **Fukai Park:** Replace picnic shelter and add concrete, replace bleachers. Renovate restrooms - \$ 125,000

Freeman Park just received approximately \$ 70,000 in upgrades and there is a \$ 600,000 renovation plan occurring at Rowley Park at this time.

**FINANCIAL IMPACT:** Expenditures of \$ 404,000 from the General Fund

Revenues of \$ 404,000 from the sale of the Cell Tower Lease at Bell Park

**ATTACHMENTS:** Capital Expenditure Plan in the amount of \$ 404,000

Submitted by , Kelly Fujio, Director of Recreation,  
Signature Human Services, Parks, & Facilities

Date 4/6/17

Concurred by , Mitchell G. Lansdell, City Manager  
Signature

Date 4/6/17  
1/1

c:



## 2017 BELL PARK CELL TOWER PREPAYMENT PROJECT REQUEST

Facility	Project	Issue or Reason for Renovation Need	Funding Requested
Bell Park	Replace two picnic shelters and amenities	Both picnic shelters are old, rusted and worn.	\$ 100,000
Bell Park	General park repairs: Repair asphalt around diamonds, replace bleachers, replace fencing/netting, add sand/clean walkways.	The asphalt around the baseball diamond is cracked and poses a huge safety hazard. A large tree was removed years ago and a huge hole remains. Bleachers are old and cracking, the fencing is rusted, netting has holes. Sand and rubber surface needs to be replaced.	\$ 79,000
Bell Park	Replace basketball standards, resurface courts	The basketball courts are old and without safety standards. The courts have not been updated or resurfaced in over 25 years.	\$ 20,000
Bell Park	Renovate restrooms, building and office	The restrooms are very old and need to be completely renovated. The office and building needs updating.	\$ 70,000
Johnson Park	Repair roof	The roof is compromised, leaks and needs to be replaced.	\$ 10,000
Fukai Park	Replace picnic shelter/add asphalt	The picnic shelter is old, rusted and needs to be replaced.	\$ 60,000
Fukai Park	Replace bleachers	The bleachers are old, broken and need to be replaced.	\$ 15,000
Fukai Park	Diamond #1 RestroomsUpdate	The restrooms are very old and need to be completely renovated, including replacing all fixtures, adding handicapped accessibility features.	\$ 50,000
<b>TOTALS</b>			<b>\$ 404,000</b>



**2017 PARK IMPROVEMENTS**  
(Bell Park Cell Tower Buyout Funded Plan)

**BELL PARK**

Picnic Shelter Replacement  
\$ 100,000



**BELL PARK**

General Park Repairs  
Asphalt, bleachers, fencing, netting, sand, walkways  
\$ 79,000



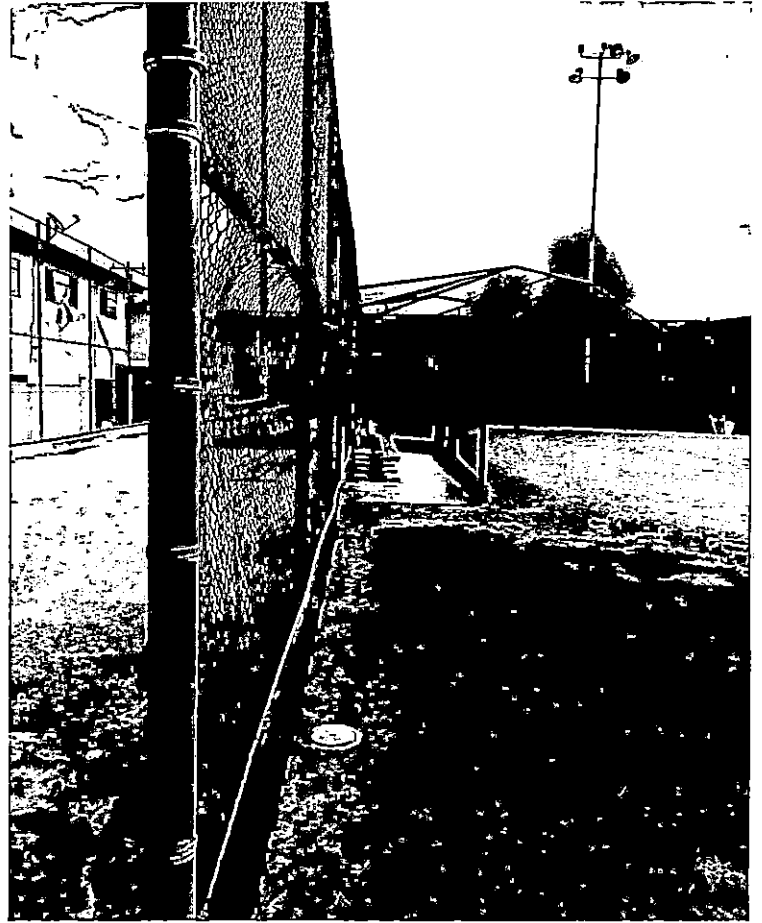
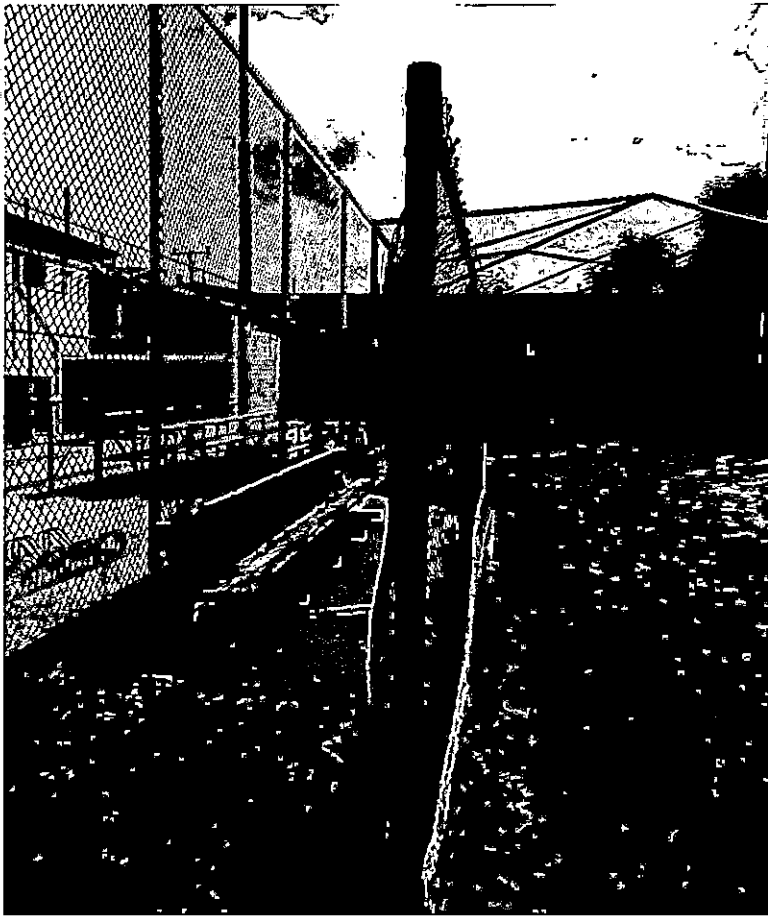


