



# GARDENA CITY COUNCIL

## Regular Meeting Notice and Agenda

Council Chamber at City Hall  
1700 W. 162<sup>nd</sup> Street, Gardena, California  
Website: [www.cityofgardena.org](http://www.cityofgardena.org)

TASHA CERDA, *Mayor*  
ART KASKANIAN, *Mayor Pro Tem*  
MARK E. HENDERSON, *Council Member*  
DAN MEDINA, *Council Member*  
RODNEY G. TANAKA, *Council Member*

MINA SEMENZA, *City Clerk*  
J. INGRID TSUKIYAMA, *City Treasurer*  
CLINT OSORIO, *Interim City Manager*  
PETER L. WALLIN, *City Attorney*

**Tuesday, September 24, 2019**

**Closed Session – 7:00 p.m.**

**Open Session – 7:30 p.m.**

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The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email [msemenza@cityofgardena.org](mailto:msemenza@cityofgardena.org) at least two business days prior to the scheduled meeting to ensure assistance is provided. Assistive listening devices are available.

**PUBLIC COMMENT:** The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

- Agenda Items – at the time the City Council considers the item or during Oral Communications
- Non-agenda Items – during Oral Communications
- Public Hearings – at the time for Public Hearings listed on the Agenda

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the agenda. Such items may be referred for administrative action or scheduled on a future agenda.

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### STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

- Treat everyone **courteously**;
- Listen to others **respectfully**;
- Exercise **self-control**;
- Give **open-minded** consideration to all viewpoints;
- Focus on the issues and **avoid personalizing debate**; and
- **Embrace respectful disagreement** and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

***Thank you for your attendance and cooperation.***

1. ROLL CALL

2. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

(1) Agency Designated Representative:

Clint Osorio, Interim City Manager

Employee Organizations:

Gardena Police Officers Association (GPOA)

Mike Sargent, Association President

Gardena Management Employees Organization (GMEO)

Vicky L. Barker, Attorney

Gardena Municipal Employees Association (GMEA)

Fred G. Quiel, Attorney

Confidential / Unrepresented Employees

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Emily Koguchi and Charlie Mendez

Denker Avenue Elementary School

B. INVOCATION

The Reverend Rob Lee, Lead Pastor

Gardena Valley Assembly

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Ms. Patricia 'Tish' McCauley, who served in the U.S. Army National Guard. She was chosen at the recommendation of Council Member Rodney G. Tanaka **(to be accepted by Ms. McCauley)**

B. PROCLAMATIONS

- (1) "City Employee Recognition Day," September 26, 2019 **(to be proclaimed only)**
- (2) "Gardena Heritage Day," October 5, 2019 **(to be proclaimed only)**

#### **4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS (Continued)**

##### **C. APPOINTMENTS**

- (1) Council Appointments to Commissions, Committees, Councils, and Boards  
(Appointees to be Ratified and Sworn In)
  - (a) Human Services Commission
  - (b) Planning and Environmental Quality Commission
  - (c) Recreation and Parks Commission
  - (d) Senior Citizens Commission
  - (e) Gardena Youth Commission
  - (f) Gardena Beautification Committee
  - (g) Gardena Economic Business Advisory Council
  - (h) Gardena Rent Mediation Board, Owner Representative
  - (i) Gardena Rent Mediation Board, Tenant Representative
  - (j) Gardena Rent Mediation Board, At-Large Representative

#### **5. CONSENT CALENDAR**

##### **NOTICE TO THE PUBLIC**

**Roll Call Vote Required on Consent Calendar** All matters listed under the Consent Calendar will be enacted by one motion unless a Council member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

A. Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only

##### **B. CITY CLERK**

- (1) Approval of Minutes
  - (a) Gardena City Council Regular Meeting, August 27, 2019
  - (b) Planning & Environmental Quality Commission Meeting, September 3, 2019
- (2) Affidavit of Posting Agenda on September 20, 2019

##### **C. CITY TREASURER**

- (1) Approval of Warrants / Payroll Register
  - (a) September 24, 2019

##### **D. CITY MANAGER**

- (1) Personnel Report No. P-2019-17
- (2) Approval of Consultant Agreement between the City and Fehr & Peers in the Amount of \$59,540.00 for SB743 Implementation
- (3) Approval of City of Gardena's GTrans 2019 Title VI Program
- (4) Approve Carnival Contract with Candyland Amusements for Carnival at Mas Fukai Park on November 8, 9, 10, 11, 2019

## 6. EXCLUDED CONSENT CALENDAR

## 7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

### A. September 17, 2019, MEETING

#### (1) General Plan Amendment #2-18, Zone Change #3-18, Tentative Tract Map #6-18, Site Plan Review #11-18, and Environmental Assessment #20-18

A 114-unit townhome project on a 5.6 gross acre property, which included the request for the following entitlements: General Plan Amendment, Zone Change, Tentative Tract Map and a Site Plan Review. A Mitigated Negative Declaration (MND) and Mitigation Monitoring Program (MMP) were prepared to address the environmental impacts. The Commission considered the MND and MMP at the same time and approved those documents for the Tentative Tract Map and Site Plan review, with the added condition that the Applicant would work with staff to reprogram existing open space areas. Additionally, the Planning Commission recommended that the City Council adopt the same for the General Plan Amendment and Zone Change

**Project Location: 1515 West 178<sup>th</sup> Street**

**Applicant: Jeff Weber representing Melia Homes**

**Commission Action:** Commission approved Resolution No. PC 16-19, adopting the Mitigated Negative Declaration and Mitigation Monitoring Program for purposes of the Tentative Tract Map and Site Plan Review and recommending that the City Council adopt the Mitigated Negative Declaration for the General Plan Amendment and Zone Change; and approved Resolution No. PC 17-19, recommending that the City Council adopt the General Plan Amendment and Zone Change; and approving the Tentative Tract Map and Site Plan subject to the Legislative approvals.

**Receive and File**

#### (2) Site Plan Review #5-18

A proposal to construct a new 22,402 square foot, 12-unit mixed-use housing development with 3,891 square feet of commercial use in the Commercial-Residential (C-R) zone per Gardena Municipal Code Section 18.20.02

**Project Location: 1112 West Gardena Boulevard (APN: 6111-0004-032, 033)**

**Applicant: Zhen Xiang Zhou**

**Commission Action:** Commission approved Resolution No. PC 18-19, approving Site Plan Review #5-18

**Call for Council Review, Appeal Decision, or Receive and File**

## ORAL COMMUNICATIONS

*Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.*



## 8. DEPARTMENTAL ITEMS

### A. ADMINISTRATIVE SERVICES

- (1) U.S. Department of Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2018-2019

**Staff Recommendation: Receive and File**

### B. COMMUNITY DEVELOPMENT

- (1) Award Contract to FilmLA to Provide Film Permit Services

**Staff Recommendation: Award Contract to FilmLA**

### C. ELECTED & ADMINISTRATIVE OFFICES – *No Items*

### D. GENERAL SERVICES – *No Items*

### E. POLICE – *No Items*

### F. RECREATION & HUMAN SERVICES – *No Items*

### G. TRANSPORTATION

- (1) Approval of GTrans Revised Proposed 2020 Service Changes

**Staff Recommendation: Approve Changes**

- (2) Purchase of Three Paratransit Vehicles from Creative Bus Sales for a Total of \$201,422.33 and a Project Total of \$211,422.33

**Staff Recommendation: Approve Purchase**

- (3) Approve Agreement with Tripspark for Purchase of Scheduling and Operations Management Software and Five Years of Maintenance Support, Plus Contingency, for a Total Program Cost Not to Exceed \$1,394,652

**Staff Recommendation: Approve Agreement with Tripspark**

## 9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

### A. COUNCIL ITEMS – *No Items*

### B. COUNCIL DIRECTIVES

### C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

**9. COUNCIL ITEMS, DIRECTIVES, & REMARKS (Continued)**

**D. COUNCIL REMARKS**

- (1) COUNCIL MEMBER MEDINA
- (2) MAYOR PRO TEM KASKANIAN
- (3) COUNCIL MEMBER TANAKA
- (4) MAYOR CERDA
- (5) COUNCIL MEMBER HENDERSON

**10. ANNOUNCEMENTS**

**11. REMEMBRANCES**

**Mr. Carl Lyons**, 45 years of age, beloved brother of City of Gardena Custodian II Vincent Steib, Mr. Lyons is also a relative of former Gardena Chief of Police Rod Lyons; and **Mr. Alque Smith**, who was in his mid-70s, the beloved grandfather of Custodian II Vincent Steib of the General Services Department

**12. ADJOURNMENT**

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, October 8, 2019.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the Office of the City Clerk.

Dated this 20<sup>th</sup> day of September, 2019

/s/ MINA SEMENZA  
MINA SEMENZA, City Clerk

**GARDENA MILITARY VETERAN RECOGNITION****HONORING****PATRICIA 'TISH' McCAULEY**

*(selected by Council Member Rodney G. Tanaka)*

Born in Hemet, CA, Tish is 56 years old, and a long-time resident of Gardena.

**Military Service:**

At the age of 26, after graduating from Long Beach State University, she signed up with the California Army National Guard in May 1988, until she was honorable discharged in May 1992, serving much of the service on active duty.

She entered military service at the rank of PFC (E-3), and completed Basic Training at Fort Dix, New Jersey. Initially assigned to a Recruiting Office in Long Beach, CA, she found that 'sales' was not her strong point, so she entered surgical tech training. Tish was then promoted to Specialist (E-4) after completing her Military Occupational Specialty training at Fort Sam Houston in San Antonio, Texas, as a 91-Delta (Surgical Tech).

Following training, the transfer orders she received assigned her to serve at the beautiful Letterman Hospital at The Presidio in San Francisco, CA

She was eventually transferred and assigned to the 143 Evac Hospital, which was similar to a MASH unit, at the Los Alamitos Reserve base and, because Surgical Techs needed to be able to transport an Operating Room (OR) when setting up, she spent some summer months receiving truck driver training in Hattiesburg, Mississippi.

Shortly after returning to Southern California, Specialist McCauley accepted an appointment to the California Military Academy for training at Camp Roberts in San Luis Obispo, CA. With that appointment, she received the rank of Sergeant (E-5).

While she enjoyed working in surgery, and the opportunity to train at Daniel Freeman and MLK Hospitals, the risks began to outweigh the rewards. So, when Tish was asked to 're-up,' she opted out and was honorably discharged.

**Other:**

She then started a career with FedEx, holding positions of Courier, Manager, and Trainer before finding her current position as an Engineer, since 2002.

Yet, some of her most cherished memories and friendships were made wearing the uniform, ready to serve our country. She shares that the military gave more than it asked in return, at least while she served, during a peaceful time.

***TO BE PROCLAIMED ONLY***

**" CITY EMPLOYEE RECOGNITION DAY "**

**❖ SEPTEMBER 26, 2019 ❖**

The elected officials of the City of Gardena are most appreciative of the exemplary support that the City's dedicated employees demonstrate toward the City and its citizens.

City of Gardena employees have traditionally been honored for their service, and recognitions have been given for their years of service at special functions.

In an effort to continue the City Council's long tradition of showing their appreciation to the City's employees, a special time of City Employee Recognition is planned for Thursday, September 26, 2019. This will include a luncheon for *ALL* City employees, as well as a time of special emphasis to those receiving recognition for years of service.

NOW, THEREFORE, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, am pleased to proclaim **Thursday, September 26, 2019**, to be

**CITY EMPLOYEE  
RECOGNITION DAY**

to bring public awareness of the employees of the City of Gardena who complete their daily responsibilities in a commendable manner, and to show appropriate appreciation for their on-going dedication to this community.

*TO BE PROCLAIMED ONLY*

# **" GARDENA HERITAGE DAY "**

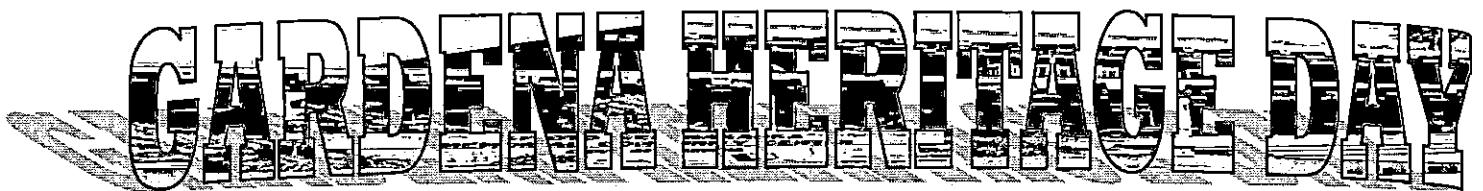
## **— OCTOBER 5, 2019 —**

Since 1994, the City of Gardena has hosted an annual multi-cultural gathering to celebrate and recognize Gardena's community-wide conviction that understanding and acceptance of our many and diverse ethnic heritages, enriches all the peoples of our City.

The City's **Twenty-Sixth Annual GARDENA HERITAGE FESTIVAL and STREET FAIRE** is scheduled on **Saturday, October 5, 2019**, and will be held on the grounds of the Gardena Civic Center and in Nakaoka Memorial Community Center – a "Fun for the Whole Family" event filled with non-stop live music/entertainment; a pancake breakfast hosted by the Police Department; a children's activities area; numerous retail and craft booths, carnival games, and a food court from local restaurants.

**Admission is free-of-charge to the public and the cost to purchase food and beverages will be nominal** – all made possible by the commendable generosity of local merchants, community organizations, service clubs, and dedicated volunteers.

Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, am happy to proclaim **Saturday, October 5, 2019**, to be



and urge all citizens to join in the day's celebration and recognition of the many cultures and ethnicities of our great community.

**MINUTES  
Regular Meeting of the  
City of Gardena City Council  
Tuesday, September 10, 2019**

The regular meeting of the City Council of the City of Gardena, California, was called to order at 7:00 p.m. on Tuesday, September 10, 2019, in the Council Chamber of City Hall, 1700 West 162<sup>nd</sup> Street, Gardena, California; Mayor Tasha Cerda presiding.

**1. ROLL CALL**

Present: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; and Council Member Rodney G. Tanaka. Other City officials and employees present: City Manager Edward Medrano; Assistant City Manager Clint Osorio; City Attorney Peter L. Wallin; Deputy City Attorney Carmen Vasquez; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero. City Treasurer Ingrid Tsukiyama was not in attendance.

At 7:00 p.m., the City Council recessed into Closed Session in the Management Information Center of the Council Chamber at City Hall, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Art Kaskanian; Council Member Mark E. Henderson; Council Member Dan Medina; Council Member Rodney G. Tanaka; City Manager Edward Medrano; Assistant City Manager Clint Osorio; City Attorney Peter L. Wallin; and Deputy City Attorney Carmen Vasquez.

**2. CLOSED SESSION**

**A. CONFERENCE WITH LABOR NEGOTIATORS**  
Government Code Section 54957.6

- (1) Agency Designated Representative:  
Edward Medrano, City Manager  
Employee Organizations:  
Gardena Police Officers Association (GPOA)  
Mike Sargent, Association President  
Gardena Management Employees Organization (GMEO)  
Vicky L. Barker, Attorney  
Gardena Municipal Employees Association (GMEA)  
Fred G. Quiel, Attorney  
Confidential / Unrepresented Employees

**Mayor Cerda reconvened the meeting to the Regular Open Session at 8:01 p.m., and the City Clerk noted the return of all Council Members who were present at the meeting.**

*When City Attorney Wallin was asked if there were any reportable actions from the Closed Session, he stated that no reportable action had been taken.*

**3. PLEDGE OF ALLEGIANCE & INVOCATION**

**A. PLEDGE OF ALLEGIANCE**

Laura Thompson and Rachel Carter led the Pledge of Allegiance. Both Laura and Rachel were in the Sister City Youth Delegation that went to Ichikawa, Japan, this summer, to represent the City of Gardena. Both are in the 9<sup>th</sup> grade, Laura attends Palisades Charter High School and Rachel attends Laces Middle/High School. She is the daughter of City of Gardena Police Reserve Officer Andre Carter. She is also the niece of Mayor Tasha Cerda. They introduced their families and thanked the Council for inviting them to lead the Pledge of Allegiance.

**3. PLEDGE OF ALLEGIANCE & INVOCATION (Continued)**

**B. INVOCATION**

The Reverend Douglas Brown, Pastor of Gardena Valley Baptist Church, led the Invocation.

**4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS**

**A. PRESENTATIONS**

- (1) Gardena Military Veteran Recognition to Honor Veteran Mr. John P. Kaper, who served in the U.S. Marine Corps. *Council Member Henderson spoke endearing words of Mr. Kaper recognizing him for his high honors as a Purple heart recipient in the Vietnam War. Mayor Tasha Cerda read a brief Biography, then Council Member Henderson presented Mr. Kaper with a City of Gardena Veterans Commemorative Coin. Also, on behalf of California Assemblyman Al Muratsuchi, Mayor Pro Tem Kaskanian read the text of a Certificate of Recognition and it was presented to Mr. Kaper. Mr. Kaper was given an opportunity to speak, and appropriate photos were taken.*
- (2) "Reducing Youth Access to Tobacco Products"  
*Ms. Carol Almeda, a representative of the Asian American Drug Abuse Program (AADAP), gave a presentation about tobacco product use by youths, then two Gardena High School students spoke of their first-hand experience regarding being in the presence of vaping at school and how it is affecting them, other students, and their teachers.*

**B. PROCLAMATIONS**

- (1) "City of Gardena 89<sup>th</sup> Anniversary Day," September 11, 2019  
– *was proclaimed by Mayor Cerda*
- (2) "Constitution Week," September 17-23, 2019  
– *was proclaimed by Mayor Cerda*
- (3) "20<sup>th</sup> Annual Keep Gardena Beautiful Day," September 21, 2019  
– *was proclaimed by Mayor Cerda*

**C. APPOINTMENTS – *No Appointments were made***

- (1) Council Appoints to Commissions, Committee, Board, and Council  
(Planning and Environmental Quality Commission Appointees to be Ratified and Sworn in;  
Other Commission, Committee, Council, and Board Appointees to be Ratified Only)
  - (a) Human Services Commission
  - (b) Planning and Environmental Quality Commission
  - (c) Recreation and Parks Commission
  - (d) Senior Citizens Commission
  - (e) Gardena Youth Commission
  - (f) Gardena Beautification Committee
  - (g) Gardena Economic Business Advisory Council
  - (h) Gardena Rent Mediation Board, Owner Representative
  - (i) Gardena Rent Mediation Board, Tenant Representative
  - (j) Gardena Rent Mediation Board, At-Large Representative

**5. CONSENT CALENDAR**

**A. WAIVER OF READING IN FULL OF ALL ORDINANCES LISTED ON THIS AGENDA AND THAT THEY BE READ BY TITLE ONLY**

**B. CITY CLERK**

**(1) Approved: Minutes of**

(a) Gardena City Council Regular Meeting, August 27, 2019

(b) Planning & Environmental Quality Commission Meeting, August 6, 2019

**(2) Approved: Affidavit of Posting Agenda on September 6, 2019**

**C. CITY TREASURER**

**(1) Approved: Warrants / Payroll Register**

(a) September 10, 2019: Wire Transfer: 11803, 11817-11818; Prepay: 155655-155664; Check Nos. 155665-155816; for a total Warrants issued in the amount of \$1,362,445.53; Total Payroll Issued for August 30, 2019: \$1,730,659.85

**D. CITY MANAGER**

**(1) Approved: Personnel Report No. P-2019-16**

**(2) Adopted: RESOLUTION NO. 6410, Approving Modified California Games Collection Rates at Hustler Casino**

**RESOLUTION NO. 6410**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING MODIFIED CALIFORNIA GAMES COLLECTION RATES AT HUSTLER CASINO

**(3) Approved: Assignment and Assumption of Agreement for City Attorney Legal Services**

**(4) Adopted: RESOLUTION NO. 6411, Exclusively Fixing and Establishing the Wages, Hours, and Terms and Conditions of Employment for all Unrepresented Police Manager Positions**

**RESOLUTION NO. 6411**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, EXCLUSIVELY FIXING AND ESTABLISHING THE WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL UNREPRESENTED POLICE MANAGER POSITIONS, REPEALING ANY PREVIOUS RESOLUTION OR MANAGEMENT AGREEMENT, IN FULL OR IN PART, THAT SETS FORTH THE WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL UNREPRESENTED POLICE MANAGER POSITIONS



**5. CONSENT CALENDAR (Continued)**

**D. CITY MANAGER (Continued)**

- (5) **Adopted:** ORDINANCE NO. 1807, Making Changes to Chapter 18.19, Mixed Use Overlay Zone, of the Gardena Municipal Code Relating to Transitional and Supportive Housing (Introduced by Council Member Henderson, August 27, 2019)

**ORDINANCE NO. 1807**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING CHANGES TO CHAPTER 18.19, MIXED USE OVERLAY ZONE, OF THE GARDENA MUNICIPAL CODE RELATING TO TRANSITIONAL AND SUPPORTIVE HOUSING

- (6) **Approved:** Approval of Agreement with Jobel Rentino for Procurement Consulting Services, Not to Exceed Amount of \$75,000

**It was moved by Council Member Medina, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve all Items on the Consent Calendar:**

**Ayes:** Council Members Medina and Tanaka, Mayor Pro Tem Kaskanian, Council Member Henderson, and Mayor Cerda

**Noes:** None

**Absent:** None

**6. EXCLUDED CONSENT CALENDAR**

**7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

**A. SEPTEMBER 3, 2019, MEETING**

**(1) Zone Code Amendment #3-19**

Ordinance No. 1806, related to Wireless Facilities, will modify the way the City will process applications for wireless facilities in order to comply with federal rules and regulations. References to complying with the Site Plan procedure for wireless facilities will be removed from the Municipal Code and a new section will be added providing the wireless facilities will be processed in accordance with a policy to be adopted by Resolution of the City Council

**Project Location:** City Wide

**Applicant:** City

**Commission Action:** Commission approved Resolution No. PC 10-19, recommending the City Council adopt Ordinance No. 1806.

**This item was Received and Filed**

**(2) Conditional Use Permit #1-19**

A request to continue operating an existing massage establishment in the Commercial (C-2) zone, per Section 18.46.030.C28 of the Gardena Municipal Code.

**Project Location:** 1630 West Redondo Beach Boulevard, Suite 11

**Applicant:** Shunichiro Kawabata

**Commission Action:** Commission approved Resolution No. PC 14-19, approving CUP #1-19.

**This item was Received and Filed**

**7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET (Continued)**

**A. SEPTEMBER 3, 2019, MEETING (Continued)**

**(3) Conditional Use Permit #4-19**

A request to allow the on-site sale and consumption of beer and wine ancillary to an existing restaurant establishment located in the General Commercial/Mixed-Use Overlay (C-3/MUO) zone, per Section 18.32.030.B of the Gardena Municipal Code.

**Project Location:** 15420 South Western Ave., Suite B (APN: 6103-015-051)

**Applicant:** Grace Yang

**Commission Action:** Commission approved Resolution No. PC 15-19, approving CUP #4-19.

**This item was Received and Filed**

**ORAL COMMUNICATIONS**

- (1) Cheral Sherman, V.P. of Friends of the Gardena Willows Wetland Preserve: invited everyone to the Preserve on October 13, 2019, for a the "Second Sunday Stroll," the theme will be "History of the Area." Sherry Roberts, the docent who will be leading the stroll, was very instrumental in saving the Preserve and making it what it is today.
- (2) Ms. Steacy Trinidad Alfaro, Field Representative from Assembly Member Al Muratsuchi's Office: On behalf of Assembly Member Muratsuchi, she gave legislative updates regarding various Muratsuchi-sponsored Bills.
- (3) Tiffany Shin, Representative from Gracias Music Foundation: introduced herself and invited everyone to their Christmas Musical in September and gave miscellaneous news about the Foundation.

**8. DEPARTMENTAL ITEMS**

**A. ADMINISTRATIVE SERVICES**

- (1) Acceptance of Project and Notice of Completion – Nakaoka Center AV Improvement Project – VectorUSA

Assistant City Manager Osorio presented the Staff Report.

There was a discussion and questions which included comments by Mayor Cerda, Council Members Medina and Henderson, City Manager Medrano, and Assistant City Manager Osorio regarding the new audiovisual system that was installed in Nakaoka Community Center using state-of-the-art equipment. This equipment includes a new wireless presentation system, projector, screen, dual zone capability, and a centralized touch screen control panel. It was further discussed that the new system will greatly enhance the City's capability to utilize this state-of-the-art equipment for City events. Council Member Henderson then asked about the wireless infrastructure and if it would be possible to use Park-in-Lieu funds for that project. Assistant City Manager confirmed that, yes, we would be able to use those funds for that purpose.

**It was moved by Council Member Medina, seconded by Council Member Henderson, and carried by the following roll call vote to Accept the Project and Notice of Completion for the AV Improvement Project:**

**Ayes:** Council Members Medina and Henderson, Mayor Pro Tem Kaskanian, Council Member Tanaka, and Mayor Cerda

**Noes:** None

**Absent:** None

8. DEPARTMENTAL ITEMS (Continued)

B. COMMUNITY DEVELOPMENT – *No Items*

C. ELECTED & ADMINISTRATIVE OFFICES – *No Items*

D. GENERAL SERVICES

- (1) Approval of \$70,000 Budget Appropriation to 170<sup>th</sup> Street Improvement, from Normandie Ave. to Vermont Ave., JN 944, to Expand the Scope

Assistant City Manager Clint Osorio presented the Staff Report.

There was a discussion which included Council Members Medina and Henderson, and Assistant City Manager Osorio regarding the type of work being done and if we would be penalized because of the additional work being added using the Measure R Funds. Assistant City Manager Osorio replied that there are plenty of Measure R Funds, and those will be able to fund the additional work. Osorio then continued, saying that we would also put our financial auditors on notice.

**It was moved by Council Member Medina, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Approve Budget Appropriation for the JN 944 170<sup>th</sup> Street Improvement:**

**Ayes:** Council Member Medina, Mayor Pro Tem Kaskanian, Council Members Henderson and Tanaka, and Mayor Cerda  
**Noes:** None  
**Absent:** None

E. POLICE – *No Items*

F. RECREATION & HUMAN SERVICES

- (1) Approve Mini Pitch Program Grant Agreement for Bell Park – Fiscal Year 2020

City Manager Medrano presented the Staff Report and two PowerPoint slides of the Project were shown.

**It was moved by Council Member Medina, seconded by Mayor Pro Tem Kaskanian, and carried by the following roll call vote to Approve the Mini-Pitch Program Grant Agreement:**

**Ayes:** Council Member Medina, Mayor Pro Tem Kaskanian, Council Members Henderson and Tanaka, and Mayor Cerda  
**Noes:** None  
**Absent:** None

**8. DEPARTMENTAL ITEMS (Continued)**

**G. TRANSPORTATION**

- (1) Approve Agreement with Red Kite Consulting, Inc. for Training Services, Not to Exceed Amount of \$75,000

City Manager Medrano presented the Staff Report.

There was a discussion among Mayor Pro Tem Kaskanian, Mayor Cerda, Council Member Henderson and City Manager Medrano regarding the type of service this Consultant would provide. City Manager Medrano said that because our bus operators deal with customers who are on drugs and those who have mental illness which could be very challenging, this Consultant would provide our bus operators with the tools to de-escalate situations and reduce confrontation to keep our customers safe and our drivers safe, so that we can deliver the best customer service. It was asked if this is something that could expand to be used by other departments? City Manager Medrano stated that it could but, right now, our Transportation Department is in more significant need of this type of training.

**It was moved by Council Member Medina, seconded by Council Member Henderson, and carried by the following roll call vote to Approve the Agreement with Red Kite Consulting, Inc.:**

**Ayes: Council Members Medina and Henderson, Mayor Pro Tem Kaskanian, Council Member Tanaka, and Mayor Cerda**  
**Noes: None**  
**Absent: None**

**9. COUNCIL ITEMS, DIRECTIVES, & REMARKS**

**A. COUNCIL ITEMS – No Items**

**B. COUNCIL DIRECTIVES**

Council Member Tanaka:

- (1) He asked if we could re-formulate the current City Ordinance regarding tobacco use to include banning the sale of flavored vapes. Mayor Pro Tem Kaskanian seconded his request.  
Council Member Medina then asked that, when re-formulating the City's tobacco Ordinance to consider including all vaping products, not just the flavored ones. City Manager Medrano replied that he would provide a report to Council regarding the City's tobacco ordinance.

**C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

City Manager Medrano gave a verbal report of information to follow-up matters that had been directed or requested by the Mayor and Members of Council. Written reports had already been provided to the Council via copies in their regular mail packets. Those items were, as follows:

- (1) Information notice regarding the promotion ceremony of Caption Michael Saffell to the position of Deputy Police Chief;
- (2) Memo regarding the pavement conditions at the railroad crossing on Western Avenue;
- (3) The City of Gardena has been selected as a finalist by the Los Angeles Economic Development Corporation for the most Business-Friendly City. The winner will be announced in November;

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS (Continued)

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS (Continued)

- (4) Patriots Day 18<sup>th</sup> Anniversary of the 9/11 attack on the United States. A ceremony will take place on Wednesday, September 11, 2019, beginning at 9:00 a.m. at the Civic Center Lawn.
- (5) A report on the Vacant Lot Ordinance;
- (6) We will be having cake in honor of Council Member Tanaka's Birthday; and
- (7) As previously announced, City Manager Medrano said that his last day of service with the City of Gardena after serving for over 32 years will be on Thursday, September 19, 2019.

D. COUNCIL REMARKS

- (1) MAYOR PRO TEM KASKANIAN – On August 29, he attended the grand opening for the Adult Korean American class at Nakaoka Community Center. He said there were a lot of seniors in attendance trying to learn English. He encouraged them to contact the City to get more information. He said he attended the Mayor's birthday party and had a lot of fun. On Friday, he attended a fundraising party at the Gardena Elks Lodge, held for children who need funds to pay for treatment expenses.
- (2) COUNCIL MEMBER TANAKA – He said he returned from a short vacation from Maui and apologized to the Mayor for not being able to attend her party but said that he face-timed her, as promised. He attended Officer Knapp's celebration of his life, who passed away from esophageal cancer. He attended the Little Sisters of the Poor fundraiser to help their facility. He went to the Gardena High School All-School Picnic. He said he saw a lot of people he hadn't seen in a long time. He presided over Sergeant Nick Pepper's stepfather's funeral. He attended the South Bay Cities Council of Governments Steering Committee meeting. He attended Coffee with a Cop in the morning. He asked everyone to attend the Patriots Day Ceremony tomorrow, September 11, 2019, at 9:00 a.m. in the quad, in between the Nakaoka Community Center and the Gardena Police Department.
- (3) COUNCIL MEMBER HENDERSON – Since the last Council Meeting, he attended the Mayor's birthday celebration and enjoyed the facetime with Council Member Tanaka. He attended the Holly Park Homeowners Association Meeting. He conducted a few community visits and phone calls. He received a request to start up Open City Hall again but said that will be considered due to costs involved. He attended a Construction 101 graduation with Playa Vista Jobs. He shared that it helps individuals returning home from incarceration to be given an opportunity for a fresh start in construction trades. He said as their board President he was able to pass out belts and boots. He participated in a webinar regarding artificial intelligence and government. He stated that our City has done quite a bit regarding the use of technology. He shared that we received compliments from couple cities in Northern California about how our Council functions as a body and thanked his colleagues for that.

**9. COUNCIL ITEMS, DIRECTIVES, & REMARKS (Continued)****D. COUNCIL REMARKS (Continued)**

- (4) MAYOR CERDA – She attended the Okinawa Association’s 110<sup>th</sup> Anniversary event held at the Nakaoka Community Center. She attended the Gardena Valley Friends of the Library annual installation and anniversary celebration. On Sunday, she attended a Patriots Day Service held at Gardena-Torrance Baptist Church, where they recognized first responders. She thanked our Chief of Police, Police Officers, and Firefighters for being there. The church and the congregation were very thankful and pleased to hold the event for them. She attended the South Bay Association of Realtors meeting where they discussed the homeless crisis and the keynote speaker was Los Angeles Mayor Eric Garcetti. She thanked the President of the South Bay Association of Realtors, our City Clerk, Mina Semenza. She said that Ms. Semenza did an amazing job with the interview. She thanked her and her organization for putting that event together. She said that Mayor Garcetti mentioned that, in Albuquerque, New Mexico, they paid the homeless \$14 an hour to clean up encampment areas. She also said that one of the panelists, a Police Officer from City of Torrance, mentioned that if you call 9-1-1 because of concern about the homeless, there is not much they can do unless the homeless person was committing a crime. She attended Coffee with a Cop held at the newest Starbucks in Gardena on Crenshaw Boulevard near Rosecrans Avenue and thanked the Chief of Police and his staff. She thanked the entire City for getting us to the level of finalist to compete for an Eddy Award, sponsored by the Los Angeles Economic Development Corp. She congratulated City Manager Medrano on his new opportunity and his new job at the state level. She said he will be missed, and that he did an amazing job as Chief of Police, Community Development and Public Works Director, City Manager and a great friend to everyone. She made a special recognition to two of the fire fighters from Fire Station 158: Fire Captain, Mike Chavarrie and Firefighter/Paramedic Ryan Greenup and his K9, Cota, who were activated to assist in the rescue operation in the tropical storm, Dorian. She mentioned that when the roof at Lucky Lady Casino collapsed, they didn’t have to wait long for the K9 team to arrive.
- (5) COUNCIL MEMBER MEDINA – He congratulated our City Manager for his future endeavors up in Sacramento and congratulated Assistant City Manager Clint Osorio. He shared that he came down with a cold and couldn’t attend the Mayor’s birthday party. He attended the Korean ESL Class at the Nakaoka Community Center and shared with the students that learning a second language could decrease the chances of getting dementia or Alzheimer’s. He delivered cakes to Convalescent Homes, which he does every last Friday of the month and that Waste Resources donates the money to purchase the cakes he delivers. He attended the Southern California Association of Governments meeting at which they rejected a methodology for RHNA proposed by an outside source. He said all the cities in California will have an input as far as home development is concerned. He stated that he was very happy that they overturned it and that our cities will have a ‘say so’ regarding to how they will build homes, buildings, parking, and especially the developments for the homeless.

**10. ANNOUNCEMENTS**

- (1) Patriots Day 18<sup>th</sup> Anniversary of the 9/11 attack on the United States. A ceremony will take place on Wednesday, September 11, 2019, at 9:00 a.m., on the Civic Center Lawn between Nakaoka Community Center and the Police Station;
- (2) Community Meeting regarding the new Voting System for the 2020 Election will be held on September 11, 2019, from 6:30 p.m. to 8:00 p.m. at GTRANS, and on Monday, September 16, 2019, at Rowley Park beginning at 1:00 p.m.;
- (3) Promotion Ceremony for Michael Saffell to the position of Deputy Police Chief on Thursday, September 12, 2019, at 10:30 a.m. in the Council Chamber;
- (4) “A Work-Out to Remember,” Saturday, September 14, 2019, at Mas Fukai Park, from 10:00 a.m. to Noon;

**10. ANNOUNCEMENTS (Continued)**

- (5) Annual “Keep Gardena Beautiful” Community Clean-Up Day, Saturday September 21, 2019, 8:00 a.m. to Noon. Volunteers from many community organizations and City Staff will be participating; and
- (6) Annual “Food, Wine & Brew” Festival, Saturday, September 28, 2019, from Noon to 6:00 p.m. This is a fundraiser to give financial support to the Senior Day Care/Alzheimer’s Center.

**11. REMEMBRANCES**

**All those who lost their lives** as a result of the terrorist attacks within the United States on September 11, 2001, **Mrs. Frances Alice Greco Langhans**, 92 years of age, long-time resident of Gardena and beloved mother of former City of Gardena Personnel Technician Janis Greco, who retired in April 2012, after 45 years of service in the Personnel Division of the City of City Manager’s Office; **Mrs. Ernestina Madrid Lopez**, 90 years of age, beloved Aunt of Customer Service Clerk II Elva Bayardo, in the City of Gardena City Clerk’s Office; **Mr. Napoleon Debise**, 64 years of age, former City of Gardena Police Service Officer, who retired in May 2013 after over 20 years of service in the Police Department; and **Mr. Harvey Slaton**, 87 years old, former Firefighter/Engineer, who retired in the 1990s after 20 plus years of service as a member of the City of Gardena Fire Department.

**12. ADJOURNMENT**

At 9:29 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, September 24, 2019.

MINA SEMENZA  
City Clerk of the City of Gardena and  
Ex-officio Clerk of the Council

APPROVED:

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

By: \_\_\_\_\_  
Becky Romero, Deputy City Clerk

CITY OF GARDENA  
PLANNING & ENVIRONMENTAL QUALITY COMMISSION  
TUESDAY, SEPTEMBER 3, 2019, MEETING

\* \* \*

Called to order by Chair Jackson at 7:00 P.M.

**ROLL CALL**

Present: Dale Pierce, Deryl Henderson, Stephen Langley, Steve Sherman, Brenda Jackson

Absent:

Also in Attendance: Lisa Kranitz, City Attorney  
Raymond Barragan, Community Development Manager  
John F. Signo, AICP, Senior Planner  
Amanda Acuna, Planning Assistant

**PLEDGE OF ALLEGIANCE**

Led by Commissioner Pierce.

**APPROVAL OF MINUTES**

A motion was made by Commissioner Langley and Commissioner Pierce to approve the minutes of August 6, 2019. The minutes were approved 5-0.

Ayes: Langley, Pierce, Henderson, Sherman, Jackson

Noes: None

Absent: None

**PUBLIC HEARING**

**Agenda Item #6**

**Conditional Use Permit #1-19**

A request for a conditional use permit to continue operating an existing massage establishment, per section 18.46.030.C.28 of the Gardena Municipal Code, in the Commercial (C-2) zone and direct staff to file a Notice of Exemption for an existing facilities project.

**Project Location: 1630 West Redondo Beach Boulevard, Suite 11**

**Applicant: Shunichiro Kawabata**

Planning Assistant Amanda Acuna presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 14-19, approving Conditional Use Permit #1-19, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

Commissioner Henderson asked if there would be disrobing within the massage establishment.

Ms. Acuna stated that there would be enclosed rooms intended for disrobing, and an area for massages that would not include disrobing.

Commissioner Langley asked for clarification on the site plan, specifically an area that within the parking area.

Ms. Acuna stated that she believed those markings were left over from a different use of that site plan.



Chair Jackson asked if whether the Commission was being asked to decide on a change to the hours of operation for the massage establishment.

Ms. Acuna stated that the applicant was applying for a Conditional Use Permit for the massage establishment use.

Chair Jackson opened the public hearing.

The applicant, Shunichiro Kawabata, 16011 S. Denker Avenue #B, Gardena, CA 90247, stated that he was available for question and that Yoko Tanaka, 16512 S. Harvard Boulevard, Gardena, CA 90247, would be translating for himself.

Chair Jackson asked if the applicant had been the same owners since 1996.

Mr. Kawabata stated that he has been the owner of the business since 2012.

Vice-Chair Sherman asked if the applicant was the owner at the time the business was issued a notice of violation from the Gardena Police Department.

City Attorney Kranitz provided an explanation on the history of the regulation changes that happened with massage establishments and that they that was property certified, that was the most common citation was not a citation for elicit.

Vice-Chair Sherman asked if all the applicant's employees are properly certified.

Mr. Kawabata stated yes.

Commissioner Pierce asked Ms. Tanaka if she had any certification as a translator.

Ms. Tanaka stated that she did not.

Commissioner asked Mr. Kawabata if he was satisfied with Ms. Tanaka's abilities to interpret for him.

Mr. Kawabata stated yes.

Chair Jackson closed the public hearing.

MOTION: It was moved by Commissioner Pierce and seconded by Commissioner Henderson to adopt Resolution No. PC 14-19, approving Conditional Use Permit #1-19, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

The motion passed by the following roll call vote:

Ayes:	Pierce, Henderson, Langley, Sherman, Jackson
Noes:	None
Absent:	None

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

##### **Conditional Use Permit #4-19**

A request for a conditional use permit, per section 18.32.030.B of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine ancillary to an existing restaurant establishment located in the General Commercial/Mixed-Use Overlay (C-3/MUO) zone and direct staff to file a Notice of Exemption as an existing facilities project.

**Project Location: 15420 South Western Avenue, Suite B (APN: 6103-015-051)**

**Applicant: Grace Yang**

Ms. Acuna presented the Staff Report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 15-19, approving

Conditional Use Permit #4-19, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

Vice-Chair Sherman stated that the project plans were not included in the packet.

Ms. Acuna stated that staff apologizes for the oversight.

Vice-Chair Sherman asked regarding the public necessity and convenience form from the Alcohol and Beverage Control (ABC) Department.

Ms. Kranitz stated that the Commission would make a finding of public necessity and convenience to allow the establishment to sell and serve alcohol in conjunction with a restaurant and that public determination would then go to ABC.

Commissioner Henderson asked if staff knew of any establishments have been refused an ABC license because of the overconcentration of alcohol licensing.

Community Development Manager, Raymond Barragan, stated not in recent years.

Commissioner Langley asked if for clarification on where the commercial tenant space was located.

Ms. Acuna stated that the business was located in the same commercial shopping center as Grand Fish Taco and Moana Grill.

Commissioner Pierce asked the applicant if their corporation or any of its entities presently possess an ABC license.

The applicant's representative, Kyu Kim, 905 S. Ardmore Avenue, Los Angeles, CA 90010, stated yes, and added that none were located in the City of Gardena, but rather in Los Angeles County.

Commissioner Pierce asked the applicant's representative if any of the establishments have been cited by the Alcohol Beverage Control Department.

Mr. Kim stated no.

Chair Jackson opened the public hearing.

Chair Jackson closed the public hearing.

MOTION: It was moved by Commissioner Pierce and seconded by Commissioner Henderson to adopt Resolution No. PC 15-19, approving Conditional Use Permit #4-19, subject to the conditions of approval and directing staff to file a Notice of Exemption as an existing facilities project.

The motion passed by the following roll call vote:

Ayes:	Langley, Henderson, Pierce, Jackson
Noes:	Sherman
Absent:	None

### **Agenda Item #5**

#### **Zone Code Amendment #3-19**

A request to make a recommendation to the City Council to adopt Ordinance No. 1806 related to Wireless Facilities. Ordinance No. 1806 modifies the manner in which the City will process applications for wireless facilities in order to comply with federal rules and regulations. References to complying with the Site Plan procedure for wireless facilities will be removed from the Municipal Code and a new section will be added providing that

wireless facilities will be processed in accordance with a policy to be adopted by Resolution of the City Council. The Commission will also make a recommendation to the City Council on the Wireless policy which sets forth the application procedures, requirements, conditions and other matters. Staff has determined that the Zone Code Amendment would not have any significant effects and is therefore exempt from CEQA.

**Project Location: Citywide**

**Applicant: City**

Attorney Jonathan Kramer, the City's consultant on telecommunication issues, presented the staff report and recommended that the Planning and Environmental Quality Commission adopt Resolution No. PC 10-19, recommending that the City Council adopt Ordinance No. 1806 and Resolution No. 6403 and direct staff to file a notice of exemption.

Ms. Kranitz stated that the policy had already been adopted by the City Council as an urgency ordinance to meet certain deadlines and that the policy was coming back to the Planning Commission for final review.

Vice-Chair Sherman asked if the City had missed any of the required deadlines.

Mr. Kramer stated no because the City Council took action.

Ms. Kranitz stated that the proposed ordinance would take all existing provisions out of the ordinance that deals with wireless and provide flexibility to the staff to make proper modifications in long term.

Chair Jackson opened the public hearing.

Chair Jackson closed the public hearing.

Commissioner Henderson asked in regards to the aesthetics of the new cell sites.

Mr. Kramer stated there is a constant change in the aesthetic of the cell sites, and it will be up to staff to have clear and objective standards.

Commissioner Pierce asked if the resolution was written in a flexible way so that resolutions in the future could control the interest of the community.

Mr. Kramer stated yes and that changes to the resolution would come more quickly and would not be required to go through a long cycle of regulatory changes.

Vice-Chair Sherman asked how many applications the City had for small cell sites.

Mr. Kramer stated that there was one application to his knowledge that staff was currently reviewing.

Ms. Kranitz stated that as the small cell sites will now be coming in through the public right-of-way applications will no longer come into the Planning Department anymore but rather to the Public Works Department.

Commissioner Langley asked in the event a wireless company would need an additional proposed streetlight pole, would the City install such equipment to provide uniformity.

Mr. Kramer stated Southern California Edison controls what goes on the streetlight poles but added that the City would have aesthetic goals that would have the least impactful to the residents.

Commissioner Langley stated that he had concerns about the volume of the cell sites the City could have with there being multiple wireless companies.

Mr. Kramer stated that the City would want these companies to underground the equipment for safety matters and to prevent a negative impact on the neighborhood.

Senior Planner John Signo asked if it would be possible to collocate small cell sites onto a single pole.

Mr. Kramer stated yes but added that there are technical restraints that limit the chances of that happening.

Mr. Signo asked if cities were allowed to charge rent for companies to locate their small cell sites on City-owned structures in the public rights-of-way.

Mr. Kramer stated the Federal Communications Commission has certain regulations that limits the amount a City can charge wireless companies.

MOTION: It was moved by Commissioner Langley and seconded by Commissioner Henderson to adopt Resolution No. PC 10-19, recommending that the City Council adopt Ordinance No. 1806 and Resolution No. 6403 and direct staff to file a notice of exemption. The motion passed by the following roll call vote:

Ayes: Langley, Henderson, Pierce, Sherman, Jackson

Noes: None.

Absent:

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

There were no oral communications from the public.

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

There was no report from the Community Development Director.

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

There was no report from the Planning Commission.

#### **ADJOURNMENT**

Chair Jackson adjourned the meeting at 8:30 P.M.

Respectfully submitted,



RAYMOND BARRAGAN, SECRETARY  
Planning and Environmental Quality Commission



BRENDA JACKSON, CHAIR  
Planning and Environmental Quality Commission

MEMORANDUM


TO: Honorable Mayor and City Council  
FROM: Treasurer's Department  
DATE: September 20, 2019  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

(a) September 24, 2019 TOTAL WARRANTS ISSUED: \$571,842.89

Wire Transfer:  
Prepay: 155817-155819  
Check Numbers: 155820-156029  
Checks Voided:

Total Pages of Register: 23

September 13, 2019 TOTAL PAYROLL ISSUED: \$2,061,608.70

for:   
J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155817	9/11/2019	106831 TEN-X TACTICAL	12209	035-00910	AMMUNITION - TX40 RELOADING SYS1	2,359.73
Total :						2,359.73
155818	9/16/2019	106870 TENDER LOVING CARE CATERING, INC.	08/16-08/31/19	034-00411	SENIOR FEEDING PROGRAM	10,571.30
Total :						10,571.30
155819	9/18/2019	106459 ENTERPRISE FM TRUST	2355NW		LEASE BUYOUT FOR 2019 TESLA MOD	44,426.42
Total :						44,426.42
155820	9/24/2019	110813 A PLUS BUILDING TECHS, INC.	PERMIT #50019-0236		PERMIT DEPOSIT REFUND - 16961-169	5,000.00
Total :						5,000.00
155821	9/24/2019	107751 A-A BACKFLOW TESTING &, MAINTENANCE	69615 69682		CERTIFIED TESTING OF (4) BACKFLOW REBUILD BACKFLOW	236.00 592.00
Total :						828.00
155822	9/24/2019	106086 ABC COMPANIES	2868639 2940953 2941752 2942675		GTRANS PARTS SUPPLIES GTRANS PARTS SUPPLIES GTRANS PARTS SUPPLIES GTRANS PARTS SUPPLIES	35.39 141.33 56.03 52.74
Total :						285.49
155823	9/24/2019	101748 AFTERMARKET PARTS COMPANY LLC, THE	81800917 81811259 81824434 81824453 81833567	037-09848 037-09848	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	31.62 293.48 245.27 86.07 601.49
Total :						1,257.93
155824	9/24/2019	110641 AGUILAR, JOSE M. AND CLAUDIA	090519		RENTAL DEPOSIT REFUND - 16004 S.	900.00
Total :						900.00
155825	9/24/2019	110692 ANIMAL CARE EQUIPMENT &, SERVICES LLC	74347		ANIMAL CONTROL EQUIPMENT	213.20
Total :						213.20
155826	9/24/2019	110812 ANM CONSTRUCTION INC.	PERMIT #50019-0231		PERMIT DEPOSIT REFUND - 1517 W. 1:	7,500.00

Page: 1

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Voucher List  
CITY OF GARDENA

Page: 2

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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155827	9/24/2019	102526 ANTHONY'S READY-MIX	1-1031002		PW STREET MAINT SUPPLIES	1,203.93
					Total :	1,203.93
155828	9/24/2019	108625 ARAD OIL INC.	AUGUST 2019		CAR WASH	210.00
					Total :	210.00
155829	9/24/2019	104687 AT&T	13529698 13550718		TELEPHONE~ TELEPHONE~	389.41 220.33
					Total :	609.74
155830	9/24/2019	616090 AT&T	3232408 09/01/19		TELEPHONE	877.81
					Total :	877.81
155831	9/24/2019	100964 AT&T MOBILITY	287275680401X9012019 287275680780X9012019 287275681023X9012019 287290395417X9102019 287293420631X9102019		PD CELL PHONE ACCT #287275680401- PD CELL PHONE ACCT #287275680780 PD CELL PHONE ACCT #287275681023- PD CELL PHONE ACCT #287290395417- PD CELL PHONE ACCT #287293420631	180.89 298.70 1,998.02 374.91 333.74
					Total :	3,186.26
155832	9/24/2019	102880 AUTOPLEX, INC.	11161 11183		2018 FORD INTRCPTR #1554676 BRAKI 2007 FORD ECONOLINE E350 #126707	95.00 1,858.16
					Total :	1,953.16
155833	9/24/2019	102848 BARNES, ELIZABETH B.	081619		BLOCK PARTY CLEAN-UP DEPOSIT RE	100.00
					Total :	100.00
155834	9/24/2019	107141 BARRAGAN, RAYMOND	08/19-08/22		NEIGHBORWORKS TRAINING: COMMU	675.82
					Total :	675.82
155835	9/24/2019	110190 BASNET FAMILY CHILD CARE	AUGUST 2019		CHILD CARE PROVIDER	4,024.00
					Total :	4,024.00
155836	9/24/2019	104371 BATES, LEROY	SEPTEMBER 2019		YOUTH GOLF INSTRUCTOR	120.00
					Total :	120.00

Page: 2

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Voucher List  
CITY OF GARDENA

Page: 3

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155837	9/24/2019	802155 BAYSIDE REPORTING COMPANY	11555 11565		COURT REPOARTING RECORDER'S PE VIDEOGRAPHER'S CANCELLATION FEI	400.00 180.00 Total : 580.00
155838	9/24/2019	102035 BD WHITE TOP SOIL CO., INC.	82369		PARK MAINT SUPPLIES	106.76 Total : 106.76
155839	9/24/2019	103641 BECNEL UNIFORMS	23233		BUS UNIFORM SUPPLIES	995.81 Total : 995.81
155840	9/24/2019	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	657065		HONEY BEE NEST REMOVAL - 2035 W.	95.00 Total : 95.00
155841	9/24/2019	110803 BELTAZAR, ILENE	CIT #155135958		REFUND - CITATION OVERPAYMENT	47.00 Total : 47.00
155842	9/24/2019	110794 BENDER, BRUCE	19-39PD		CLAIM FOR DAMAGES SETTLEMENT	228.00 Total : 228.00
155843	9/24/2019	110809 BHL ENTERPRISES INC.	PERMIT #5001900133		PERMIT DEPOSIT REFUND - 1530 W. EI	7,500.00 Total : 7,500.00
155844	9/24/2019	110796 BLUE BREEZE ENTERTAINMENT	092819		ENTERTAINMENT SERVICES - FOOD, V	900.00 Total : 900.00
155845	9/24/2019	102331 BLUE DIAMOND MATERIALS	1606884 1619908		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	123.22 270.09 Total : 393.31
155846	9/24/2019	108715 BOBBS, CINDY	AUGUST 2019 FY 2018-19 ADJ		CHILD CARE PROVIDER CHILD CARE PROVIDER~	3,442.00 -80.00 Total : 3,362.00
155847	9/24/2019	104045 BOTACH TACTICAL	63921213		PD PROGRAM SUPPLIES	689.63 Total : 689.63
155848	9/24/2019	110795 BOYKIN, J. ANTON	092819		ENTERTAINMENT SERVICES - FOOD, V	900.00

Page: 3



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Voucher List  
CITY OF GARDENA

Page: 4

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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155849	9/24/2019	110811 BRAVO, FRANCISCO	PERMIT #50018-1176		PERMIT DEPOSIT REFUND - 1255 W. 1	7,500.00
					Total :	7,500.00
155850	9/24/2019	102383 BROCK, DAVID	10/01-10/03		DE-ESCALATION TRAINING CONFEREN	150.00
					Total :	150.00
155851	9/24/2019	108892 CAL WEST MOBILE RV SERVICES	2210		SERVICE CALL - REPAIR FANTASTIC VI	605.56
			2211	035-00943	REPAIR VEHICLES	3,883.82
					Total :	4,489.38
155852	9/24/2019	103383 CALPORTLAND	94230959	024-00581	ROWLEY PARK RENOVATION PROJEC	2,106.83
			94236063	024-00581	ROWLEY PARK RENOVATION PROJEC	4,482.07
			94237341	024-00581	ROWLEY PARK RENOVATION PROJEC	4,334.56
					Total :	10,923.46
155853	9/24/2019	110313 CALTIP	94-2019-AUG		INSURANCE CLAIMS DEDUCTIBLE - AL	482.35
					Total :	482.35
155854	9/24/2019	823003 CARL WARREN & COMPANY	AUGUST 2019		CLAIMS MANAGEMENT	2,132.60
					Total :	2,132.60
155855	9/24/2019	803420 CARPENTER, ROTHANS & DUMONT, LAW OFI	33320 07/25/19		PROFESSIONAL SERVICES - SHORT P	27.00
			33325 07/25/19		PROFESSIONAL SERVICES - SHORT P	587.25
			33333		PROFESSIONAL SERVICES - R.GIBSON	236.30
			33334		PROFESSIONAL SERVICES - J.HALLIB	126.00
			33337		PROFESSIONAL SERVICES - S.THOMA	105.90
			33511		PROFESSIONAL SERVICES - J.LAMAS	346.90
			33512		PROFESSIONAL SERVICES - C.JONES	1,733.35
			33514		PROFESSIONAL SERVICES - H.VASQUI	72.00
			33515		PROFESSIONAL SERVICES - L.VALDEZ	1,527.80
			33516		PROFESSIONAL SERVICES - C.DAVIS A	1,458.26
			33517		PROFESSIONAL SERVICES - S.HILL V.	864.65
			33518		PROFESSIONAL SERVICES - D.YUN V.	234.00
					Total :	7,319.41
155856	9/24/2019	110806 CENTURION CAPITAL LLC	PERMIT #50019-0927		PERMIT DEPOSIT REFUND - 1047 W. 1	34.00

Page: 4

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155856	9/24/2019	110806 110806 CENTURION CAPITAL LLC	(Continued)		Total :	34.00
155857	9/24/2019	103489 CF UNITED LLC	144-H-082519-083119		CAR WASH - AUGUST 2019	216.00
					Total :	216.00
155858	9/24/2019	110605 CHANDLER ASSET MANAGEMENT	1908GARDENA	013-00027	INVESTMENT MGMT SERVICES - AUGL	1,319.03
					Total :	1,319.03
155859	9/24/2019	108378 CHARLES E. THOMAS COMPANY INC.	47625 PERMIT #16059	037-09850	DESIGNATED OPERATOR SERVICE	200.00
					PERMIT DEPOSIT REFUND - 13626 S. F	2,000.00
					Total :	2,200.00
155860	9/24/2019	110805 CHICK-FIL-A INC.	PERMIT #50018-0430		PERMIT DEPOSIT REFUND - 16210 CRE	696.75
					Total :	696.75
155861	9/24/2019	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY CA	AUGUST 2019 FY 2018-19 ADJ		CHILD CARE PROVIDER	6,957.00
					CHILD CARE PROVIDER~	-84.00
					Total :	6,873.00
155862	9/24/2019	110146 CHUCK THOMAS INVESTIGATIONS	08/22-08/22/19		PROFESSIONAL SERVICES	1,105.68
					Total :	1,105.68
155863	9/24/2019	109389 CHUNG, KASEY	SEPTEMBER 2019		GYMNASTICS INSTRUCTOR	1,188.00
					Total :	1,188.00
155864	9/24/2019	312105 CITY OF LOS ANGELES	94 MA 200000008		TRAFFIC SIGNAL MAINTENANCE & OPI	834.17
					Total :	834.17
155865	9/24/2019	110122 COMMANDSTAT ANALYTICS, INC	154		DATABASE MGMT & REPORTING PREP	1,800.00
					Total :	1,800.00
155866	9/24/2019	103125 COMPLETE COACH WORKS	78279		GTRANS AUTO PARTS	128.93
					Total :	128.93
155867	9/24/2019	102895 CONSOLIDATED DESIGN WEST	0370596		JAZZ FESTIVAL BANNERS	802.53
					Total :	802.53
155868	9/24/2019	103274 CONTRERAS, LUIS	10/01-10/03		DE-ESCALATION TRAINING CONFEREN	150.00

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 6

Bank code : USB

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155868	9/24/2019	103274 103274 CONTRERAS, LUIS	(Continued)		Total :	150.00
155869	9/24/2019	102388 COPYLAND, INC.	70077		GLOSS BOOK, 8.5X11	449.17
					Total :	449.17
155870	9/24/2019	103512 CRENSHAW LUMBER CO.	47040		BLDG MAINT SUPPLIES	3.20
			47917		STREET MAINT SUPPLIES	9.99
			48141		STREET MAINT SUPPLIES	36.58
					Total :	49.77
155871	9/24/2019	105876 CRENSHAW WHOLESALE ELECTRIC, SUPPLY 744277			BLDG MAINT SUPPLIES	208.03
					Total :	208.03
155872	9/24/2019	102228 DAILY BREEZE	0011304391	037-09866	CLASSIFIED ADS - PROPOSED BUS CH	2,049.00
					Total :	2,049.00
155873	9/24/2019	303459 DEPARTMENT OF JUSTICE	393886	035-00938	FINGERPRINT APPS - JULY 2019	2,739.00
			399900	035-00944	FINGERPRINT APPS - AUGUST 2019	2,250.00
					Total :	4,989.00
155874	9/24/2019	312117 DEPARTMENT OF WATER & POWER	082819		LIGHT & POWER	59.98
					Total :	59.98
155875	9/24/2019	110770 DW ENGINEERING, INC.	1577	024-00586	ROWLEY PARK HVAC SERVICE	2,500.00
					Total :	2,500.00
155876	9/24/2019	109416 E S SPORTS	10955		2019 TESLA WINDOW TINT	245.00
					Total :	245.00
155877	9/24/2019	105418 EMPIRE CLEANING SUPPLY	1128031		CUSTODIAL SUPPLIES	1,723.92
			1130848		CUSTODIAL SUPPLIES	713.41
					Total :	2,437.33
155878	9/24/2019	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI AUGUST 2019			CHILD CARE PROVIDER	6,013.00
					Total :	6,013.00
155879	9/24/2019	105392 ENTENMANN-ROVIN COMPANY	0146003		EMPLOYEE SERVICE PINS	315.22

Page: 6

Voucher List  
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155879	9/24/2019	105392 105392 ENTENMANN-ROVIN COMPANY	(Continued)		<b>Total :</b>	<b>315.22</b>
155880	9/24/2019	103795 ESCALANTE FAMILY CHILD CARE	AUGUST 2019 FY 2018-19 ADJ		CHILD CARE PROVIDER	7,393.00
					CHILD CARE PROVIDER~	-112.00
					<b>Total :</b>	<b>7,281.00</b>
155881	9/24/2019	107510 ESCALANTE, WENDY E.	AUGUST 2019		CHILD CARE PROVIDER	6,306.00
					<b>Total :</b>	<b>6,306.00</b>
155882	9/24/2019	109426 ESPINOSA, VANESSA	08/16-08/30/19 09/02-09/13/19		PROFESSIONAL SERVICES - CASE WC	1,470.00
					PROFESSIONAL SERVICES - CASE WC	1,470.00
					<b>Total :</b>	<b>2,940.00</b>
155883	9/24/2019	110799 ESTAR ENTERTAINMENT	092819		ENTERTAINMENT SERVICES - FOOD, V	930.00
					<b>Total :</b>	<b>930.00</b>
155884	9/24/2019	108574 EVANBROOKSASSOCIATES, INC.	19008-2	037-09845	NTD PASSENGER MILES DATA COLLEC	4,632.73
					<b>Total :</b>	<b>4,632.73</b>
155885	9/24/2019	104380 E-Z FLOW CONCRETE PUMPING	8995		STREET MAINT SUPPLIES	305.00
					<b>Total :</b>	<b>305.00</b>
155886	9/24/2019	100055 FAIR HOUSING FOUNDATION	JULY 2019		CDBG CONSULTANT	2,092.29
					<b>Total :</b>	<b>2,092.29</b>
155887	9/24/2019	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2505941908 2514281908		DRUG TEST/ADMIN FEE	410.30
					DRUG TEST/ADMIN FEE	10.69
					<b>Total :</b>	<b>420.99</b>
155888	9/24/2019	110683 FOBBS-HOLMAN, FAITH	AUGUST 2019		CHILD CARE PROVIDER	1,918.00
					<b>Total :</b>	<b>1,918.00</b>
155889	9/24/2019	303351 FRANCHISE TAX BOARD	592 2019		RESIDENT/NON-RESIDENT WITHHOLD	175.00
					<b>Total :</b>	<b>175.00</b>
155890	9/24/2019	107724 GARCIA, CLAUDIA CRISTINA	AUGUST 2019 FY 2018-19 ADJ JUNE 2019 ADJ		CHILD CARE PROVIDER	9,483.00
					CHILD CARE PROVIDER~	-128.00
					CHILD CARE PROVIDER	44.00

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 8

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155890	9/24/2019	107724 107724 GARCIA, CLAUDIA CRISTINA	(Continued)		Total :	9,399.00
155891	9/24/2019	100391 GARCIA, JAMES	RECEIPT #70296		REFUND - JAZZ FESTIVAL SPONSOR V	85.00
					Total :	85.00
155892	9/24/2019	207133 GARCIA, NANCY C.	AUGUST 2019 FY 2018-19 ADJ		CHILD CARE PROVIDER CHILD CARE PROVIDER~	6,088.00 -10.00
					Total :	6,078.00
155893	9/24/2019	108183 GARDENA ACE HARDWARE	59995		STREET MAINT SUPPLIES	13.09
					Total :	13.09
155894	9/24/2019	107030 GARDENA AUTO PARTS	100662 101061		PW AUTO PARTS PW AUTO PARTS	38.54 59.13
					Total :	97.67
155895	9/24/2019	107436 GARDENA VALLEY JCI	PERMIT #50017-0853		PERMIT DEPOSIT REFUND - 1964 W. 16	7,500.00
					Total :	7,500.00
155896	9/24/2019	619005 GAS COMPANY, THE	083019 090619		GAS CNG FUEL - AUGUST 2019	1,401.30 518.85
					Total :	1,920.15
155897	9/24/2019	106763 GENERAL INDUSTRIAL TOOL &, SUPPLY	1171093-01		SIGNS/SIGNALS SUPPLIES	167.54
					Total :	167.54
155898	9/24/2019	106470 GILLIG LLC	40601136 40604513 40606520 40609958 40611917 40615455 40615456 40616813		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	67.76 1,224.67 383.69 854.74 1,055.26 854.74 938.42 12.37
					Total :	5,391.65
155899	9/24/2019	110723 GRIFFIN, TANNER	09/01-09/15/19		SPORTS OFFICIAL	150.00

Page: 8

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 9

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155899	9/24/2019	110723 110723 GRIFFIN, TANNER	(Continued)		Total :	150.00
155900	9/24/2019	110435 GUERRERO, ANGELICA	AUGUST 2019		CHILD CARE PROVIDER	6,239.00
					Total :	6,239.00
155901	9/24/2019	110802 GUILLORY, BRIDGET	CIT #244124452		REFUND - CITATION DISMISSED	342.00
					Total :	342.00
155902	9/24/2019	207359 GUZZO, DANIEL	08/26-08/28		MEAL REIMBURSEMENT - TRAFFIC SA	102.00
					Total :	102.00
155903	9/24/2019	110804 HAGA, MIKIKO	091119		REFUND - RESIDENTIAL REBATE PROX	3,000.00
					Total :	3,000.00
155904	9/24/2019	109665 HAMPTON, HARRY	09/01-09/15/19		SPORTS OFFICIAL	100.00
					Total :	100.00
155905	9/24/2019	208114 HASSOLDT, MATTHEW S.	082919 091019		MEDICAL REIMBURSEMENT MEDICAL REIMBURSEMENT	519.70 525.00
					Total :	1,044.70
155906	9/24/2019	108607 HENDERSON-BATISTE, TANEKA	AUGUST 2019 FY 2018-19 ADJ	S	CHILD CARE PROVIDER CHILD CARE PROVIDER~	3,645.00 -100.00
					Total :	3,545.00
155907	9/24/2019	104248 HENRY, GRANT	071019		BLOCK PARTY CLEAN-UP DEPOSIT RE	100.00
					Total :	100.00
155908	9/24/2019	108434 HOME DEPOT CREDIT SERVICES	1132083 1231881 1255424 2044733 2055427 2320420 5022839 5050462 5054855 5280408		PD PROGRAM SUPPLIES HOME IMPROVEMENT PROGRAM PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES HOME IMPROVEMENT PROGRAM PD PROGRAM SUPPLIES PD PROGRAM SUPPLIES BLDG MAINT SUPPLIES STREET MAINT SUPPLIES	16.50 -11.52 45.40 25.39 499.16 520.75 17.49 76.05 161.17 38.29

Page: 9

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 10

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155908	9/24/2019	108434 HOME DEPOT CREDIT SERVICES	(Continued)			
			6546149		BLDG MAINT SUPPLIES	19.14
			7351194		HOME IMPROVEMENT PROGRAM	271.72
			7521690		EV STATION PROJECT SUPPLIES	174.64
			8054337		STREET MAINT SUPPLIES	219.44
			8314189		HOME IMPROVEMENT PROGRAM	114.26
			9526606		PD PROGRAM SUPPLIES	81.26
					<b>Total :</b>	<b>2,269.14</b>
155909	9/24/2019	108430 HOME PIPE & SUPPLY	F14570		BLDG MAINT SUPPLIES	1,001.12
			F15225		BLDG MAINT SUPPLIES	43.39
			F15328		BLDG MAINT SUPPLIES	24.79
			F15476		BLDG MAINT SUPPLIES	1,553.72
			F15577		BLDG MAINT SUPPLIES	1,846.22
			F15583		BLDG MAINTENANCE SUPPLIES	21.70
			F15704		BLDG MAINT SUPPLIES	65.68
			F15708		BLDG MAINT SUPPLIES	273.74
					<b>Total :</b>	<b>4,830.36</b>
155910	9/24/2019	101031 HOUSING PROGRAMS	19-3-MARTIN		OORP STATE HOME PROG.- 13904 S. V	1,125.00
			CP-19-3		CDBG - PREPARATION OF FINAL CDBG	1,360.00
					<b>Total :</b>	<b>2,485.00</b>
155911	9/24/2019	110691 IMPACT CANOPIES USA	INV000051810	034-00401	SPECIAL EVENTS TENTS	1,929.70
					<b>Total :</b>	<b>1,929.70</b>
155912	9/24/2019	110222 INTERAMERICAN MOTOR, LLC	110-164328		GTRANS AUTO PARTS	148.31
			110-164475		GTRANS AUTO PARTS	37.08
					<b>Total :</b>	<b>185.39</b>
155913	9/24/2019	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	130088834		GTRANS AUTO PARTS	1,790.13
			40524734		GTRANS AUTO PARTS	326.01
					<b>Total :</b>	<b>2,116.14</b>
155914	9/24/2019	110733 J & S PROPERTY MANAGEMENT AND, MAINT	4350	037-09857	LANDSCAPE MAINTENANCE SERVICE	1,295.83
					<b>Total :</b>	<b>1,295.83</b>
155915	9/24/2019	109686 JACKSON, ALEXANDRA	SEPTEMBER 2019		MATH/READING INSTRUCTOR	672.00

Page: 10

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 11

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155915	9/24/2019	109686 109686 JACKSON, ALEXANDRA	(Continued)		Total :	672.00
155916	9/24/2019	104323 JACKSON, EVAN	08/26-08/28		MEAL REIMBURSEMENT - TRAFFIC SA	102.00
					Total :	102.00
155917	9/24/2019	210001 JAMISON, JACQUELYN	AUGUST 2019		CHILD CARE PROVIDER	3,460.00
					Total :	3,460.00
155918	9/24/2019	107617 JEFFRIES, QUIANA	3128		FOOD, WINE & CIGAR FESTIVAL - LIVE	150.00
					Total :	150.00
155919	9/24/2019	105226 JEKAL FAMILY CHILD CARE	AUGUST 2019 FY 2018-19 ADJ		CHILD CARE PROVIDER CHILD CARE PROVIDER~	5,969.00 -44.00
					Total :	5,925.00
155920	9/24/2019	110789 JERSEY MIKE'S SUBS	092119		GARDENA BEAUTIFUL DAY CATERING	1,600.00
					Total :	1,600.00
155921	9/24/2019	110356 JIMNI SYSTEMS, INC.	32332		SERVICE CALL - PHASE 2 OF 2 REPAIR	1,830.35
					Total :	1,830.35
155922	9/24/2019	109710 JOHNSON, AMANDA	09/01-09/15/19		SPORTS SCOREKEEPER	108.00
					Total :	108.00
155923	9/24/2019	110773 KANE, RICHARD	PERMIT #15993 3/5/19		PERMIT DEPOSIT REFUND - 2200 W. EI	445.00
					Total :	445.00
155924	9/24/2019	211429 KEMP, TAMARA	SEPTEMBER 2019		DANCE INSTRUCTOR	1,364.00
					Total :	1,364.00
155925	9/24/2019	110456 KHAIRZADA, MAHMOODA	AUGUST 2019		CHILD CARE PROVIDER	5,126.00
					Total :	5,126.00
155926	9/24/2019	111045 KJ SERVICES	1535 1536 1659 1660		BOTTLE & CAN RECYCLING PROGRAM USED OIL PROGRAM EXPENSE - ~ USED OIL PROGRAM EXPENSE ~ BOTTLE & CAN RECYCLING PROGRAM	760.00 180.00 1,775.23 786.25

Page: 11



vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 12

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155926	9/24/2019	111045 111045 KJ SERVICES	(Continued)		Total :	3,501.48
155927	9/24/2019	110677 KOFF & ASSOCIATES, INC	5499	023-01218	PROFESSIONAL SERVICES - JOB CLAS	4,726.00
			5570	023-01218	PROFESSIONAL SERVICES - JOB CLAS	278.00
					Total :	5,004.00
155928	9/24/2019	312655 L.A. COUNTY AUDITOR-CONTROLLER	2019/2020		LOCAL AGENCY FORMATION COMMIS	3,139.96
					Total :	3,139.96
155929	9/24/2019	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	19081300574	024-00587	TRAFFIC SIGNAL MAINT - HIGHWAY SA	3,085.62
					Total :	3,085.62
155930	9/24/2019	110783 LA COUNTY METRO TRANSPORTATION, AGE	ROE19882BUS		GTRANS ENTRY PERMIT	250.00
					Total :	250.00
155931	9/24/2019	109939 LA UNIFORMS & TAILORING	2808		PD UNIFORM SUPPLIES	92.97
			2809		PD UNIFORM SUPPLIES	98.44
			2950		PD UNIFORM SUPPLIES	75.00
					Total :	266.41
155932	9/24/2019	112015 LACERDA, DALVANICE	AUGUST 2019		CHILD CARE PROVIDER	9,134.00
			FY 2018-19 ADJ		CHILD CARE PROVIDER~	-48.00
					Total :	9,086.00
155933	9/24/2019	110801 LAIDONER, GAIL M.	090319		CONCERT ON THE LAWN SUPPLIES	50.00
					Total :	50.00
155934	9/24/2019	105874 LAWSON PRODUCTS, INC.	9306939064		BUS SHOP SUPPLIES	710.35
					Total :	710.35
155935	9/24/2019	103704 LEGAUX, CLIFFORD	SEPTEMBER 2019		TENNIS INSTRUCTOR	688.00
					Total :	688.00
155936	9/24/2019	108333 LIFELINE RESCUE	58226		CPR/FIRST AID TRAINING	900.00
					Total :	900.00
155937	9/24/2019	102233 LITTLE PEOPLE DAY CARE	AUGUST 2019		CHILD CARE PROVIDER	6,550.00

Page: 12

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 13

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155937	9/24/2019	102233 102233 LITTLE PEOPLE DAY CARE	(Continued)		Total :	6,550.00
155938	9/24/2019	109517 LOAD N' GO BUILDING MATERIALS	11639		STREET MAINT SUPPLIES	64.06
			11675		STREET MAINT SUPPLIES	50.35
					Total :	114.41
155939	9/24/2019	112461 LONG BEACH TRANSIT	I0007451		GTRANS SHOP SUPPLIES	500.00
					Total :	500.00
155940	9/24/2019	112615 LU'S LIGHTHOUSE, INC.	01148571		GTRANS SHOP SUPPLIES	35.82
			01149119		GTRANS SHOP SUPPLIES	24.75
					Total :	60.57
155941	9/24/2019	110204 MA-5	1010	035-00939	INVESTIGATION SERVICES - JULY 2019	3,880.00
			1011	035-00939	INVESTIGATION SERVICES - AUGUST 2019	3,832.50
					Total :	7,712.50
155942	9/24/2019	105082 MAJESTIC LIGHTING, INC.	ML74380		BLDG MAINT SUPPLIES	42.85
			ML74476		BLDG MAINT SUPPLIES	137.90
			ML74482		BLDG MAINT SUPPLIES	277.16
			ML74508		BLDG MAINT SUPPLIES	109.48
			ML74516		BLDG MAINT SUPPLIES	129.92
			ML74546		EV STATION PROJECT SUPPLIES	16.79
			ML74572		EV STATION PROJECT SUPPLIES	21.55
			ML74577		EV STATION PROJECT SUPPLIES	6.13
			ML74649		EV STATION PROJECT SUPPLIES	37.19
					Total :	778.97
155943	9/24/2019	109203 MAKAI SOLUTIONS	3037		REPAIR FOR BAY #2	545.06
			3064		REPAIR - COMPRESSOR HRA25D	1,046.25
					Total :	1,591.31
155944	9/24/2019	104841 MAR-CO EQUIPMENT COMPANY	164604		PW MAINT SUPPLIES	1,125.47
			164605		PW MAINT SUPPLEIS	873.20
					Total :	1,998.67
155945	9/24/2019	118409 MARIE CALLENDER'S	92096		FOOD, WINE & BREW FESTIVAL SUPPL	320.00

Page: 13

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 14

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155945	9/24/2019	118409 118409 MARIE CALLENDER'S	(Continued)		Total :	320.00
155946	9/24/2019	107644 MARTINEZ, CHERYL NAOMI	AUGUST 2019 FY 2018-19 ADJ		CHILD CARE PROVIDER CHILD CARE PROVIDER~	5,638.00 -1,424.00
					Total :	4,214.00
155947	9/24/2019	104773 MARTINEZ, KAMBY	AUGUST 2019		CHILD CARE PROVIDER	6,557.00
					Total :	6,557.00
155948	9/24/2019	113064 MCMASTER-CARR SUPPLY COMPANY	12847671 13107524 13882404 14408971 14756316 14759397		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES JAZZ FESTIVAL SUPPLIES GTRANS SHOP SUPPLIES PW SHOP SUPPLIES GTRANS SHOP SUPPLIES	291.78 82.57 237.22 157.83 463.33 743.71
					Total :	1,976.44
155949	9/24/2019	110797 MENDONCA, DONALD MARCOS	092819		ENTERTAINMENT SERVICES - FOOD, V	1,200.00
					Total :	1,200.00
155950	9/24/2019	108699 MEZIERE ENTERPRISES INC.	60071		ELECTRIC WATER PUMP	760.30
					Total :	760.30
155951	9/24/2019	107505 MOUSER ELECTRONICS, INC.	53688818		GTRANS AUTO SUPPLIES	55.95
					Total :	55.95
155952	9/24/2019	109056 MULTICARD	1200069542		YMCKT RIBBON, CARDS	971.37
					Total :	971.37
155953	9/24/2019	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	417937		PROPANE GAS	76.97
					Total :	76.97
155954	9/24/2019	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	65177782 65248705 65322874		RANDOM DOT PHYSICALS - E.JENKINS RETURN TO WORK PHYSICAL - B.OYA RANDOM DOT PHYSICAL, BAT - R.BELL	368.00 108.00 491.00
					Total :	967.00
155955	9/24/2019	109726 OFF DUTY CPO ESS	81419.2	034-00415	SECURITY SERVICES - JAZZ FESTIVAL	550.00

Page: 14

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 15

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155955	9/24/2019	109726 OFF DUTY CPO ESS	(Continued) 82519.1	034-00415	SECURITY SERVICES - JAZZ FESTIVAL	500.00
Total :						1,050.00
155956	9/24/2019	115168 OFFICE DEPOT	354067013 361356475 371678585 371868469 371868984 371868985 372994264		PRINT SHOP OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES FCC OFFICE SUPPLIES FCC OFFICE SUPPLIES FCC OFFICE SUPPLIES PD OFFICE SUPPLIES	32.82 84.70 86.59 37.99 106.01 14.22 174.86
Total :						537.19
155957	9/24/2019	111358 O'REILLY AUTO PARTS	331394 334802 337066 337207 337208 FEB-JUL 2019		PW AUTO PARTS GTRANS AUTO PARTS PD AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS EB CREDIT	139.24 129.32 755.79 6.79 48.45 -42.45
Total :						1,037.14
155958	9/24/2019	115810 ORKIN PEST CONTROL	187020846 188192864 188192865		PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703	230.90 230.90 230.90
Total :						692.70
155959	9/24/2019	109890 OWUSU FAMILY CHILD CARE	AUGUST 2019		CHILD CARE PROVIDER	6,221.00
Total :						6,221.00
155960	9/24/2019	109165 PACIFIC FIRE AND MARINE	2541		BUS SHOP SUPPLIES	1,856.03
Total :						1,856.03
155961	9/24/2019	100495 PATIN, KEOWN	09/01-09/15/19		SPORTS OFFICIAL	200.00
Total :						200.00
155962	9/24/2019	110403 PENN RECORDS MANAGEMENT	0113056		OFF-SITE STORAGE SERVICES - AUGL	51.00
Total :						51.00