## BELL PARK

### General Park Repairs

Asphalt, bleachers, fencing, netting, sand, walkways

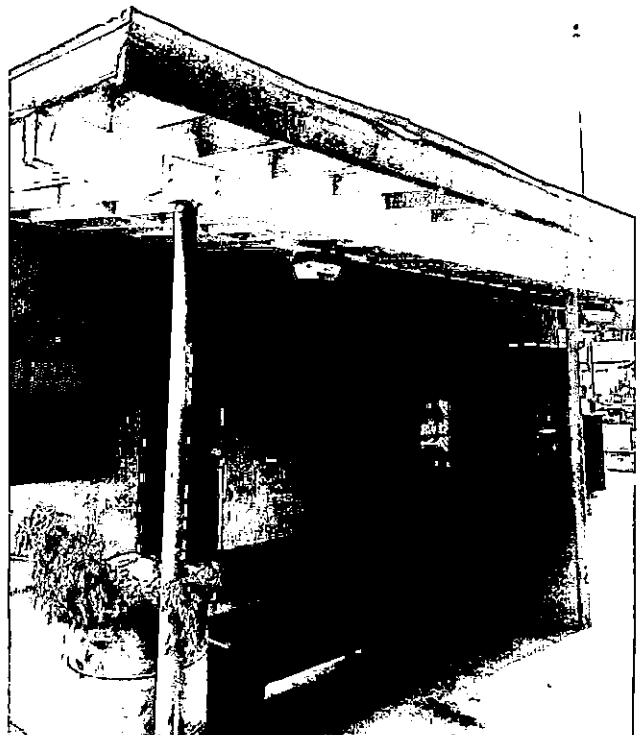
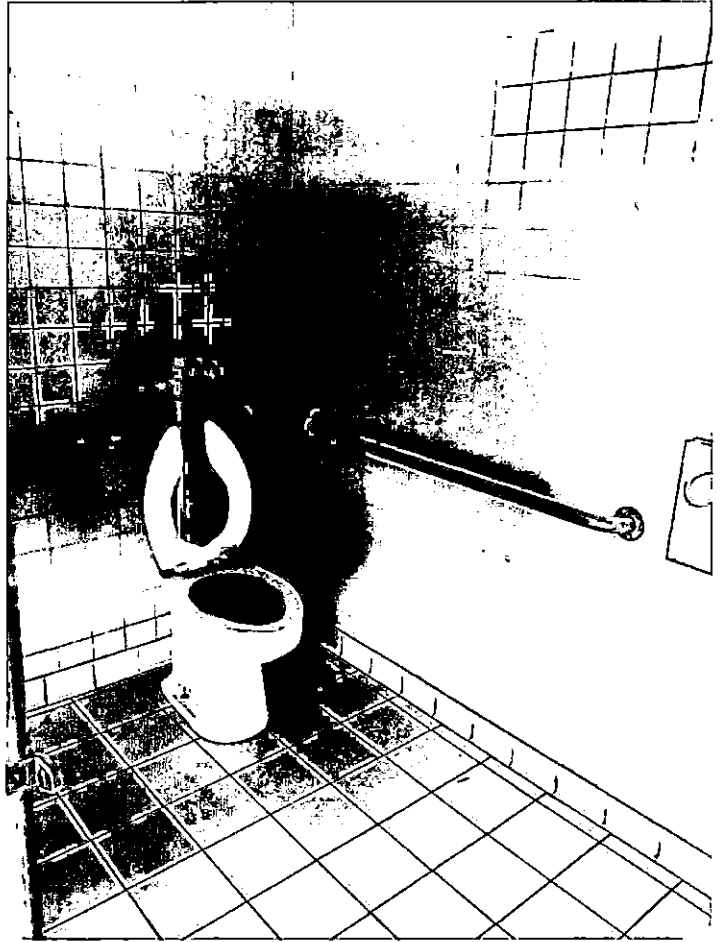
\$ 79,000





## BELL PARK

Renovate Restrooms, Building, Office  
\$ 70,000





## BELL PARK

Renovate Basketball Courts

\$ 20,000



## JOHNSON PARK

Roof Replacement

\$ 10,000



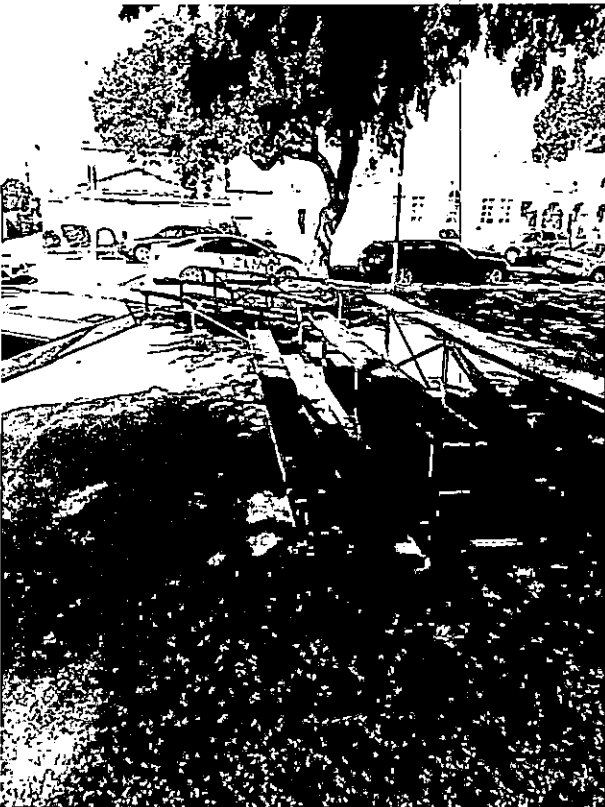
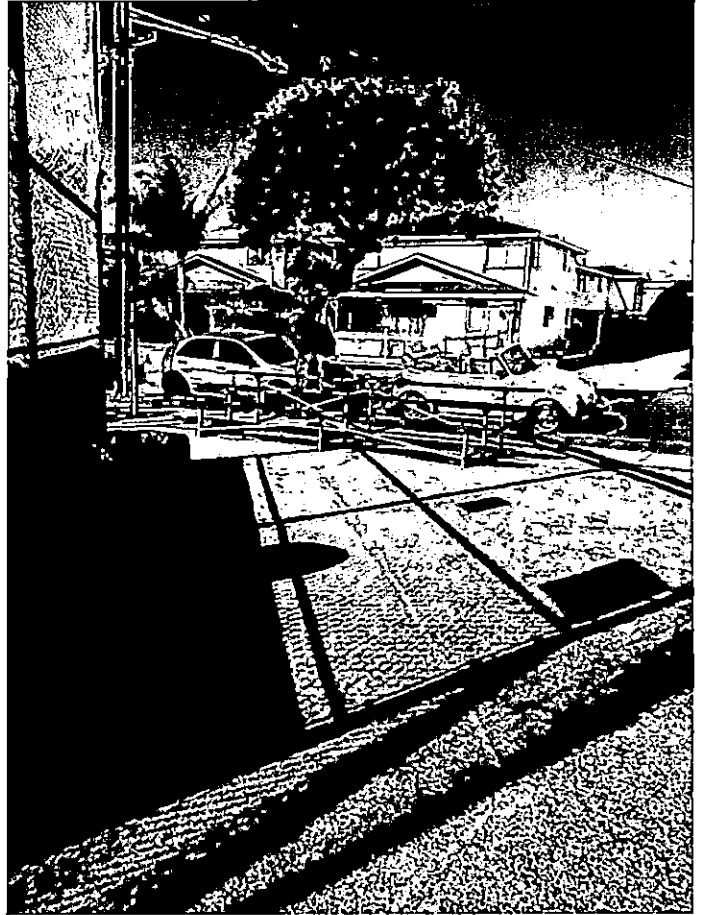