Page: 15

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 16

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155963	9/24/2019	116140 PETE'S ROAD SERVICE, INC.	347174		TIRES - HANKOOK 11R225 G DL07	1,888.86
Total :						1,888.86
155964	9/24/2019	307101 PETTY CASH FUND	07/09-09/09/19		REPLENISH PETTY CASH	465.70
Total :						465.70
155965	9/24/2019	105574 PINNACLE PETROLEUM, INC.	0199929	037-09859	87 OCTANE REGULAR UNLEADED CAF	23,342.21
			0199930	037-09859	87 OCTANE REGULAR UNLEADED CAF	23,606.70
Total :						46,948.91
155966	9/24/2019	106092 PRUDENTIAL OVERALL SUPPLY	42440809		UNIFORM & SUPPLY RENTAL	210.00
			42440810		UNIFORM & SUPPLY RENTAL	111.64
			42440811		UNIFORM & SUPPLY RENTAL	96.55
			42440812		SUPPLY RENTAL - MATS - PD	52.67
			42440813		SUPPLY RENTAL - MATS - NCC	12.42
			42440814		SUPPLY RENTAL - MATS - CH	16.05
			42440815		SUPPLY RENTAL - MATS - HS	8.28
			42442916		UNIFORM & SUPPLY RENTAL	241.70
			42442917		UNIFORM & SUPPLY RENTAL	111.64
			42442918		UNIFORM & SUPPLY RENTAL	95.31
			42442919		SUPPLY RENTAL - MATS - GMBL	8.10
Total :						964.36
155967	9/24/2019	118850 R.H.F., INC.	74591		NHTSA TESTING & RECERTIFICATION -	85.00
			74592		NHTSA TESTING & RECERTIFICATION -	85.00
			74593		NHTSA TESTING & RECERTIFICATION -	85.00
			74594		NHTSA TESTING & RECERTIFICATION -	85.00
			74595		NHTSA TESTING & RECERTIFICATION -	85.00
Total :						425.00
155968	9/24/2019	110542 RAMIREZ, ISAAC	08/01-08/15/19		SPORTS SCOREKEEPER	50.00
Total :						50.00
155969	9/24/2019	100147 RCI IMAGE SYSTEMS	76264		MICROFICHE SCANNING 200 OR 300 D	46.81
Total :						46.81
155970	9/24/2019	103072 REACH	0919138		EAP SERVICES/REACHLINE NEWSLET	902.00

Page: 16

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 17

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155970	9/24/2019	103072 103072 REACH	(Continued)		Total :	902.00
155971	9/24/2019	101511 READYREFRESH	19H0010113405		DRINKING WATER SERVICE	137.94
					Total :	137.94
155972	9/24/2019	118476 RICOH USA, INC.	9027527859		RICOH MPC6502SP COPIER LEASE -	735.30
			9027527861		RICOH MPC3503 COPIER LEASE - CLEI	174.77
			9027527868		RICOH PRO8100S COPIER LEASE - PD	457.21
			9027527870		RICOH MPC3503 COPIER LEASE - CM~	245.06
			9027527877		RICOH MPC3503 COPIER LEASE - CD~	234.99
			9027572642		RICOH MPC3503 COPIER LEASE - CHIE	139.50
			9027572758		RICOH PRO8100S COPIER LEASE - PR	378.38
			9027572866		RICOH MPC3503 COPIER LEASE - PW -	164.02
			9027572940		RICOH MPC3503 COPIER LEASE - FCC	314.31
			9027572984		RICOH MPC3503 COPIER LEASE - HS~	126.62
			9027573165		RICOH MPC6003 COPIER LEASE - PD -	207.68
			9027573260		RICOH DD6650P COPIER LEASE - PRIN	552.46
			9027573278		RICOH MPC3503 COPIER LEASE - BUS	181.19
			9027573281		RICOH MPC3503 COPIER LEASE - REC	186.49
			9027573408		RICOH LEASE & USAGE CHARGES - V/	2,262.57
			9027573505		RICOH MPC3503 COPIER LEASE - SR. I	151.23
			9027573542		RICOH MPC3503 COPIER LEASE - ADM	151.91
					Total :	6,663.69
155973	9/24/2019	109323 RIVERAS LAWNMOWER SHOP, INC.	1328		PW MAINT SUPPLIES	121.48
			1329		PW MAINT SUPPLIES	175.19
					Total :	296.67
155974	9/24/2019	100585 RKA CONSULTING GROUP	29103		ENGINEERING PLAN CHECK SERVICE:	910.00
					Total :	910.00
155975	9/24/2019	119126 S.B.R.P.C.A.	02052		PD AUTO PARTS	1,131.50
			03711		PD AUTO PARTS	435.49
			03712		PD AUTO PARTS	490.91
			03713		PD AUTO PARTS	358.31
			03714		PD AUTO PARTS	1,131.50
			03715		EQUIPMENT REPAIR CF-19	1,074.09

Page: 17

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 18

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155975	9/24/2019	119126 S.B.R.P.C.A.	(Continued) 03716 03717		PD AUTO PARTS PD AUTO PARTS	149.72 435.49
					Total :	5,207.01
155976	9/24/2019	119022 SAFEMART OF SOUTHERN, CALIFORNIA	91535 99000		PD PROGRAM SUPPLIES BLDG MAINT SUPPLIES	25.16 337.90
					Total :	363.06
155977	9/24/2019	103185 SAFETY SERVICES COMPANY	807710		SAFETY MEETINGS: CONSTRUCTION	571.24
					Total :	571.24
155978	9/24/2019	119015 SAFETY-KLEEN CORPORATION	80634536 80697250 80722952	024-00584	SERVICE AQUEOUS PARTS WASHER SERVICE AQUEOUS PARTS WASHER SERVICE SUMPS IN PUBLIC WORKS Y/	521.22 1,158.81 3,435.14
					Total :	5,115.17
155979	9/24/2019	119016 SAM'S CLUB	1086 08/28/19 3654 6806		FCC PROGRAM SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES	18.96 19.69 264.40
					Total :	303.05
155980	9/24/2019	219355 SARGENT, MICHAEL	10/01-10/03		DE-ESCALATION TRAINING CONFEREN	150.00
					Total :	150.00
155981	9/24/2019	105220 SEA-CLEAR POOLS, INC.	19-1052		PARK MAINT SUPPLIES	509.02
					Total :	509.02
155982	9/24/2019	107006 SHAMROCK COMPANIES	2324359 2326112		BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES	18.78 27.17
					Total :	45.95
155983	9/24/2019	106050 SHEHATA, AMY	AUGUST 2019		CHILD CARE PROVIDER	10,567.00
					Total :	10,567.00
155984	9/24/2019	110724 SHERMAN, TYAH	09/01-09/15/19		SPORTS OFFICIAL	24.00
					Total :	24.00

Page: 18

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 19

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155985	9/24/2019	109918 SHIGE'S FOREIGN CAR SERVICE	76555		2012 CHEVY TAHOE #1415462 OIL & FIL	26.74
			76577		2016 FORD INTRCPTR #1488059 A/C SE	101.58
			76589		2014 FORD INTRCPTR #1442351 SERVI	454.79
			76655		2007 NISSN ALTIMA #6HSR990 BATTER	105.57
			76757		2016 FORD INTRCPTR #1488058 BATTE	200.43
			76998		2016 FORD INTRCPTR #1488058 SERVI	317.11
			77040		2016 FORD INTRCPTR #1488058 AIR	748.10
			77056		2018 FORD INTRCPTR #1554678 SERVI	43.51
			77071		2016 FORD INTRCPTR #1488059 A/C SE	463.12
					Total :	2,460.95
155986	9/24/2019	119248 SIDEBOTHAM, RICHARD	08906		COUNTING MACHINE MAINT PARTS	130.26
			08980		MONTHLY SERVICE - COUNTING MACH	385.00
					Total :	515.26
155987	9/24/2019	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	AUGUST 2019		CHILD CARE PROVIDER	6,262.00
					Total :	6,262.00
155988	9/24/2019	119378 SMARDAN SUPPLY CO.	S3413906		BLDG MAINT SUPPLIES	76.96
					Total :	76.96
155989	9/24/2019	109531 SMILLIN, MAGE	AUGUST 2019		CHILD CARE PROVIDER	9,575.00
					Total :	9,575.00
155990	9/24/2019	102328 SMITH MANUFACTURING	84541		PW MAINT SUPPLIES	406.27
					Total :	406.27
155991	9/24/2019	110808 SMITH, CYNTHIA	183/71684		REFUND - ADULT TENNIS CLASS	40.00
					Total :	40.00
155992	9/24/2019	102027 SOUTH BAY ELECTRIC MOTORS, INC	26163		BUS AUTO PARTS	1,314.06
			26166		REPAIR REULAND MOTOR	1,291.01
			26173		BUS AUTO PARTS	1,473.04
					Total :	4,078.11
155993	9/24/2019	119447 SOUTH BAY FORD	155850		PW AUTO PARTS	412.16
			FXCS928601		2015 FORD EXPLR #1462841 - SERVICE	185.05

Page: 19



vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 20

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155993	9/24/2019	119447 119447 SOUTH BAY FORD	(Continued)		Total :	597.21
155994	9/24/2019	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	102810		P66 SHIELD CHOICE 5W20 OIL	1,677.93
			104151		DELO GEAR EP5 80W90	1,919.26
					Total :	3,597.19
155995	9/24/2019	108238 SPARKLETT'S	15638236 091319		DRINKING WATER FILTRATION SYSTEM	37.00
					Total :	37.00
155996	9/24/2019	109067 SPEAKWRITE	ae6a206f		TRANSCRIPTION SERVICES - AUGUST	638.48
					Total :	638.48
155997	9/24/2019	107437 SUN ENGINEERING	PERMIT #14092		PERMIT DEPOSIT REFUND - 1650 W,	3,000.00
					Total :	3,000.00
155998	9/24/2019	220418 TALISON, LUCILLE	AUGUST 2019		CHILD CARE PROVIDER	4,366.00
					Total :	4,366.00
155999	9/24/2019	100609 TANK SPECIALISTS OF CALIFORNIA	29142		CERTIFIED DESIGNATED OPERATOR S	189.75
			29172		CERTIFIED DESIGNATED OPERATOR S	189.75
					Total :	379.50
156000	9/24/2019	106220 TAPSCOTT, SEIDRIC	09/01-09/15/19		SPORTS OFFICIAL	225.00
					Total :	225.00
156001	9/24/2019	107928 TELECOM LAW FIRM, P.C.	6870		PROFESSIONAL SERVICES - WIRELES	1,180.30
					Total :	1,180.30
156002	9/24/2019	106870 TENDER LOVING CARE CATERING, INC.	09/01-09/15/19	034-00411	SENIOR FEEDING PROGRAM	8,750.26
					Total :	8,750.26
156003	9/24/2019	104126 TIME WARNER CABLE	0027122090119		CABLE AND INTERNET SERVICES - CIT	4,752.31
					Total :	4,752.31
156004	9/24/2019	109775 TOMS TRUCK CENTER NORTH COUNTY	1153214		GTRANS AUTO PARTS	1,612.10
			1153888		GTRANS AUTO PARTS	2,145.85
			1154946		GTRANS AUTO PARTS	72.58
			1156037		GTRANS AUTO PARTS	1,073.50

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 21

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156004	9/24/2019	109775 TOMS TRUCK CENTER NORTH COUNTY	(Continued) CM1153214 CM1154062 CM1156037		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS Total :	-82.88 -1,657.50 -38.68 3,124.97
156005	9/24/2019	110810 TORRES, JUAN GARCIA	PERMIT #50017-1270		PERMIT DEPOSIT REFUND - 15223 CAS Total :	5,000.00 5,000.00
156006	9/24/2019	104806 TOYOTA LIFT OF L.A.	PSI-0147852 PSI-0147968 PSI-0148435		PMI SERVICE - FORKLIFT #8FGCU825 PMI SERVICE - FORKLIFT #8FGCU825 PMI SERVICE - FORKLIFT #8FGCU825 Total :	401.28 1,093.74 503.08 1,998.10
156007	9/24/2019	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BOWLING 08/22/19 CRESPO 08/22/19 GOLDMAN 08/22/19 KANG 08/22/19 NOLAN 08/22/19 PD TRAINING1 8/22/19 PD TRAINING3 8/22/19 RECREATION 08/22/19 RENERIA 08/22/19 SANTIN 08/22/19 V.OSORIO 08/22/19 Total :		CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 CAL CARD STATEMENT 07/23-08/22/19 25,653.88	298.54 210.62 1,690.00 61.40 9,683.53 761.52 2,074.00 4,471.98 1,923.81 3,736.99 741.49 25,653.88
156008	9/24/2019	104692 ULINE	111670122		BUS SHOP SUPPLIES Total :	27.43 27.43
156009	9/24/2019	103227 UNIPLAN ENGINEERING, INC.	800148-02	024-00529	DESIGN & CMI SERVICES - LOCAL STR Total :	8,410.00 8,410.00
156010	9/24/2019	121010 UNITED RENTALS	173078084		RENTAL - GENERATOR Total :	552.58 552.58
156011	9/24/2019	121407 UPS	914073369		SHIPPING SERVICE CHARGES	23.10

Page: 21

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 22

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156011	9/24/2019	121407 121407 UPS	(Continued)		Total :	23.10
156012	9/24/2019	105549 VALDEZ, MATILDE	AUGUST 2019		CHILD CARE PROVIDER	8,601.00
					Total :	8,601.00
156013	9/24/2019	110743 VALERA, ROBERTO CARLOS	CIT #166139795		REFUND - CITATION OVERPAYMENT	47.00
					Total :	47.00
156014	9/24/2019	110173 VAN PETTEN, STANLEY	09/01-09/15/19		SPORTS OFFICIAL	100.00
					Total :	100.00
156015	9/24/2019	109685 WALKER, DIETRA	SEPTEMBER 2019		MATH/READING INSTRUCTOR	288.00
					Total :	288.00
156016	9/24/2019	101903 WATER TECHNIQUES	75802		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	45.00
156017	9/24/2019	104107 WAXIE SANITARY SUPPLY	78498457		BUS WASH SUPPLIES	160.86
					Total :	160.86
156018	9/24/2019	100107 WAYNE ELECTRIC CO.	192218		GTRANS AUTO PARTS	1,062.15
					Total :	1,062.15
156019	9/24/2019	123154 WEST COAST ARBORISTS, INC.	151013	024-00577	TREE TRUNK INJECTIONS FOR APHID	2,261.00
					Total :	2,261.00
156020	9/24/2019	110370 WESTERN COLLISION CENTER, INC	1015	035-00942	2018 FORD EXPLR #1555072 BODY REI	2,178.55
			1016	035-00945	2017 FORD EXPLR #1368929 BODY REI	6,798.92
					Total :	8,977.47
156021	9/24/2019	108710 WINCHESTER SYSTEMS	11000384	035-00941	CONTRACT RENEWAL - VIDEO POLICIA	6,942.78
					Total :	6,942.78
156022	9/24/2019	103956 WORTHINGTON FORD	6040088		2016 FORD ULTL #1488059 DIAGNOSE	444.82
			6040091		2018 FORD INTRCPTR #1554677 - DIAG	159.63
					Total :	604.45
156023	9/24/2019	125001 YAMADA COMPANY, INC.	78133		STREET MAINT SUPPLIES	434.93

Page: 22

vchlist  
09/20/2019 11:20:20AM

Voucher List  
CITY OF GARDENA

Page: 23

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156023	9/24/2019	125001 YAMADA COMPANY, INC.	(Continued) 78138 78174		STREET MAINT SUPPLIES BLDG MAINT SUPPLIES	6.79 13.40
					Total :	455.12
156024	9/24/2019	103601 YINCOM	6507 6508 6510 6511 6512 6515 6516 6518		COMPUTER REPLACEMENT PARTS IT COMPUTER PARTS IT COMPUTER PARTS CDD COMPUTER PARTS PD COMPUTER PARTS COMPUTER REPLACEMENT PARTS PD COMPUTER PARTS PD COMPUTER PARTS	919.75 630.00 220.86 1,227.91 149.96 462.90 952.65 952.65
					Total :	5,516.68
156025	9/24/2019	110761 YOON, JIMMY	CIT #16549		REFUND - ADMINISTRATIVE CITATION I	479.00
					Total :	479.00
156026	9/24/2019	107173 ZAMUDIO, JOSE	08/26-08/28		MEAL REIMBURSEMENT - TRAFFIC SA	102.00
					Total :	102.00
156027	9/24/2019	105945 ZEMARC CORPORATION	3091146		GTRANS AUTO SUPPLIES	1,286.15
					Total :	1,286.15
156028	9/24/2019	110554 ZENDESK, INC.	INV04671303		SUPPORT PROFESSIONAL SUBSCRIP1	962.22
					Total :	962.22
156029	9/24/2019	104934 ZUMAR INDUSTRIES, INC.	85184		SIGNS/SIGNALS SUPPLIES	1,005.56
					Total :	1,005.56
213 Vouchers for bank code : usb					Bank total :	571,842.89
213 Vouchers in this report					Total vouchers :	571,842.89

Page: 23

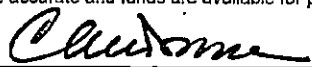
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 23 inclusive of the check register are accurate and funds are available for payment thereof.

By:



Interim City Manager

This is to certify that the claims or demands covered by checks listed on pages 1 to 23 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

\_\_\_\_\_  
Mayor

9/24/19  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

Acknowledged:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Date



## CITY of GARDENA

TO: THE HONORABLE MAYOR AND CITY COUNCIL  
SUBJECT: PERSONNEL REPORT

1. Report the Appointment of **CLINT OSORIO** to the position of Interim City Manager, Schedule 339 (\$13,700 - \$17,485/month) plus Acting Pay, with the Elected and City Manager's Office effective September 20, 2019.
2. Report the Probationary Appointment of the following individuals:
  - a. **CARL BALL** to the position of Transportation Operations Supervisor, Schedule 117 (\$6,275 - \$8,008/month) with the Transportation Department effective September 9, 2019.
  - b. **RODERICK BELL** to the position of Transportation Operations Supervisor, Schedule 117 (\$6,275 - \$8,008/month) with the Transportation Department effective September 9, 2019.
3. Report that the following individuals are on leave under the *Family Medical Leave Act / California Family Rights Act (FMLA/CFRA)*:
  - a. Police Officer, **NICK BEERLING**, of the Police Department effective September 9, 2019 through a date to be determined on a continuous basis.
  - b. Senior Clerk Typist, **KATHY NELSON**, of the Recreation and Human Services Department effective September 10, 2019 through October 13, 2019 on a continuous basis.
  - c. Information Tech Coordinator, **ALEXANDER CARR-OMEZE**, of the Information Technology Division of the Administrative Services Department effective September 13, 2019 through October 21, 2019 on a continuous basis.
4. Report that the following individuals returned to duty from leave:
  - a. Customer Service Clerk I, **JENIFER RAMOS**, of the Transportation Department effective August 23, 2019.
  - b. Maintenance Painter, **JAMES GARCIA**, of the Building Maintenance Division of the General Services Department effective September 3, 2019.
  - c. Police Officer, **EDGARDO VARGAS**, of the Police Department effective September 16, 2019.
5. Report the recruitment for the Open/Competitive position of Transit Equipment Mechanic (Transportation Department). This recruitment closed on September 13, 2019.

5. D. (1)  
CITY MANAGER  
Report No. P-2019-17  
Date: September 24, 2019

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Edward Medrano", written in a cursive style.

EDWARD MEDRANO  
City Manager/Human Resources Officer

cc: City Attorney  
City Clerk  
Human Resources  
Payroll



# City of Gardena

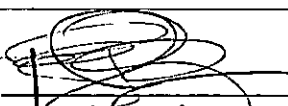

## City Council Meeting

Agenda Item No. 5.D. (2)  
CONSENT CALENDAR  
Meeting Date: September 24, 2019

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVAL OF CONSULTANT AGREEMENT BETWEEN THE CITY  
AND FEHR & PEERS IN THE AMOUNT OF \$59,540.00 FOR SB743  
IMPLEMENTATION

<u>COUNCIL ACTION REQUIRED:</u>  Approve Consultant Agreement	<u>Action Taken</u>  
<u>STAFF SUMMARY AND RECOMMENDATION:</u>  Staff respectfully requests that the City Council approve the Consultant Agreement between the City and Fehr & Peers in the amount of \$59,540.00 for SB743 implementation.  In 2013, the Governor signed SB743 into law which provided a major change to the way transportation impacts are analyzed as part of the CEQA process.  For years, traffic impacts under CEQA have been analyzed based on the impact on the level of service ("LOS"); the more congestion that a project caused, the more likely there were to be impacts.  In an effort to reduce greenhouse gas emissions, encourage infill development, develop multimodal transportation networks, and improve public health through active transportation, the State is now requiring that projects be analyzed based on the vehicle miles travelled ("VMT").  Effective July 1, 2020, the City will be required to implement the new methodology.  To implement SB743, the City needs to make several decisions, all of which require the technical expertise of a traffic consultant well-versed in SB743.	
<u>FINANCIAL IMPACT/COST:</u>  Budget Amount: \$59,540.00 (SB743 Implementation Consultant fees) Funding Source: General Fund	
<u>ATTACHMENTS:</u>  Attachment A – Agenda Staff Report Attachment B – Consultant Agreement Attachment C – Proposal to Provide Professional Services from Fehr and Peers	
Submitted by  , Raymond Barragan, Community Development Manager Date <u>9/19/19</u>	
Concurred by  , Clint Osorio, Interim City Manager Date <u>9/19/19</u>	



# **CITY COUNCIL MEETING**

## **AGENDA STAFF REPORT**

Agenda Item No. 5:D. (2)

CONSENT CALENDAR

Meeting Date: September 24, 2019

### AGENDA TITLE:

APPROVAL OF CONSULTANT AGREEMENT BETWEEN THE CITY AND FEHR & PEERS  
IN THE AMOUNT OF \$59,540.00 FOR SB743 IMPLEMENTATION

### RECOMMENDATION:

Staff respectfully recommends that Council approve the Consultant Agreement between the City and Fehr & Peers.

### BACKGROUND:

In 2013, the Governor signed SB 743 into law which provided a major change to the way transportation impacts are analyzed as part of the CEQA process. The regulations implementing SB 743 took years to develop but are now in place. Effective July 1, 2020, the City will be required to implement the new methodology.

For years, traffic impacts under CEQA have been analyzed based on the impact on the level of service ("LOS"); the more congestion that a project caused, the more likely there were to be impacts. SB 743 changed all of that.

In an effort to reduce greenhouse gas emissions, encourage infill development, develop multimodal transportation networks, and improve public health through active transportation, the State is now requiring that projects be analyzed based on the vehicle miles travelled ("VMT"). So now, while a project may worsen traffic delay, it could have less of an environmental impact if the project reduces the total number of VMTs.

To implement SB 743, the City needs to make a number of decisions, all of which require the technical expertise of a traffic consultant well-versed in SB 743. The steps for implementation include the following:

1. VMT Screening and Qualitative Review – to determine when a VMT analysis is required as a certain project may be able to be screened out because of their size, location, or accessibility to transit.
2. VMT Analysis Methodology – if a project is not screened out from analysis, the City must decide on what methodology to utilize to estimate VMTs.
3. VMT Impact Thresholds – the City must set thresholds that determine whether there is a significant impact by either developing its own thresholds or by relying on thresholds recommended by other agencies.
4. VMT Mitigation – to avoid significant impacts, the City will have to develop mitigation measures that can be used to encourage other modes of travel, reduce the number of single-occupant vehicle trips, or reduce the length of the trips.

In addition to implementing SB 743, changes will be required in the City's General Plan to remove LOS as a threshold and replace it with VMT. Level of Service may still be used for other purposes such as determining what traffic improvements are needed.

Request for Proposal (RFP)

In mid-August, an RFP was sent to seven (7) traffic engineering firms for assistance in implementing SB743. The RFP list was comprised of firms who had received or responded to RFPs from other cities. The City received two proposals: Fehr & Peers for \$59,540 and Iteris, Inc. for \$62,270. Both firms have proposed schedules that bump up very close to the implementation deadline.

While both firms are qualified, Fehr & Peers' proposal is slightly lower and is for a "not to exceed" cost, absent additional services being added. Fehr & Peers' proposal does not include any rate increase during the term of the Agreement.

IN CONCLUSION, Staff respectfully recommends that Council approve the Consultant Agreement with Fehr & Peers that will allow the City to comply with SB 743.

Submitted by:

  
Raymond Barragan  
Community Development Manager

Date: 9-20-19

**CITY OF GARDENA**  
**CONSULTANT AGREEMENT WITH**  
**FEHR & PEERS**  
**FOR PROVISIONS OF SERVICES RELATING TO SB 743**

This Agreement is entered into by and between the City of Gardena, a municipal corporation ("City") and Fehr & Peers, a California Corporation ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
  - A. In 2013 the State adopted SB 743 which changed the method in which transportation impact analysis would be done as part of CEQA. SB 743 eliminates level of service ("LOS") as a basis for determining significant impacts and moves the impact to measuring vehicles miles of travel ("VMT").
  - B. The implementation of SB 743 is required to be in place no later than July 1, 2020.
  - C. The implementation of SB 743 requires a number of decisions to be made including determining screening thresholds, determining the VMT analysis methodology, setting VMT impact thresholds, and developing VMT mitigation measures. Additionally, changes will be required in the Circulation Element of the City's General Plan to reflect these changes.
  - D. The implementation of SB 743 requires technical expertise of traffic consultants that the City lacks.
  - E. City is desirous of obtaining services of a qualified traffic consultant to assist the City in implementing SB 743.
  - F. City has determined that Consultant is qualified by virtue of experience, training, education and expertise to provide such services.
  - G. In response to the City's RFP, Consultant has provided the Proposal attached hereto as Exhibit A.
  - H. The parties desire to enter into this Agreement based on the terms set forth below.

2. **TERM OF AGREEMENT/TERMINATION.** This Agreement shall commence upon the Effective Date and shall continue until completion of the Services required herein, unless earlier terminated as provided below.
  - A. 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 the termination.
  - B. Unless for cause, Consultant may not terminate this Agreement.
  - C. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) within ten business days deliver to City all 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 be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any reasonable costs it incurs in payment to another consultant for Services which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.
3. **SERVICES.** The services to be performed by Consultant shall consist of assisting the City in implementing SB 743 as set forth in the attached Proposal. Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement. In the event of any inconsistency between the terms of the Proposal and this Agreement, this Agreement shall govern.
4. **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.
5. **COMPENSATION.** Compensation for Consultant's Services shall be as set forth in the Proposal. Costs shall be paid as indicated in the Proposal.

6. **AGREEMENT ADMINISTRATOR.** For purposes of this Agreement, City designates Community Development Manager Raymond Barragan as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be address to the Agreement Administrator, as well as all substantive issues relating to this Agreement. City reserves the right to change this designation upon written notice to Consultant.
7. **PERSONNEL.** It is the intent of both parties to this Agreement that Tom Gaul shall serve as Principal-in-Charge and Sarah Brandenburg shall serve as Project Manager on behalf of Consultant. Consultant shall not substitute any other persons without the prior written consent of the City. In the event that City, in its reasonable discretion, at any time during the term of this 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.
8. **PERFORMANCE BY CONSULTANT.**
  - A. Consultant shall perform the Services exercising that degree of care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances to that of Consultant.
  - B. City may require Consultant to re-perform any Services which were not performed in accordance with this standard at Consultant's sole expense.
9. **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 in accordance with the schedule included with the Proposal. Notwithstanding any other provisions of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of or failure to act by the Client, third parties, or governmental agencies. City, in its reasonable discretion, may extend the time for performance of any Service.
10. **BILLINGS AND PAYMENTS.**
  - A. Consultant shall submit written invoices for the amount due and shall include the amount of the contract remaining. The invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs. The invoices shall 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 therefor.
- 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.

**11. INSURANCE REQUIREMENTS.**

- 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 coverages 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. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
  - 1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages 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 coverages 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 coverages 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 one million dollars (\$1,000,000.00) 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, return receipt requested, of any cancellation, non-renewal or material change in coverage.

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, return receipt requested, 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 nor 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 retentions 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 therefor, 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.

- 12. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold harmless City, its officers, agents, employees from any and all claims, liabilities, expenses, or consequential damages of any nature, including reasonable attorney's fees to the extent resulting from any negligent act or any negligent omission to act where a duty to act exists on the part of Consultant, its agents, officers, employees, subcontractors, or independent contractors hired by Consultant, 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 wilful misconduct of City, its officers, agents, employees or volunteers. Consultant assumes all risk of injury to Consultant's employees, agents, and contractors, including loss or damage to property in the performance of its obligations pursuant to this Agreement.
- 13. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.



14. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire 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 or expiration of this Agreement.
15. **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.
16. **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 through the use of work product developed by Consultant pursuant to this Agreement.
17. **WAIVER OR BREACH.** 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. No single waiver shall constitute a continuing or subsequent waiver of the same provision.

18. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain as to City a wholly independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of the City. Neither City nor its officers, employees or agents shall have control over the conduct of Consultant or any of its officers, employees or agents, except as expressly set forth herein. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City.
19. **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.
  - B. 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.
  - C. Consultant and its representatives shall refrain from lobbying City officials, employees and representatives for the duration of this Agreement.
20. **EMPLOYMENT OF ALIENS.** 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.
21. **NON-DISCRIMINATION.** Consultant covenants 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 state or federal law in performance of this Agreement.
22. **ASSIGNMENT.** This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City, except as specified in the Proposal. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.

23. **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. Change of ownership or control of Consultant's firm may be considered an Assignment and require City's approval as specified above.

24. **NOTICES.** Any notice or communication required to be given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. The name, address, telephone numbers of the parties are as follows:

To City: City of Gardena  
1700 West 162nd Street  
Gardena, California 90247  
Attn: Raymond Barragan  
Telephone: 310/217-9546  
E-mail: [rbarragan@cityofgardena.org](mailto:rbarragan@cityofgardena.org)

To Consultant: Tom Gaul, Principal-in-Charge  
Fehr & Peers  
600 Wilshire Boulevard, Suite 1050  
Los Angeles, California 90017  
Telephone: 213/261-3050  
E-mail: [t.gaul@fehrandpeers.com](mailto:t.gaul@fehrandpeers.com)

Notices shall be deemed to have been served upon the date of personal service or three (3) working days after the same has been deposited in the United States Postal Service. Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

25. **LICENSED STATUS.** Consultant 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.

26. **PUBLIC RECORD.** This Agreement is a public record of the City.

**27. MAINTENANCE OF RECORDS/AUDIT.**

- A. Consultant shall maintain 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 assume proper accounting for all funds;
  - 2. Records which establish that Consultant and all subcontractors who render 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.

**28. BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**29. GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

**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.

32. **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.
33. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable. The remaining provisions of this Agreement shall continue in full force and effect and shall not be affected by any such determination.
34. **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.
35. **EFFECTIVE DATE.** This Agreement shall be effective as of September 24, 2019.
36. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein, whether written or oral, are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. 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.

**IN WITNESS WHEREOF**, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

\_\_\_\_\_  
TASHA CERDA, MAYOR

Dated: \_\_\_\_\_

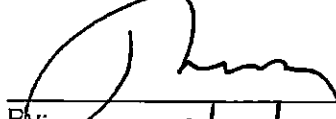
ATTEST:

\_\_\_\_\_  
CITY CLERK, Mina Semenza

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY, Peter L. Wallin

FEHR & PEERS

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Dated: 9/18/19

Proposal for

# Professional Services for SB 743 Implementation Services

September 10, 2019

PREPARED FOR:



PREPARED BY:

FEHR & PEERS



September 20, 2019

Raymond Barragan  
City of Gardena  
1700 W. 162<sup>nd</sup> Street  
Gardena, CA 90247

**Subject: Proposal to Provide Professional Services for SB 743 Implementation Services**

Dear Mr. Barragan,

The City of Gardena has outlined a meaningful and thoughtful approach to SB 743 implementation that will provide valuable information and will integrate a Vehicle Miles Traveled (VMT) approach into the City's transportation analysis guidelines. Fehr & Peers is pleased to submit this proposal to deliver SB 743 Implementation Services for the City. We understand our role is to execute the outlined approach and to provide knowledge and insight along the way that will allow the City to be well prepared for a transition to VMT as its primary transportation impact metric for CEQA analysis, marrying the State's objectives to encourage transportation-efficient development with the City's own goals and objectives.

One of the key advantages the Fehr & Peers team offers is advanced research into SB 743 implementation. We have data and materials prepared related to VMT methodology options, VMT thresholds, and the latest information regarding VMT mitigation. We have also anticipated the critical questions that the City and its stakeholders will have, and we are knowledgeable on relevant plans and policies already in place. As a final advantage, we also specialize in custom tool building with a variety of existing tools that perform trip generation, VMT estimates, and TDM effectiveness estimates. Our latest example is a VMT forecasting and mitigation testing tool for the City of Los Angeles as part of their efforts to implement SB 743. Our research, knowledge, and experience will support the City in a successful SB 743 Implementation.

The City serves as an ideal workshop for evaluating SB 743 implementation across a variety of land use contexts. Given this environment, it is important that the implementation strategies are effective. We look forward to your selection process and the potential to create an outcome whose benefits extend throughout the City and beyond. Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Gaul".

Tom Gaul  
Principal-in-Charge  
Fehr & Peers  
Tel: 213-261-3084  
t.gaul@fehrandpeers.com



# Contents

Executive Summary	<b>1</b>
Project Approach and Understanding	<b>3</b>
Firm History and Organizational Structure	<b>11</b>
Team Qualifications and Experience	<b>13</b>
Subconsultants	<b>30</b>
Fee Proposal	<b>31</b>
References	<b>32</b>
Implementation Schedule	<b>34</b>



**Our mission is to empower every employee to develop effective and innovative transportation solutions that improve communities.**

# 1. Executive Summary

On September 27, 2013, Governor Jerry Brown signed Senate Bill (SB) 743 into law and started a process intended to fundamentally change transportation impact analysis as part of California Environmental Quality Act (CEQA) compliance. In summary, SB 743 eliminates level of service (LOS) as a basis for determining significant transportation impacts under CEQA and provides a new performance metric – vehicle miles of travel (VMT). With this change, the State is shifting the focus from measuring a project's impact to drivers, to measuring the impact of driving (VMT) to achieve their goals of reducing greenhouse gas (GHG) emissions, encouraging infill development, and improving public health through active transportation. The updated CEQA Guidelines incorporating this change were certified by the Natural Resources Agency in December 2018.

In response to SB 743, the City of Gardena issued a Request for Proposal (RFP) soliciting professional services to assist the City with the development of new transportation impact thresholds to adhere to CEQA requirements.

Fehr & Peers has been at the forefront of developing VMT metrics and thresholds for jurisdictions throughout the State of California. We assisted the Governor's Office of Planning and Research (OPR) during their development of the State guidance in response to SB 743 and have assisted or are currently assisting a multitude of cities, both large and small. **Within Los Angeles County alone, these include the cities of Los Angeles, Pasadena, Santa Monica, Culver City, Burbank, West Hollywood, and Beverly Hills.** We have the necessary experience with running regional travel demand models and with evaluating the effectiveness of Travel Demand Management (TDM) measures in reducing VMT. We are able to offer all of the services required by the City of Gardena in response to your RFP in-house.

We are ready, able, qualified, and keenly interested to perform all of the services requested by the City.

Thomas Gaul would serve as our Principal-in-Charge for this effort. Tom recently assisted the City of Los Angeles in the development and implementation of their VMT guidance, which was recently adopted by the City at the end of July 2019, and is principal in-charge for our current work developing SB 743 guidance for the Cities of Culver City and Santa Monica. Sarah Brandenburg will serve as our Project Manager. Sarah has been a trusted advisor to the City of Beverly Hills for many years and is currently assisting the City with their response to SB 743. Key staff that will assist Sarah include Emily Finkel (lead planner) Shangyou Zeng (modeling), and Chelsea Richer (TDM specialist).

# 2. Project Approach and Understanding

## What is SB 743?

On September 27, 2013, Governor Jerry Brown signed SB 743 into law and started a process intended to fundamentally change transportation impact analysis as part of CEQA compliance. The primary change was the elimination of LOS as a measure of vehicular capacity and traffic congestion as a basis for determining significant transportation impacts under CEQA. The law directed the Governor's Office of Planning and Research (OPR) to update the CEQA Guidelines to include new performance criteria for determining the significance of transportation impacts.

In response to SB 743, OPR selected vehicle miles of travel (VMT) as the new transportation impact metric. OPR then submitted updates to the CEQA Guidelines, and these updates were certified by the Natural Resources Agency in December 2018. Lead agencies have been granted a grace period until July 1, 2020, to opt-in to implementing a VMT analysis as part of their environmental review process.

To help aid lead agencies with SB 743 implementation, OPR produced a Technical Advisory (see link below). The Technical Advisory helps lead agencies think about the variety of implementation questions they face with respect to shifting to a VMT metric. However, lead agencies must still make their own specific decisions about VMT methodology, screening criteria, significance thresholds, and mitigation. These decisions should be consistent with the City of Gardena's goals as expressed in its general plan.

***Technical Advisory on Evaluating Transportation Impacts in CEQA, OPR, December 2018***

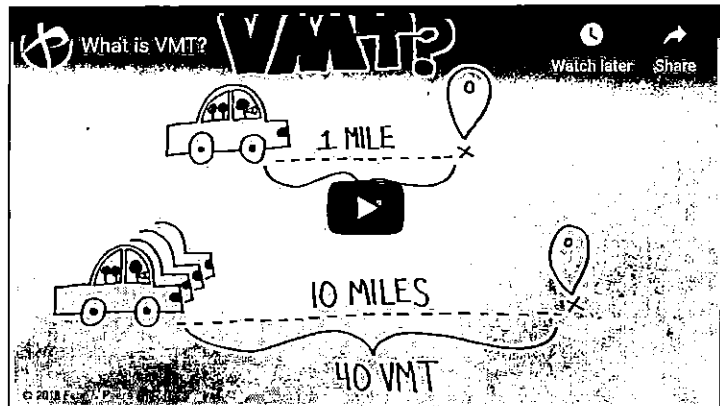
***[http://opr.ca.gov/docs/20190122-743\\_Technical\\_Advisory.pdf](http://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf)***

## Why Did the State Adopt SB 743?

The intent of SB 743 is to better support the following State goals:

- Reducing greenhouse gas (GHG) emissions
- Encouraging infill development and a diversity of land uses
- Developing multimodal transportation networks
- Improving public health through active transportation

While changes to driving conditions that increase travel times are an important consideration for traffic operations and management, these changes do not fully describe environmental effects associated with fuel consumption, emissions, and public health. VMT-based impact criteria will help to incorporate these environmental effects and move toward achieving the State goals listed above.