**FUKAI PARK**  
Picnic Shelter Replacement  
\$ 60,000



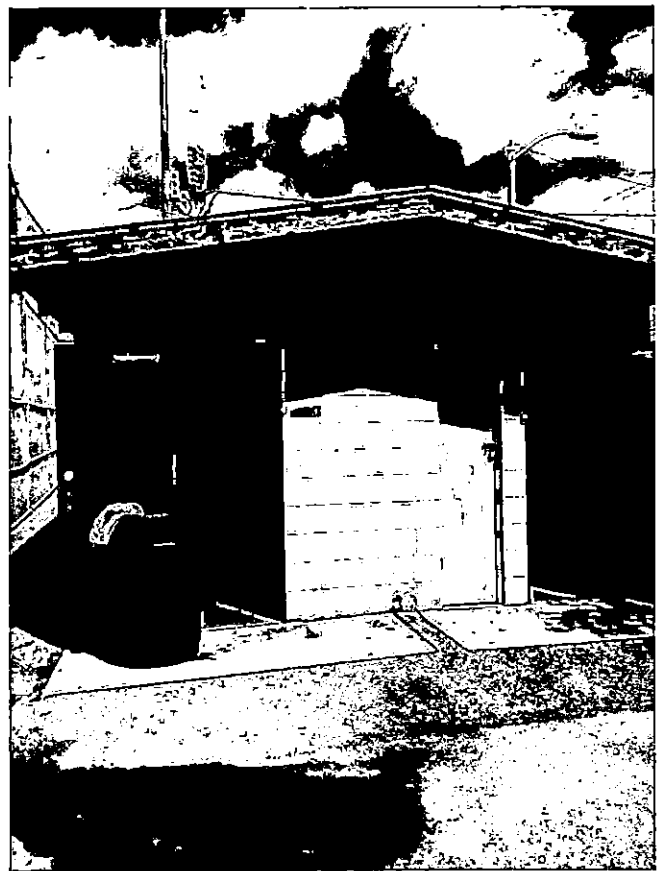
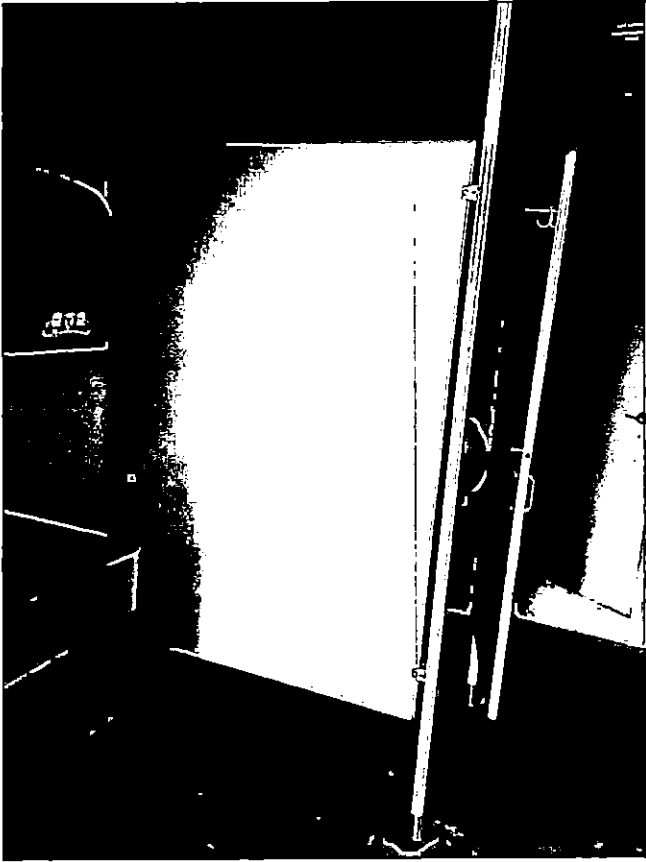


**FUKAI PARK**  
Bleacher Replacement  
\$ 15,000





**FUKAI PARK**  
Restrooms Upgrade  
\$ 50,000







# City of Gardena City Council Meeting

## AGENDA REPORT SUMMARY

Agenda Item No. 8.E. (1) (a) & (b)

Department: Transportation

Meeting Date: April 11, 2017

Resolution No: 6260

Resolution No: 6261

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: FY 2017 LOW CARBON TRANSIT OPERATION PROGRAM (LCTOP)

- (a) **RESOLUTION NO. 6260: AUTHORIZING PROJECT SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**
- (b) **RESOLUTION NO. 6261: AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES**

### COUNCIL ACTION REQUIRED:

### Action Taken

Staff respectfully recommends that Council:

- Adopt Resolution No. 6260: authorizing project submittal to the California Department of Transportation for FY 2017 LCTOP funding.
- Adopt Resolution No. 6261: authorizing the Director of Transportation to execute the Certification and Assurances for the LCTOP program allocation request

### RECOMMENDATION AND STAFF SUMMARY:

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit Affordable Housing and Sustainable Communities Program established by the California Legislature on 2014 in Senate Bill 862. The program is designed to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority of service disadvantaged communities. This program is funded by auction proceeds from the California Air Resource Board's (CARB) Cap-and-Trade Program. For FY 2016-2017, GTrans is eligible to receive \$51,456 under this program. LCTOP funding will be allocated to the expanded bus service on Line 1X between July 1, 2017, and June 30, 2018.

To complete the application process and receive the funds, GTrans is required to submit a resolution authorizing the Mayor or her designee to act on behalf of the City Council and GTrans for the purposes of this program. A resolution is also required to approve the project and project request under LCTOP.

Therefore, it is recommended that Council adopt Resolution No.6260 and No.6261 authorizing the Director of Transportation to apply, execute, and amend FY 2017 and future LCTOP grants with the California State Department of Transportation.

### FINANCIAL IMPACT/COST:

Under the LCTOP Program, GTrans will receive \$51,456 to support its Line 1X expanded service. There is no impact to the General Fund.

### ATTACHMENTS:

- A. City of Gardena – Resolution No. 6260 and Resolution No.6261
- B. LCTOP Authorized Agent Form

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director Date 4/5/17

Concurred by Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager Date 4/5/17



RESOLUTION NO. 6260

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT: CITY OF GARDENA GTRANS – LINE 1X EXPAND TRANSIT BUS SERVICE; \$51,456 (FY 2017)**

WHEREAS, the City of Gardena is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (“Department”) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Gardena wishes to implement the LCTOP project(s) listed above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. That the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

SECTION 2. That it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY 2016-17 LCTOP funds:

*The GTrans Expand Transit Service – Line 1X Project, in the amount of \$51,456 (FY 2017), expands transit service on GTrans’ Line 1X traveling from the Metro Green Line Redondo Beach Station to downtown Los Angeles using the Harbor Freeway (I-110) in Los Angeles County, enhancing mobility and reducing greenhouse gas emissions in and around disadvantaged communities served by GTrans.*

SECTION 3. That this Resolution shall be effective immediately.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 11<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
Tasha Cerda, Mayor

ATTEST:

\_\_\_\_\_  
Mina Semenza, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Peter L. Wallin, City Attorney



**RESOLUTION NO. 6261**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)**

WHEREAS, the City of Gardena's GTrans is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Gardena wishes to delegate authorization to execute these documents and any amendments thereto to the Director of Transportation or his designee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. That GTrans of the City of Gardena, as the fund recipient, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

SECTION 2. That the Director of Transportation be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

SECTION 3. That this Resolution shall be effective immediately.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 11<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
Tasha Cerda, Mayor

ATTEST:

\_\_\_\_\_  
Mina Semenza, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Peter L. Wallin, City Attorney





FY 2016-2017 LCTOP  
Authorized Agent

AS THE MAYOR  
(Chief Executive Officer/Director/President/Secretary)

OF THE CITY OF GARDENA  
(Name of County/City Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Ernie Crespo, Transportation Director OR  
(Name and Title of Authorized Agent)

Dana Pynn, Transit Administrative Officer OR  
(Name and Title of Authorized Agent)

\_\_\_\_\_  
(Name and Title of Authorized Agent)

TASHA CERDA MAYOR  
(Print Name) (Title)

\_\_\_\_\_  
(Signature)

Approved this 11th day of April, 20 2017

Only needed if there is a change in the Authorized Agent(s).





**City of Gardena**  
**City Council Meeting**

Agenda Item No. 8.E. (2)  
Department: Transportation  
Meeting Date: April 11, 2017

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL**

**AGENDA TITLE: Project Funding Agreement between the Los Angeles County Metropolitan Transportation Authority (LACMTA) and the City of Gardena for the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program**

**COUNCIL ACTION REQUIRED:**

Staff respectfully recommends that Council approve the Memorandum of Understanding (MOU) by and between the Los Angeles County Metropolitan Transportation Authority (Metro) and the City of Gardena for the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program.

**Action Taken**

**RECOMMENDATION AND STAFF SUMMARY:**

Metro ExpressLanes is a program designed to improve traffic flow and provide enhanced travel options in Los Angeles County through the use of congestion pricing. State law requires the net toll revenues generated from the Metro ExpressLanes be reinvested in the corridor from which they were derived. Metro accomplishes this through its Net Toll Revenue Reinvestment Grant Program. The Program's primary objective is to increase mobility and person throughput via implementation of integrated strategies that enhance transit operations, transportation demand management, transportation systems management, active transportation, and capital investments within a three-mile radius of the I-10 and I-110 corridors.

Under its most recent solicitation, GTrans was awarded funding for its Intelligent Transportation System Project which consists of an integrated computer automated dispatching/automated vehicle location (CAD/AVL) solution, and includes the capabilities for a future real-time passenger information system and Transit Signal Priority (TSP). GTrans was awarded \$1,375,000 in funding towards the project. In order to access these funds, GTrans is required to enter into an agreement with Metro governing the use and reporting of these funds.

Therefore, it is recommended that Council authorize the execution of the attached funding agreement between Metro and the City of Gardena for the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program.

**FINANCIAL IMPACT/COST:**

GTrans was awarded \$1,375,000 through this Program for the Intelligent Transportation System Project, which requires a local match of \$800,000. There is no impact to the General Fund.



**ATTACHMENTS:**

A. Funding Agreement—Metro ExpressLanes Net Toll Revenue Reinvestment Funds Program #MX201431

Submitted by Ernie Crespo, **Ernie Crespo, Transportation Director** Date 4/4/17  
Signature Name, Title

Concurred by Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager Date 8/5/17  
c:



**FUNDING AGREEMENT**  
**Metro ExpressLanes Net Toll Revenue Reinvestment Funds**

This Funding Agreement ("Agreement") is dated January 6, 2017 for reference purposes only, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Gardena ("Grantee") for Gardena Transits Innovative ITS Rollout – Metro ExpressLanes Net Toll Revenue Re-Investment Grant ID# MX201431 as described in this Agreement and the attachments hereto (the "Project").

WHEREAS, LACMTA operates the ExpressLanes on the I-10 and I-110 corridors. LACMTA is the agency responsible for administering the net toll revenues and reinvesting net toll revenues in the corridors in where generated; and

WHEREAS, on October 22, 2015, the Board of Directors of LACMTA approved the Metro ExpressLanes Round2 Net Toll Revenue Reinvestment Guidelines, based on lessons learned from Round 1 of the grant program and established Round 2 of a competitive discretionary grant program to reinvest ExpressLanes net toll revenue ("Net Toll Revenue Reinvestment Funds") in transit use, roadway improvements, and system connectivity/active transportation in the I-10 and I-110 corridors; and

WHEREAS, on August 25, 2016, the Board of Directors of LACMTA approved the ExpressLanes Net Toll Revenue Reinvestment Grant Expenditure Plan, authorizing the award of Net Toll Revenue Reinvestment Grant funds to Grantee; and

□

WHEREAS, LACMTA and GRANTEE desire to agree to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B – Project Schedule and Budget
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E – Project Milestones Schedule
9. Attachment F – Lapsing Policy
10. Any other attachments or documents referenced in the above documents



In the event of a conflict, the Specific Terms of this Agreement and Attachments A, B, C, D, D1, E and F shall have precedence in that order and shall prevail over the General Terms of this Agreement.

:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

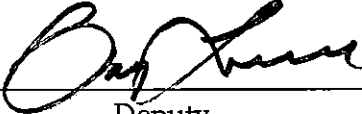
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip A. Washington  
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By:  \_\_\_\_\_ Date: 3/1/17  
Deputy

GRANTEE:

CITY OF GARDENA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
TASHA CERDA  
Mayor

APPROVED AS TO FORM:

By:  \_\_\_\_\_ Date: 4/3/2017  
Peter L. Wallin  
City Attorney



**PART I**  
**SPECIFIC TERMS OF THE AGREEMENT**

1. Title of the Project (the "Project"): Gardena Transits Innovative ITS Rollout. LACMTA ExpressLanes Net Toll Revenue Reinvestment Grant ID# MX201431.
2. To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the Net Toll Revenue Reinvestment Funds, in the amount of \$1,375,000 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of August 25, 2016, granted the Funds to Grantee for the Project.
3. This one-time grant shall be on a reimbursement basis. Grantee must provide the appropriate supporting documents with the Quarterly Progress/Expenditure Report, attached to this Agreement as Attachment D1.
4. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds programmed by LACMTA and the Grantee Funding Commitment (local match). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. Grantee shall contribute the Grantee Funding Commitment (local match), if any, to the Project in the amounts and toward the work scopes, all as specified in Attachments B and E. In each Quarterly Progress/Expenditure Report, Grantee shall report on the use of Grantee Funding Commitment which should be consistent with Attachments B and E. If Grantee does not meet its local match commitment, it shall be considered a default under this Agreement and LACMTA will have the remedies available to it under Part II, Section 10. Any changes in the Grantee Funding Commitment must be made by mutual agreement of the parties and documented in an amendment to this Agreement.
6. Grantee shall complete the Project as described in the "Scope of Work," attached to this Agreement as Attachment C. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee. Project work shall be delivered in accordance with the Schedule and Budget, attached to this Agreement as Attachment B, and the Project Milestones Schedule, attached to this Agreement as Attachment E, consistent with the Lapsing Policy, attached to this Agreement as Attachment F. If Grantee is consistently behind schedule in meeting milestones or in delivering the Project in accordance with Attachments B and E, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Sections 9 and 10.
7. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment D). The form of the Quarterly Progress/Expenditure Report is attached as Attachment D1. LACMTA will withhold 'five percent (5%)' if Grant Amount is over \$1 Million] of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of the Scope of Work.