View our "What is VMT?" video here:  
<https://youtu.be/UE4TJItVdJ8>

## Which Projects are Affected by SB 743?

Two types of projects, land use development projects and transportation infrastructure projects, are affected by SB 743.

**Land Use** - Development projects and area plans (e.g., General Plan or Housing Element) will continue to require a transportation impact analysis. However, transportation impact studies conducted as part of the CEQA process will now be required to base project impacts on VMT. CEQA guidance says that municipalities will determine thresholds of significance to determine VMT related impacts.

**Transportation Infrastructure** - Prior to SB 743, transportation projects that had the potential to worsen vehicle delay, such as adding a pedestrian scramble phase, may have resulted in an environmental impact under CEQA. With SB 743 in place, transportation projects that promote travel by non-motorized modes are no longer considered to result in an environmental impact. CEQA guidance says transportation projects that reduce, or have no impact on, VMT should be presumed to cause a less than significant transportation impact.

## What Decisions Does the City Need to Make to Implement SB 743?

The implementation of SB 743 is a three-step process. First, the City will need to define the VMT screening criteria for use in transportation impact analyses. The City can decide to screen-out certain projects, such as small projects or projects located close to high quality transit, from needing a VMT impact analysis.

Next, the City will define its VMT impact thresholds. The City's impact thresholds should be consistent with the goals and policies outlined in the General Plan. Finally, the City's transportation impact assessment (TIA) guidelines should reflect the new metrics and thresholds. The City can determine if other elements of the historical methodologies and approach to traffic impact studies in the City are appropriate as is, or if the City wants to recommend changes for evaluating the local transportation effects of a project.

The updated CEQA guidelines have a new section for determining the significance of transportation impacts (Section 15064.3). While OPR produced a Technical Advisory to help lead agencies think about the variety of implementation questions they face when shifting to a VMT metric, lead agencies must still make their own specific decisions about VMT methodology, thresholds, and mitigation. The implementation of new CEQA guidance in the City of Gardena requires the following decisions:

- 1. VMT Screening & Qualitative Review:** The first step is to determine when a VMT analysis is required. OPR recommends that projects be screened from a VMT analysis based on their size, location, or accessibility to transit. In addition, transportation projects that are not adding new travel lanes may be screened from further VMT analysis.
- 2. VMT Analysis Methodology:** If the project is not screened from needing a VMT analysis, the City can use the regional travel demand model to estimate a project's VMT. OPR recommends that VMT be reported as "Home-Based VMT" per capita for residential projects and "Home-Based Work VMT" per employee for office projects. Total VMT per service population can be reported for large-scale retail projects or other project types, such as special event venues and hotels.

### Implementation Process



3. **VMT Impact Thresholds:** The City has discretion to develop and adopt their own, or rely on thresholds recommended by other agencies, provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence. OPR recommends that projects exceeding a level of 15 percent below existing VMT per capita or per employee when compared to the regional average may indicate an impact.
4. **VMT Mitigation:** The types of mitigation that effect VMT are those that encourage multimodal travel, reduce the number of single-occupant vehicles generated by the site, or reduce the length of trips. This can be accomplished by changing the land uses being proposed or by implementing TDM measures.

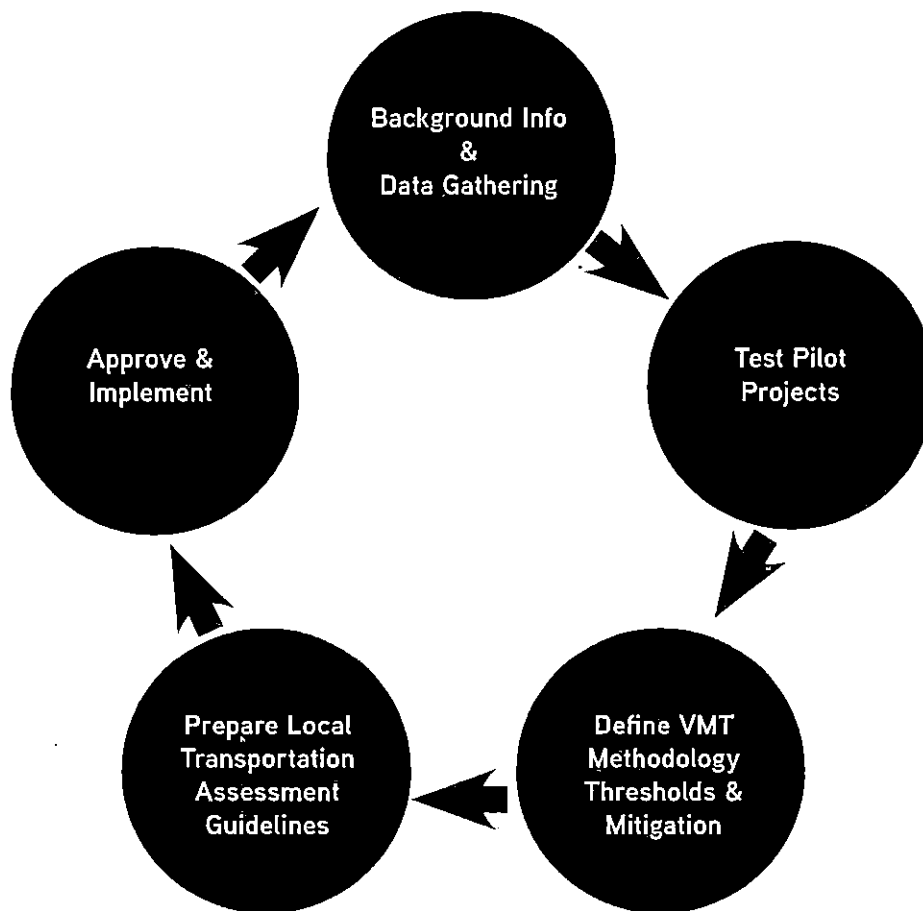
Each of these topics will be addressed in this study. The table below summarizes the new CEQA criteria and the OPR Technical Advisory and what this means for the City.

**Table 1: Summary of CEQA Guidance and OPR Technical Advisory**

CEQA Criteria	OPR Technical Advisory	What this Means for Gardena
<b>VMT Screening and Qualitative Review</b>		
If existing models or methods are not available to estimate VMT for the project being considered, a lead agency may analyze the project's VMT qualitatively. Such a qualitative analysis would evaluate factors such as the availability of transit, proximity to other destinations, etc.	Generally, qualitative analyses should only be conducted when methods do not exist for undertaking a quantitative analysis. OPR suggests screening for small projects, retail uses less than 50,000 SF, projects located in low-VMT areas, and projects located in high quality transit areas.	Based upon the preferences of the City, many projects can likely be screened from completing a detailed VMT analysis and simply provide a qualitative analysis.
<b>VMT Analysis Methodology</b>		
A lead agency has discretion to choose the most appropriate methodology to evaluate a project's VMT, including whether to express the change in absolute terms, per capita, per household or in any other measure.	OPR recommends reporting VMT as follows: Residential = Daily home-based VMT per capita Office = Daily home-based work VMT per employee Retail = Change in total VMT	VMT metrics for the City can be prepared using the SCAG regional travel demand forecasting model for baseline and future conditions.
A lead agency may use a model to estimate a project's VMT and may revise those estimates to reflect professional judgment based on substantial evidence.	OPR also recommends using a regional travel demand model to estimate VMT.	For larger projects that require a VMT analysis in the City, a SCAG model run can be performed by a transportation consultant.
<b>VMT Impact Thresholds</b>		
Lead agencies have discretion to develop and adopt their own, or rely on thresholds recommended by other agencies, provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence.	OPR recommends the following:  Residential: A proposed project exceeding a level of 15% below existing regional or citywide daily VMT per capita may indicate a significant transportation impact.  Office: A proposed project exceeding a level of 15% below existing regional daily VMT per employee may indicate a significant transportation impact.  Retail: A net increase in total VMT may indicate a significant transportation impact.	The City should consider its current and future VMT levels with planned land uses and policies in the General Plan in comparison to the regional average and set thresholds that are appropriate to the City.

## SB 743 Implementation in Gardena

We propose to begin the process of implementing SB 743 by collecting baseline VMT data for the City and reviewing future VMT trends based on the regional travel demand forecasting model (TDFM) developed by the Southern California Association of Governments (SCAG) as part of their Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). We would then use the VMT data to test pilot projects and consider options for the preferred VMT methodology, thresholds, and potential mitigations. Finally, we would develop the City's TIA guidelines to inform the scope and analysis methodologies for future studies in the City, and suggest changes to the City's General Plan Circulation Element for consistency.





# Scope of Work

This section provides an overview of the scope of work we propose to provide the SB 743 implementation services requested by the City.

## **Task 1 - Kick-off and Coordination Meetings**

Fehr & Peers will attend a kick-off meeting with City staff. The purpose of the meeting will be to discuss the City's goals and objectives for the study.

Fehr & Peers staff will prepare for and attend up to seven internal meetings with City staff (monthly), which may be mix of in-person meetings and conference calls as warranted. We have found that such meetings are critical to City staff making the important decisions regarding methodologies, screening criteria, and impact thresholds that need to be made as the study progresses.

***Deliverable: City staff kick-off and coordination meetings.***

## **Task 2 - VMT Metrics and Thresholds VMT Analysis**

Fehr & Peers will analyze existing and projected VMT levels for the City of Gardena using data from the SCAG RTP/SCS regional travel demand model. We will run the SCAG model to develop existing and future VMT data for the following metrics:

- Citywide VMT
- VMT per capita
- Household VMT per capita
- Work VMT per employee
- VMT per service population

This analysis will provide the basis for the development of VMT metric, screening, and threshold options in the subsequent portions of this task.

### **VMT Metrics and Threshold Options for Land Use Projects**

Fehr & Peers will develop VMT impact threshold options for land use projects based on policy goals discussed with Gardena staff and consistent with SB 743 guidance from the State. The guidelines will describe where and when the selected VMT metrics should be applied. As part of this task, Fehr & Peers will document how the various threshold options would meet the substantial evidence test under CEQA.

### **VMT Screening Options for Land Use Projects**

Fehr & Peers will develop VMT screening options for land use projects based on policy goals discussed with City staff and consistent with SB 743 guidance from the State. OPR has provided guidance related to several opportunities for screening projects that would generate low VMT, including screening based on project size, retail nature (local-serving versus regional), located in a low-VMT area, and in a transit priority area. The City of Gardena will need to make decisions regarding the different screening opportunities presented.

## **Case Studies for Land Use Projects**

After developing the VMT threshold options, Fehr & Peers will apply the selected metrics to up five different case studies — to be selected in consultation with City staff. The case studies will be used to evaluate the project-level VMT impacts for a variety of development types and locations as well as the potential to mitigate impacts with potential TDM strategies as developed in Task 3. Only TDM strategies that have available research supporting quantifiable trip/VMT reductions will be included.

## **Screening and Threshold Recommendations**

Fehr & Peers will summarize the results of the aforementioned tasks in a technical memo that demonstrates how the recommended VMT metrics, screening criteria, and impact thresholds support policy goals to improve the VMT performance of new projects, implement the objectives of SB 743, and meet the substantial evidence standard under CEQA.

The proposed guidelines will clarify the methodology for determining significant impacts, such as projects that induce travel demand or increase VMT per capita. The most appropriate methodology(ies) for quantifying the impacts will be identified as well.

***Deliverable: Technical memo documenting recommended VMT metrics, screening criteria, and impact thresholds.***

### **Task 3 - Mitigation Options**

For projects with VMT impacts, it is important to have mitigation options available for implementation to try and remove or lower the impact. The types of mitigation that affect VMT are those that encourage multimodal travel, reduce the number of single-occupant vehicles generated by the site, or reduce the length of travel. This can be accomplished by changing the land uses being proposed or by implementing TDM strategies. TDM strategies have been determined to be among the most effective VMT impact mitigators. TDM strategies are reductions available from certain types of project site modifications, programming, and operational changes.

The effectiveness of identified TDM strategies will be based on research documented in the 2010 California Air Pollution Control Officers Association (CAPCOA) publication, Quantifying Greenhouse Gas Mitigation Measures (CAPCOA, 2010) as well as more recent available research. Those strategies considered to be most appropriate for use in Gardena will be identified. For those strategies with empirical research, methodology(ies) for assessing their effectiveness as CEQA mitigation to reduce VMT will be described. We propose to use Fehr & Peers' TDM+ tool to assist in this evaluation.

***Deliverable: Matrix summarizing mitigation options to reduce VMT impacts.***

### **Task 4 - Prepare Transportation Impact Assessment Guidelines**

Fehr & Peers will prepare Transportation Impact Analysis (TIA) guidelines to document the new procedures necessary to conduct a project-level VMT-based analysis. The guidelines will also include any pertinent evaluation protocols that result from the revised State CEQA Guidelines pursuant to SB 743. This task will include an evaluation of the City's current processes for analyzing transportation impacts and, in consultation with City staff, determine which elements should be carried forward. In addition, the guidelines will include project components that are critical to Gardena when evaluating a proposed development project, which could include such items as site access, quality of and impacts on surrounding pedestrian or bicycle infrastructure, queuing at project driveways, level of service analyses for intersections close to the project site, and warrant studies at intersections for traffic signals. After presenting the draft guidelines to City staff, Fehr & Peers will respond to two rounds of consolidated comments before submitting a final deliverable.

***Deliverable: Transportation impact assessment guidelines.***

### **Task 5 - Circulation Element Review**

Fehr & Peers will review the existing Circulation Element of the City of Gardena General Plan. The intent will be to identify those goals, policies, and objectives of the General Plan that may require updating in support of the SB 743 objectives and the City's transportation impact study guidelines. As a result of this review, technical corrections to the Circulation Element will be suggested.

***Deliverable: Suggested changes to City's Circulation Element.***

### **Task 6 - Final Report**

A draft report will be prepared and submitted for City staff review. The report will document the background data and approach used to develop the City's proposed VMT metrics, the proposed screening and threshold criteria, and the mitigation options to reduce VMT impacts. The report will include narratives, graphics, maps, and tables as appropriate to display and communicate the information in a manner understandable to both technical experts and laypersons.

The report will be revised and finalized in response to up to two rounds of consolidated comments from City staff.

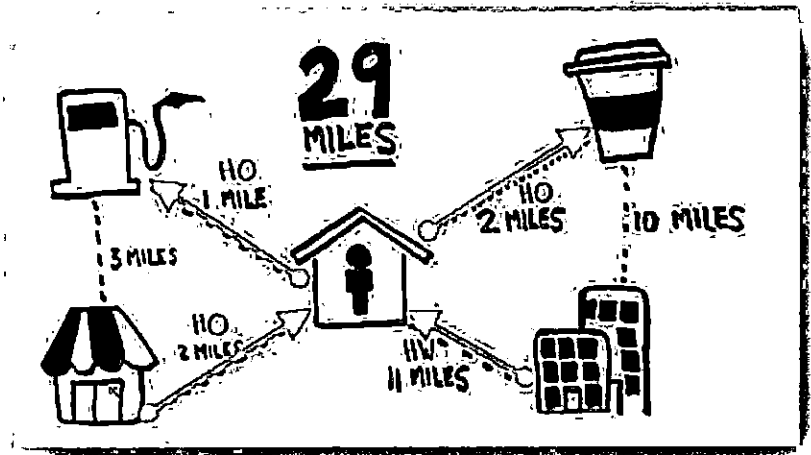
***Deliverable: Draft and final report.***

### Task 7 -Public Hearings

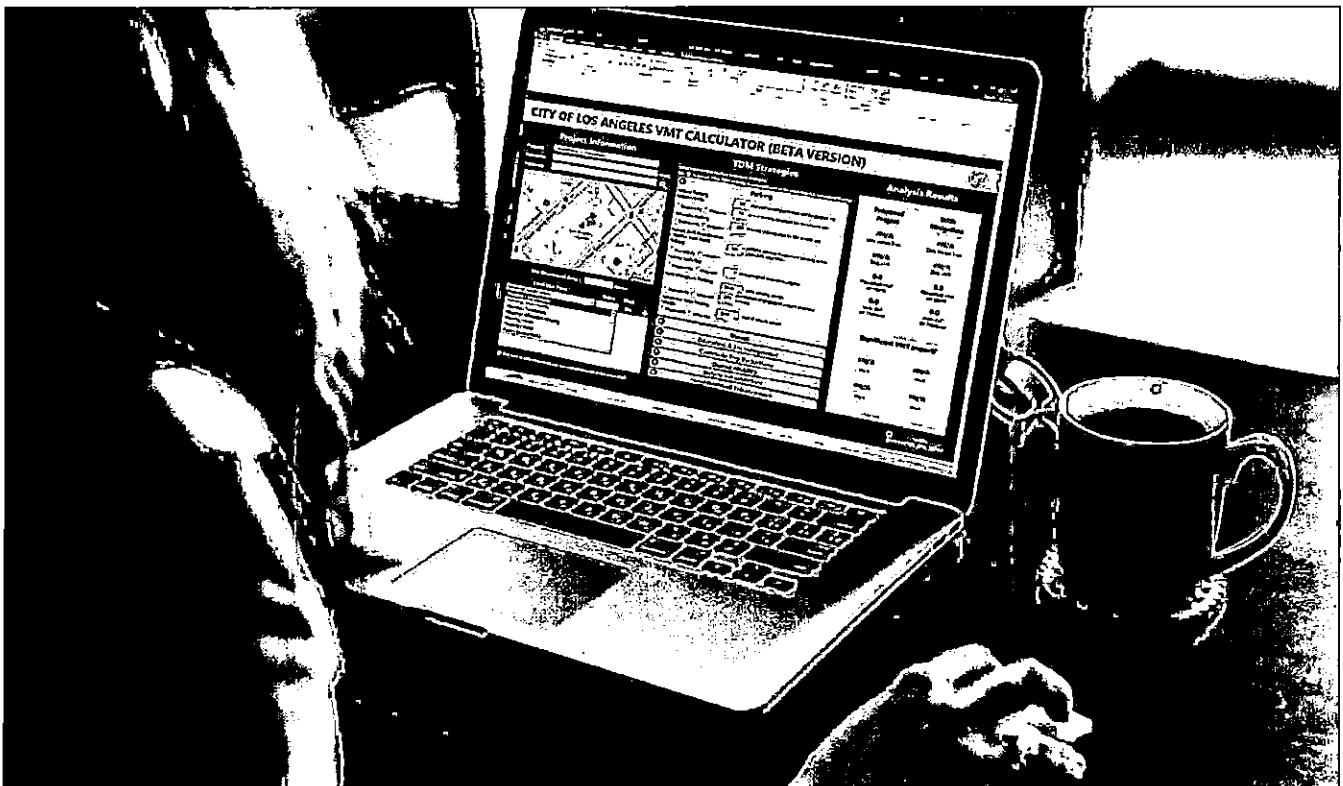
Fehr & Peers staff will prepare for, attend, and support City staff at the following:

- One Commission meeting
- One City Council meeting

The fee includes the meetings listed above. Should the City require Fehr & Peers' attendance at additional meetings not listed above, these will be billed on a time-and-materials basis using our standard billing rates.



*Illustration of Daily Home-Based VMT*



*City of Los Angeles VMT Calculator*

# 3. Firm History & Organizational Structure

## About Fehr & Peers

Fehr & Peers has an extensive and successful history providing transportation solutions to public and private sector clients. As technical experts, the creative, cost-effective, and results-oriented solutions we develop position us as one of the preeminent authorities on transportation solutions.

Fehr & Peers is uniquely positioned to guide the SB 743 Implementation for the City of Gardena as highlighted below:

Fehr & Peers has been directly involved with the Governor's Office of Planning and Research (OPR), Caltrans, the State Transportation Agency, and the big four Metropolitan Planning Organizations (SACOG, MTC, SANDAG, and SCAG) helping to develop the recent draft CEQA Guidelines and Technical Advisory related to SB 743 implementation.

Fehr & Peers is already under contract to multiple local agencies statewide to develop SB 743 implementation guidance and tools. Further, we have already performed SB 743 analysis for a variety of projects.

Finally, Fehr & Peers has been actively involved in research projects to quantify VMT and VMT reduction strategies. We funded our own research to build better VMT forecasting models using big data such as cell-phone based global positioning system (GPS) and have worked for a variety of national and state agencies or entities to investigate the effectiveness of transportation demand management (TDM) strategies including projects funded by US EPA, the Strategic Highway Research Program, the California Air Resources Board (CARB), and the California Air Pollution Control Officers Association (CAPCOA). Our most recent work for CARB is related to their Net Zero Building Feasibility Study and includes a complete update to our research on TDM effectiveness from the widely used CAPCOA Quantifying Greenhouse Gas Mitigation Measures. The results of our research provide a head start to the development of tools and to the identification of effective mitigation strategies for this project to ensure efficient use of the available budget.

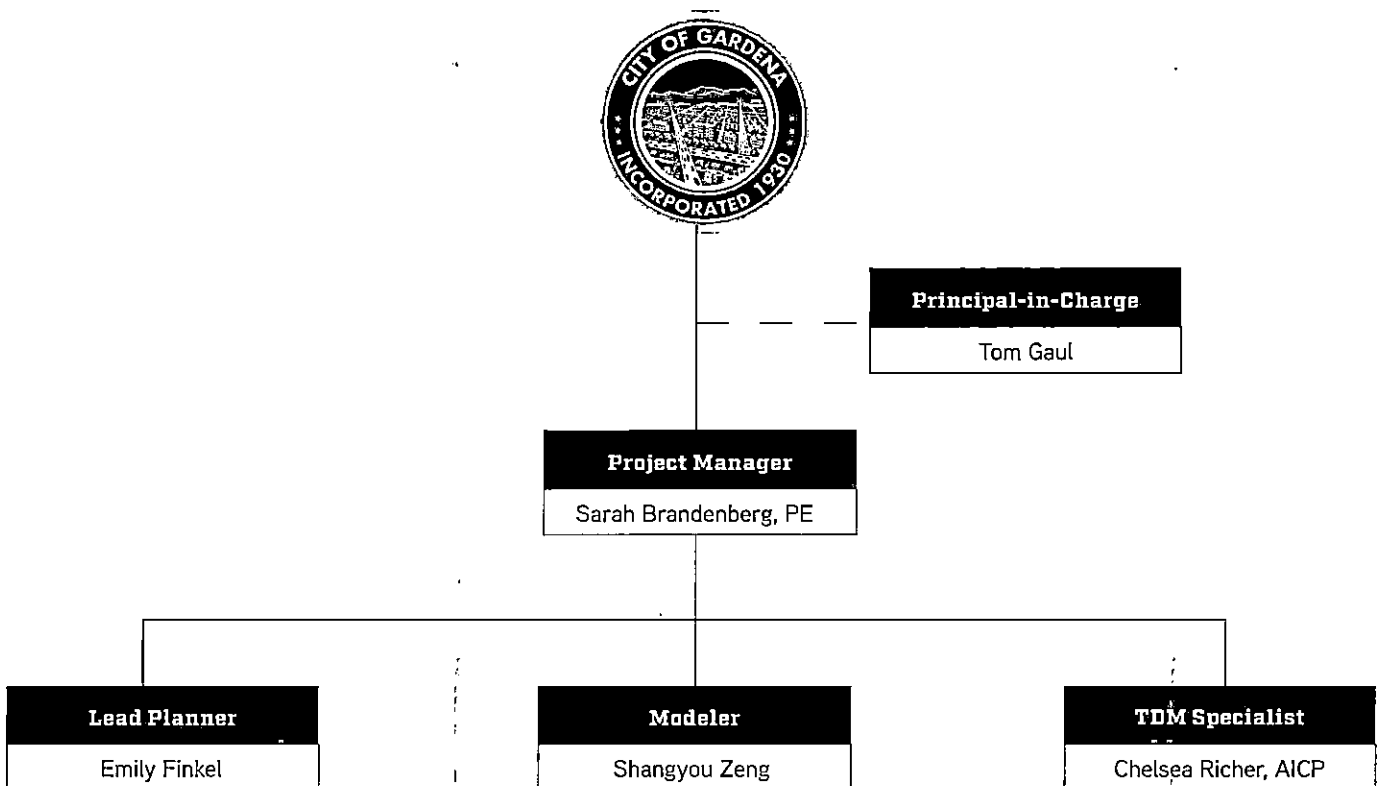
**Primary Business of the Company:**

Fehr & Peers has two wholly-owned subsidiaries: Fehr & Peers DC and Left Lane Advisors.

**Office(s) that will manage the project:**

Los Angeles, CA

## Personnel Organizational Chart



## 4. Team Member Qualifications and Experience

Sarah as Project Manager will be responsible for day-to-day management of the project, including QA/QC, Fehr & Peers staff management, and interface with City staff. Tom as Principal-in-Charge will be responsible for supervising the overall project, including QA/QC and ensuring that the firm's resources are brought to the project as committed and necessary for its successful outcome. All the staff proposed on this project have worked with municipal agencies in the last three years. Project experience and resumes are included in the following pages.

13

## SB 743 Projects in the Last Three Years



# Senate Bill 743

This graphic highlights the agencies where Fehr & Peers is preparing (or has already completed) SB 743 Implementation Projects, both as stand-alone projects or as part of a related planning effort.

## Similar Projects - Last 3 years

### CITY OF LOS ANGELES VMT CALCULATOR (BETA VERSION)

Project Information

Project: Sample Project

Scenario: Scenario Test

Address: 200 N SPRING ST, 90012

Land Use Type	Value	Unit
Housing   Hotel	200	Rooms
Housing   Single Family	40	DU
Housing   Hotel	200	Rooms
Retail   General Retail	40	ksf
Office   General Office	123	456

TDM Strategies

Select each section to show individual strategies

Use ☒ to denote if the TDM strategy is proposed part of the project or is a mitigation strategy

Parking

Reduce Parking Requirements

100

city code parking provision for the project site

74

actual parking provision for the project site

Unbundle Parking

225

monthly parking cost for the project site

Express Park Coordination / Market Rate Street Parking

25%

percent increase in on-street parking prices (min 25%, max 50%)

Parking Cash-Out

7

percentage of employees eligible

Price Workplace Parking

\$8.00

daily parking charge

Residential Area Parking Permits

\$200

cost of annual permit

Transit

Education & Encouragement

Commute Trip Reductions

Shared Mobility

Bicycle Infrastructure

Neighborhood Enhancement

Analysis Results

Proposed Project	With Mitigation
2,940 Daily Vehicle Trips	2,940 Daily Vehicle Trips
21,885 Daily VMT	21,885 Daily VMT
7.7 Household VMT per Capita	7.7 Household VMT per Capita
10.1 Work VMT per Employee	10.1 Work VMT per Employee

Significant VMT Impact?

Household: Yes

Threshold = 6.2

15% Below APC

Household: Yes

Threshold = 6.2

15% Below APC

Work: Yes

Threshold = 7.8

15% Below APC

Work: Yes

Threshold = 7.8

15% Below APC

## LA Infill and Complete Streets - Capturing VMT Impacts and Benefits to CEQA

### Status: Ongoing

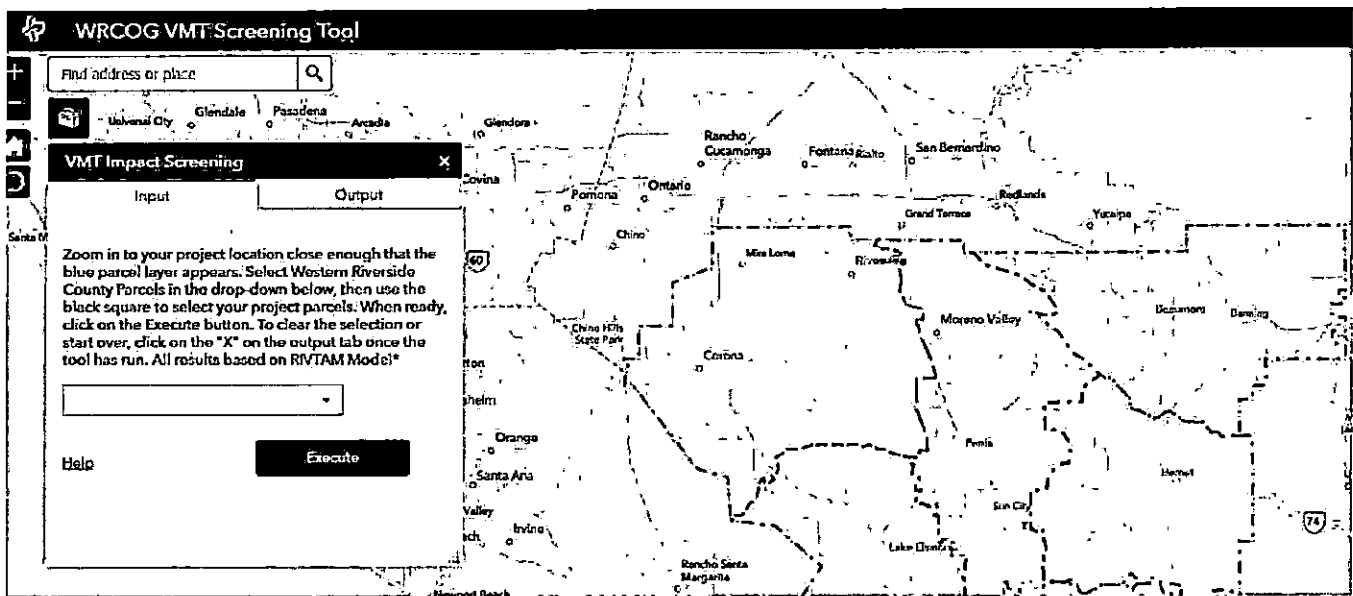
The City of Los Angeles is shifting from an auto-oriented metropolis to a city built around transit, compact transit-oriented development, and multi-modal "Complete Streets" which emphasize all travel modes. However, these dynamic policy shifts have been significantly impeded by requirements under CEQA to mitigate automobile delay. The City wants to seize the historic opportunity, mandated by SB 743, to realign the environmental review processes with policies that support infill development and Complete Streets transportation projects. Fehr & Peers was selected to work closely with the Los Angeles Department of City Planning (LADCP) and Los Angeles Department of Transportation (LADOT) to develop new vehicle miles traveled (VMT)-based CEQA thresholds and to update the tools necessary to implement the new procedures. In addition to developing the new thresholds, Fehr & Peers is updating the City's travel demand model and developing a sketch model tool to perform project-level VMT analysis; quantifying the parking demand and vehicle trip reduction benefits for mixed-use projects, creative office buildings, market rate housing, and affordable housing, and Transportation Demand

Management (TDM) strategies. The affordable housing sites are broken down based on population (senior, family, special needs, permanent supportive) and location (inside or outside a transit priority area). Fehr & Peers is educating city staff, private developers, and the community about the new impact review methodology through an engaging public outreach program.

The City of Los Angeles VMT Calculator was developed specifically to estimate project-specific daily household VMT per capita and daily work VMT per employee for land use development projects. It incorporates MXD trip generation techniques to more accurately estimate trips for urban infill mixed-use projects calibrated for the City, pulls location-specific data from the Los Angeles travel demand model regarding trip lengths, transit proximity and neighborhood characteristics, and estimates effectiveness of user-selected TDM measures in reducing a project's VMT. This tool is intended to be used for development projects within Los Angeles, and the VMT methodology is tailored to the City of Los Angeles traffic impact study guidelines.

15





## WRCOG VMT Screening Tool

### Status: Complete

Fehr & Peers created a strategy and tools for WRCOG and local jurisdictions to implement SB 743 in Western Riverside County. We evaluated existing travel demand models, developed baseline VMT data, developed a series of VMT estimation methodologies and thresholds, and identified priority mitigation measures. We developed a tool to determine the options for VMT analysis and requirements depending on the project characteristics. We developed a series of case studies that applied the developed tool, methodologies, and thresholds.

***"WRCOG could not be more pleased with the work that Fehr & Peers performed for us related to SB 743. They completed all of the tasks within the allotted budget and time. We were also happy with their outreach efforts including their coordination with our member agencies. They did an excellent job of communicating a complicated subject to our Board members and other key stakeholders."***

- Christopher Gray, Director of Transportation & Planning, Western Riverside Council of Governments (WRCOG)



## **National, State and Regional Research into Trip Generation in the Urban Environment, Trip Reduction Measures, and VMT**

**Status: Complete**

### **US EPA Smart Location Performance Indicator – United States Environmental Protection Agency**

Developed for nationwide use by US EPA, “smart location” performance indicators measure the effect of workplace-location characteristics on vehicle miles traveled per worker, including trips to/from work as well as work-based travel, such as lunch trips. The study developed relationships between land use and location “D” variables – including density, diversity, design, destination accessibility and distance from transit – to determine variations in worker travel, using the EPA national Smart Location Database and the National Household Travel Survey.

### **US EPA Mixed-Use Trip Generation – United States Environmental Protection Agency**

Fehr & Peers managed a team of researchers on a study to revolutionize the methods used by traffic engineers to predict the impacts of mixed-use development projects. The national study, sponsored by the US EPA, investigated the trip generation characteristics of 240 mixed (residential, commercial and retail) developments Boston, Atlanta, Houston, Sacramento, Portland and Seattle. It developed statistical methods to estimate trip generation based on each sites “7D” characteristics: density, diversity, design, destination accessibility, distance from transit, development scale, and demographics. Fehr & Peers validated the statistical relationships through comparison to traffic counts conducted at 16 established mixed-use development sites in California, Texas, Georgia, and Florida. The resulting methods are intended to provide improved methods to those presently offered in the Institute of Transportation Engineers (ITE) Trip Generation Handbook for the purpose of accurately portraying the degree to which mixed-use developments reduce impacts and infrastructure needs and reflect the underlying principles of the EPA Smart Growth program.

### **SHRP 2 C16 – Effect of Smart Growth Policies on Travel Demand – National Academy of Sciences**

Fehr & Peers, as part of a team, assisted with project C16 of the Strategic Highway Research Program (SHRP 2), a joint venture between the American Association of State Highway and Transportation Officials, the Federal Highway Administration, and the National Research Council. The objectives of project C16 were to (1) identify where and how smart growth policies and practices should be addressed at key decision points in the transportation planning process to make better decisions about highway capacity requirements, (2) develop analytical tools that transportation planners can use to quantify the short- and long-term impacts of various smart growth scenarios on peak period travel demand, (3) provide practical guidance and resources to help MPOs and state DOTs use information on the reduction of peak period auto use resulting from existing and planned smart growth developments to relieve regional congestion, (4) provide transportation agencies with advice on how to get the right land use decision makers and stakeholders with the right information involved in the transportation planning process at the right time, and (5) tightly integrate tools and information produced for this project into a web-based guide.

Fehr & Peers led the development of performance metrics for project C16. Fehr & Peers also contributed to the development of C16 tools and assisted with the pilot testing of tools for validity and applicability at MPOs and state DOTs nationwide.

### **Quantifying Greenhouse Gas Mitigation Measures – California Air Pollution Control Officers’ Association**

Fehr & Peers helped the California Air Pollution Control Officers Association (CAPCOA) to develop a groundbreaking and comprehensive set of guidelines for assessing and quantifying reductions in vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions associated with more than 50 TDM strategies, both individually and in combination. The strategies covered a wide range of measures, from increasing transit frequency to implementing road pricing to encouraging location-efficient land uses, as well as more traditional TDM measures like ride-sharing programs and parking cashout. Then, working with the Bay Area Air Quality Management District, the evaluation methods were validated by comparison to the actual performance of trip reduction strategies in the San Francisco Bay Area.





## Tom Gaul Principal-in-Charge

### **Education:**

Graduate Course Work,  
University of California,  
Berkeley

Bachelor of Science, Civil  
Engineering, Massachusetts  
Institute of Technology

### **Presentations:**

The Making of Iniki Express  
(The Kauai Emergency Bus  
System), 1993 ITE District 6  
Annual Meeting

Warner Center: A Plan for the  
21st Century, 1993 ITE District  
6 Annual Meeting

Planning in Motion: The  
2030 Oahu Regional  
Transportation Plan, 2006 ITE  
District 6 Annual Meeting

Growing Without Vehicle  
Trips: The Santa Monica  
LUCE, 2011 AEP California  
State Conference

Measuring the Miles:  
Developing New Metrics for  
Vehicle Travel in Los Angeles,  
2018 ITE Joint Western &  
Texas District Annual Meeting

Tom has over 35 years of experience as a transportation planner and engineer, and has conducted studies for public agencies, private firms and institutions throughout the western United States. Mr. Gaul has managed areawide transportation planning studies involving needs assessment, travel demand modeling, alternatives evaluation and public outreach, including general plans, specific plans and corridor studies. He has conducted traffic impact, circulation, parking and site access studies for residential, commercial, institutional, industrial, mixed-use and entertainment developments. He is experienced at recreational and special events planning, including circulation studies for the Disneyland Resort in Anaheim and parking and circulation improvements for Los Angeles Dodger Stadium. He has conducted alternatives analysis, station access planning and rail/traffic integration studies for rail transit projects in Los Angeles and Honolulu and was a task manager for the Los Angeles County HOV Performance Program and HOV System Integration Plan studies for MTA and Caltrans. He has managed preparation of Caltrans Project Study Reports and/or Project Reports for various improvement projects on the state highway system. Finally, Mr. Gaul is experienced with multimodal planning including complete streets, streetscape plans and bicycle/pedestrian studies.

Select Projects:

### **Client: City of Los Angeles Department of Transportation**

**Project: Infill and Complete Streets - Capturing VMT Impacts and Benefits to CEQA**

### **Status: Ongoing**

Los Angeles is shifting from an auto-oriented metropolis to a city built around transit, compact transit-oriented development, and multi-modal "Complete Streets" which emphasize all travel modes. However, these dynamic policy shifts have been significantly impeded by requirements under CEQA to mitigate automobile delay. The City wants to seize the historic opportunity, mandated by SB 743, to realign the environmental review processes with policies that support infill development and Complete Streets transportation projects. Fehr & Peers worked closely with the LADCP and LADOT to develop new VMT-based CEQA thresholds and to update the tools to implement the new procedures. In addition to developing the new thresholds, Fehr & Peers updated the City's travel demand model and developed a sketch model tool to perform project-level VMT analysis; and quantified vehicle trip reduction benefits for mixed-use projects, creative office buildings, market rate housing, affordable housing, and TDM strategies. Fehr & Peers is educating city staff, private developers, and the community about the new impact review methodology. Tom is a Task Leader.

**Client: City of Los Angeles Department of Transportation**

**Project: Transportation and Outreach Consultant Services for the Update of the City of Los Angeles General Plan Mobility Element**

**Status: Complete, 2013**

Fehr & Peers led a team that updated the General Plan Mobility Element for the City of Los Angeles (now called Mobility Plan 2035). From a selection of alternative approaches, the City chose a multimodal layered-network approach with a context sensitive overlay to update its street classification system. Fehr & Peers picked up where its LA Street Classification and Benchmarking System study left off and worked with the City to develop concepts for a layered network and to create new street standards based on the development of that layered network. The team worked with the City to prepare a Streetscape Manual that identified required improvements associated with each street type and addressed the existing disconnects between policy goals and current street standards. Through an innovative social media campaign and a series of meetings and workshops, Fehr & Peers framed the conversation in terms of transportation choices, where options and tradeoffs were clearly defined to reflect both aspirational goals and the constraints of conditions on the ground. This framing allowed for the productive exchange of ideas between the public and the City. The engagement approach included crowdsourced idea generation and dialogue, a custom contest for ideas, and in-person workshops across the City. Mr. Gaul was Principal-in-Charge.

**Client: City of Santa Monica**

**Project: Santa Monica Travel Demand Forecasting Model Update & SB 743 Implementation**

**Status: Ongoing**

Fehr & Peers originally developed the City's TDFM as part of preparation of the Land Use and Circulation Element (LUCE) and subsequently updated the TDFM in 2013. Fehr & Peers is updating the City's model with the latest land use data, new traffic and Expo LRT ridership counts, and updated regional data from the SCAG 2016 RTP update and to incorporate new features. As part of the TDFM update, Fehr & Peers is also revising the City's California Environmental Quality Act (CEQA) transportation review processes for development projects within the City in accordance with Senate Bill (SB) 743. Shangyou is one of the lead modelers that is responsible for TDF forecasting. She updates the model network and socio-economic input data. She also provides VMT analysis based on different methodologies using the output from the Santa Monica travel demand model.

**Client: City of Culver City**

**Project: Culver City Travel Demand Forecasting Model**

**Status: Ongoing**

Fehr & Peers is developing Culver City's TDFM to reflect the existing condition of land use data, traffic counts, updated regional data from the SCAG 2020 RTP update, current roadway condition. As part of the TDFM, Fehr & Peers will also develop SB 743 VMT metrics and threshold options.

**Client: City of Santa Monica**

**Project: Santa Monica Climate Action Plan**

**Status: Complete, 2017**

Fehr & Peers assisted a team with the City of Santa Monica's Climate Action and Adaptation Plan. We used the City's travel demand forecasting model (developed by Fehr & Peers) to prepare estimates of VMT in support of a citywide inventory of transportation-related sources of GHG emissions for various baseline years and for business as usual for year 2030. We are identifying transportation-related GHG reduction measures building upon those identified in existing City plans, and assessed potential VMT reduction benefits, anticipated co-benefits, and anticipated implementation issues associated with each. This evaluation considered the benefits of new modes of transportation, such as ride sourcing, and new transportation technologies, such as autonomous and connected vehicles.



## **Sarah Brandenburg, PE** **Project Manager**

Sarah has 19 years of experience with Fehr & Peers and is a licensed Traffic Engineer. Sarah served as the Operations Manager of the Los Angeles office for over 7 years, and is currently the Regional Principal in Charge of Southern California. Sarah has managed a variety of complex studies, such as transportation impact studies, EIR transportation sections, planning studies, and corridor studies focused on roadway operations, transit and active transportation. Sarah has managed the on-call contract with the City of Beverly Hills for nearly 10 years. Large transportation planning projects include the City of Los Angeles Mobility Plan 2035 EIR, the Marina del Rey Mobility Plan, and the Hollywood Community Plan Update. Sarah served as the Project Manager for the Westside Mobility Plan in Los Angeles in which public outreach, including the development of a project webpage, on-line survey, and social media sites, were crucial to project success. Sarah's ability to work closely with clients, complete a high-quality technical analysis, and clearly communicate study findings have been and will continue to be critical to project success. She is currently leading the effort for SB 743 implementation for the City of Beverly Hills and Santa Barbara County.

### **Education:**

Bachelor of Science, Civil and Environmental Engineering,  
Cal Poly San Luis Obispo

### **Professional Registration:**

Licensed Traffic Engineer,  
State of California (#2213)

### **Presentations:**

Evolution of Transportation  
Impacts under CEQA &  
SB 743, CA Association of  
Environmental Planners, 2017

Select Projects:

#### **Client: City of Beverly Hills**

#### **Project: SB 743 Implementation**

#### **Status: Ongoing**

Fehr & Peers is assisting the City of Beverly Hills with updating their transportation impact analysis process. Sarah is the Project Manager. Fehr & Peers is leading the City through key decisions on the methodology, thresholds, and feasible mitigation for VMT analysis as well as how to treat LOS analysis in the future as part of development review. As part of the process, Fehr & Peers used the regional SCAG model to estimate 2012 and 2040 household generated automobile VMT per capita estimates for each TAZ in the City. As of mid-August, Fehr & Peers has presented recommendations to the City's Planning Commission and convened an ad-hoc meeting with select commissioners. The SB 743 updates are expected to be adopted in October 2019.

#### **Client: County of Santa Barbara**

#### **Project: SB 743 CEQA Transportation Impact Thresholds Update**

#### **Status: Ongoing**

Fehr & Peers is supporting the County of Santa Barbara to update the County's CEQA transportation impact thresholds to comply with the State-mandated change from Level of Service to Vehicle Miles Traveled, pursuant to (SB) 743 and the new CEQA Guidelines Section 15064.3 (2019). Sarah is serving as Principal-in-Charge.

**Client: City of Beverly Hills**

**Project: Beverly Hills On-Call Engineering Support**

**Status: Ongoing**

Fehr & Peers currently serves the City of Beverly Hills with as-needed traffic engineering support. We have assisted by reviewing and providing recommendations regarding traffic-related concerns submitted by residents and business owners and provided support to City staff. We also prepared plan check comments for several temporary traffic control plans associated with minor encroachment permit work and very complex utility relocation work associated with the Metro Westside Subway Project.

Fehr & Peers has extensive experience preparing traffic studies, traffic circulation plans, analysis of access and circulation for land uses, and intersection and street improvement plans in Beverly Hills. Since 2012, Sarah has lead the following traffic studies in the City:

- 121 Spaulding Drive Transportation Assessment
- 401 S. Robertson Transportation Assessment
- 9265 Burton Way Transportation Assessment
- 301 N. Rodeo Drive Transportation Assessment
- 8767 Wilshire Boulevard Site Access Study
- One Beverly Hills EIR Transportation Impact Study
- 9908 S. Santa Monica Boulevard EIR Transportation Impact Study
- Beverly Hills Garden and Open Space Initiative Traffic Assessment
- Beverly Hills Media Center EIR Transportation Impact Study
- 9200 Wilshire Boulevard EIR Transportation Impact Study
- Beverly Hilton Revitalization EIR Transportation Impact Study

The majority of these studies have required our participation in the public hearing and project approval process, such as Traffic and Parking Commission, Planning Commission and City Council hearings. Sarah has worked closely with City staff for many years to ensure that technical questions regarding transportation and traffic impacts are thoroughly addressed as projects are being considered for approval and implementation.

**Client: City of Los Angeles Department of Transportation**

**Project: Westside Mobility Plan**

**Status: Complete, 2016**

Fehr & Peers, with Sarah as the Project Manager, led a multi-disciplinary team to develop a long-term comprehensive Mobility Plan for the Westside of the City of Los Angeles, California. The study included six major components: development of a state-of-the-art travel demand model; a mobility and rail connectivity study including the potential for north/south rail transit connections from the LAX area through the Westside and integration of transit, highway, bicycle and pedestrian modes; a comprehensive Westside parking study; updates to the Coastal Transportation Corridor and the West Los Angeles Transportation Specific Plans (including trip fee nexus studies for each); and a livable boulevards study addressing the integration of urban design/streetscape and transportation planning. The study included a substantial public outreach program to engage the community throughout the process. The Westside Mobility Plan blueprint is intended to serve as a catalyst for future action to improve transportation on the Westside.





## **Emily Finkel** **Lead Planner**

### **Education:**

Master of Planning, University  
of Southern California

Bachelor of Science in  
Business Administration,  
Northeastern University

Emily is a Senior Transportation Planner at Fehr & Peers, and soon to be Office Manager of the upcoming Long Beach office. She brings expertise in conducting technical analysis to support active transportation and safety planning efforts, as well as experience in project management, public outreach, traffic operations, and travel demand modeling. Prior to joining Fehr & Peers, Emily worked in public policy at the state and local levels for over five years. Most recently, she worked on transportation policy for a Los Angeles City Councilmember, working on transit and active transportation planning and programs for the City of Los Angeles and Metro. Emily formerly served as a County-appointed member on the Sacramento Bicycle Advisory Committee.

Select Projects:

### **Client: City of Glendale**

### **Project: Glendale Travel Demand Model**

### **Status: Complete, 2019**

Fehr & Peers helped the City of Glendale develop a new citywide travel demand model in conjunction with the South Glendale Community Plan update. The new model was developed using the TransCAD software platform and calibrated to 2015 conditions. This standalone model will be capable of generating accurate traffic volume forecasts to the year 2035 consistent with the SCAG model. The model is capable of providing travel demand forecasts to better quantify the change in vehicle trips and vehicle miles of travel associated with infill and smart growth development projects, consistent with changing state legislation.

### **Client: City of Glendale**

### **Project: South Glendale Community Plan EIR**

### **Status: Complete, 2018**

Fehr & Peers, as part of a team, used the City's new model to prepare the traffic study for the South Glendale Community Plan EIR. We produced an existing conditions report on multimodal operations within the South Glendale area and analyzed four future alternatives for the EIR. The model was used to help forecast intersection volumes, freeway volumes, and changes in vehicle trips and VMT. Each alternative included different TDM policy assumptions and land use forecasts. We also developed mitigation measures and provided an active transportation mode analysis.

### **Client: City of Los Angeles**

### **Project: Central City Community Plan Update**

### **Status: Ongoing**

Fehr & Peers is currently working on the Central City Community Plan Update for the City of Los Angeles. This community plan was initiated as part of an ongoing process to update all 35 community plans in the city by 2024, and serves as an example to future community plan updates in both analysis format and integration of latest city initiatives. Fehr & Peers is leading the transportation element of the plan, using the travel demand forecasting (TDF) model our team built for the City to regional and local specifications to analyze the changes estimated to take place with the adoption of the plan, including network, socio-economic, and zoning updates.

**Client: City of Los Angeles**

**Project: Lincoln Bridge Multimodal Improvement Project**

**Status: Ongoing**

Fehr & Peers prepared a Transportation Analysis Report for the Lincoln Bridge Multimodal Improvement Project, which proposes to replace the existing Lincoln Boulevard Bridge over Ballona Creek. The new structure will provide enhanced multimodal travel opportunities, including an additional southbound travel lane, protected bike lanes in both directions, new sidewalks, and additional improvements to Culver Boulevard and Lincoln Boulevard. Our work included developing travel demand forecasts for the Opening Year and Design Year of the project, and an analysis of traffic operations, multimodal safety, changes in VMT, and bicycle and pedestrian circulation.

**Client: Onni Contracting**

**Project: Times Mirror Mixed-Use Project Transportation Study**

**Status: Ongoing**

Fehr & Peers is conducting a comprehensive transportation study for the Time Mirror mixed-use project in downtown Los Angeles. The project will redevelop the Los Angeles Times site by demolishing approximately 225,000 square feet of existing office space, maintaining approximately 451,000 square feet of existing historic office space, converting approximately 60,000 square feet to grocery and restaurant/retail space, adding approximately 25,600 square feet of new restaurant/retail space, and adding approximately 1,000 residential units.

Fehr & Peers is preparing future cumulative forecasts including detailed analyses of all known related projects in the vicinity, analysis of potential impacts on intersections, bicycle and pedestrian impact analyses, identification of potential safety enhancements as part of the City's Vision Zero effort, CMP-required analyses of project impacts on the regional transportation system (freeway and transit), construction impact analysis, full traffic study report, negotiation of mitigations with LADOT, and coordinating with the project team.

**Client: Los Angeles Department of Transportation (LADOT)**

**Project: Los Angeles Vision Zero**

**Status: Ongoing**

Fehr & Peers is working with the City of Los Angeles to implement Vision Zero. We led a data-driven effort to identify the driving causes of traffic injuries and match efficient, cost-effective engineering countermeasures to address safety challenges. Emily analyzed collision data, including environmental and behavioral factors. She also led public engagement efforts on several priority corridors, including meeting with Neighborhood Councils and organizing public engagement workshops.



## **Chelsea Richer, AICP TDM Specialist**

Chelsea Richer has nine years of experience in transportation planning, focusing on first/last mile planning, active transportation planning, multi-modal safety, and transportation demand management (TDM). With experience working in diverse communities in Chicago and Los Angeles, Chelsea excels on projects that center transportation equity, data analysis, project evaluation and performance metrics, and community outreach as the tools to inform better decision-making and better outcomes. She is proficient in ArcGIS, Adobe InDesign, Adobe Illustrator and SPSS. Her technical practice areas are underpinned by strong communication skills, attention to detail, and experience managing complex planning projects with interdisciplinary teams.

Select Projects:

**Client: Los Angeles Department of Transportation**

**Project: City of Los Angeles Infill and Complete Streets - Capturing VMT Impacts and Benefits to CEQA**

**Status: Ongoing**

Los Angeles is shifting from an auto-oriented metropolis to a city built around transit, compact transit-oriented development, and multi-modal "Complete Streets" which emphasize all travel modes. However, these dynamic policy shifts have been significantly impeded by requirements under CEQA to mitigate automobile delay. The City wants to seize the historic opportunity, mandated by SB 743, to realign the environmental review processes with policies that support infill development and Complete Streets transportation projects. Fehr & Peers was selected to work closely with the LADCP and LADOT to develop new VMT-based CEQA thresholds and to update the tools to implement the new procedures. In addition to developing the new thresholds, Fehr & Peers is updating the City's travel demand model and developing a sketch model tool to perform project-level VMT analysis; quantifying parking demand and vehicle trip reduction benefits for mixed-use projects, creative office buildings, market rate housing, and affordable housing, and TDM strategies. Fehr & Peers is educating city staff, private developers, and the community about the new impact review methodology through an engaging public outreach program.

### **Education:**

Master of Urban & Regional Planning, University of California at Los Angeles

Bachelor of Arts, Environmental Studies and Public Policy, University of Chicago

### **Professional Registration:**

American Institute of Certified Planners, Certification Number 027878

### **Presentations:**

Vision Zero Case Study: Los Angeles – Vision Zero Advocate Conference, Toronto, ON (2018)

Vision Zero Deep Dive: Taking Meaningful Action on Vision Zero – APA National Conference, NYC (2017)

Vision Zero Technical Analysis in Los Angeles, CA: Data Driven Effort to Eliminate Traffic Fatalities (Poster Session) – Transportation Research Board Annual Meeting, Washington D.C. (2017)

**Client: City of West Hollywood**

**Project: Citywide Traffic and Mobility Study**

**Status: Ongoing**

Fehr & Peers is leading a team to assist the City of West Hollywood. Key tasks include the Transportation Demand Management (TDM) Program, Physical Roadway Improvements, and Traffic Impact Fee Program, which all have unique challenges and the Fehr & Peers team is helping the City navigate through this process and emerge with solutions that work to achieve the City's goals and serve the changing needs of land use development and the travelers we all serve. For the TDM program, the Fehr & Peers team is using extensive team expertise along with the best available data and input from stakeholders to tailor strategies and solutions that are likely to be most effective in West Hollywood. The use of "Big Data" in evaluating the travel markets for each of the five commercial districts is a critical element in understanding the needs of the districts. Chelsea is Project Manager.

**Client: City of West Hollywood**

**Project: Model Update**

**Status: Ongoing**

Chelsea is the Project Manager leading the team on project tasks: the Transportation Demand Management (TDM) Program, Physical Roadway Improvements, and Traffic Impact Fee Program. For the TDM program, the Fehr & Peers-led team is using extensive team expertise along with the best available data and input from stakeholders to tailor strategies and solutions that are likely to be most effective in West Hollywood. The use of "Big Data" in evaluating the travel markets for each of the five commercial districts is a critical element in understanding the needs of the districts. Fehr & Peers is developing a model that goes beyond the traditional highway-focused travel demand models to provide enhanced capabilities in such areas as smart growth, GHG emissions, transit operations, and alternative modes such as walking and bicycling. The study also includes a Physical Roadway Improvements section, where the City will be able to test and evaluate a variety of options including physical improvements, policies and programs that are aimed at improving multimodal mobility in the City of West Hollywood.

**Client: City of West Hollywood**

**Project: Fountain Avenue Safety Study**

**Status: Complete, 2018**

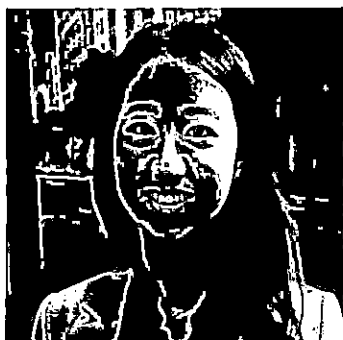
Fehr & Peers conducted a safety study on Fountain Avenue in the City of West Hollywood to determine potential recommendations that could be implemented to improve safety on corridor. The study included an analysis of the collision history on the corridor, travel patterns using Big Data, and intersection delay. Recommendations were provided in several time buckets based on ease of implementation and identified need at certain locations by City staff. Fehr & Peers also analyzed the expected safety benefits using data from FHWA's Crash Modification Factors Clearinghouse, and the potential for changes to vehicle travel through adjacent neighborhoods.

**Client: Los Angeles Department of Transportation**

**Project: Vision Zero Technical Analysis, Action Plan, & Education and Engagement**

**Status: Ongoing**

Fehr & Peers has been working with LADOT since 2016 to implement Mayor Garcetti's Executive Directive 10: Vision Zero. Vision Zero is an ambitious initiative to eliminate traffic fatalities and severe injuries among all roadway users. As part of this process, Fehr & Peers conducted an extensive peer city review, including key interviews and led a robust, data-driven effort to identify the driving causes of traffic injuries and match efficient and cost-effective engineering countermeasures to address the safety challenges. Chelsea was deputy project manager for this effort, responsible for developing materials, conducting and interpreting peer city interviews, and guiding the data analysis process. Following the development of this analysis, Chelsea worked with the team that developed the first Vision Zero Action Plan to effectively translate the data analysis findings into an actionable strategy for the Department of Transportation. Chelsea has continued working on LADOT's Vision Zero efforts through the initial implementation of Vision Zero projects along 12 high-priority corridors, and through the 2018 Education and Engagement initiative.



## Shangyou Zeng Modeler

With over three years of professional experience, Shangyou is an innovative, responsible, and analytical transportation planner specializing in big data analysis, data visualization, travel demand forecasting, model development. Prior to joining Fehr & Peers in 2018, Shangyou worked in research and analysis department at the Southern California Association of Governments. She is skilled in TransCAD, Cube, ArcGIS, Python, and Adobe programs.

### **Education:**

M.S., Civil Engineering,  
Concentration in  
Transportation Systems  
Engineering, University of  
California, Irvine

Master of Urban and Regional  
Planning, University of  
California, Irvine

B.S., Urban and Rural  
Planning & Resource  
Management, Beijing Normal  
University, Beijing, China

Driven Effort to Eliminate  
Traffic Fatalities (Poster  
Session) – Transportation  
Research Board Annual  
Meeting, Washington D.C.  
(2017)

### Select Projects:

#### **Client: City of Santa Monica**

#### **Project: Santa Monica Travel Demand Forecasting Model Update & SB 743 Implementation**

#### **Status: Ongoing**

Fehr & Peers originally developed the City's TDFM as part of preparation of the Land Use and Circulation Element (LUCE) and subsequently updated the TDFM in 2013. Fehr & Peers is updating the City's model with the latest land use data, new traffic and Expo LRT ridership counts, and updated regional data from the SCAG 2016 RTP update and to incorporate new features. As part of the TDFM update, Fehr & Peers is also revising the City's California Environmental Quality Act (CEQA) transportation review processes for development projects within the City in accordance with Senate Bill (SB) 743. Shangyou is one of the lead modelers that is responsible for TDF forecasting. She updates the model network and SED input data. She also provides VMT analysis based on different methodologies using the output from the Santa Monica travel demand model.

#### **Client: Caltrans**

#### **Project: California Statewide Freight Forecasting Model**

#### **Status: Ongoing**

Fehr & Peers is assisting with the enhancement of the California Statewide Freight Forecasting Model (CSFFM) and analysis of several 2040 multimodal goods movement scenarios. We are helping Caltrans to define freight performance measures to evaluate the effectiveness of each set of future projects and scenarios. Then we are modifying the model to calculate those metrics and provide visual reports. Shangyou is familiar with PEMS data, Caltrans truck book, border data and different MPOs model, and helps to prepare the truck counts database for the model validation and calibration.

**Client: Port of Long Beach**

**Project: Master Plan Update and PEIR**

**Status: Ongoing**

Fehr & Peers is preparing the EIR transportation impact study for a major update to the Port's Master Plan. Fehr & Peers supported the master plan team in defining the goals and objectives for the plan, and in mix of projects comprising the alternatives under study. Shangyou is the modeler in this project and has updated the QTTB and model network for different scenarios. She provides detailed VMT analysis using the Port's travel demand model for each alternative.

**Client: City of Carson**

**Project: Carson General Plan Update**

**Status: Ongoing**

Fehr & Peers is assisting the team with the Carson 2030 General Plan Update. This project is underway, and the team is working to complete the existing conditions review, including data collection and analysis, with particular attention to multi-modal transportation and goods movement in the City of Carson. Following the existing conditions analysis, the focus of the effort will shift to developing the General Plan Mobility Element and preparing the environmental analysis for CEQA clearance of the project. Shangyou analyzed Streetlight data to understand truck travel pattern and truck distribution from and to City of Carson, which involves advanced data handling, transformation, and visualization.

**Client: City of West Hollywood**

**Project: West Hollywood Citywide Traffic and Mobility Study**

**Status: Ongoing**

Fehr & Peers is leading a team to assist the City of West Hollywood. Key tasks include the Transportation Demand Management Program, Physical Roadway Improvements, and Traffic Impact Fee Program. Fehr & Peers is developing a model that goes beyond the traditional highway-focused travel demand models to provide enhanced capabilities in such areas as smart growth, GHG emissions, transit operations, and alternative modes such as walking and bicycling. Shangyou has been working on updating the model to increase the fidelity and theoretical soundness of the model and to calibrate and validate it to existing conditions.

**Client: City of Culver City**

**Project: Culver City Travel Demand Forecasting Model**

**Status: Ongoing**

Fehr & Peers is developing Culver City's TDFM to reflect the existing condition of land use data, traffic counts, updated regional data from the SCAG 2020 RTP update, current roadway condition. As part of the TDFM, Fehr & Peers will also develop SB 743 VMT metrics and threshold options. Shangyou is the lead modeler on this project, and she is working on network update, TAZ development, and other model input data preparation for the future calibration and validation process.

# 5. Subconsultants or Partners

Fehr & Peers has the technical expertise and committed staff to complete the project. We will not be utilizing any subconsultants.

# 6. Fee Proposal

The table below presents our proposed fee to conduct the work scope described in this proposal, indicating the anticipated number of hours by task and by staff person. We propose to conduct this work for a total fee of \$59,540, including labor and direct costs.

We propose to conduct the work on a time and materials basis, with invoices issued monthly.

	Principal- in-Charge	Project Manager	TDM Specialist	Lead Planner	Modeler	Engineer/ Planner	Graphics/ Admin Support	Total Hours	Total Cost
	\$340	\$285	\$200	\$165	\$140	\$135	\$150		
<b>TASK 1: KICK-OFF &amp; COORDINATION MEETINGS</b>	4	16		16				36	\$8,560
<b>TASK 2: VMT METRICS &amp; THRESHOLDS</b>	2	14		16	34	18	4	88	\$15,100
<b>TASK 3: MITIGATION OPTIONS</b>	2	6	16	6		10	8	48	\$9,130
<b>TASK 4: PREPARE TIA GUIDELINES</b>	4	8		12		8	4	36	\$7,300
<b>TASK 5: CIRCULATION ELEMENT REVIEW</b>	2	6		12			2	22	\$4,670
<b>TASK 6: FINAL REPORT</b>	2	8		16		4	8	38	\$7,340
<b>TASK 7: PUBLIC HEARINGS</b>	2	8		8			4	22	\$4,880
<b>TOTAL HOURS</b>	18	66	16	86	34	40	30	290	\$56,980
<b>OTHER DIRECT COSTS (REIMBURSABLES - COMMUNICATIONS; REPRODUCTION, LOCAL TRAVEL)</b>									\$2,560
<b>TOTAL COST</b>									\$59,540



# 7. References

**Reference:** Jay Kim

Principal Transportation Engineer  
Los Angeles Department of Transportation  
100 South Main Street, 9th Floor  
Los Angeles, CA 90012  
213.972.8476  
Jay.Kim@lacity.org

**Referenced Project:** Infill and Complete Streets - Capturing VMT Impacts and Benefits to CEQA

**Start and End Date:** Spring 2015 - Ongoing

**Brief Scope of Work:** Fehr & Peers worked closely with the LADCP and LADOT to develop new VMT-based CEQA thresholds and to update the tools to implement the new procedures. In addition to developing the new thresholds, Fehr & Peers updated the City's travel demand model and developed a sketch model tool to perform project-level VMT analysis; and quantified vehicle trip reduction benefits for mixed-use projects, creative office buildings, market rate housing, affordable housing, and TDM strategies.

**Reference:** Aaron Kunz

Deputy Director of Transportation  
City of Beverly Hills  
455 N. Rexford Dr.  
Beverly Hills, CA 90210  
akunz@beverlyhills.org  
310.285.1128

**Referenced Project:** SB 743 Implementation

**Start and End Date:** Fall 2018 - Ongoing

**Brief Scope of Work:** Fehr & Peers is assisting the City of Beverly Hills with updating their transportation impact analysis process. Fehr & Peers is leading the City through key decisions on the methodology, thresholds, and feasible mitigation for VMT analysis as well as how to treat LOS analysis in the future as part of development review. As part of the process, Fehr & Peers used the regional SCAG model to estimate 2012 and 2040 household generated automobile VMT per capita estimates for each TAZ in the City. As of mid-August, Fehr & Peers has presented recommendations to the City's Planning Commission and convened an ad-hoc meeting with select commissioners. The SB 743 updates are expected to be adopted in October 2019.

**Reference:** Chris Gray  
Director of Transportation  
Western Riverside Council of Governments  
3390 University Ave, Suite 450  
Riverside, CA 92501  
cgray@wrcog.us  
951.955.8304

**Referenced Project:** WRCOG VMT Implementation and Screening Tool

**Start and End Date:** Spring 2018 - Spring 2019

**Brief Scope of Work:** Fehr & Peers created a strategy and tools for WRCOG and local jurisdictions to implement SB 743 in Western Riverside County. We evaluated existing travel demand models, developed baseline VMT data, developed a series of VMT estimation methodologies and thresholds, and identified priority mitigation measures.

# 8. Implementation Schedule

This section provides a proposed schedule to achieve implementation of the City's VMT guidelines before the State's deadline of July 1, 2020, and assuming a start date in early October, 2019. We are proposing an eight-month schedule, ending with Commission and City Council meetings in April and May 2019. This allows for an extra month before the July 1 deadline.

	2019			2020					
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
TASK 1: KICK-OFF & COORDINATION MEETINGS	*	*	*	*	*	*	*	*	
TASK 2: VMT METRICS & THRESHOLDS									
TASK 3: MITIGATION OPTIONS									
TASK 4: PREPARE TIA GUIDELINES									
TASK 5: CIRCULATION ELEMENT REVIEW									
TASK 6: FINAL REPORT									
TASK 7: PUBLIC MEETINGS, EVENTS & HEARINGS							A	B	

X Staff coordination meetings

A - Commission meeting

B - City Council meeting



# City of Gardena City Council Meeting

## AGENDA REPORT SUMMARY

Agenda Item No. 5.D. (3)

Department: Consent Calendar

Meeting Date: September 24, 2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF CITY OF GARDENA'S GTRANS 2019 TITLE VI PROGRAM

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Program	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>The Federal Transit Administration (FTA) requires that federally funded transit agencies submit a triennial report to ensure compliance with Title VI of the Civil Rights Act of 1964. Title VI regulations were set forth to assure equal access to transit services regardless of race, ethnicity, gender, or income in programs receiving federal funding.</p> <p>GTrans' 2019 Title VI Program is due on October 1, 2019, and approval of this program by the City Council is required. Upon submittal, the FTA then reviews and concurs with the Title VI Program or requests additional information.</p> <p>The FTA's updated Title VI Circular includes both general requirements and transit-specific requirements. As a result of GTrans falling under a peak-bus threshold of 50 buses, its program is required to have the following elements:</p> <ul style="list-style-type: none"><li>• <u>Overview of GTrans</u> and the services provided</li><li>• <u>General Reporting Requirements</u> including procedures for handling complaints, complaint form, public engagement, language assistance plan</li><li>• <u>Program Specific Requirements</u> including setting system-wide service standards, service policies and providing any fare and service equity analyses</li></ul> <p>Therefore it is recommended that Council approve the attached GTrans' 2019 Title VI Program.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
There is no financial impact.	
<u>ATTACHMENTS:</u>	
A. City of Gardena Department of Transportation – GTrans – 2019 Title VI Program	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director	Date <u>9/19/2019</u>
Concurred by <u>Clint Osorio</u> , Clint Osorio, Interim City Manager	Date <u>9/19/19</u>



# **City of Gardena's GTrans Title VI Program**

**October 2019**

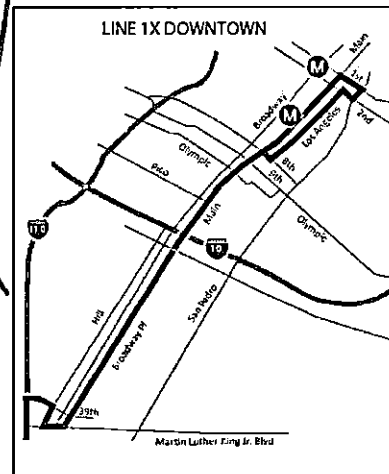
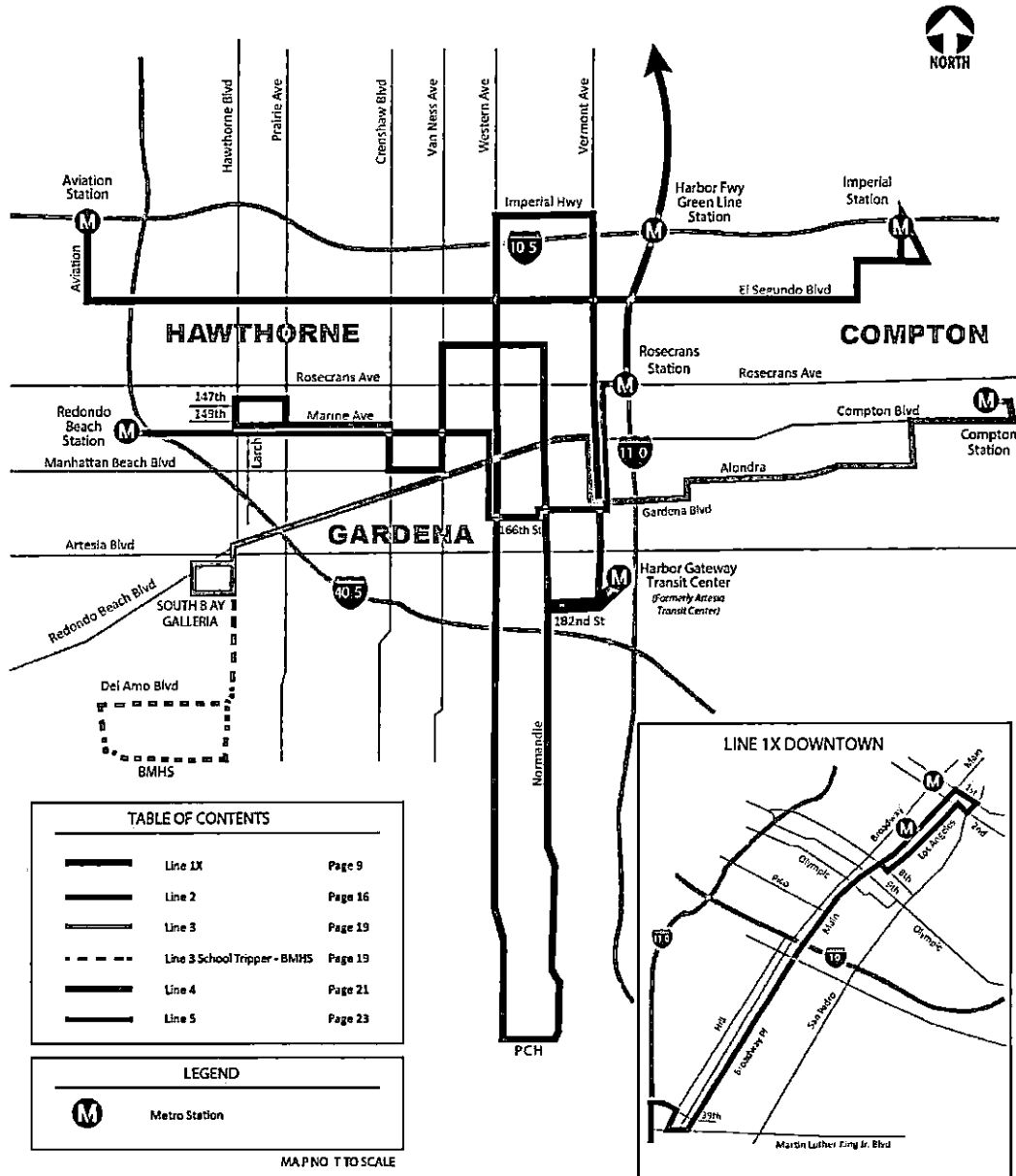


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# Table of Contents

Overview.....	1
Title VI of the Civil Rights Act of 1964	
Agency Overview	
Services Provided	
General Reporting Requirements .....	5
Civil Rights Notice to the Public	
Procedures for Reviewing a Title VI Complaint	
Title VI Investigations, Complaints and Lawsuits	
Public Engagement Process	
Language Assistance Plan	
Membership of Non-Elected Committees and Councils	
Monitoring Subrecipients and Contractors	
Fixed Facility Impact Analysis	
Governing Body Approval of Title VI Plan	
Program Specific Requirements .....	9
System-Wide Service Standards	
System-Wide Service Policies	
Fare and Service Equity Analyses	
Appendices .....	13
A – Title VI Complaint Form and Procedures for Reviewing and Complaint	
B – Title VI Investigations, Complaints and Lawsuits	
C – Major Service Change Policy and Public Participation Process for Fare and Service Changes	
D – GTrans' Language Assistance Plan and Four-Factor Analysis	
E – Gardena City Council Approval of 2019 Title VI Program	
F – GTrans Bus Stop Policy	
G – Fare and Service Equity Analyses	
1. TAP on Second Boarding	
2. Senior Fare	

# CITY OF GARDENA GTRANS SYSTEM MAP





# Overview

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## Title VI of the Civil Rights Act of 1964

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The Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin. Title VI of the Act states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

To achieve this purpose, each federal department and agency, which provides financial assistance for any program or activity, is authorized and directed by U.S. Department of Justice (DOJ) to put into effect provisions of Title VI for each program or activity by issuing applicable rules, regulations, or requirements.

In this regard, it is the responsibility of applicants, recipients, and sub-recipients of Federal Transit Administration (FTA) assistance, to distribute transit services and related benefits in a manner consistent with Title VI. Title VI requires recipients of federal assistance to monitor and evaluate federally assisted programs for compliance. The FTA is responsible for ensuring compliance of transit agencies receiving federal assistance. FTA Circular 4702.1B describes the monitoring methodology used by recipients. Transit providers must conduct periodic assessments to determine whether the transit service provided to minority communities and minority users is consistent with the objectives cited in this circular. The City of Gardena's GTrans receives federal assistance for the provision of public transit services and therefore complies with the Civil Rights Act of 1964 and the provision of Title VI.

Presidential Executive Order 12898 "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations" of February 1994 places further emphasis on Title VI protections of race and national origin by directing federal agencies to develop strategies to address disproportionately high and adverse human health or environmental effects of their programs on minority and low-income populations.

All transit providers—whether direct recipients, primary recipients or subrecipients—that receive financial assistance from FTA are also responsible for following the general requirements in FTA 47021.B Chapter IV, which are scaled based on the size of the fixed route transit provider.

Requirements	Transit Providers that Operate Fixed Route Service	Transit Providers that Operate 50 or more fixed route vehicles in peak service and are located in a UZA of 200,000 or more in population
Set system-wide standards and policies	Required	Required
Collect and report data	Not required	Required: <ul style="list-style-type: none"><li>• Demographic and service profile maps and charts</li><li>• Survey data regarding customer demographic and travel patterns</li></ul>
Evaluate service and fare equity changes	Not required	Required
Monitor transit service	Not required	Required

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## Agency Overview

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The City of Gardena is located in the South Bay sub region of Los Angeles County, approximately 12 miles from the downtown Central Business District (CBD) of Los Angeles. Gardena is bounded on the north and west by unincorporated areas of Los Angeles County, as well as the city of Hawthorne and on the south and east by the cities of Los Angeles and Torrance. The City of Gardena was incorporated in 1930 and is governed by a five-member City Council, one of whom is the Mayor and presiding officer. The City Manager, appointed by the Council, administers the day-to-day business of the City.

The City's Transportation Department (GTrans) inaugurated service in 1940 and for nearly 80 years has been one of three municipal transit operators serving the South Bay subregion of Los Angeles County. Boarding over three million customers annually on the system, GTrans provides fixed route bus service using a fleet of 54 buses deployed over five routes.

As shown in Exhibit 1, the GTrans service area is quite racially diverse. According to the 2015-2017 American Community Survey, roughly 86 percent of GTrans' service area residents are considered minority. The minority population includes designations of Hispanic or Latino, African American, Asian, Indian and Alaska Natives, Pacific Islander, or other non-white races including persons of two or more races.

Service is deployed to the City of Gardena and throughout the adjacent communities of Torrance, Redondo Beach, Carson, Compton, City of Los Angeles, Hawthorne Lawndale and certain unincorporated areas of Los Angeles County. GTrans also serves downtown Los Angeles and interfaces at several points with Los Angeles County Metropolitan Transportation Authority's (Metro) Blue and Green Line light rail services, Silver Line at Harbor Gateway Transit Center, and Metro bus service. GTrans also connects with Torrance Transit, Beach Cities Transit, Lawndale Beat, the Los Angeles Department of Transportation (LADOT) and the City of Compton's Renaissance Transit. More than two-thirds of the GTrans service area lies outside the City of Gardena boundaries. Customers may transfer between many of these services with a special interagency transfer, or the regional LA County monthly EZ Transit Pass.

GTrans' also operates a demand response transit service for its elderly and disabled residents called Gardena Special Transit. In addition to the City of Gardena residents, GTrans provides this service on a consolidated basis to the elderly and disabled residents of Hawthorne and the Los Angeles County unincorporated areas of Del Aire and Alondra Park. This service is provided in addition to that which is provided by Access Services, Inc., the Los Angeles County complementary paratransit service mandated by the Americans with Disabilities Act of 1990 (ADA).