8. The duration of the Project, as evidence in Attachment B, shall be thirty-six (36) months and all eligible costs shall be incurred during this period. However, the Funds may be deobligated if Grantee fails to use the Funds in accordance with Lapsing Policy. To the extent the Lapsing Policy is inconsistent with any other term of this Agreement, the Lapsing Policy shall govern.

9. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee.

10. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Silva Mardrussian; Mail Stop 99-9-2  
Email:

Grantee's Address:

City of Gardena  
13999 South Western Avenue  
Gardena, CA 90249  
Attention: Ernie Crespo (310)965-8801  
ecrespo@cityofgardena.org



**PART II**  
**GENERAL TERMS OF THE AGREEMENT**

**1. TERM:**

1.1 The term of this Agreement shall commence on the date this Agreement is fully executed and, shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse Grantee any costs incurred after the effective date of such termination.

**2. INVOICE BY GRANTEE:**

2.1 Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements. Expenses that are not invoiced within sixty (60) days after the Lapsing Date as defined in Part II, Section 8.1 below are not eligible for reimbursement.

Send invoice with supporting documentation to:

**Los Angeles County Metropolitan Transportation Authority**

**Accounts Payable**

**P. O. Box 512296**

**Los Angeles, CA 90051-0296**

Re: LACMTA Grant ID# MX201431 and Agreement# 920000000MX201431

Attention Silva Mardrussian, 9<sup>th</sup> Floor, MS 99-9-2

**3. USE OF FUNDS:**

3.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted Metro ExpressLanes Net Toll Revenue Reinvestment Guidelines (the "Guidelines"). Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions contained herein and in the Guidelines.



3.2 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, Grantee shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment C).

3.3 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles cannot award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.4 Grantee's employee, officers, councilmembers, board members, agents, or consultants (a "Grantee Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a Grantee Party, (b) any member of a Grantee Party's immediate family, (c) a partner of a Grantee Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, Grantee shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see [http://www.metro.net/projects/call\\_projects/](http://www.metro.net/projects/call_projects/).

3.6 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [http://www.metro.net/projects/call\\_projects/](http://www.metro.net/projects/call_projects/).

3.7 Grantee is obligated to continue using the Project consistent with the ExpressLanes Net Toll Revenue Reinvestment purposes for which the Project was approved. Any Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If Grantee desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in



the Scope of Work, Grantee must obtain LACMTA's written consent prior to purchasing or leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, Grantee will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to Grantee Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any software is developed with the Funds and if Grantee ceases to use the software for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, Grantee will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to Grantee Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.12 If Grantee desires to use any Project facility or any real property purchased to implement the Project to generate revenue, Grantee shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. Grantee shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how Grantee plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If Grantee fails to obtain LACMTA's prior written consent, Grantee shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.13 Grantee understands that this Agreement does not provide any rights for Grantee to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, Grantee will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide Grantee with any real estate right.



4. **DISBURSEMENT OF FUNDS:**

4.1 Grantee shall submit the Quarterly Progress/Expenditure Report, attached to this Agreement as Attachment D1, within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within ten (10) days of the due date and/or Grantee submits incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [http://www.metro.net/projects/call\\_projects/call\\_projects-reference-documents/](http://www.metro.net/projects/call_projects/call_projects-reference-documents/).

4.4 Grantee must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 Grantee shall demonstrate that the Grantee Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within sixty (60) days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by Grantee prior to the execution of this Agreement shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

5. **REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:**

5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits; performance audits; and final audits. LACMTA will commence a final audit within six (6) months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization,



including actual indirect rates for the period covered by the Agreement under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. Grantee's eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment D) and Office of Management and Budget ("OMB") Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress/Expenditure Reports shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee shall return such monies within thirty (30) days after the final audit is sent to Grantee.

5.2 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three (3) years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.3 Grantee shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award a future Net Toll Revenue



Reinvestment Grant to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

5.8 Grantee shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on Grantee's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:**

6.1 This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Grantee shall be responsible for any and all cost overruns for the Project.

7.3 If the Funds are insufficient to complete the Project, Grantee may modify the Scope of Work to allow Project completion with the funds available to Grantee Subject to LACMTA's prior review and approval or rejection of any proposed changes to the Scope of Work.

7.4 At any time, if Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this



Agreement shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Project (including the Funds and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

**8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) Executing this Agreement within (6) six months of receiving formal transmittal of the Grant Agreement from LACMTA; and
- (ii) Begin expenditure of funds within twelve (12) months of executing this Agreement; and
- (iii) Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee as stated in Attachment C (Scope of Work) and Attachment E (Project Milestones Schedule) of this Agreement. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
- (iv) Timely submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 4.1 of this Agreement; and
- (v) Expending the Funds granted under this Agreement for allowable costs within forty-two (42) months from the date the Grant Agreement is executed ("the Lapsing Date").

8.2 In the event that the timely use of the Funds is not demonstrated as described in this Part II, Section 8.1 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Grantee does not complete one element of the Project, as described in the Scope of Work, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are reprogrammed, this Agreement shall automatically terminate.

**9. DEFAULT:**

9.1 A Default under this Agreement is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) Grantee is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) Grantee fails to perform satisfactorily or makes a material change, as



determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period, and thereafter diligently continue such cure to completion to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. **COMMUNICATIONS:**

11.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's and Metro ExpressLanes' contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

11.3 In addition to complying with the LACMTA "Funding Agreement Communications Materials Guidelines," Grantee shall:

- (i) include prominently/in the lead, at a minimum, recognition of Metro ExpressLanes' contribution to the Project on literature, marketing brochures, newsletters, invitations and



- other communication materials by including the phrase “This project was partially funded by Metro ExpressLanes.”
- (ii) include in any Joint Agency press release, at a minimum, a recognition of Metro ExpressLanes’ contribution to the Project by including the phrase “This project was partially funded by Metro ExpressLanes.”
  - (iii) notify the LACMTA Project Manager of all planned press events, ribbon cuttings, groundbreakings, and all other public and/or press events related to the Project at a minimum 30 days before such events take place to allow LACMTA to participate in such events, at LACMTA’s sole discretion.
  - (iv) include prominently/in the lead on all Project Websites, recognition of Metro ExpressLanes’ contribution to the Project by including the phrase “This website is partially funded by Metro ExpressLanes,” the Metro logo and the Metro ExpressLanes logo, and a link to the Metro ExpressLanes website.
  - (v) prominently display the following phrase on all signage for project structures, facilities, and construction sites: “This project made possible by Metro [Metro logo] and Metro ExpressLanes [Metro ExpressLanes logo]”
  - (vi) request the most current Metro logo and the most current Metro ExpressLanes logo from the LACMTA Project Manager when creating any and all communications materials containing the Metro logo and Metro ExpressLanes logo.

11.4 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

11.5 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.6 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

## **12. OTHER TERMS AND CONDITIONS:**

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions



or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court proceeding between the parties to enforce or interpret this Agreement to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

12.5 Grantee shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements, including any amendments thereto.

12.6 Grantee agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by Grantee or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 Grantee shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.



12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 Grantee will advise LACMTA prior to any key Project staffing changes.