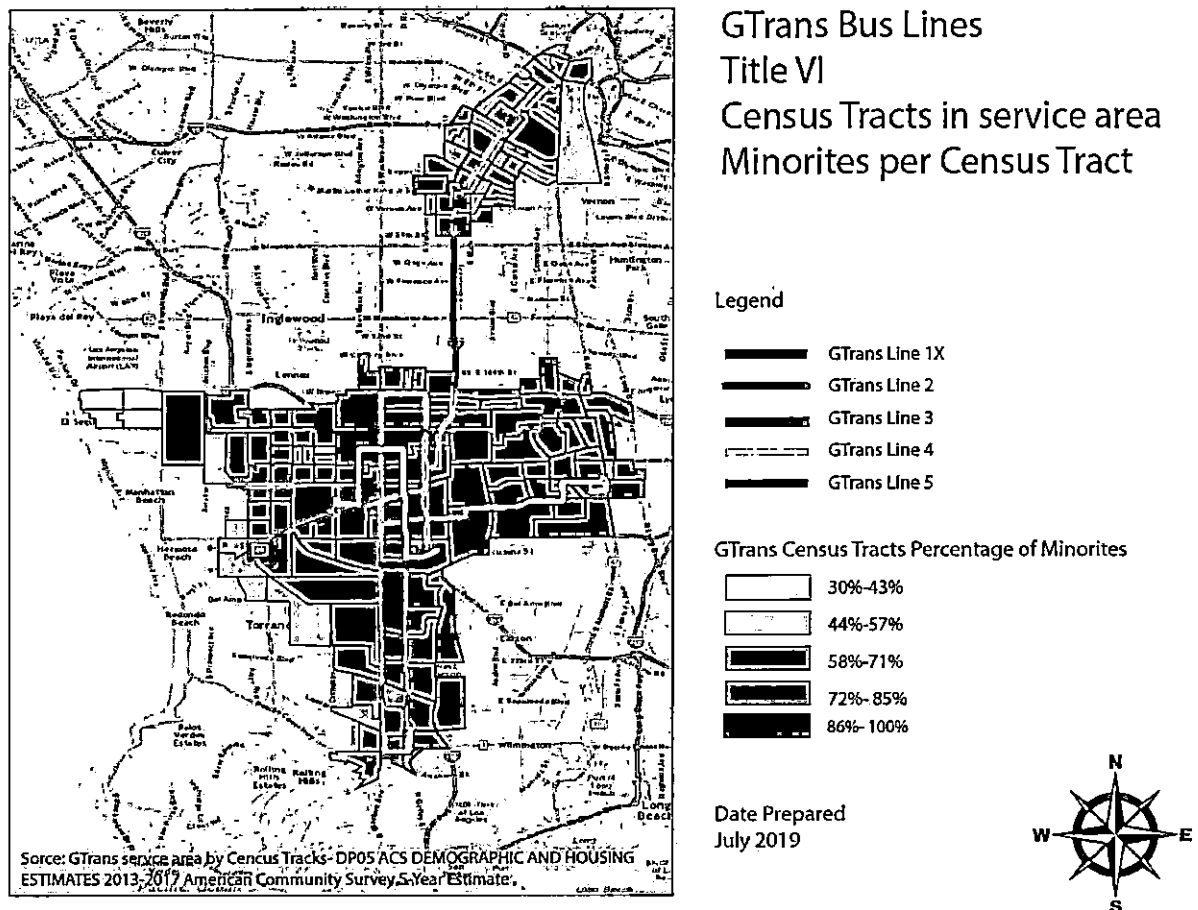
GTrans operates out of its main Administrative, Operations and Maintenance facility located at 13999 S. Western Avenue in Gardena.

GTrans' fixed route revenue fleet consists of 62 vehicles: 54, 40-foot buses, and eight contingency buses. GTrans also operates eight Special Transit vehicles, including four vans and four cutaway vehicles. GTrans' active fixed route fleet consists of 48 gasoline hybrid electric buses (model years 2005, 2009 and 2010) and six electric buses (five battery electric conversion and one traditional electric bus.)

GTrans has adopted an alternative fuel strategy for the immediate future to include 80 percent Compressed Natural Gas (CNG) and 20 percent zero-emission buses. GTrans is currently awaiting its

first order of 18 CNG buses, to replace gasoline hybrid electric buses in its fleet. All buses use low-floor, curb level technology, and all are fully ADA accessible. Currently, fixed-route buses can accommodate up to two bikes, but the 18 new CNG buses will accommodate up to three bikes.

Exhibit I



## Services Provided

### Fixed Route Bus Service

Fixed-route service is provided with a fleet of 54 buses distributed over five routes with a weekday peak requirement of 43 buses as of July 2019. As such, GTrans falls under the requirements of Transit Providers that Operate Fixed Route Service, below the 50 peak bus threshold.

Service operates weekdays throughout the fixed-route system from 4:10 a.m. to 10:30 p.m., and on three routes on weekends from 4:43 a.m. to 9:48 p.m.

### Special Transit Service

GTrans also operates paratransit service using eight accessible cutaway and minivan vehicles for senior citizens and persons with disabilities. This locally funded service is in addition to Access Service, Inc., the Los Angeles County complementary paratransit service mandated by the Americans with Disabilities Act of 1990 (ADA). Residents of Gardena, Hawthorne and unincorporated areas of Alondra Park and Del Aire in Los Angeles County are eligible for this service.

Residents can apply for the Special Transit card at the Gardena Senior Citizens Bureau or Hawthorne Memorial Center. Once a resident has received their card and wishes to schedule door-to-door transportation service, they contact the Gardena Special Transit dispatch to make arrangements at least 24 hours in advance.

# General Reporting Requirements

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## Civil Rights Notice to the Public

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Part of GTrans' Title VI responsibilities is to inform the public of its obligations through a public notice that details GTrans' Title VI complaint procedures. The following notice is posted in GTrans' Route and Schedule Guide, on the GTrans website [www.RideGTrans.com](http://www.RideGTrans.com), onboard GTrans buses and Special Transit vehicles and in the lobby of GTrans' Administrative, Operations and Maintenance headquarters, located at 13999 S. Western Avenue in Gardena:

### ***Title VI Civil Rights***

*The City of Gardena's GTrans is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, nation origin, as protected by Title VI of the Civil Rights Act of 1964, as amended.*

*No person or group of persons will be discriminated against with regard to fares, routing, scheduling, or quality of transportation service that GTrans furnishes, on the basis of race, color, or national origin. In addition, the frequency of service, age and quality of GTrans vehicles assigned to routes, and location of routes will not be determined on the basis of race, color, national origin, sex, age or disability.*

*If you believe you have been discriminated against, you may file a signed, written complaint within one hundred and eighty (180) days of the alleged discrimination date. The complaint should include the following information:*

- 1. Your name, address, and how to contact you (i.e. telephone number, email address, etc.)*
- 2. How, when, where, and why you believe you were discriminated against. Include the location, names and contact information of any witnesses.*

*The complaint may be filed in writing with GTrans Customer Service at:*

*Director of Transportation  
Department of Transportation  
13999 S. Western Avenue  
Gardena, CA 90249*

*Complaint forms can be obtained at GTrans' website:*

*[www.RideGTrans.com](http://www.RideGTrans.com)*

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## Procedures for Reviewing a Title VI Complaint

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The following is a summary of the procedures GTrans uses for investigation and resolution of the formal Title VI complaints. Please see Appendix A for GTrans' Title VI Complaint form, the formal complaint procedures provided to the public and GTrans' internal procedures for Title VI complaint handling.

GTrans staff will adhere to the following internal procedures when investigating and resolving Title VI complaints:

1. Once a Title VI complaint is received, GTrans staff will contact the complainant to obtain additional details and information that will assist with the investigation. Department staff will meet with any complainant at their request.
2. Staff will attempt to obtain additional internal documentation which may assist in the investigation, including on-board video camera footage, statements from GTrans personnel, etc.
3. GTrans has 90 days to investigate the complaint. If more information is needed to resolve the case, GTrans may contact the complainant. The complainant has 15 business days from the date of the letter to send requested information to the personnel assigned to investigate the complaint. If the investigator is not contacted by the complainant or does not receive the additional information within 60 business days, GTrans can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.
4. After the complaint is reviewed and a determination is made, GTrans will send a closure letter or a letter of finding (LOF) to the complainant. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains how the situation will be addressed. If the complainant wishes to appeal the decision, he/she has 90 days after the date of the letter or the LOF to do so.
5. A detailed record of all Title VI complaints and the City's response will be kept on file for a minimum of five years.

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## Title VI Investigations, Complaints and Lawsuits

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GTrans has had no lawsuits and eight complaints alleging discrimination under Title VI since the submittal of its 2016 Title VI Program. Of the eight complaints alleging discrimination, none were substantiated and GTrans is not aware of any formal Title VI complaints filed with the FTA.

For a summary listing of the Title VI Investigations, Complaints and Lawsuits please see Appendix B.

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## Public Engagement Process

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The City of Gardena's GTrans continually monitors and considers the impact of various service decisions as they relate to the community and customers using the service.

As required by FTA Circular 9030.1E, Chapter VI Program Management and Administrative Requirements, the City of Gardena's GTrans must establish a process to solicit and consider public comment prior to raising fares or implementing a major reduction of transit services. The policy should provide an opportunity for a public hearing or public meeting for any fare increase or major service reduction and should describe how the recipient will conduct such meetings and how the recipient will consider the result of such meetings in the process of changing fares and service.

The purpose of GTrans' Public Participation Process is to promote public involvement in transit planning decision-making activities. This plan establishes formal procedures that allow for, encourage, and monitor

public participation within the GTrans service area, including, but not limited to, minority individuals, persons with Limited English Proficiency and low-income populations.

While GTrans had no major service changes or fare increases since the last Title VI Program submittal in 2016, the agency did have an opportunity to formally engage with the public at a number of opportunities.

First, in May 2017, GTrans began a project to improve bus stops throughout its service area, in an effort to enhance safety, comfort, design and visibility. GTrans held two community meetings: Gardena City Hall on Thursday at 5:30pm and GTrans Facility on Saturday June 3 at 9:00am. These were provided in Spanish and English on GTrans' website and social media, on-board flyers and newspaper advertisements (in English and Spanish publications), and GTrans provided an online comment form which could be translatable by Google Translate into over 100 languages.

As part of its Line by Line Analysis, GTrans hired a consultant to review its existing transit services and to develop recommendations for future service improvements. As part of this process, GTrans sought input from the public about its suggestions for improvements and general feelings about GTrans as a service. GTrans held an open house at the Gardena City Hall on Wednesday April 18, 2018 at 7:00pm and held pop ups at transit stops throughout its service area, including shopping malls and transit centers. GTrans also held an open house for its Special Transit Customers, on April 19, 2018 and provided free transportation to the event.

While these occasions provided a more formal opportunity to interact and engage with the public, GTrans increased its outreach at more informal opportunities as well.

- Luzinger High School TAP Drive: Distribute student TAP cards to high school students.
- Hawthorne Senior Center Open House: Inform Seniors about how to ride the bus and discuss safety concerns when taking public transit
- Gourmet Chef Fest: Set up booth and give away transit information and TAP cards to attendees
- Los Angeles South West College Graduation: Distribute transit information and TAP cards before and during the graduation
- Nakaoka Center Senior Day: Inform Seniors about how to ride the bus and discuss safety concerns when taking public transit.
- Los Angeles South West College High School Promise Program: Distribute transit information and TAP cards to high school students from around the area to help them prepare for college
- Annual Operation Backpack: Give away school supplies to middle and high schoolers who need supplies, along with transit information and TAP cards
- National Night Out Gardena Police Department: Gardena's Police Department night out at Target, including GTrans bus, Marketing Team, giveaways and transit information and TAP cards
- Compton College: New Student Welcome Day TAP card give away and transit information booth
- Henry Clay Learning Complex: Back 2 School night event where staff provides transit information and TAP cards
- Annual City of Gardena Jazz Fest: City of Gardena Jazz music festival held at Rowley Park, where staff provides transit information and TAP cards
- Peary Middle School Open House: Provide transit information and TAP cards

Please see GTrans' adopted Major Service Change Policy and Public Participation Process for Fare and Service Changes in Appendix C.

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## Language Assistance Plan

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Individuals who have a limited ability to read, write, speak or understand English are considered persons with Limited English Proficiency (LEP). In Los Angeles County, according to the U.S. Census records, approximately one quarter of the County's residents would describe themselves as being able to communicate in English less than "very well."

Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes discrimination based upon national origin. In conjunction with the development of its 2019 Title VI Program, GTrans updated its four-factor analysis of services provided to the LEP population

For a copy of GTrans' Language Assistance Plan and Four Factor Analysis, please see Appendix D.

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## Membership of Non-Elected Committees and Councils

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GTrans does not select membership to any transit-related, non-elected planning boards, advisory councils or committees, or similar bodies.

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## Monitoring of Subrecipients and Contractors

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For the reporting period, GTrans did not have any subrecipients that received federal financial assistance from the FTA.

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## Fixed Facility Impact Analysis

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GTrans has not constructed any new fixed facilities since the submission of its 2016 Title VI Program and thus has not performed a fixed facility impact analysis.

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## City Council Approval of Title VI Program

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GTrans 2019 Title VI received governing body approval by the City of Gardena's City Council on September 24, 2019. Please see Appendix E for a copy of the agenda and minutes.



# Program Specific Requirements

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## System-Wide Service Standards

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Service performance standards are necessary to ensure that all services are contributing positively to the transit network and the overall financial stability of GTrans. Performance should be measured regularly to identify trends over time and to allow prompt changes to be enacted if necessary. GTrans has adopted quantitative system-wide service standards for its fixed route services. These standards, which are summarized below, were developed and implemented to better help GTrans achieve equity for all its transit customers in service design and operations decisions.

Performance standards help ensure that GTrans services are equitably provided, useful to customers and cost-effective for the organization.

### Passenger Load

Passenger load is the ratio of passengers on the vehicle to the number of seats on the bus. If the passenger load is high, resulting in overcrowded conditions, additional service may be needed to address the issue. GTrans measures the vehicle load at the maximum load point on each route during peak and off-peak periods. GTrans' policy is not to exceed a passenger load to seat ratio of 1.25 for fixed route services operating in local service, and 1.00 for fixed route service operating express service on freeway segments. GTrans is nearing completion of a project to install Automatic Passenger Counters onboard its fixed route fleet, providing a more accurate and effective way of tracking passenger load.

Passenger Load	
Service Type	Passenger Load Factor
Local Service	125% of seated capacity
Express Service	100% of seated capacity

### Vehicle Headway

Vehicle headway is the measurement of time between buses on a line. A shorter headway corresponds to service that is more frequent. GTrans generally operates fixed-route service with vehicle headways between 15-30 minutes during weekday peak periods, and between 30-60 minutes during weekday off-peak periods and weekends.

### On-Time Performance

GTrans defines on-time performance for fixed-route bus trips as those trips that depart from a time point location no earlier than the time listed on printed schedules or arrive at the time point no later than five minutes from the scheduled time. Currently on-time performance is monitored using field supervision checks on specific trips. GTrans is currently in the middle of a project to deploy a CAD/AVL system that will provide a more effective way of tracking on-time performance.

### Service Availability

Service availability generally corresponds to the provision of transit service on major traffic corridors in the service area and access to high population centers and trip generators in urbanized areas. GTrans primarily provides fixed-route service to people who reside within one-half to one-quarter mile of the stops along the routes. Due to the large and varied number of municipal transit operators, including Torrance Transit, Beach Cities Transit and LA Metro – who provide services at or near many GTrans bus stops –

patrons have many options to access public transportation services in addition to GTrans. The many operators in the region also coordinate regularly to reduce unnecessary duplication of routes and promote a more even distribution of transit services.

GTrans' general standard is to have stops spaced approximately one-quarter mile apart, although stops may be located more closely depending on land use. Stops may be located further apart if safety conditions do not allow a safe stop to be placed within one-quarter mile of the previous stop. Where site conditions allow, GTrans aims to have far-side stops, which reduce conflict with right-turning vehicles, eliminate sight-distance deficiencies at intersection approaches, and encourage pedestrians to cross behind the bus. Please see Appendix F for GTrans' Bus Stop Policy.

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## Service Policies

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In accordance with FTA Title VI Guidelines, recipients of federal assistance must develop policies for the equitable distribution of transit amenities and buses. GTrans has adopted quantitative system-wide service policies for its fixed-route services which, as summarized below, were developed and implemented to help GTrans better achieve equity for all its transit customers in service design and operations decisions.

### Distribution of Transit Amenities

Transit amenities refer to items of comfort, convenience and safety that are available to the general riding public. Amenities may include but are not limited to bus stop benches, shelters, lighting, trash receptacles and bike racks. Transit amenities are sited in accordance with GTrans' Bus Stop Policy (See Appendix F).

Within GTrans' service area, bus stop amenities may be provided by GTrans or by one or more of a number of other sources including local governments, private developers, citizen groups, other transit agencies and commercial advertisers. In general, GTrans has jurisdiction over the location and type of amenities placed within the City of Gardena. Specific equipment and placement at existing bus stops in Gardena is done by GTrans in accordance with all applicable municipal regulatory and permitting processes.

Outside of the City, each municipality is responsible for determining the type of amenities at each existing bus stop. GTrans may recommend or provide information on its standard equipment used within the City of Gardena; however, each city is responsible for selecting and installing amenities at bus stops within its jurisdiction. GTrans will regularly evaluate the conditions and needs of bus stops in its service area and will meet with other cities to provide recommendations for changes to bus stops. With regard to amenities and their placement, GTrans will also consider the input and recommendations from its bus operators and employees, as well as customers, community, and business stakeholders.

The table below outlines GTrans' method of determining what amenities are placed, by GTrans, at bus stops for which it has the ability to decide, and when capital funding resources become available. Currently, GTrans does not have shelters installed at any of the stops within the City of Gardena, however GTrans is currently seeking funding for this future project.

Transit Amenities		
Average Weekday Boardings	Category	Amenities Provided
>100	Tier 1	May include seating, lighting, trash receptacles and bus stop signage. These stops will be considered for bus shelters if policy allows.
15-99	Tier 2	May include seating, lighting and bus stop signage
<15	Tier 3	May include bus stop signage

### Vehicle Assignment

Vehicle assignment refers to the process by which transit vehicles are placed into service on routes throughout the transit system to ensure that all communities receive the same benefits derived from the transit vehicles. GTrans' entire fleet of transit buses is 100 percent ADA compliant, with wheelchair securement devices, ramps and kneeling capabilities. Also standard are air conditioning, bike racks and voice annunciators. GTrans' fleet of 40-foot buses come equipped with innovative design functions and state-of-the-art propulsion technology.

Vehicle age is also considered a benefit, as it is generally considered a proxy for the condition of the vehicle. Barring restrictions of certain vehicles fleets, (i.e. inability for certain buses to travel on the freeway, or zero-emission battery buses not able to travel on longer routes), vehicles are distributed across the routes equitably by age.

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### Fare and Service Equity Analyses

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Since the submittal of its last Title VI Program, GTrans has undergone two changes to its system that have required a service or fare service equity analysis under Title VI. For these analyses, please see Appendix G - 1 and 2.

1. Adoption of a Regional Interagency Transfer Policy  
The City Council of the City of Gardena received and filed information on the regional Policy of Use of the Interagency Transfers (IAT) adopted by the Los Angeles County Metropolitan Transportation Authority (Metro) Board of Director and approved the Fare Equity Analysis completed by Metro staff on behalf of GTrans and the regional transit operators participating in the Interagency Transfer regional fare program in accordance with Title VI of the Civil Rights Act of 1964.
2. Addition of Senior/Disabled Transfer Fare  
As a result of the change to the regional Policy of Use of the Interagency Transfers (IAT) referenced above, GTrans added a fare product to ensure its senior and disabled customers could benefit from the new transfer policy.

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## Appendix A

### Title VI Complaint Form and Procedures for Reviewing Complaints

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**Title VI Complaint Form**  
**City of Gardena's GTrans**

GTrans is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by the Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 days from the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact the GTrans Customer Service by calling (310) 965-8888.

<b>Section I:</b>		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Email Address:		
<b>Section II:</b>		
Are you filing this complaint on your own behalf?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
*If you answered "Yes" to this question, go to Section III		
If not, please supply the name and relationship for whom you are complaining:		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Section III:</b>		
I believe the discrimination I experienced was based on (check all that apply): <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National		
Origin Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

<b>Section IV:</b>		
Have you previously filed a Title VI complaint with this agency?	Yes	No
<b>Section V:</b>		
Have you filed this complaint with any other Federal, State, or Local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check all that apply: <input type="checkbox"/> Federal Agency: _____ <input type="checkbox"/> Federal Court: _____ <input type="checkbox"/> State Agency: _____ <input type="checkbox"/> State Court: _____ <input type="checkbox"/> Local Agency: _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name: _____		
Title: _____		
Agency: _____		
Address: _____		
Telephone: _____		
<b>Section VI:</b>		
Name of Agency complaint is against: _____		
Contact Person: _____		
Title: _____		
Telephone Number: _____		

You may attach written materials or other information that you think is relevant to your complaint. Signature and date required below

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please submit this form in person at the address below, or mail this form to: Attn: Director of Transportation  
 City of Gardena Department of Transportation  
 13999 S. Western Avenue,  
 Gardena, CA 90249





## **Title VI Complaint Procedures for GTrans**

### **July 2019**

A person wishing to file a complaint alleging disparate treatment or the disparate provision of transit services on the basis of race, color, national origin, or income level by GTrans may file a complaint in the following manner:

Customers may file a signed, written Title VI Policy Complaint form within one hundred and eighty (180) days of the alleged discrimination date. The complaint should include the following information:

1. Contact information (name, address, phone number)
2. How, when, where and why discrimination occurred

Complaint should include the location, names and contact information of any witnesses.

Forms should be submitted in person at the address below, or mailed to:

Attn: Director of Transportation  
City of Gardena  
Department of Transportation  
13999 S. Western Avenue  
Gardena, CA 90249

Persons may file a signed, written complaint within one hundred and eighty (180) days of the alleged discrimination date. All written complaints will be referred to the Department of Transportation, GTrans, for evaluation and response. Each complainant will receive an individual written response from the department. Department staff will meet with any complainant at their request. GTrans has 90 days to investigate the complaint. If more information is needed to resolve the case, GTrans may contact the complainant. The complainant has 15 business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within 60 business days, GTrans can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case. A detailed record of all Title VI complaints and the City's response will be kept on file for a minimum of five years.

It is the policy of the City's Department of Transportation to do everything within its power to thoroughly investigate and to reasonably accommodate Title VI complaints. Complaints that cannot be resolved to the complainant's satisfaction will be referred to the City Attorney's office for final resolution.



TASHA CERDA, Mayor / RODNEY G. TANAKA, Mayor Pro Tem  
MARK E. HENDERSON, Councilmember / ART KASKANIAN, Councilmember / DAN MEDINA, Councilmember  
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

In addition to the Title VI complaint process at GTrans, a complainant may file a Title VI complaint with the following:

U.S. Department of Transportation  
Federal Transit Administration  
Office of Civil Rights, Region IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105

Complainants may also file a Title VI complaint with an external entity like the FTA, courts, or other agencies (at the state or federal level). However, should a complaint be filed with GTrans and an external entity simultaneously, the external complaint will supersede the GTrans complaint. At that point, the GTrans complaint procedures will be suspended pending the external entity's findings.



## **Title VI Complaint Procedures for GTrans (Internal) July 2019**

**GTrans staff will adhere to the following internal procedures when investigating and resolving Title VI complaints:**

1. GTrans staff will accept either the formal Title VI Complaint form or if a customer calls in to complain about discrimination, staff will fill out the standard complaint form on his/her behalf and identify it as a potential Title VI complaint. For either method or receipt, staff will proceed in accordance with the process below.
2. Once a Title VI complaint is received, GTrans staff will contact the complainant to obtain additional details and information that will assist with the investigation. Department staff will meet with any complainant at their request.
3. Staff will attempt to obtain additional internal documentation, which may assist in the investigation, including on-board video camera footage, statements from GTrans personnel, etc.
4. GTrans has 90 days to investigate the complaint. If more information is needed to resolve the case, GTrans may contact the complainant via phone or letter. The complainant has 15 business days from the date of the call or letter to send requested information to the personnel assigned to investigate the complaint. If the investigators are not contacted by the complainant or GTrans does not receive the additional information within 60 business days, GTrans can administratively close the case. A case can be administratively closed if the complainant no longer wishes to pursue their case.
5. After the complaint is reviewed and a determination is made, GTrans will send a closure letter or a letter of finding (LOF) to the complainant. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident and explains how the situation will be addressed. If the complainant wishes to appeal the decision, he/she has 90 business days after the date of the LOF to do so.
6. A detailed record of all Title VI complaints and the City's response will be kept on file for a minimum of five years.



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MARK E. HENDERSON, Councilmember / ART KASKANIAN, Councilmember / DAN MEDINA, Councilmember  
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## Appendix B

### Title VI Investigations, Complaints, and Lawsuits

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**List of Transit-Related Title VI Investigations, Lawsuits and  
Complaints  
Since Last Program Submittal in 2016**

Type	Date	Summary	Status	Action(s) Taken
Investigations				
	N/A	N/A	N/A	N/A
Lawsuits				
	N/A	N/A	N/A	N/A
Complaints				
1	10/30/2017	Complainant alleged an error in scheduling a pickup for Special Transit Services (non-ADA mandated complimentary paratransit) was based on race discrimination.	Investigation found complaint to be not valid for Title VI	Sent Closeout Letter
2	1/16/2018	Complainant (a driver of another car) alleged GTrans operator deliberately cut them off in oncoming traffic. No mention of racial discrimination.	Investigation found complaint to be not valid for Title VI	Sent Closeout Letter
3	6/25/2018	Complainant alleged racial discrimination when Operator refused to stop the bus to allow him to board when it had already pulled away from the stop.	Investigation found complaint to be not valid for Title VI	Several attempts to contact complainant at number provided but no response or return call
4	11/28/2018	Complainant felt she was racially discriminated against when the bus operator did not intervene in an altercation that took place outside of the bus at the stop.	Investigation found complaint to be not valid for Title VI	Sent Closeout Letter

5	3/4/2019	Complainant felt she was racially discriminated against when the bus operator did not lower the ramp.	Investigation found complaint to be not valid for Title VI	Sent Closeout Letter
6	3/21/2019	Complainant felt she was racially discriminated against when she was asked to pay the fare after refusing to pay.	Investigation found complaint to be not valid for Title VI	Sent Closeout Letter
7	3/29/2019	Complainant felt she was racially discriminated against when she not allowed to bring her filled cup on the bus.	Investigation found complaint to be not valid for Title VI	Several attempts to contact complainant at phone number provided but number not in service. No address provided.
8	3/29/2019	Complainant felt she was racially discriminated against during a fare dispute.	Investigation found complaint to be not valid for Title VI	Sent Closeout Letter
7	6/17/2019	Complainant felt the operator was making discriminating/racist comments against her	Investigation found complaint to be not valid for Title VI	Sent Closeout Letter
8	7/30/2019	Complainant felt the operator was making discriminating/racist comments against her	Investigation found complaint to be not valid for Title VI	Sent Closeout Letter

9/12/2019





## Appendix C

### Major Service Change Policy and Public Participation Process for Fare and Service Changes

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## GTTrans Major Service Change Policy

The purpose of this policy is to establish a threshold that defines a "major" service change for service provided by GTTrans, including its fixed route and Special Transit modes.

The following types of service changes shall be considered "major" service changes:

- a) The addition of a new route;
- b) The elimination of a route;
- c) A reduction of 25 percent or more in total vehicle revenue miles in service on any specific route;
- d) An increase of 25 percent or more in total vehicle revenue miles in service on any specific route;
- e) A change in the daily span of service or frequency affecting 25 percent or more of route's vehicle hours;

The following types of modifications are not classified as "major" service changes:

- a) Temporary route detours caused by road construction, maintenance, closures, emergencies, labor strikes, fuels shortages or safety concerns;
- b) Route number designation changes;
- c) Seasonal service changes;
- d) The introduction or discontinuation of short or limited-term service (e.g., pilot, promotional, demonstration, seasonal or emergency service, or service provided as mitigation or diversions for construction or other similar activities), as long as the service will be/has been operated for no more than 12 months;
- e) Any service change that does not meet the conditions of a major service changes as defined above.

Service change proposals that do not meet the criteria for "major" service changes are still subject to an appropriate level of public review and comment.

The City of Gardena's GTTrans shall consider the degree of adverse effects and analyze those effects when planning major service changes.

June 2019



TASHA CERDA, Mayor / RODNEY G. TANAKA, Mayor Pro Tem  
MARK E. HENDERSON, Councilmember / ART KASKANIAN, Councilmember / DAN MEDINA, Councilmember  
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## **GTrans Public Participation Process for Fare and Service Changes**

### Background

The City of Gardena's GTrans continually monitors and considers the impact of various service decisions as they relate to the community and customers using the service.

As required by FTA Circular 9030.1E, Chapter VI Program Management and Administrative Requirements, the City of Gardena's GTrans must establish a process to solicit and consider public comment prior to raising fares or implementing a major reduction of transit services. The policy should provide an opportunity for a public hearing or public meeting for any fare increase or major service reduction and should describe how the recipient will conduct such meetings and how the recipient will consider the result of such meetings in the process of changing fares and service.

### Participation Principles

It is the goal of GTrans to provide customers and community members the opportunity to participate in the transportation planning process and to provide input on service and fare proposals. Further, GTrans strives to thoughtfully consider the issues and concerns of the public when determining the prospect of major service reductions or fare increases, so as to not disproportionately burden any population with adverse impacts.

As such, changes to GTrans service resulting in major service reductions or fare increases may be the subject of a public meeting or a public hearing. Public input shall be solicited while such proposals are under consideration. Customers and the public shall also be notified prior to the implementation of any major changes in service.

Furthermore, GTrans will:

- Determine what non-English languages and other barriers may exist to public participation within the service area
- Provide a general notification of meetings, particularly forums for public input, in a manner that is understandable to all populations in the area
- Hold public meetings in locations that are accessible to transit riders and people with disabilities, and will be scheduled at times that are convenient for members of the public
- Broadly advertise public meetings and hearings in the community in non-English languages identified in the updated LEP Plan through a variety of methods describing the proposed changes as well as at major transit stops, local print media, and local community centers
- Provide notification regarding the availability of language assistance at public meeting as described in the LEP Plan



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## **Public Participation**

### **Procedural Actions**

To enhance public participation, legal notification of a public hearing and public comment will occur no fewer than 14 days prior to the hearing or meeting. This notice will set a specific place, date and time for one or more public hearings and will identify the dates during which public comment will be accepted. The public comment period will be no fewer than 10 days.

The following procedures, strategies, techniques and media may be utilized to engage and notify the public in advance of a public hearing and prior to the City of Gardena's approval.

- Place printed material, such as interior car cards, flyers, customer bulletins, on board buses and at transit hub(s) and at public, City of Gardena facilities
- Provide information on City of Gardena and/or GTrans websites
- Post information using social media outlets such as Facebook, Instagram or Twitter
- Conduct presentations and/or issue correspondence to professional, governmental, non-profit and student stakeholder organizations
- Conduct GTrans system user and non-user surveys

### **Scheduling and Conducting Public Hearings**

Hearings will be conducted by the City of Gardena (City Council or City Staff) at a place and time to be selected. The facility utilized for the public hearings will be accessible to persons with disabilities.

Forms will be made available to register interested person's presence and desire to speak. Public hearings will begin with a reading of the public notice, purpose and proposed action that necessitate the public hearing. After a presentation of the proposed action is completed, the public will be invited to offer their comments. The Hearing Officer will instruct the public as to the amount of time each speaker has for public comment. After all register persons have commented the Hearing Officer will close the public hearing

### **Addressing Public Comments Received**

All relevant comments received verbally or in writing at a public hearing or as otherwise conveyed to GTrans prior to the established deadline will be entered into the public record of the comment process. Subsequent to the comment period, staff will evaluate and analyze all relevant comments received and prepare a written report for consideration by the City of Gardena's City Council.



## Appendix D

# GTrans' Language Assistance Plan and Four-Factor Analysis

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**CITY OF  
GARDENA**



LANGUAGE ASSISTANCE PLAN 2019  
Analysis of Persons with Limited English Proficiency  
(LEP) and Language Assistance Plan

## Table of Contents

Introduction.....	1
GTrans Background.....	1
Four Factor Analysis.....	2
Factor 1 .....	2
Factor 2 .....	10
Factor 3 .....	11
Factor 4 .....	11
Language Assistance Plan .....	13

## **1. Introduction**

This Limited English Proficiency Plan (LEP) has been prepared to address GTrans' responsibilities as recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

This plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964 which states: "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjugated to discrimination under any program or activity receiving Federal financial assistance". GTrans is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color, or national origin.

## **2. GTrans Background**

The City of Gardena's GTrans began operation of transit services in 1940 in response to a stoppage of railroad services between the areas of the South Bay and Downtown Los Angeles. In 2015, Gardena Municipal Bus Lines rebranded and officially changed its name to GTrans and unveiled a new modern bus design and logo.

GTrans is a City department that operates as an enterprise fund and is self-supported. It is not operated with any of the City's General Funds.

GTrans serves several local communities that include: The City of Gardena, Torrance, Lomita, West Carson, Compton, Hawthorne, and certain parts of downtown Los Angeles. The City of Gardena is six square miles and is situated in the South Bay area of metropolitan Los Angeles between Athens to the north, City of Torrance to the south, Harbor Gateway to the east, and the City of Hawthorne to the west. GTrans' total service encompasses 40 square miles with a population of approximately 693,374 people according to the U.S. Census Bureau, American Fact finder data downloads.

### **Services Provided**

#### **Local Fixed Route Service**

GTrans provides transportation to area residents with fixed bus routes that serve many local communities and provide access to Metro Rail and Downtown Los Angeles. The Department's total fleet is comprised of six electric powered buses and 54 buses distributed across five bus routes. All buses use low-floor, curb level technology, and are fully ADA accessible. Current fixed route buses can accommodate up to two bikes, and with the arrival of its new Compressed Natural Gas buses in 2020, some buses will accommodate up to three bikes.

#### **Special Transit**

GTrans operates Special Transit, a demand response service for senior citizens and disabled residents of Gardena, Hawthorne, and the unincorporated areas of El Camino Village, and Del Aire in Los Angeles County. The fleet is comprised of eight vehicles which are fully ADA accessible. The service operates Monday to Friday 7:00 a.m. -5:00 p.m., Saturdays from 8:00 a.m. – 5:00 p.m., Sunday and Holiday service 8:00 a.m. – 2:30 p.m.

Interested residents can apply for the special transit card at the Gardena Senior Citizens Bureau or Hawthorne Memorial Center.

Regular fare for a one-way trip is \$0.75. Legally blind passengers ride free, riders from the Gardena Senior Citizens Bureau may purchase S.S.I. tickets for \$0.50 cents, the City of Hawthorne sells dial-a-ride tokens to its residents for \$0.75 cents one-way. An aide assisting a passenger with disabilities rides free of charge; however, the person requiring the aide must have the ID card that specifies the need for the aide service.

### 3. Four Factor Analysis

#### Factor 1: The Number and Proportion of LEP Individuals Served or Encounters in the Eligible Service Population

##### What the Guidance Says:

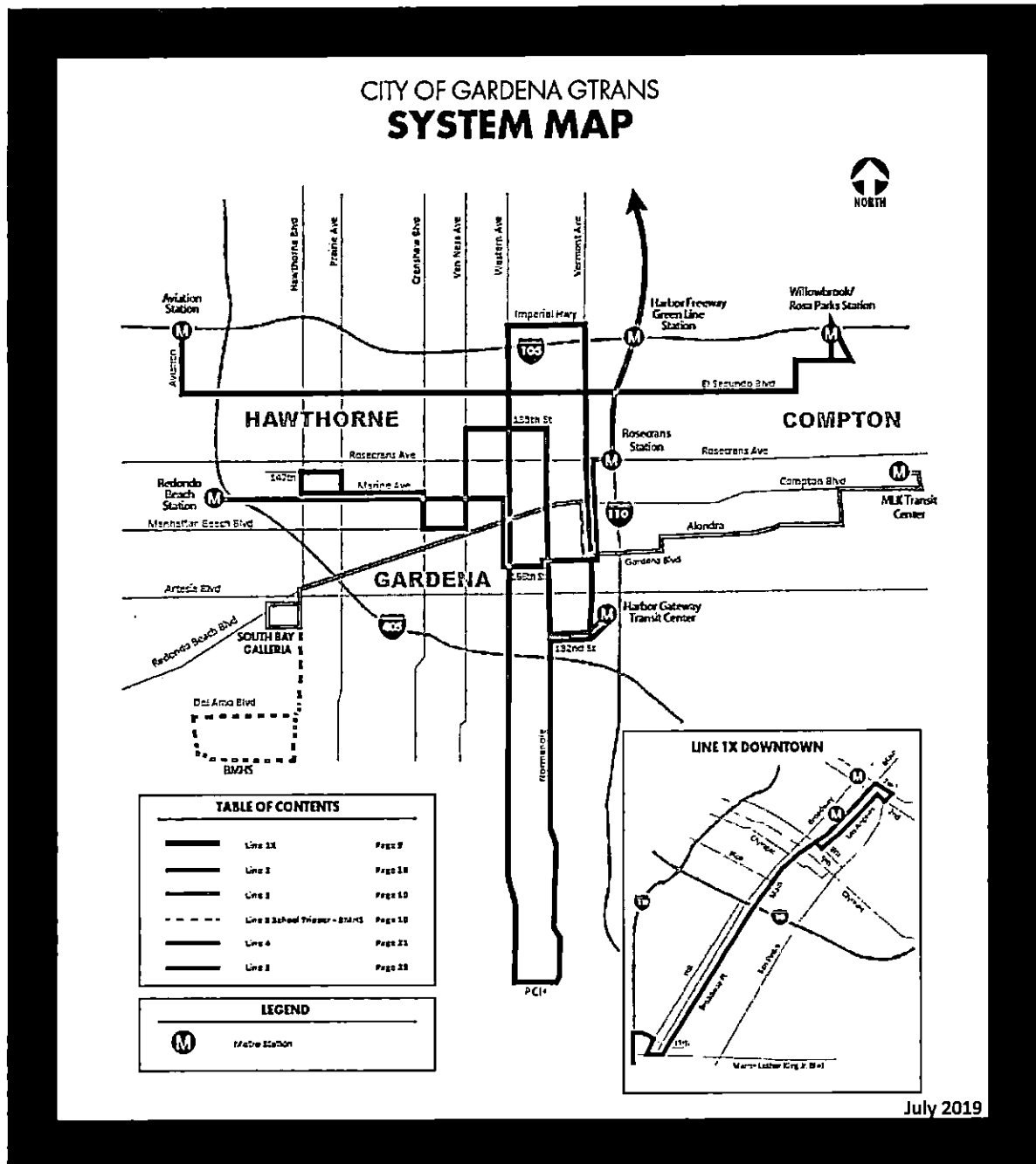
***“The greater the number or proportion of LEP individuals from a particular language group served or encountered in the eligible service population, the more likely language services are needed”***

Being a part of the diverse communities served by GTrans, the agency has regularly encountered LEP individuals throughout its day-to-day operations. Accordingly, GTrans, works to ensure that all individuals have access to this vital information which allows them to use the transit system. To follow are some examples of the typical interaction GTrans has with LEP individuals:

- Customer Service Call Center
- Customer Service Front Desk at GTrans
- Community meetings
- Special Transit dispatch
- Bus operators
- Public hearings
- Schedules, brochures and other printed materials
- Customer and Community surveys
- Public outreach team and events
- GTrans website
- GTrans social media, including Facebook, Instagram, and Twitter

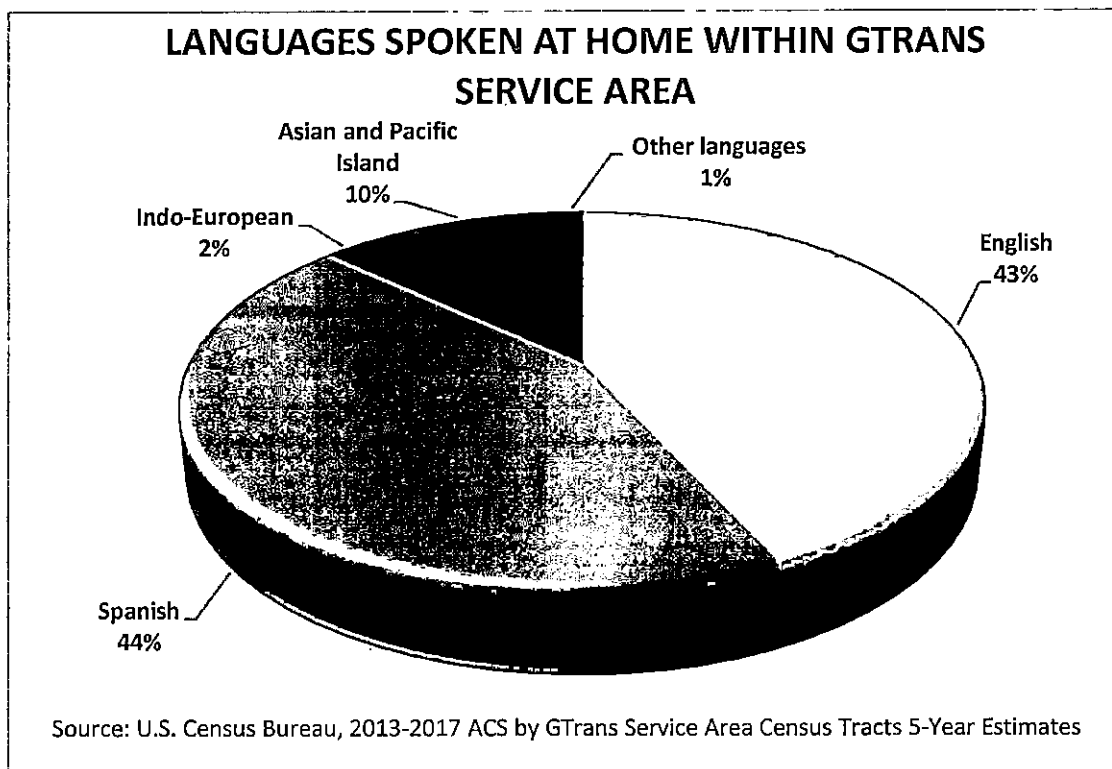
The U.S. Census Bureau compiles data through its American Community Survey (ACS), which is an ongoing statistical survey that samples a small percent of the population every year giving communities the information they need to plan investments and services. In addition to tracking race, family and relationships, income and benefits, health insurance, education, veteran status and disabilities, it also provides numbers for areas across the United States of English proficiency. The categories provided describe levels of English proficiency as speaking English “Well,” or “Less than very well.” This data can be accessed for each of the census tracts contained within areas surrounding the GTrans service area. This data is the basis for much of the analysis that follows.