12.11 Grantee in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.



**ATTACHMENT A - PROJECT FUNDING  
EXPRESSLANES NET TOLL REVENUE  
REINVESTMENT GRANT - FUNDING AGREEMENT**

FA# 920000000MX201431  
GRANT #: MX201431

**PROJECT TITLE: Gtrans Innovative ITS Rollout  
GRANTEE/ PROJECT SPONSOR: City of Gardena  
(\$ in Actual Dollars)**

**(LACMTA Programmed Funding and Sponsors Match Only)**

PROGRAMMED FUNDS	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-2021	FY 2021-22	FY 2022-23	TOTAL BUDGET	% OF BUDGET
<b>LACMTA PROGRAMMED FUNDING:</b>									
<b>SELECT:</b>									
Net Toll Revenue Reinvestment Funds	176,000	480,000	719,000					1,375,000	63.2%
<b>LACMTA SUBTOTAL</b>								<b>1,375,000</b>	<b>63.2%</b>
<b>GRANTEE/SPONSOR MATCH:</b>									
Grantee Funding Commitment (specify type)									
(Write specific type of funding match)									
<b>SELECT:</b>									
City General Fund									
Prop A or C Local Return									
STPL									
Other	99,000	270,000	431,000					800,000	36.8%
Prop C Discretionary MOSIP									
<b>GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL</b>								<b>800,000</b>	<b>36.8%</b>
<b>TOTAL PROGRAMMED FUNDING</b>	<b>\$275,000</b>	<b>\$750,000</b>	<b>\$1,150,000</b>					<b>\$2,175,000</b>	<b>100.0%</b>

√

2,175,000



Attachment B - Project Schedule and Budget  
ExpressLanes Net Toll Revenue Re-Investment Grant: GTrans  
Project Title: GTrans Innovative ITS Rollout  
MXL Grant # [MX201431] Agreement [9200000000MX201431]

[illegible]



## ATTACHMENT C

### Scope of Work

This project would include the implementation of an Intelligent Transportation System (ITS) that would integrate a computer automated dispatching/automated vehicle location (CAD/AVL) solution. This project will also include a real time passenger information system and Transit Signal Priority (TSP) capabilities. This would include at a minimum the following project components:

#### ***Computer Aided Dispatch and Automated Vehicle Location System (CAD/AVL)***

Provide and install a Computer Aided Dispatching system and Automated Vehicle Location (AVL) on all fixed route, Special Transit buses and Route Supervisor vehicles. This system will allow for advanced computerized dispatching, using Geographic Information Systems (GIS) and schedule adherence tools to identify potential system delays and on-time performance problems. Data will also be collected from the vehicle, using Global Positioning Systems (GPS) and transmitted to the dispatch center in real-time. The AVL will receive the location and status of every vehicle in the fleet to monitor, in real-time, both route and schedule adherence. This data will be integrated for the real time passenger information component of the project. Street network data, real-time GPS information and predictive analysis will be used by the system to provide real time bus arrival information times to passengers.

#### ***Passenger Information Network***

The real time arrival information may be transmitted to passengers through a variety of media including through smartphones, SMS texts, call centers, the Web and electronic messaging signs. These signs can be located at transfer centers, major depots, bus bays and shelters. It is anticipated that the system will be able to handle messaging capabilities to multiple media and signs simultaneously. This project would fund the provision of all software, engineering, and integration costs.

#### ***Transit Signal Priority***

This project will also leverage funds that GTrans has already received through a grant from Metro to incorporate the implementation of a Transit Signal Priority (TSP) system as part of this ITS project. The TSP portion of this project will provide the communication piece onboard the bus. Using the buses AVL or smart bus technology, the buses will be able to communicate with transit signal controllers at designated intersections. GTrans plans on implementing transit signal priority on one of GTrans most heavily used bus lines, Line #2. With TSP in place, GTrans anticipates a reduction in transit travel times, reduction in running times, and enhancements of on-time performance. TSP will exist along an approximate 8.1-mile stretch of line #2, focusing on key intersections along Western Ave. and Vermont Ave. This project would fund the provision of all software, engineering, and integration costs to enable the use of TSP.



## REPORTING & EXPENDITURE GUIDELINES

### Metro ExpressLanes Net Toll Revenue Re-Investment Grant

#### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to LACMTA at **One Gateway Plaza, Los Angeles, CA 90012, Attn: Silva Mardrussian, MS 99-9-2**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

#### EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.



- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The FA is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

## DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
  - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
  - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
  - Donations of volunteer services dedicated to the project.
  - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principles for State and Local Governments; and A-122 Cost Principles for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.



**Metro Grant Agreement ATTACHMENT D1**

**QUARTERLY PROGRESS / EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
Grant Agreement #	920000000MX201431
Quarterly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO LACMTA at One Gateway Plaza, Los Angeles, CA 90012, Attn: Silva Mardrussian, 9th Floor, MS 99-9-2 after the close**

of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment C) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
<b>Project Quarter Expenditure</b>				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
<b>Project-to-Date Expenditure</b>				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				



**SECTION 2: GENERAL INFORMATION**

PROJECT TITLE: \_\_\_\_\_

FA #: \_\_\_\_\_

**QUARTERLY REPORT SUBMITTED FOR:****Fiscal Year :** ☐ 2016-2017 ☐ 2017-2018 ☐ 2018-2019☐ 2019-2020 ☐ 2020-2021 ☐ 2021-2022**Quarter :** ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: \_\_\_\_\_

**LACMTA MODAL CATEGORY:**☐ Transit Use☐ Roadway Improvements☐ System Connectivity/Active Transportation

<b>LACMTA Area Team Representative / Project Mgr.</b>	Name:	Silva Mardrussian
	Area Team:	Congestion Reduction
	Phone Number:	(213) 922-4425
	e-mail:	<a href="mailto:mardrussians@metro.net">mardrussians@metro.net</a>

<b>Project Sponsor Contact / Project Manager</b>	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	



### SECTION 3 : QUARTERLY PROGRESS REPORT

#### 1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

#### 2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ ☐ Less than 12 months behind original schedule
- ☐ ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes ☐ No ☐ Not Applicable



### **3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

### **4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

### **5. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.



#### SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

[illegible]

**Notes:**

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-61

I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature \_\_\_\_\_

Date \_\_\_\_\_

---

Name \_\_\_\_\_

---

*Title* \_\_\_\_\_



**PROJECT MILESTONES SCHEDULE**  
**Metro ExpressLanes Net Toll Revenue Re-Investment Grant: City of Gardena-GTrans**  
**Project Title: Gtrans Innovative ITS Rollout**

	<b>Progress</b>		<b>Fund Source</b>		
	Milestone (add lines as needed)	Tasks (may be more than one per milestone)	Total Cost	LACMTA Grant	Agency Contribution
<b>Fiscal Year 2016-17</b>					
Q1	N/A		0	0	0
Q1 Subtotal	N/A		0	0	0
Q2	N/A		0	0	0
Q2 Subtotal	N/A		0	0	0
Q3	N/A		0	0	0
Q3 Subtotal	N/A		0	0	0
Q4	Assessment and Design		\$250,000	\$160,000	\$90,000
Q4	RFP Development		\$25,000	\$16,000	\$9,000
Q4 Subtotal			\$275,000	\$176,000	\$99,000
Total			\$275,000	\$176,000	\$99,000

	<b>Progress</b>		<b>Fund Source</b>		
	Milestone (add lines as needed)	Tasks (may be more than one per milestone)	Total Cost	LACMTA Grant	Agency Contribution
<b>Fiscal Year 2017-18</b>					
Q1	Posting of RFP		\$25,000	\$16,000	\$9,000
Q1 Subtotal			\$25,000	\$16,000	\$9,000
Q2	Selection and Award		\$25,000	\$16,000	\$9,000
Q2 Subtotal			\$25,000	\$16,000	\$9,000
Q3	Begin installation of Equipment		\$300,000	\$192,000	\$108,000
Q3 Subtotal			\$300,000	\$192,000	\$108,000
Q4	Continue Install		\$400,000	\$256,000	\$144,000



Q4 Subtotal			\$400,000	\$256,000	\$144,000
Total			\$750,000	\$480,000	\$270,000

**PROJECT MILESTONES SCHEDULE**  
**Metro ExpressLanes Net Toll Revenue Re-Investment Grant: City of Gardena-GTrans**  
**Project Title: GTrans Innovative ITS Rollout**

	Progress		Fund Source		
	Milestone (add lines as needed)	Tasks (may be more than one per milestone)	Total Cost	LACMTA Grant	Agency Contribution
<b>Fiscal Year 2018-19</b>					
Q1	Install continue				
Q1	Testing continue				
Q1	Begin Acceptance				
Q1 Subtotal			\$400,000	\$256,000	\$144,000
Q2	Install continue				
Q2	Testing continue				
Q2	Acceptance continue				
Q2 Subtotal			\$400,000	\$256,000	\$144,000
Q3	Finalize Punch List				
	Final Acceptance				
Q3 Subtotal			\$200,000	\$128,000	\$72,000
Q4	Final Acceptance continued				
Q4	Project Completion		\$150,000	\$79,000	\$71,000
Q4 Subtotal			\$150,000	\$79,000	\$71,000
Total			\$1,150,000	\$719,000	\$431,000
		<b>Grand Totals</b>	<b>\$2,125,000</b>	<b>\$1,274,000</b>	<b>\$651,000</b>



**GRANT AGREEMENT LAPSING POLICY**  
**Metro ExpressLanes Net Toll Revenue Re-Investment Grant**

Grantee must demonstrate timely use of the Funds by:

- (i) Executing a Grant Agreement within sixty (60) days of receiving formal transmittal of the Grant Agreement boilerplate;
- (ii) Meeting the Project Milestone and deliverable due dates as stated in the Scope of Work (Attachment C) and Project Milestones Schedule (Attachment E);
- (iii) Timely submitting the Quarterly Progress/Expenditure Reports (Attachment D1); and
- (iv) Expending the Funds granted within forty two (42) months from the date funds are available.

If the Grantee fails to meet any of the above conditions, the Project may be considered lapsed and may be submitted to the Board for deobligation. Expenses that are not invoiced within sixty (60) days after the lapsing date are not eligible for reimbursement.

In the event that the timely use of the Funds is not demonstrated, the Project will be reevaluated as part of the Net Toll Reinvestment Grant Deobligation process and the Funds may be deobligated and reprogrammed to another project by the Board.

Administrative extensions may be granted under the following conditions:

- (i) Project delay due to an unforeseen and extraordinary circumstance beyond the control of the project sponsor (legal challenge, act of God, etc.). Inadequate staffing shall not be considered a basis for administrative extensions.
- (ii) Project delay due to an action that results in a change in scope or schedule that is mutually agreed upon by Metro and the project sponsor prior to the extension request.
- (iii) Project fails to meet completion milestone; however, public action on the proposed regulatory change(s) has been scheduled and noticed to occur within sixty (60) days of the scheduled completion milestone.

Appeals to any recommended deobligation will be heard by a Metro appeals panel. If Grantee does not complete an element of the Project, as described in the Scope of Work, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion.

In the event that all the Funds are reprogrammed, the Project shall automatically terminate.





**City of Gardena**  
**City Council Meeting**

Agenda Item No. 8.E. (3)

Department: Transportation

Meeting Date: April 11, 2017

**AGENDA REPORT SUMMARY**

**TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL**

**AGENDA TITLE: Approval of Agreement with EIGER TechSystems for OnStreet Bus Signal Priority System Consulting Support Services**

<b><u>COUNCIL ACTION REQUIRED:</u></b>	<b><u>Action Taken</u></b>
Staff respectfully recommends that Council approve an agreement with EIGER TechSystems for OnStreet Bus Signal Priority System Consulting Support Services.	
<b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b>	
In 2009, the City of Gardena's GTrans was awarded funding through the Los Angeles County Metropolitan Transportation Authority's (Metro) Call for Projects, a competitive process that distributes discretionary capital transportation funds to regionally significant projects.	
GTrans' Bus Signal Priority System (BSP) received funding to signalize its Line 2 loop, a project that would upgrade intersections with signal priority firmware/software to improve bus running times and on-time performance. This technology would also integrate with other upcoming GTrans Intelligent Transportation System (ITS) projects, including computer automated dispatching/automated vehicle location (CAD/AVL) solution and a real-time passenger information system.	
In order to prepare for the procurement solicitation and deployment of an OnStreet BSP, GTrans requires the assistance of ITS technical consulting services from EIGER TechSystems. EIGER TechSystems is considered an expert in the field of ITS projects, and has provided such services to assist in the design and implementation of a BSP at LA Metro, utilizing the Countywide Signal Priority System, a multi-jurisdictional approach based on the use of smart bus systems. The firm's experience also includes work on BSP projects with Seattle Department of Transportation, Lane County Transit District (Eugene, OR) and C-Tran (Vancouver, WA).	
EIGER TechSystems' assistance includes a determination of required upgrades and coordination with multiple jurisdictions, high level design of the system, development of the technical specifications and milestones for the solicitation and support throughout the solicitation process to project award.	
Therefore, it is recommended that Council authorize the execution of the attached agreement with EIGER TechSystems in an amount not to exceed \$73,819 for GTrans' Bus Signal Priority Project.	
<b><u>FINANCIAL IMPACT/COST:</u></b>	
The cost of the consulting services is included in the overall budget of \$843,219 for this project, funded through the Metro Call for Projects and local funds available to GTrans. There is no impact to the General Fund.	



A. EIGER TechSystems Consulting Agreement  
B. Attachment A: EIGER TechSystems Statement of Work

Concurred by Mitchell G. Lansdell, Mitchell G. Lansdell, City Manager Date 4/5/17  
c:



**AGREEMENT BETWEEN THE  
THE CITY OF GARDENA  
AND  
EIGER TECHSYSTEMS  
FOR CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and EIGER TechSystems. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. City is desirous of obtaining services necessary to provide professional and technical assistance for the procurement of an OnStreet Bus Signal Priority System.

B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.

C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in the Consultant's Proposal, attached hereto as Attachment A and incorporated herein by reference, unless otherwise instructed by City.

B. The Services shall be performed in accordance with the Project Schedule. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Ernie Crespo as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.



5. Consultant's Proposal. This Agreement shall include Consultant's proposal which is incorporated herein (Attachment A). In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.



C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain



the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

17. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.



19. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

20. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than three hundred thousand dollars (\$300,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten calendar days notice shall be given.

c. For any claims with respect to the Services covered by this



Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten calendar days notice shall be given, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.



21. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

22. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

23. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:  
Attn: Ernie Crespo  
13999 S. Western Ave  
Gardena, California 90249  
Telephone Number: (310) 965-8801  
Facsimile Number: (310) 538-1989  
E-mail: [ecrespo@gardenabus.com](mailto:ecrespo@gardenabus.com)

Consultant:  
EIGER TechSystems  
Attn: Nelson Lee  
621 Strand Street Suite 005  
Santa Monica, CA 90405  
Telephone Number: (310) 3962959  
Facsimile Number: (310) 396-2179  
E-mail: [nlee@eigertech.com](mailto:nlee@eigertech.com)

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of



the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is a public record of the City.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.



IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By \_\_\_\_\_  
Tasha Cerda  
Mayor


Date \_\_\_\_\_

ACCEPTED:  
EIGER TECHSYSTEMS

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Peter L. Wallin  
City Attorney



# **Attachment A**

**EIGER TechSystems**

**GTrans OnStreet Bus Signal Priority System**

**Statement of Work**





## **GTrans OnStreet BSP System Statement of Work**

### **EIGER Team**

EIGER TechSystems with support from WSP | Parsons Brinckerhoff (EIGER Team) will provide professional ITS consulting services to GTrans for deployment of an Onstreet Bus Signal Priority system for GTrans' Line 2 Loop. The EIGER Team has considerable related BSP and traffic signal project experience that will be drawn upon for this project. EIGER Team members have worked to deploy similar Bus Signal Priority systems that utilize the Countywide Signal Priority architecture in region including BSP systems for LA Metro, Culver City, and Foothill Transit. The EIGER Team has supported 3 projects for GTrans and is currently supporting its APC project. The EIGER Team members helped design and implement the BSP system at Metro that utilizes the CSP Architecture that will be utilized for the GTrans. Furthermore, the EIGER Team has a vast amount of project experience with TSP systems including projects with the Seattle DOT, Lane County Transit District (Eugene OR), C-Tran (Vancouver), and the City of Mesa; and traffic systems related experience with LA County, Riverside County, San Bernardino County, and SCAG. EIGER Team members are working with LA DOT and LA County staff through their on-call contracts for traffic and transportation planning services with LADOT and an ITS on-call with County of Los Angeles. EIGER Team members have also supported the implementation of CAD/AVL systems at LA Metro, Torrance Transit, and Foothill Transit that have BSP functionality. The EIGER Team will provide cost effective local support for the GTrans BSP project.

### **Start Up Activities**

The EIGER Team will conduct a kickoff meeting with representatives of the traffic signal systems for all affected jurisdictions including Gardena, Torrance, and LA County to gain stakeholder support and to gather information regarding their traffic signal systems. We will compile the following information from the stakeholders:

- Description of the traffic signal systems including controller type, firmware/software, and cabinet type utilized by each jurisdiction for their intersections on the corridor.
- Pictures of typical traffic signal cabinet for the BSP corridor for each jurisdiction.
- Schematics of the traffic signal system for each jurisdiction
- Schematics of fiber and copper wire links between the signal controllers and the TMCs.

The EIGER Team will drive along the BSP corridor and note any unusual characteristics (such as heavy foliage, short or long traffic signal poles) of the intersections and if the stop is near or far side. This information will be included in the technical specifications.

The EIGER Team will determine if upgrades to the traffic signal equipment will be necessary and to document possible communication links such as existing copper twisted pair and fiber links that could be utilized for the BSP communication network. The EIGER Team will develop a high level design for the BSP system that includes the interfaces to the traffic signal systems of the affected jurisdictions and the project timeline. The high level design assumes the BSP system will conform to the County's CSP architecture, conform to Metro's grant requirements, and GTrans will eventually implement a SmartBus





system for the onboard component of the BSP system. The EIGER Team will develop an implementation plan that will account for any related projects such as traffic signal upgrades that may be planned by the various jurisdictions. Our findings will be presented to GTrans in a briefing.

#### **Technical Spec Development**

The EIGER Team will develop technical specifications for the procurement and installation of the Onstreet portion of the BSP system. The technical specifications will include requirements hardware, software, training, acceptance test, interface, documentation and support requirements. The bus signal priority solution requirements for Line 2 will enable GTrans future expansion of the BSP system should funding become available. GTrans will review the draft specifications and provide comments. The EIGER Team will modify the draft specifications and prepare the final specifications. The EIGER Team will provide suggestions for evaluation criteria, price sheets, and payment milestone language for the RFP that GTrans will prepare.

#### **Procurement Solicitation Process**

The EIGER Team will provide support to GTrans staff for the procurement of the Onstreet BSP system. The support will include:

- Powerpoint technical presentation at the pre-bid meeting: highlights key requirements and describes the traffic signal systems
- Assistance with responses to questions and assistance with Addendum development
- Evaluation of up to four proposals: includes a summary review of each proposal regarding technical compliance, costs, proposed project team, company quals, project plan
- Participation in technical interviews for two finalists: includes drafting questions and active participation
- Development of a BAFO includes revisions to specs and price sheets
- Evaluation of up to two BAFOs: includes updated reviews of technical compliance and costs.
- Advice regarding the final selection and support for City Council award report.

Cost: \$73,813

#### **Assumptions:**

- PW staff from each jurisdiction provides traffic signal controller, cabinet, available fiber and copper network, and impending relevant project information and photos.
- Technical specs is based on Culver City's
- One BSP corridor with 27 BPS intersections involving Gardena, LA County and Torrance traffic signals
- Interagency MOUs will be developed by GTrans.
- PW staff from the jurisdictions participate in reviews of proposals
- Procurement process will take 2.5 months.
- Total project duration is 6 months





Loaded Hourly Rate		217.83	122.36	67.30					260.72	161.94	237.03	134.66	114.44	102.02	98.42						
		Helen Lee	Guy Yamato	EIGER Admin	EIGER Hours	EIGER Labor Cost	EIGER ODC	EIGER TOTAL	Danny Wu	Lisa Woodward	Joe De La Garza	Silvia Albritre	Kyra Tse	Stephen Doubet	Susan Dunning	PE Hours	PE Labor	PE ODC	PE TOTAL	Total Hours	TOTAL Cost
Task	GTtrans OnStreet Bus Signal Priority Consulting Support				254	44,014	459	44,500	22	88	25	8	1	9	8	159	28,613	700	29,313	413	73,813
1.0 Phase 1	Kickoff Meeting and Information gathering with Stakeholders	20	6	10	36	5,794	106	5,872	8	8	3				6	25	4,683	50	4,733	61	10,605
1.1 Phase 1	Corridor Review	4	8		12	1,850	27	1,877	2	2		-	1	1		6	1,062	-	1,062	18	2,939
1.2 Phase 1	Recommendations Presentation	20	4	4	28	5,115	54	5,169		8	4	-		-		12	2,244	100	2,344	40	7,513
1.3 Phase 1	Consultant Project Meetings	24	12	8	42	7,100	106	7,206	8	24	8					40	7,869	100	7,969	82	15,177
2.0 Phase 1	Technical Specification Development	24	6	16	46	7,039	27	7,066		8	8		-	8		24	4,008	-	4,008	70	11,074
2.1 Phase 1	Assistance with RFP	10	-	6	16	2,717	0	2,744		2	2					4	798	-	798	22	3,542
2.2 Procurement Solicitation Process	Procurement Support	60	10	2	72	14,428	135	14,563	4	36		8				48	7,950	450	8,400	120	22,963
TOTAL		162	46	46	254	44,014	459	44,500	22	88	25	8	1	9	8	159	28,613	700	29,313	413	73,813