Figure 1: Gardena Transit Route Map



The ACS Showed that of the many languages spoken in the homes of those living within GTrans service area, 43 percent of the population speaks only English at home. The remaining 57 percent of the population speaks a language other than English at home: 44 percent Spanish, 10 percent Asian and Pacific Island, two percent Indo-European, and one percent other languages. Figure 2 shows the breakdown of languages spoken at home within the GTrans service area, covering 166 census tracts.

**Figure 2**



As indicated in Figure 2 above, nearly half of the respondents in GTrans' service area speaks English at home (43 percent). However, there are a significant number (44 percent) of respondents who speak Spanish at home. Of the LEP population, Spanish is the most predominate language spoken by far. Second to Spanish is Asian and Pacific Island languages at 10 percent, and then Indo-European languages at 2 percent. All other languages spoken at home by respondents in GTrans' service area make up approximately one percent of the total LEP languages spoken at home.

The LEP population is determined by specific categories used by respondents in the ACS. Using LEP classifications of "Very well" and "Less than very well" the number of LEP individuals can be determined. As depicted below in Figure 3 on the following page, 73 percent of the population is classified as speaking English only and speaking English "Very well." The remaining 26 percent report speaking English "Less than very well." This is considered the LEP population of GTrans' service area. Approximately 77 percent of the total LEP population communicates in Spanish, which is by far the main non-English language spoken in the GTrans service area.

Figure 3

GTrans Service Area LEP Characteristics for populations 1000+		% of total	Language % of LEP
Total Population:	679,139		
Speak English only:	294,902	43.423%	
Speak Spanish or Spanish Creole	297,243		
Speak English "very well"	160,385		
Speak English less than "very well"	137,784	20.288%	77.322%
Speak Korean	15,365		
Speak English "very well"	5,739		
Speak English less than "very well"	9,626	2.505%	5.402%
Speak Chinese	11,896		
Speak English "very well"	4,656		
Speak English less than "very well"	7,240	1.884%	4.063%
Speak Japanese	9,703		
Speak English "very well"	4,016		
Speak English less than "very well"	5,687	1.48%	3.191%
Speak Tagalog	16,223		
Speak English "very well"	10,663		
Speak English less than "very well"	5,560	1.447%	3.120%
Speak Vietnamese	7,602		
Speak English "very well"	2,802		
Speak English less than "very well"	4,800	1.249%	2.694%
Arabic	2,665		
Speak English "very well"	1,513		
Speak English less than "very well"	1,152	0.3%	0.646%
Speaks English Only or Speaks English "Very well"	500,726	73.73%	
Speaks other Languages and English less than "Very well"	178,194	26.24%	
**Other Languages less than 1000 individuals include: French, French Creole, Italian, Portuguese, German, Yiddish, Other West Germanic, Scandinavian Languages, Greek, Russian, Polish, Serbo-Croatian, Other Slavic languages, Armenian, Persian, Gujarati, Hindi, Urdu, Other Indic languages, Other Indo-European languages, Mon-Khmer, Cambodian, Hmong, Thai, Laotian, Other Asian languages, Other Pacific Island, Navajo, Other Native North American languages, Hungarian, Hebrew, African languages and other unspecified languages.			
Data Source: B16001 Language spoken at home by ability to speak English for the population 5 years and over. Universe: Population 5 years and over 2015 American Community Survey 5-year Estimates			

## Safe Harbor

By further exploring the ACS data, GTrans has determined that there are seven LEP language groups which are required to be analyzed. The U.S. Department of Transportation (USDOT) has adopted the U.S. Department of Justice (USDOJ) Safe Harbor Provision, which outlines circumstances that can provide a "Safe Harbor" for recipients regarding translation of written materials for LEP populations. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the total populations of people eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written language obligations.

The GTrans language groups that fall under the Safe Harbor provision are depicted in Figure 3 on the previous page. From the data, Spanish was the largest LEP language group for the GTrans service area with approximately 77 percent of LEP population. Language groups which exceed 1,000 persons speaking English "Less than very well" are: Korean with approximately 9,626 members of the LEP population, Chinese with LEP population approximately 7,240, Japanese with an approximate LEP 5,687 population of Tagalog with an estimated LEP population of 5,560, Vietnamese with an estimated LEP population of 4,800, and Arabic with an estimated population of 1,152.

In terms of concentration, GTrans has determined that Spanish-speaking LEP populations are concentrated in Downtown Los Angeles and the GTrans service areas that occupy areas of Lynwood and Compton. Korean-speaking LEP concentrations are mostly in the section of the GTrans service area that occupies Downtown Los Angeles in the vicinity of GTrans' single Line 1X bus stop. Chinese-speaking LEP population concentration also resides in Downtown Los Angeles near the Line 1X bus stop as well. Japanese-speaking LEP populations have one concentration which resides in the area around Redondo Beach Blvd. and extends south until the 405 freeway. Tagalog-speaking LEP populations are concentrated primarily in the GTrans service area which occupies Carson. The concentration of Vietnamese-speaking LEP population is in the El Camino Village area. Arabic-speaking concentrations of LEP populations are primarily three census tracts: one in El Segundo, one in Lawndale and one in the southern part of the Harbor Gateway region of Los Angeles.

Although Korean, Chinese, Japanese, Tagalog, Vietnamese, and Arabic LEP population are above the 1000-person threshold as defined by the DOJ Safe Harbor Provision, they all represent together only approximately 22 percent of the LEP population within GTrans Service area. The GTrans website [www.ridegtrans.com](http://www.ridegtrans.com) has a feature provided by Google which translates the website into over 100 different languages including all of the languages which fall under the Safe Harbor Provision. Written translations for the printed material will be focused on the Spanish LEP language group, which make up approximately 77 percent of the LEP population within GTrans service area. For more on GTrans efforts for Safe Harbor languages and its vital documents, please see Factor 4 below.

The Federal guidance also suggests incorporating data that can be obtained through the State Department of Education, which has enrollment data on LEP populations, and the types of languages spoken in the areas throughout which GTrans provides service.

GTrans service area encompasses of eight school Districts. For the purpose of this report, not all the schools that represent Los Angeles Unified School were included in the calculation of LEP populations. Rather, just the schools located in census tracts within GTrans' service area is included, representing a total of 8,684 English learner students grades K-12. Centinela Valley Union High School District includes high schools located in Lawndale, Hawthorne, Lennox, Del Aire, and El Camino Village and has a total of



1,267 English learner students grades 9-12. Compton Unified School District serves the city of Compton along portions of Paramount and Carson with a total of 6,744 English learner students grades K-12. El Segundo Unified School District serves the residents of El Segundo, CA and has a total of 114 English learner students grades K-12. Hawthorne Unified School District provides K-12 schools in Hawthorne, CA. Lawndale Elementary School District which serves Lawndale, parts of Hawthorne and the El Camino Village has a total of 1,942 English learner students grades K-12. Redondo Beach Unified School District which serves the areas of both Redondo Beach and Hermosa Beach has a total of 422 English learner students. Torrance Unified School District serves the city of Torrance and has a total of 3,584 English learner students grades K-12.

Figure 4 details the percentage of English learners enrolled at specific GTrans' service area schools in each of the eight districts by language spoken, if greater than one percent of the total within the specific district. According to the State of California's Department of Education, English learners are those who do not speak, read, write, or understand English as a result of English not being their home language. The statistics related to LEP inevitable are in keeping with the census data, in that Spanish is by far the most common language spoken by LEP individuals.

**Figure 4**

<b>English Learner Students by Languages Greater than 1% of total by School District*</b>		
	<b>Number English Learner students</b>	<b>Percent of all English Learner Students in School District</b>
<b>Centinela Valley Union High School District 2018-2019</b>		
<b>Spanish</b>	<b>1167</b>	<b>92.11%</b>
<b>Vietnamese</b>	<b>19</b>	<b>1.50%</b>
<b>Arabic</b>	<b>15</b>	<b>1.18%</b>
<b>Compton Unified school District 2018-2019</b>		
<b>Spanish</b>	<b>6727</b>	<b>99.75%</b>
<b>El Segundo Unified School District 2018-2019</b>		
<b>Spanish</b>	<b>48</b>	<b>42.11%</b>
<b>Arabic</b>	<b>12</b>	<b>10.53%</b>
<b>Japanese</b>	<b>8</b>	<b>7.02%</b>
<b>Tamil</b>	<b>5</b>	<b>4.39%</b>
<b>French</b>	<b>4</b>	<b>3.51%</b>
<b>German</b>	<b>3</b>	<b>2.63%</b>
<b>Hindi</b>	<b>3</b>	<b>2.63%</b>
<b>Other non-English languages</b>	<b>3</b>	<b>2.63%</b>
<b>Portuguese</b>	<b>3</b>	<b>2.63%</b>
<b>Thai</b>	<b>3</b>	<b>2.63%</b>
<b>Urdu</b>	<b>2</b>	<b>1.75%</b>
<b>Telugu</b>	<b>2</b>	<b>1.75%</b>
<b>Russian</b>	<b>2</b>	<b>1.75%</b>
<b>Khmer (Cambodian)</b>	<b>2</b>	<b>1.75%</b>
<b>Korean</b>	<b>2</b>	<b>1.75%</b>

Gujarati	2	1.75%
<b>Hawthorne Unified school District 2018-2019</b>		
Spanish	2070	92.41%
Arabic	44	1.96%
<b>Lawndale Elementary School District</b>		
Spanish	1748	90.01%
Vietnamese	78	4.02%
Arabic	34	1.75%
<b>Los Angeles Unified School District (within GTrans service area Census Tracts) 2018-2019</b>		
Spanish	8178	94.17%
Cantonese	89	1.02%
<b>Redondo Beach Unified School District 2018-2019</b>		
Spanish	213	50.47%
Japanese	51	12.09%
Portuguese	18	4.27%
Mandarin (Putonghua)	17	4.03%
Russian	16	3.79%
Korean	12	2.84%
Arabic	12	2.84%
Vietnamese	11	2.61%
Farsi (Persian)	10	2.37%
French	9	2.13%
Urdu	9	2.13%
Turkish	6	1.42%
German	5	1.18%
Cantonese	5	1.18%
Filipino (Pilipino or Tagalog)	5	1.18%
<b>Torrance Unified School District 2018-2019</b>		
Spanish	1116	31.14%
Japanese	695	19.39%
Korean	425	11.86%
Arabic	202	5.64%
Urdu	134	3.74%
Vietnamese	132	3.68%
Mandarin (Putonghua)	127	3.54%
Filipino (Pilipino or Tagalog)	121	3.38%
Other non-English languages	117	3.26%
Telugu	94	2.62%
Portuguese	63	1.76%
Farsi (Persian)	40	1.12%

<b>Cantonese</b>	<b>39</b>	<b>1.09%</b>
<b>Hindi</b>	<b>39</b>	<b>1.09%</b>

Data Source: English Learner Students by Language, California Department of Education. 2018-2019.

\* Information provided in Figure 4 includes only those schools located in census tracts within GTrans' service area and therefore does not represent district-wide figures.

The Federal Transit Administration recommends that each agency conduct community outreach to organizations that work with LEP populations. These may provide the agency with information that is not included in the Census, such as information on the specific languages spoken by the LEP populations, population trends, cultural backgrounds of LEP persons, information on what services are most frequently sought by the LEP population, and what will resonate equally among all nationalities and subcultures within the GTrans service area.

GTrans regularly works with community organizations and local groups to provide information on transit services. The following events have provided a critical opportunity to interact with LEP individuals who visit the information booth set up for GTrans and provide feedback:

- **Luzinger High School TAP Drive:** Distribute student TAP cards to high school students.
- **Hawthorne Senior Center Open House:** Inform Seniors about how to ride the bus and discuss safety concerns when taking public transit
- **Gourmet Chef Fest:** Set up booth and give away transit information and TAP cards to attendees
- **Los Angeles South West College (LSWC) Graduation / TAP card distribution:** Distribute transit information and TAP cards before and during LASC's graduation
- **Nakaoka Center Senior Day:** Inform Seniors about how to ride the bus and discuss safety concerns when taking public transit.
- **Los Angeles South West College (LSWC) High School Promise Program:** Distribute transit information and TAP cards to high school students from around the area to help them prepare for college
- **Annual Operation Backpack:** Give away school supplies to middle and high schoolers who need supplies, along with transit information and TAP cards
- **National Night Out Gardena Police Department:** Gardena's Police Department night out at Target, including GTrans bus, Marketing Team, giveaways and transit information and TAP cards
- **Compton College:** New Student Welcome Day TAP card give away and transit information booth
- **Henry Clay Learning Complex:** Back 2 School night event where staff provides transit information and TAP cards
- **Annual City of Gardena Jazz Fest:** City of Gardena Jazz music festival held at Rowley Park, where staff provides transit information and TAP cards
- **Peary Middle School Open House:** Join the open house to give out transit information and TAP cards

Based on the interactions between GTrans staff and the aforementioned community groups and events, the LEP language most encountered is Spanish. Recognizing that demographics and languages are shifting all the time, GTrans will continue to work with these and other community groups to continue to gain experience and knowledge about its LEP population.

## **Factor 2: The Frequency with Which LEP Individuals Come into Contact with Your Programs, Activities, and Services**

### **What the Guidance Says:**

***"Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with the LEP individuals from different language groups seeking assistance, as the more frequent the contact, the more likely enhanced language services will be needed"***

GTrans recently reviewed the frequency with which staff and drivers have, or could have, contact with LEP persons. In addition to reviewing phone calls received to Customer Service and inquiries via our website, GTrans conducted a recent survey of bus operators and frontline staff. Of those surveyed, 32 percent indicated they interacted with 10 or more individuals with limited English proficiency.

Approximately 94 percent of the respondents indicated that the primary LEP language encountered was Spanish. Roughly, 88 percent of the respondents indicated that they most frequently encounter LEP customers along Line 2, which is GTrans' highest ridership line. There have only been a few requests made to the operators and front-line staff for language translation of public information, with 64 percent indicating that passengers have not requested translated materials.

Here are additional relevant activities and services provided by GTrans during which LEP contact is made:

- Fixed Route transit services on 5 routes
- In person at GTrans Customer Service Desk
- Customer Service call center which provides representatives who speak English and Spanish
- City of Gardena Phone Tree providing names, phone numbers and languages of certified employees in the City that can assist with translation or interpretation
- Special Transit paratransit service within the City of Gardena, Hawthorne and portions of LA County
- GTrans outreach events and information booths
- Bus Operators and their Supervisory Team interact with LEP persons daily in the field
- GTrans Website with Google Translate feature which translates the website into over 100 different languages
- Schedules and brochures provided in English and Spanish
- GTrans social media accounts include Facebook, Instagram, and Twitter

In an effort to explore the needs of LEP communities within the GTrans service area, staff held informal meetings with the Gardena Valley Japanese Cultural Institute, the Japanese Gardens Korean Senior Housing complex and Los Angeles Southwest College English as a Second Language/Citizenship

Program. The purpose of this dialogue was to further understand the extent of the LEP population in GTrans' services area, as well as the needs of the community. The discussions resulted in confirmation of a small prevalence of Japanese and Korean languages, primarily with the senior population.

### **Factor 3: The importance to LEP Persons of Your Program, Activities, and Services**

#### **What the Guidance Says:**

***"The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed"***

Through input from community organization and through its recent Line by Line by Line Analysis, GTrans has determined its most crucial services to be its fixed route and paratransit services, which together account for over three million annual boardings. Related to this service, GTrans provides vital documents, without which a person would be unable to access services. GTrans' vital documents are as follows:

#### **Vital Documents**

GTrans Route and Schedule Guide

Special Transit Information

Title VI Notice, Title VI Plan and Complaint Procedures

Language Assistance Plan

Public Notices to Change in Service

### **Factor 4: The Resources Available to the Recipient and Cost**

#### **What the Guidance Says:**

***"A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons"***

As a small transit operator, GTrans has limited resources, but manages to stretch this limited budget through cost effective and efficient measures that benefit not only GTrans' LEP customers but all customers. Currently, GTrans practices several measures in support of assisting LEP population. These efforts include:

- The Customer Service Call Center at the GTrans Administrative Offices is staffed with two bilingual employees who speak both English and Spanish. Furthermore, there are additional employees in the Transportation Department and throughout the City of Gardena who are on the Bilingual List of Translators and eligible for Bilingual Bonus Pay. Eligible employees receive \$31 per pay period. Currently GTrans 15 employees receive this compensation for a FY2020 budgeted cost of \$9,000.
- GTrans' Route and Schedule Guide is printed in both English and Spanish, providing maps and timetables in addition to offering customer important information about how to ride the bus, critical information on fares and passes, information on Special Transit, etc. There is only minimal incremental cost for this guide to include Spanish translation, as in-house staff provides the translation copy. The cost to print the guides in total is roughly \$7,000.

- GTrans' website uses Google Translate feature to support over 100 languages for immediate translation. This feature is free for GTrans to use on its website
- GTrans' non-bilingual bus operators ask other customers on-board for translation assistance then they are either unable to understand or communicate with an LEP person or are not near to GTrans' staffed customer service center. If still unable to provide assistance, GTrans operators are instructed to contact Dispatch for assistance. This is at no additional cost.
- Brochures and other materials for the bus are printed in both English and Spanish. This amounts to approximately \$2,000 per year.
- Public outreach team and events are held throughout the year to provide the public which includes the LEP population with information and giveaways. These outreach events are already in the budget for outreach; however, staff ensures there are Spanish-speaking employees available to assist with GTrans' Spanish-speaking customers. This additional cost is approximately \$2000 per year.

GTrans will continue to translate its vital document such as the Route and Schedule Guide GTrans Route and Schedule Guide, Special Transit information, Title VI Notice, Title VI Plan and Complaint Procedures, Language Assistance Plan and Public Notices to Change in Service through Google Translate on the GTrans website. GTrans will also continue to use its in-house multilingual staff, citywide Bilingual List of Translators and Google Translate to translate for eligible LEP language groups. Finally, GTrans will investigate the feasibility of a third-party language service provider to assist our bus operators and our other front-line staff in being able to better communicate with LEP individuals in our service area.

#### **Conclusion:**

GTrans has developed several methods to guarantee that those who rely on public transit and are limited English speakers are able to receive critical information. The availability of the resources outlined in the four-factor analysis has greatly helped in providing critical information to GTrans' LEP population. As shown in the review of U.S. Census information, GTrans can provide services to most of its service area without any additional effort. GTrans will continue to make efforts in order to ensure that LEP individuals do not feel unable to utilize the services provided by the City.

## Language Assistance Plan

### Introduction

U.S. Department of Transportation (DOT) Limited English plan (LEP) guidance recommends that GTrans, as a recipient of federal funds, develop an implication plan to address the needs of the LEP population it serves. GTrans has developed this limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with Limited English Proficiency (LEP) who wish to access services provided. This plan outlines how to identify a person who may need language assistance, the language assistance measures, training staff, providing notice to LEP persons and monitoring and updating the LEP plan.

### Element 1: Identifying LEP individuals Who Need Language Assistance

#### What the Guidance Says:

*“There should be an assessment of the number or proportion of LEP individuals eligible to be serves or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis”*

As part of the four-factor analysis, GTrans’ used ACS data to determine the breakdown of LEP individuals located within its service area. This was done by using the analysis of over 166 Census tracts, and approximately 693,374 residents.

The data showed some very clear trends within GTrans’ service area. Approximately 57% of the residents in the service area speak a language other than English at home. Of the total service area population, 73.7% identified themselves as speaking English only or “Very well.” This figure includes the 43.4% of those who identify themselves as speaking only English, but also the populations which speak other languages and speak English “Very well”. GTrans also determined that 26.2% of GTrans service area population can be classified as LEP, and of that population 77.3% spoke Spanish.

Spanish is the clear and overwhelming LEP language to be addressed in the GTrans’ service area. In accordance with the USDOJ’s Safe Harbor Provision, Korean, Chinese, Japanese, Tagalog, and Arabic speaking LEP populations are emerging in GTrans’ service area. There is a portion of the LEP individuals from all language groups are concentrated within the GTrans service area located in Downtown Los Angeles and spread out throughout other parts of the GTrans service area.

As indicated in Factor 1, GTrans regularly encounters LEP individuals throughout its day-to-day operations. By far the most common language group encountered by GTrans, outside of English is Spanish.

### Element 2: Language Assistance Measures

#### What the Guidance Says:

*“An effective LEP Plan would likely include information about the ways in which language assistance will be provided”*

GTrans will strive to offer the following measures to LEP individuals, that is, persons who speak English “Less than very well.”

- GTrans’ Title VI Policy and GTrans staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.

- If a Client asks for language assistance and GTrans determines that the client is LEP person and that language assistance is necessary to provide meaningful access, reasonable efforts will be made to provide meaningful access, reasonable efforts will be made to provide free language assistance. If reasonably possible, GTrans will provide language assistance in the LEP client's preferred language. GTrans has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.
- GTrans will periodically assess client needs for language assistance based on requests for interpreters and/or translations, as well as the literacy skills of the clients.
- When an interpreter is needed, in person or on the telephone, staff will attempt to determine what language is required and then access language assistance at one or more of the available resources identified on the next page.

### Element 3: Training Staff

#### What the Guidance Says:

***"Staff members should know about their obligations to provide meaningful access to information and services for LEP persons, and all employees in public contact positions should be properly trained. An effective LEP plan would likely include training to ensure that:***

- ***Staff knows about LEP policies and procedures***
- ***Staff having contact with the public (or those in recipient's custody) is trained to work effectively with in person and telephone interpreters"***

The following training will be provided to GTrans staff

- Information on the Title VI Policy and LEP responsibilities
- Description of language assistance services offered to the public
- Documentation of Language assistance request
- How to handle potential Title VI/LEP complaints

### Element 4: Providing Notice to LEP Persons

#### What the Guidance Says:

***"Once an agency has decided, based in the four-factors, that it will provide language services, it is important that the recipient notify LEP persons of service es available free of charge. Recipients should provide this notice in languages LEP person would understand."***

GTrans currently provides most of its public printed material about service in both English and Spanish including the Route and Schedule Guide. Additionally, our customer service representatives speak Spanish and are available to help with all LEP individuals who speak Spanish. The website offers a feature from Google Translate which automatically can translate the website into over 100 different languages.

#### Translation of Documents

- In those cases where the need arises for LEP outreach, GTrans will consider the following options:
  - When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language for the known LEP population



- Bus schedules, maps, and other transit publications will be made available in an alternative language for the known LEP population through the GTrans website using the Google translate feature

#### **Formal Interpreters**

- When necessary to provide meaningful service to for LEP clients, GTrans will provide qualified interpreters, which may include any bilingual staff of the City of Gardena, if available. The City of Gardena has identified all City staff who speak languages other than English. At important stages that require one-on-one contact, written translations and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.
- GTrans may require a formal interpreter to certify to the following:
  - The interpreter understood the matter communicated and rendered a competent interpretation
  - The interpreter will maintain private information, Non-public data will not be disclosed without written authorization from the client
  - Bilingual City Employees, when available, can provide limited assistance to GTrans staff and LEP clients as part of their regular job duties

#### **Informal Interpreters**

- Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. GTrans staff will determine whether it is appropriate to rely on informal interpreters, depending on the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency, or conflict of interest.
- An LEP person, may use an informal interpreter of their own choosing and at their expense, ether in place of or as a supplement to the free language assistance offered by GTrans. If possible, GTrans should accommodate an LEP client's request to use informal interpreter in place of a formal interpreter.
- If an LEP client prefers an informal interpreter, after GTrans has offered free interpreter services, the informal interpreter may interpret.
- If an LEP client wants to use their own informal interpreter, GTrans retains the right to also have a formal interpreter present.

## **Element 5: Monitoring and Updating LEP Plan**

### **What the Guidance says:**

***“Evaluation can help you track your outreach efforts, discover dissemination problems early, make corrections, and find out whether your language services have impacted your ridership and/or relations with local immigrant communities”***

GTrans will update the LEP Plan as required by U.S. DOT every 3 years or when significant changes are required. GTrans intends to explore additional improvements that may be developed as a result of an ongoing dialog with the LEP community and changes to demographics of the service area.

### **Dissemination of the GTrans LEP Plan**

A link to the GTrans Title VI Plan and the LEP Plan will be included on the GTrans website, <http://ridegtrans.com/contact/title-vi-report/> and at <http://ridegtrans.com/contact/lep-plan/>

Any person or agency with internet access will be able to access and download the plan from the GTrans website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person, and shall be provided a copy of the plan at no cost. LEP individuals may request a copy of the plan in translation which GTrans will provide, if feasible.

Questions or comments regarding the LEP Plan may be submitted to GTrans, 13999 S. Western Ave., Gardena, CA 90249, phone number (310) 965-8888.



## Appendix E

### Gardena City Council Approval of 2019 Title VI Program

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## Appendix F

### GTrans Bus Stop Policy

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## GTrans Bus Stop Policy

Bus stops play an important role in service accessibility, community identity, and safety and comfort of waiting customers. The purpose of this policy is to provide guidance for the spacing of GTrans bus stops and establish criteria for the distribution of bus stop amenities.

### A. Bus Stop Location and Spacing

Bus stop location will be determined by GTrans staff and will aim to balance operating speed and convenience of service access. GTrans' goal is to have stops spaced approximately  $\frac{1}{4}$  mile apart, although stops may be located more closely depending on land use. Stops may be located further apart if safety conditions do not allow a safe stop to be placed within  $\frac{1}{4}$  mile of the previous stop. Where site conditions allow, GTrans aims to have far-side stops, which reduce conflict with right-turning vehicles, eliminate sight-distance deficiencies at intersection approaches, and encourage pedestrians to cross behind the bus. Additionally, far-side stops will allow GTrans to implement transit signal priority in the future, which will expedite travel across intersections.

### B. Bus Stop Amenities

Since resources are limited, not every bus stop can have all of the desired amenities beyond just a pole and sign. GTrans is guided primarily by the following objectives:

Maximizing benefit for existing customers: amenities should be allocated to stops with the highest number of average weekday boardings, and stops that serve as transfer points at major intersections.

Equitable distribution of amenities: GTrans is committed to meeting the requirements of Title VI of the 1964 Civil Rights Act as defined in FTA circular C 4702.1. The circular states that services must be distributed in a way that minority communities receive benefits in the same proportion as the total service area.

It should be noted that because GTrans is the bus system serving and funded by the City of Gardena, stops within city limits will be prioritized for improvements. Outside of the City of Gardena, GTrans may recommend amenities at different bus stops, but ultimately each city is responsible for selecting and installing amenities in its jurisdiction. GTrans will regularly evaluate the conditions and needs of bus stops in its service area and will meet with other cities to provide them with recommendations for changes to bus stops.

With regard to amenities and their placement, GTrans will also consider the input and recommendations from its bus operators and employees, as well as customers, community, and business stakeholders.



TASHA CERDA, Mayor / RODNEY G. TANAKA, Mayor Pro Tem  
MARK E. HENDERSON, Councilmember / ART KASKANIAN, Councilmember / DAN MEDINA, Councilmember  
MINA SEMENZA, City Clerk / J. INGRID TSUKIYAMA, City Treasurer / EDWARD MEDRANO, City Manager / PETER L. WALLIN, City Attorney

GTrans staff has developed a classification method for bus stops that will guide the allocation of amenities by GTrans:

Tier 1 Bus Stops (100 or more daily weekday boardings):

Tier 1 bus stops are GTrans' most productive stops and are likely located next to major trip generators (such as shopping centers, medical services, or rail stations). At a minimum, as space allows, these stops will have poles and signs, seating, and trash receptacles. Depending on existing lighting conditions, these stops will be considered for the installation of additional lighting. It is also recommended that these stops have a shelter to protect waiting customers from the elements.

Tier 2 Bus Stops (between 15 and 99 daily weekday boardings):

Tier 2 bus stops should have a sign and pole, seating, and may have a trash receptacle based on local city ordinances. Tier 2 stops may receive lighting based on existing lighting conditions. GTrans staff will monitor use of Tier 2 stops and see if stop usage increases enough for the stop to be upgraded to Tier 1. Tier 2 stops will be considered for additional amenities if they are near facilities serving seniors, disabled, medical, or social services, or if there is a key municipal facility close to the stop.

Tier 3 Bus Stops (less than 15 daily weekday boardings):

Tier 3 bus stops should have a sign and pole and may have a trash receptacle depending on local city ordinances. GTrans staff will monitor use of Tier 3 stops and if stop usage increases enough, the stop may be upgraded to a higher tier. Tier 3 stops may be considered for additional amenities if they are near facilities serving seniors, disabled, medical, or social services, or if there is a key municipal facility close to the stop.

GTrans staff will make initial recommendations based on stop-by-stop ridership counts from the 2014 line-by-line analysis. In the future, staff will rely on new line-by-line analyses and Automatic Passenger Counters, which the agency will install to generate more detailed information about customers and their travel patterns.





## Appendix G

### Fare and Service Equity Analyses

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

Agenda Item No. 8.E. (1)

Department: Transportation

Meeting Date: January 9, 2018

**AGENDA REPORT SUMMARY**

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

**AGENDA TITLE: Receive and File the Los Angeles County Metropolitan Transportation Authority's Regional Interagency Transfer Policy Change and Approve the Fare Equity Analysis**

<b>COUNCIL ACTION REQUIRED:</b>	<b>Action Taken</b>
Receive and File, and Approve	
<b>RECOMMENDATION AND STAFF SUMMARY:</b>	
<p>The City of Gardena's GTrans participates in the regional Interagency Transfer (IAT) Program, allowing a customer to buy an IAT when using more than one bus or train from different transit providers to complete their trip. The cost of an IAT at GTrans is 40 cents.</p> <p>On June 25, 2015 the Metro Board of Directors adopted changes to the regional IAT policy that:</p> <ol style="list-style-type: none"><li>1) eliminate the paper IAT by requiring that all transfers are made with a Transit Access Pass (TAP) card</li><li>2) require payment of the transfer fare upon the second boarding, rather than first boarding</li><li>3) extend the IAT window from two to two and a half hours</li><li>4) provide for a single IAT within the transfer window</li></ol> <p>Once the policy is in effect, if a customer pays a cash fare and does not have a TAP card to purchase an IAT, they will have to pay a separate base fare when boarding the second transit system. GTrans is currently working with other municipal operators and Metro to prepare an outreach campaign that ensures our customers are fully aware of the changes. The implementation of this new policy is scheduled for Spring 2018.</p> <p>Since this change is considered a fare change under the Federal Transit Administration (FTA) guidelines pertaining to Title VI of the Civil Rights Act of 1964, Metro is permitted to complete a required fare equity analysis on behalf of the LA County transit operators who participate in the IAT program, including GTrans. The analysis found that the proposed change results in a disparate impact to customers within specific areas of the County, representing a group of 800,000 individuals that do not currently have a TAP card and are not within walking distance of a place to obtain one. The City of Gardena is named as an affected area. To address the finding, the Metro Board has approved the distribution of up to one million TAP cards free to customers in advance of the effective date. GTrans will participate in the distribution of TAP cards to customers who may otherwise not have easy access to a TAP retail outlet.</p> <p>Staff respectfully recommends that Council receive and file the Los Angeles County Metropolitan Transportation Authority's Regional Interagency Transfer Policy Change and approve the Fare Equity Analysis.</p>	
<b>FINANCIAL IMPACT/COST:</b>	
There is no impact to the General Fund.	
<b>ATTACHMENTS:</b>	
A. Staff Report B. Metro Board Report – Regional Interagency Transfer (IAT) Policy	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director Date <u>01/02/18</u>	
Concurred by <u>Edward Medrano</u> , Edward Medrano, Acting City Manager Date <u>01/03/18</u>	

# CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8.E. (1)

Department: Transportation

Meeting Date: January 9, 2018

## AGENDA TITLE:

Receive and File the Los Angeles County Metropolitan Transportation Authority's Regional Interagency Transfer Policy Change and approve the Fare Equity Analysis.

## RECOMMENDATION:

Staff respectfully requests that the City Council receive and file the Los Angeles County Metropolitan Transportation Authority's Regional Interagency Transfer Policy Change and approve the Fare Equity Analysis.

## BACKGROUND:

The City of Gardena's GTrans participates in the regional Interagency Transfer (IAT) Program. Currently, when a customer needs to board more than one bus or train from different transit providers to get to their destination, an IAT may be needed to complete their trip. IATs are valid for two hours from the time purchased and can be used to board one additional Los Angeles County Metropolitan Transportation Authority (Metro) bus, Metro rail, or most other bus systems throughout the County. Customers are able to purchase IATs on board the first bus or train, the bus operator issues a paper IAT, and the IAT is used as fare payment when boarding the second bus or train. The cost of an IAT is determined by each local transit agency: The fare for IATs at GTrans is 40 cents. This policy change would not impact GTrans' local transfers (occurring between GTrans buses).

On June 25, 2015 the Metro Board of Directors adopted changes to the regional IAT policy that:

- 1) eliminate the paper IAT by requiring that all transfers are made with a Transit Access Pass (TAP) card.
- 2) require payment of the transfer fare upon the second boarding, rather than first boarding. Customers will no longer be required to purchase a transfer on the first boarding; instead the transaction will happen on the second boarding. The customer would simply tap for both boardings. The base fare would be deducted on the first bus and the transfer fare would be automatically deducted on the second bus. Revenues are expected to remain unchanged as most customers who now transfer will continue to make two-way trips, both in the AM and PM commute times;
- 3) extend the IAT window from two to two and a half hours. The extra 30 minutes is given out of consideration for the increased traffic congestion in the region and the distance of some routes; and,
- 4) provide for a single IAT within the transfer window. Each operator reserves the right to issue another IAT when a customer boards with an IAT. Most operators, including GTrans, do not sell an IAT when presented with an IAT for boarding. The proposed policy would standardize the practice across the region.

The policy is not yet in effect, as Metro had to undergo a complicated technical programming of the TAP system to facilitate the change to the system and public awareness campaign. The anticipated implementation date is in the spring of 2018.

Metro is the Regional Transportation Planning Agency for Los Angeles County, which means the agency is responsible for transportation planning activities and allocating transit funds in the region. Metro also serves as the countywide coordinator and program manager for the TAP Program. Metro's role, as such, includes oversight of the Regional TAP Service Center, TAP Marketing and overall collection of TAP system data and reporting. TAP participants, including GTrans, are part of the regional TAP working group that coordinate with Metro on the aforementioned functions, in order to ensure that the region is working together to promote seamless travel via the TAP card.

Revising the regional IAT policy to include the elimination of paper transfers was the next step in the process of transitioning regional programs to TAP. Metro staff and TAP participants have jointly been developing the new policy that would facilitate seamless travel and encourage the use of TAP while also helping to reduce fraud and improve the speed of boarding for customers.

### **Benefits**

GTrans staff believes the regional IAT policy changes will not only improve the transit experience for customers traveling throughout the region, but will also have a positive impact on GTrans as a transit operator. The benefits include:

1. Reducing boarding time – under the new policy, the customer would not need to purchase a paper IAT from the bus operator, which requires a more lengthy interaction between the customer and the bus operator. Rather it would happen automatically upon making the transfer boarding. This will speed up boarding for all customers and reduce dwell time, or the time the bus is stopped for the purpose of serving customers.
2. Simplifies transferring – restricting IATs to TAP cards eliminates the need to carry exact change to purchase a transfer as the transfer cost will be deducted from the stored value of a customer's TAP card.
3. Promotes the use of TAP – restricting IATs to TAP cards promotes the use of TAP cards, which will increase the efficiency and security of revenue collection by reducing cash handling requirements.
4. Reduces fraud – restricting IATs to TAP cards will stop individuals from purchasing paper transfers from ticket vending machines at Metro rail platforms, and using them on-board GTrans buses without having paid the full fare. The TAP card can also be registered for balance protection, allowing the TAP card balance to be restored, should the card be lost or stolen.

### **Outreach to GTrans Customers**

Once the policy is in effect, if a customer pays a cash fare and does not have a TAP card to purchase an IAT, they will have to pay a separate base fare when boarding the second transit system.

GTrans is currently working with other municipal operators and Metro to ensure our customers are fully aware of the changes, well in advance of the implementation date. This outreach will include efforts such as printed materials (customer bulletins, car cards, etc.) and Digital and Social Media (GTrans websites, Facebook, Twitter and Instagram).

Outreach will also include internal communications to ensure that all GTrans employees, particularly the frontline employees are trained to assist our customers with any questions they may have about the policy change.

## **Title VI**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the grounds of race, color or national origin. Under the Title VI program, transit agencies may be required by the Federal Transit Administration (FTA) to complete a fare equity analysis when there is a change to any fare, regardless of the amount of increase or decrease. This analysis determines whether such a change will have a discriminatory impact based on race, color or national origin, and whether any identified disparate impact can be mitigated. The fare equity analysis must then be provided to and approved by the governing entity of the transit agency prior to the implementation of such changes.

This change to the regional IAT policy is considered a fare change. The FTA permitted Metro to complete the fare equity analysis on behalf of the Los Angeles County transit operators who participate in the IAT program, including GTrans. The governing board of each of the transit operators must approve the fare equity analysis in order to meet the fare equity analysis requirement without having to conduct individual analyses by each transit operator.

The fare equity analysis resulted in a finding that the proposed change results in a disparate impact to customers located within specific areas of the county, due to a lack of current TAP card possession and shortage of locations to load stored value. These areas include the customers served by Antelope Valley Transportation Authority, Foothill Transit, City of Gardena's GTrans, Montebello Bus Lines and Torrance Transit, representing a group or 800,000 individuals who do not currently have a TAP card and are not within walking distance of a place to obtain one or load stored value.

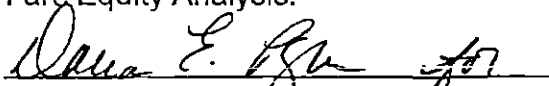
Metro's analysis concludes that while there is a disparate impact resulting from the changes to the regional IAT policy, there is legitimate justification for the changes and there are no alternatives that would have a less disparate impact on minority customers. To address the finding, the Metro Board has approved the distribution of up to one million TAP cards free to customers in advance of the effective date. As the City of Gardena is specifically named as one of the affected areas, GTrans will participate in the distribution of TAP cards to customers where customers may otherwise lack easy access to a TAP retail outlet.

### **STAFF RECOMMENDATION:**

GTrans recommends that the City receive and file the Los Angeles County Metropolitan Transportation Authority's Regional Interagency Transfer Policy Change and approve the Fare Equity Analysis.

**IN CONCLUSION,** Staff respectfully recommends that Council receive and file the Los Angeles County Metropolitan Transportation Authority's Regional Interagency Transfer Policy Change and approve the Fare Equity Analysis.

Submitted by:

  
Ernie Crespo, Director of Transportation

Date: 01/09/2018



Metro

Los Angeles County  
Metropolitan Transportation  
Authority  
One Gateway Plaza  
3rd Floor Board Room  
Los Angeles, CA

## Board Report

File #:2015-0449

FINANCE, BUDGET AND AUDIT COMMITTEE  
JUNE 17, 2015

**SUBJECT: REGIONAL INTERAGENCY TRANSFER (IAT) POLICY**

**ACTION: APPROVE RECOMMENDATIONS**

### **RECOMMENDATIONS**

- A. Adopt the proposed change to the Policy on Use of Interagency Transfers as described in Attachment A.
- B. Adopt finding that the proposed policy change results in a Disparate Impact but there is substantial legitimate justification for the proposed change and there are no alternatives that would have a less disparate impact on minority riders.
- C. Adopt recommendation to distribute up to 1 million TAP cards free to bus riders purchasing transfers in advance of the effective date of the policy to address the underlying cause of the Disparate Impact finding (current TAP card possession).

### **ISSUE**

As of May 2015, the last of the County's transit providers that participate in a regional fare program - EZ transit pass or Inter-Agency Transfers (IATs) - are on TAP. The region is now poised to fully realize the seamless travel across the County envisioned when the TAP program was launched in 2002, improving customer convenience and improving boarding times.

The proposed Policy on the Use of Inter-Agency Transfers (Attachment A) makes the following changes to the current policy by:

- 1) eliminating the paper inter-agency transfer by requiring all transfers to be made with a TAP card;
- 2) paying the transfer fare upon second, rather than first, boarding;
- 3) extending the inter-agency transfer window from 2 to 2 ½ hours; and,
- 4) providing for a single inter-agency transfer within the transfer window.

The new policy would not change the transfer price charged by each transit operator; transfer fares

would still be a local fare policy decision. Further, the new policy would not require change to intra-agency (i.e., within system) transfer policies like those at Metro, LADOT, Culver City BusLines, or Norwalk Transit, but would be integrated to work seamlessly with local TAP transfer policies on an operator-by-operator basis.

### **DISCUSSION**

As the region has migrated to a TAP-based fare collection system over the last decade, IAT policy has presented many challenges because not all IAT-participating operators were on TAP. Operators with TAP capability had to consider the TAP capabilities or lack thereof when providing IATs to their customers. This resulted in the hybrid IAT program that we have today:

- Paper transfers are used for cash-paying customers transferring from bus to bus;
- TAP loaded transfers are used for customers who know they are transferring between TAP-enabled operators. To assist customers who may not know, most agencies load TAP transfers and continue to provide paper IATs;
- TVM-issued paper transfers are issued to customers transferring from Metro Rail to non-TAP operators;
- Limited use TAP "polka dot" transfers are issued to cash-paying customers transferring to Metro Rail or TAP customers transferring to Metro Rail from non-TAP operators.

These transfer accommodations have been difficult to manage for operators and difficult to use for customers. Now that all of the IAT-participating agencies are on TAP, the complexity of the IAT program can be simplified to the mutual benefit of both customers and operators. The policy change would provide an automatic transfer to customers when an eligible transfer boarding is made.

### **Regional Readiness**

Several operators have already taken steps to harness the benefits the TAP system provides for transfer activity. Antelope Valley Transit and Santa Clarita Transit both eliminated paper transfers from their systems in recent years, requiring all customers who wish to transfer to another operator do so with their TAP cards. LADOT began the implementation of internal transfers on TAP with their conversion to the TAP program in 2013. Most recently, Metro implemented its own Board-approved internal transfer policy with the two hours of free transfers on TAP as part of the September 2014 fare change.

Beginning with the TAP conversion of Long Beach Transit in April 2014, 14 additional operators have been added to the TAP system bringing the total to 24 TAP enabled operators in the County (Attachment B). As the most recent 14 agencies have prepared for TAP transition over the last year, the region has been discussing the proposed changes to IAT policy through a number of forums including the General Managers' group, Bus Operators Subcommittee (BOS), and Local Transit Systems Subcommittee (LTSS). Unanimous approval of the proposed policy was achieved by the



General Managers on May 13<sup>th</sup>, and the BOS on May 19<sup>th</sup>. Additionally, the policy proposal will be presented to the Citizens Advisory Committee on June 24<sup>th</sup>.

Should the policy be approved by the Board, a Working Group comprised of operator representatives together with TAP staff will oversee the technical and marketing efforts necessary for implementation.

#### Policy Changes

There are four significant changes proposed to the IAT policy.

1. Transfers within Los Angeles County would be allowed with a TAP card only. This would eliminate the paper transfers, Rail TVM paper transfers, and TAP "polka dot" transfers currently in use. This would require all base fares whether single ride fares or pass fares to be paid with a TAP card at which time eligibility for a transfer at the next boarding would be encoded on the TAP card. Transfers would not be available for cash-paying customers. However, there will be limited routes that may need to maintain paper transfers for transfers to operators outside Los Angeles County. These routes will be handled on a case-by-case basis.
2. Transfer fare would be deducted when making the second boarding. The customer no longer has to determine need for the transfer as it will happen automatically if the boarding is transfer eligible. Today, the customer requests a transfer on the first vehicle, is provided with a paper transfer, and the paper transfer is provided to the driver of the second vehicle. Under the proposal, the customer would simply tap for both boardings - a base fare would be deducted on the first vehicle and a transfer fare would be deducted on the second vehicle. Revenues are expected to remain unchanged as a result of the policy change but will now be collected on different legs of the trip.
3. The transfer window would be extended to 2.5 hours from the current 2 hour window. The extension of the transfer window was warranted due to increasing traffic congestion and the distance of some routes, particularly those from the Antelope Valley.
4. The policy would provide for a single IAT per base fare boarding. Today, it is each operator's discretion to issue another IAT when a customer boards with an IAT. Most operators, however, do not sell an IAT when presented with an IAT for boarding. The proposed policy would standardize this practice across the region.

#### Customer Benefits

The benefits to the customer of the proposed policy change include:

- *Speeding up boardings* - Under the new policy, a customer would not need to communicate with the driver to purchase an IAT. The transfer would happen automatically upon making the transfer boarding, ensuring the customer receives the transfer to which they are entitled, and speeding up boardings for all customers.

- *Eliminating necessity to carry exact change* - Restricting IATs to TAP cards only would eliminate the customer's need to carry exact change to purchase a transfer. Instead, riders would add cash to their TAP card. TAP cards can be registered for balance protection, allowing the TAP card balance to be restored should the card be lost or stolen (subject to a \$5 fee).
- *Customer ease of use* - A customer will no longer have to consider all legs of a continuous transit trip when determining when and what transfer to buy at any point along that trip. For example, a Metro customer today will automatically receive a transfer to another Metro route but has to know when he/she is transferring outside of Metro and that an IAT must be purchased. If the IAT is purchased before the Metro transfers are completed, the customer will lose the ability to transfer within Metro. Further, a customer transferring between operators would not need to know the exact cost of the transfer for each operator; the TAP system would recognize the valid transfer boarding and automatically deduct the best fare from the stored value balance.

#### Operator Benefits

The benefits to regional transit operators include:

- *Faster boarding time* - Under the new structure, a customer will not need to request a specific transaction for the transfer. This new policy would remove the necessity for the customer to communicate with the driver, which will expedite the boarding process and decrease dwell time, therefore increasing efficiency.
- *Encouraging the use of TAP* - The restriction of IATs to TAP cards is intended to add to recent efforts to increase TAP utilization. The new fare structure implemented in September 2014 added two hours of free transfers for customers paying the base fare on a TAP card. Prior to the 2014 fare changes, Metro did not offer intra-agency transfers, which meant that customers had to pay for each boarding. Additionally, the proposed policy change is consistent with the gating of Metro Rail which required all Rail boardings to be made with TAP cards. The proposed change to IATs would restrict all transfers to a TAP card, further increasing the TAP share of overall fare media usage which is 80% TAP for Metro. When customers use TAP, the region's operators can collect more data about when, where, and how the system is being used. This additional data makes for more well-informed decision making with regard to fare policy, transit routes, and scheduling.
- *Reduction of fraud* - Proof of payment for IATs is currently provided to customers in the form of paper transfers. This presents an opportunity for fraud, as paper transfers are relatively easy for passengers to resell or reproduce. Restricting the use of IATs to TAP cards links the original fare and the transfer to the same fare media, and the system would validate base fare

payment before authorizing the transfer. In addition, restricting IATs to TAP cards would eliminate the monetary incentive to resell the transfers since the TAP card itself costs \$1 to \$2.

- *Directly collected IAT revenues* - Under the current IAT structure, the transfer must be purchased upon the first boarding, which means that the agency providing the service for the original boarding collects both the base fare and the IAT fare. The proposed IAT policy would create a new system where the IAT fare would be automatically deducted upon the transfer boarding. This is a fairer and more appropriate fare payment, since the agency providing the transfer service would directly collect the IAT revenue.

#### Title VI

Metro conducted a Title VI evaluation (Attachment C) for the proposed policy change on behalf of the region. The County's population was divided into eight groups of riders defined by their proximity to a TAP sales location (within ¼ mile walking distance or not), their ability to load their TAP card on a transit vehicle, and whether they have a TAP card already in their possession. The Title VI evaluation found one group of the eight to be disparately impacted by the proposal - a group of 800,000 people who are constituents of Antelope Valley, Foothill Transit, Gardena, Montebello, and Torrance that currently do not have a TAP card, and are not within walking distance of a place to obtain one (though they could add value to it if they had one), and constitutes about 8.3% of all persons within walking distance of fixed route transit.

The proposed TAP-based IAT should be pursued given that more than 91% of the population would not be *Disparately Impacted* nor *Disproportionately Burdened* by the program. Customer convenience for those having to transfer would be improved with faster boarding times, and not having to carry added cash for transfer charges. It is in Metro's interest to pursue improved multi-operator coordination and the provision of seamless fare mechanisms for riders which the proposed program would accomplish. Given the significant investment in TAP, there is no alternative that would provide a consistent multi-operator transfer program without printed fare media than the proposed TAP-based transfer program. Approval of the policy by the Board constitutes that there is no cost-effective alternative to changing the IAT policy and it is in the regional transit operators' business interest to make the change despite the disparate impact finding. Metro and its regional TAP partners will reduce the negative effect of the policy change by conducting an extensive marketing and outreach campaign, including TAP card distribution. This campaign will address the underlying cause of the disparate impact finding.

#### TAP Sales Locations

Currently, customers can purchase and/or load passes or value to a TAP card from various sources:

- Metro TAP Vending Machines (TVMs) in all 80 rail stations, 17 Orange Line stations, and El Monte Station

- Operator Customer Service Centers
- 393 Third Party TAP Vendors
- Online at [taptogo.net](http://taptogo.net)
- By telephone at 1-866-TAPTOGO

Additionally, TAP is actively working on expansion of the TAP sales network with the addition of new third party vendors and new TVM locations, and a new mobile app for TAP card sales. Current sales locations are being mapped against the fixed route network to target vendor expansion efforts to those areas with the least access to TAP sales locations.

#### Marketing and Training

Staff is working with the TAP member agencies on numerous strategies and tactics to ensure successful customer communications on the new transfer policy, including the dissemination of up to 1 million TAP cards in advance of policy implementation. Messaging will include important customer education tools, as well as highlight where TAP cards can be purchased and reloaded. These messages will be consistent throughout a traditional print and digital marketing campaign, with particular emphasis on major transfer rail stations and inter agency connectivity. The marketing committee will also implement an internal campaign to prepare all TAP agency bus and rail operators for the change. This will include in-person trainings, on-site division marketing and materials for operators to distribute to customers.

#### DETERMINATION OF SAFETY IMPACT

There is no discernable safety impact.

#### FINANCIAL IMPACT

Adoption and implementation of the proposed policy change would result in annual savings of \$685,000, beginning in FY17, for the printing and processing of the three different paper-based transfer media:

- \$400,000 of savings annually through the elimination of bus-issued paper transfers;
- \$15,000 in Metro Rail TVM-issued paper transfers; and,
- \$270,000 in the production of polka-dot one-time use TAP transfers used by municipal operator patrons transferring to Metro Rail.

Additionally, a decrease in the use of cash has undefined savings on equipment maintenance and cash counting.

There will be a one-time cost of approximately \$750,000 for up to 1 million TAP cards to be made available to the public in preparation for the policy change. The one-time expense is already part of

the FY16 TAP Operation budget.

The proposed policy does not change the cost of an IAT. As such, the proposed changes are not designed to and will not have a significant impact on fare revenues collected.

### **ALTERNATIVES CONSIDERED**

The current Policy on Use of Interagency Transfers can remain in effect. This would require the continued use of paper inter-agency transfers for bus to bus transactions, TVM-issued paper transfers for rail-to-bus transfers, and polka dot TAP transfers for bus-to-rail transfers. However, this would not achieve the same benefits to the riding public. In addition it would not fulfill the objective of the region's transit providers to create a more seamless, coordinated transit system.

### **NEXT STEPS**

If the policy is approved, Metro staff, together with regional TAP partners, will begin the technical efforts to program the policy change into the TAP system, and will initiate a thorough marketing and outreach effort to inform the public. The effective date of the policy change will be agreed upon by the Working Group and is estimated to be in approximately 6 to 9 months due to the time needed to program the TAP system, educate and train each agency's operators, and inform and prepare the public.

Additionally, Metro staff will assist TAP partners with presentation of the Fare Equity Analysis results to their respective Boards/Councils for approval per FTA guidelines.

### **ATTACHMENTS**

Attachment A - Proposed Changes to the Policy on the Use of Inter-Agency Transfers

Attachment B - TAP-Participating Operators

Attachment C - Title VI Evaluation

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**Proposed Changes to the  
Policy on the Use of Inter-Agency Transfers**

In an effort to promote seamless travel for the public, and in response to state TDA law, included and eligible municipal operators and the LACTMA establish the following revised interagency transfer policy:

~~A transfer that a rider receives from one bus system or Metro Rail line will be accepted by other bus systems or Metro Rail lines for segments of a one-way continuous trip that the rider makes within a two-hour period on any one day. For systems having designated transfer points, the interagency transfer will only be accepted at these points.~~

A rider shall receive one transfer between bus systems or Metro Rail lines operated by different agencies within two and one-half hours of payment of a base fare. If the person is transferring to express or premium service, the operator will follow that system's policy about charging an additional fare for the express/premium service.

~~The rider may use the same transfer for all transfer segments, unless the receiving operator has a policy to collect transfers from boarding passengers. In that event, the bus operator will provide the passenger with a new interagency transfer upon payment of the interagency transfer fare. If the person is transferring to express or premium service, the accepting operator will follow that system's policy about charging an additional fare for the express/premium services. Fares for interagency transfers are determined by the issuing transit system.~~

Transfers shall be made available to customers as follows:

TAP cardholders shall automatically receive one transfer, if applicable, upon boarding their second bus or train within two and one-half hours. Fares for the TAP interagency transfer are determined by the accepting transit system.

**ATTACHMENT B****TAP Enabled Operators**

<u>Operator</u>	<u>TAP Fare Collection Devices</u>
Antelope Valley Transit Authority	Fareboxes
Baldwin Park Transit Lines	Bus Mobile Validators
BurbankBus	Bus Mobile Validators
Carson Circuit	Bus Mobile Validators
Compton Renaissance Transit	Bus Mobile Validators
Culver CityBus	Fareboxes
Foothill Transit	Fareboxes
GTrans (Gardena)	Fareboxes
Glendale BeeLine	Bus Mobile Validators
Huntington Park COMBI	Bus Mobile Validators
LA County	Bus Mobile Validators
LADOT	Driver Control Units/Light Validators
Los Angeles World Airports	Bus Mobile Validators
Long Beach Transit	Bus Mobile Validators
Metro	Fareboxes, Stand Alone Validators, Gates
Montebello Bus Lines	Fareboxes
Monterey Park Spirit Bus	Bus Mobile Validators
Norwalk Transit	Fareboxes
Pasadena Arts	Bus Mobile Validators
Palos Verdes Peninsula Transit Authority	Bus Mobile Validators
Beach Cities Transit (Redondo Beach)	Bus Mobile Validators
Santa Clarita Transit	Fareboxes & Driver Control Units/Light Validators
Big Blue Bus (Santa Monica)	Bus Mobile Validators
Torrance Transit	Fareboxes

**Title VI Evaluation  
Replacement of Existing Interagency Transfers  
With TAP-Based Method**

This is a Title VI evaluation of the replacement of current methods of providing Interagency Transfers (IATs) with a TAP-based method. The affected operators are those Los Angeles County fixed route service providers that receive some form of formula operating subsidy from the Los Angeles County Metropolitan Transportation Authority (Metro)(Table 1).

**Table 1  
Los Angeles County  
Formula Funded Fixed Route Operators**

Antelope Valley	Gardena	Norwalk
Beach Cities Transit	Long Beach	Santa Clarita
Culver City	Los Angeles DOT	Santa Monica
Foothill Transit	Metro	Torrance
	Montebello	

For this evaluation the Universe of potentially impacted persons is all persons within one-quarter mile of any bus stop served by one or more of the above operators, and/or within one-half mile of any rail station. Ethnic data for this population is obtained from the 2010 US Census, and Household Income data for this population is obtained from the 2006-2010 American Consumer Survey (ACS). Because the Census data is provided at the block group level, and the ACS data is at the tract level the size of the impacted population is slightly greater for the ACS data (block groups that are more than one-quarter mile from a bus stop would be excluded from the Census data, but could be included in the ACS data if the tract containing such block groups was within that one-quarter mile of a bus stop).

For reference purposes this evaluation will refer to the Ethnic population as the Title VI data, and the Household Income population will be referred to as the Environmental Justice data. The Title VI population consists of 9,648,798 persons of whom 6,826,725 are minorities (70.8%). The Environmental Justice population consists of 9,742,481 persons of whom 1,531,488 are living in households below the federally defined Poverty income levels (15.7%).

### **Evaluation Methodology**

The Universe of potentially impacted persons has been defined as essentially all persons who can walk to fixed route transit. Under current methods any passenger



desiring an IAT may purchase it at the time that they board a bus, or at a rail station at the time that they purchase their rail ticket. In order to be unaffected by the introduction of TAP-based IAT's a passenger must still be within walking distance of the means to purchase the IAT before taking their transit ride. Otherwise, a person would be adversely affected by the new method.

The mechanics of the proposed IAT process require that the passenger have a TAP card with a cash purse holding sufficient value to purchase an IAT. Such a rider would pay their initial fare by whatever means they normally use (either a cash deduction from the TAP card purse, or the use of whatever pass is stored on the TAP card). When the transfer boarding occurs, the cost of the transfer would be debited from the TAP card purse.

The relevant factors for this evaluation are 1) does the rider have a TAP card, or not, and 2) can the rider add value to that TAP card to ensure the ability to pay for the trip. The ability to add value to a TAP card adds an additional level of complexity to this evaluation – some of the fixed route operators have the ability to add value to a TAP card on board a bus and some do not have this capability. In the latter instance, whether a rider remains unaffected by the proposed method will depend on whether or not they are within walking distance of an alternative means of adding value to the TAP card. The alternatives consist of rail and Orange Line stations which have TVM's capable of issuing and upgrading TAP cards, or customer service outlets which can sell and/or upgrade TAP cards (there are several hundred of these). The possible combinations of these factors and nature of rider impacts are shown in Table 2.

This evaluation assumes that having to purchase a TAP card is inconsequential because the \$1-\$2 cost of the card can be amortized over its multiple year validity. Therefore, the No TAP Card riders whose only potential adverse impact would be the need to buy a TAP card are considered to be Not Impacted as long as they are otherwise able to walk to a location where they can add value to the card.

As can be seen from Table 2 there are three scenarios that result in an adverse impact for riders so situated:

1. The rider has No TAP Card and adding value to the TAP purse on the bus has no value because they are not within walking distance of a location where they could obtain the TAP card itself;
2. The rider has a TAP Card but cannot add value to it anywhere; and
3. The rider has No Tap Card and cannot add value to it or buy one.

**Table 2**  
**Rider Impact Categorizations**

	<u>TAP Card</u>	<u>No TAP Card</u>
Can Add Value Can Walk to Outlet	No Impact	No Impact
Can Add Value Cannot Walk to Outlet	No Impact	Adverse Impact
Cannot Add Value Can Walk to Outlet	No Impact	No Impact
Cannot Add Value Cannot Walk to Outlet	Adverse Impact	Adverse Impact

### Results of Evaluation

The next step in this evaluation was to determine the number of persons associated with each Impact Category, and for the potential Adverse Impact categories, whether or not the resulting impacts were Disparate (disproportionately affecting minorities) or imposed a Disproportionate Burden (disproportionately impacted persons in Poverty).

Metro has defined a Disparate Impact as an adverse impact affecting a group having an absolute 5% greater minority share than the overall population (Universe) (in this instance,  $70.8\% + 5\% = 75.8\%$  or greater) or a 20% greater share ( $70.8\% \times 1.20 = 85.0\%$ ). This evaluation uses the lesser threshold of 75.8%. A Disproportionate Burden has been defined as an adverse impact affecting a group having an absolute 5% greater Poverty share ( $15.7\% + 5\% = 20.7\%$ ), or a 20% greater Poverty share than the overall population (in this instance, greater than  $15.7\% \times 1.20 = 18.8\%$  or greater). This evaluation uses the lesser share of 18.8%.

The first adversely impacted group consists of those riders who do not have a TAP card, but could add value to it if they did. This is the non-TAP card portion of the second group in Table 3. The minority share of this group (75.9%) exceeds the Disparate Impact threshold (75.8%) so this group is **Disparately Impacted**. The Poverty share (14.7%) is less than the threshold for Disproportionate Burden (18.8%) so there is no Environmental Justice consequence for this group.

Table 3

Intra Agency Transfer Tap Proposal  
Title VI and Environmental Justice Analysis Results

Scenario	Sub Categories	Title VI			Environmental Justice		
		Total Population	Minority Population	Minority %	Total Population	Poverty Population	Poverty %
Existing Universe		9,648,798	6,826,725	70.8%	9,742,481	1,531,488	15.7%
<b>Existing Conditions</b>							
	Can add value	1,968,742	1,553,530	78.9%	2,553,977	533,158	20.9%
	Can walk to Tap Local						
	Can add value	2,874,232	2,181,275	75.9%	3,220,858	473,102	14.7%
	Can't walk to Tap Local						
	Can't add value	3,990,023	3,060,150	76.7%	4,901,898	970,518	19.8%
	Can walk to Tap Local						
	Can't add value	8,270,940	5,816,187	70.3%	8,492,017	1,364,653	16.1%
	Can't walk to Tap Local						

**Notes**

1. Title VI is performed at the census block group level using 2010 Census Data
2. Environmental Justice is performed at the census tract level using 2010 5 Year American Community Survey Data
3. Transit buses and stations where one can add value to the tap card - AVTA, Foothill, Gardena, Montebello, Torrance and Metro Orange Line and Rail
4. Transit buses where one can't add value to the tap card - Metro buses, Beach Cities, Culver City, Long Beach, LADOT, Norwalk, Santa Monica and SCVTA
5. Used quarter mile buffers for bus stops and half mile buffers for rail stations.

The remaining two adversely impacted groups comprise the totality of the fourth category in Table 3 (whether or not they have a TAP card, they have no way to add value to it). Both the minority share (70.3% compared with 75.8%) and the Poverty share (16.1% compared with 18.8%) are less than the thresholds for Disparate Impact and Disproportionate Burden, respectively, so there are no Title VI or Environmental Justice consequences for these groups.

### **Findings**

The group of riders having no TAP card, and not within walking distance of a place to obtain one (though they could add value to it if they had one) was found to be **Disparately Impacted** by the proposed TAP-based IAT. The most recently processed Customer Satisfaction Survey indicates that about 72% of Metro riders have a TAP card (probably a higher percentage now as this data is over a year old). This yields a group of approximately 800,000 people who are constituents of Antelope Valley, Foothill Transit, Gardena, Montebello, and Torrance (those affording the opportunity to add value to the TAP purse at the trip origin). This group constitutes about 8.3% of all persons within walking distance of fixed route transit.

The proposed TAP-based IAT should be pursued given that more than 91% of the population would not be Disparately Impacted nor Disproportionately Burdened by the program. Customer convenience for those having to transfer would be improved with faster boarding times, and not having to carry added cash for transfer charges. It is clearly in Metro's interest to pursue improved multi-operator coordination and the provision of seamless fare mechanisms for riders which the proposed program would accomplish. Given the significant investment in TAP, there is no other cost-effective mechanism for providing a consistent multi-operator transfer program without printed fare media than the proposed TAP program.

# City of Gardena GTrans Fare Equity Analysis

## November 2018

### Introduction

GTrans (formerly known as Gardena Municipal Bus Lines) inaugurated service in 1940 and is one of four municipal transit operators serving the South Bay sub-region of Los Angeles County. The system, consisting of five fixed routes and a paratransit service, has remained publicly owned since its inception, with the City of Gardena as its focal point. Fixed-route bus service is also provided to the adjacent communities of Torrance, Redondo Beach, Carson, Compton, Los Angeles, Hawthorne, Lawndale and certain unincorporated areas of Los Angeles County. GTrans also serves downtown Los Angeles and interfaces at several points with Metro Rail. More than two-thirds of the GTrans service area lies outside the city boundaries of the City of Gardena. GTrans also provides a small demand-response paratransit service to qualified residents of Gardena, Hawthorne, and the Los Angeles County unincorporated areas of Del Aire and Alondra Park.

### GTrans Fares

GTrans has maintained the base fare of \$1 for the past 8 years (since 2010). GTrans offers a reduced fare for customers ages 62 or older, as well as customers with disabilities. Additionally, GTrans offers a reduced fare for K-12 students. The base fare and reduced fares are consistent with fares from peer agencies in LA County as outlined in the table below.

Agency	Base Fare	Reduced Senior Fare	City/Region
GTrans	\$1.00	\$0.35	Gardena, CA
Torrance Transit	\$1.00	\$0.25	Torrance, CA
Long Beach Transit	\$1.25	\$0.60	Long Beach, CA
Big Blue Bus	\$1.25	\$0.50	Santa Monica, CA
Metro Los Angeles	\$1.75	\$0.75 (peak)/ \$0.35(off-peak)	Los Angeles County

### Data Analysis

In October 2017, GTrans conducted an on-board rider survey to learn more information about GTrans customers and how they pay their fares. The table below is a comparison of how the percentage of the service area population considered to be low-income or minority, compares to the percentage of GTrans riders considered to be low-income or minority. Attached are maps of the GTrans service area showing the distribution of these populations.

	Minority Population	Low-Income Population
GTrans Service Area (2016 American Community Survey)	86%	22%
GTrans Customers (2017 On-Board Survey)	96%	66%

This data shows how important the availability and cost of service is to GTrans riders relative to the service area. Therefore, it is crucial that GTrans consider the impacts of any service and fare changes on these vulnerable populations whenever proposing a change.

### Justification

In June of 2015, the Metro Board approved changes to the Policy on Use of Interagency Transfers. As a result, the following changes were implemented in July 2018: (1) eliminating the paper interagency transfer by requiring all transfers to be made with a TAP card, (2) paying the transfer fare upon second, rather than first boarding, (3) extending the interagency transfer window from 2 to 2.5 hours, and (4) providing for a single interagency transfer within the transfer window.

Prior to the July 2018 change, customers transferring between two GTrans buses using a TAP card had to ask the bus operator to manually load a local transfer onto their card. As a result of the policy change, customers no longer ask for a transfer to be loaded because a transfer code is automatically programmed onto the TAP card when the card is used for the first boarding. When the card is used for the second boarding, the transfer code is used, and the customer is charged the transfer fare instead of the base fare. This does not change the total amount that the customer is charged for the trip. However, it was discovered that the automation of the transfer process may change the total trip cost for senior and disabled customers transferring between GTrans buses. The table below shows the current GTrans fare table.

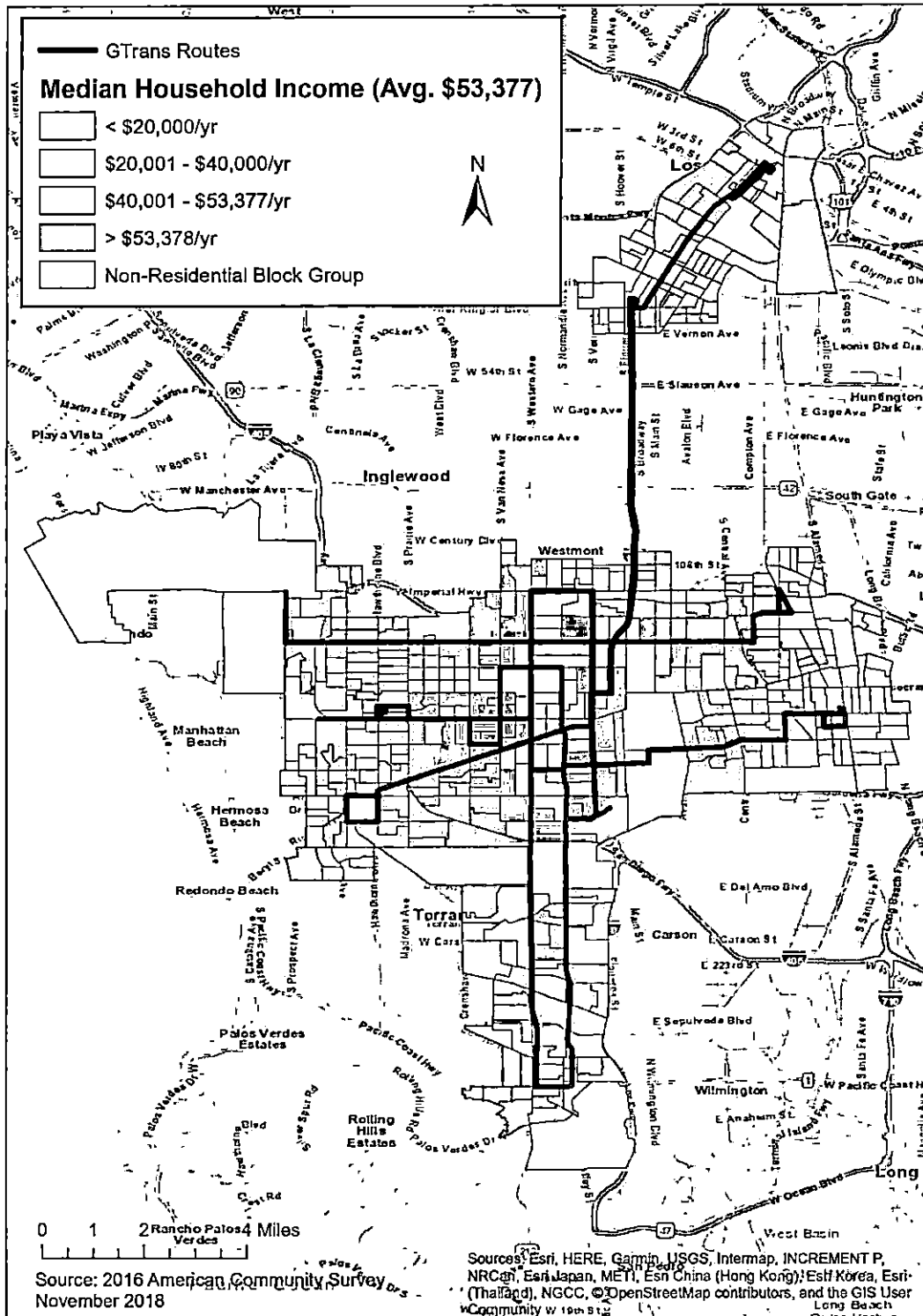
CASH/TAP Card Fare	LOCAL	ZONE FARE To Downtown LA	TRANSFER Valid for 2 hours
Regular	\$1.00 1 GTrans Token	\$1.00 1 GTrans Token	\$0.40
Senior 62+/Disabled Senior ID: Valid DMV ID or Senior TAP card Disabled ID: Medicare card, Access Card or Disabled TAP card	\$0.35	\$0.35	\$0.40
Student K-12 Student 9-12: Local High School ID Card for current school year	\$0.70	Free	\$0.40
Children Under 5	Free (Limit 2, with paying passenger)		
METRO DAY, WEEKLY, MONTHLY PASSES AND METRO TOKENS ARE NOT ACCEPTED			

The senior/disabled fare is \$0.35, and the transfer fare is \$0.40. Prior to July 2018, it was beneficial to customers paying the senior/disabled fare to not purchase a transfer when transferring between GTrans buses because it was less costly to simply pay the base fare twice (\$0.70 vs. \$0.75). The automation of the transfer process would force senior/disabled customers to pay the more expensive transfer fare since the transfer code would be automatically loaded onto the card. To mitigate this impact, GTrans added a new fare product, the senior/disabled transfer fare, which is \$0.35 (5 cents lower than the regular transfer fare). By adding this fare product, customers paying the senior/disabled fare are not charged an additional 5 cents by automatically paying the regular transfer fare.

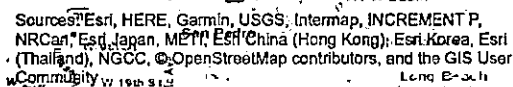
According to farebox data, in FY18, customers paying the reduced senior/disabled fare made up 15.2% of annual ridership, so it was important for GTrans to ensure that this group was not negatively impacted by the change to the transfer fare payment method.



## Median Household Income by Block Group in GTrans Service Area









# City of Gardena City Council Meeting

Agenda Item No.: 5. D. ( 4 )

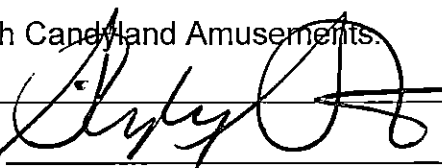
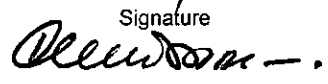
Department: Consent Calendar

Meeting Date: September 24, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: *APPROVE CARNIVAL CONTRACT WITH CANDYLAND  
AMUSEMENTS FOR CARNIVAL AT MAS FUKAI PARK ON  
NOVEMBER 8, 9, 10, 11, 2019*

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Carnival Contract with Candyland Amusements.	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that Council approve the attached Carnival Contract with Candyland Amusements. The carnival will be held on November 8, 9, 10, 11, 2019, at Mas Fukai Park.</p> <p>Candyland Amusements specializes in providing amusement parks to entities throughout Southern California including the greater Los Angeles Area. The company is a leader in providing rides, games, and food for small to medium and large-scale events. The company is committed to safety and abides at all times to applicable laws and regulations. Routine inspections related to the rides and games provided will be done daily and ongoing throughout the day. A carnival manager will be on site during all open hours.</p> <p>The City of Gardena Recreation Division has been using carnivals as a fundraiser since 1987, and will be the beneficiary of funds earned, according to the contract specifications. This carnival serves as a fundraiser for sports and recreation programs providing funding for equipment, field maintenance projects, banquets, and other activities as funds allow.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
Funding Source: No general funds will be used. Anticipated Revenue: Will be based on attendance and participant spending.	
<u>ATTACHMENTS:</u>	
Contract with Candyland Amusements.	
Submitted by  Signature	Stephany Santin, Acting Director Recreation & Human Services
Concurred by  Signature	Clint Osorio, Interim City Manager
	Date <u>9/19/19</u> Date <u>9/19/19</u>

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at Gardena, Los Angeles County, California, by and between the City of Gardena, a municipal corporation of the State of California ("City") and Candyland Amusements, 18653 Ventura Blvd, # 235, Tarzana, CA 91356, 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 a Fall Celebration with Carnival Festivities (the "Carnival") at Mas Fukai Park, 15800 S. Brighton Avenue, on **Friday, November 8, 2019 through Monday, November 11, 2019.**

B. The operating hours shall be as follows:

**Friday, November 8, 5PM – 11PM**  
**Saturday, November 9, 2PM -11PM**  
**Sunday, November 10, 2PM – 10PM**  
**Monday, November 11, 2PM – 9PM**

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 five (5) Spectacular rides, and a minimum of 15 Major and Kiddie rides at each Carnival. City will make the selection of rides from a list of available rides before Carnival set-up begins. Total of 12 to 15 rides. 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 18 rides, then the City of Gardena will choose which rides to be provided.

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 tickets sold on the Carnival grounds on **November 8, 9, 10 and 11, 2019** will be offered as follows.
  - a). **"Pre-Sale Wristbands"**: This special wristband shall cost \$25.00. The wristband will allow one to ride any ride by showing the wristband at a ride entrance. Vendor shall supply the wristbands (at the City's discretion). Pre-Sale Wristbands will be sold at the Recreation Division office, and online at eventbrite.com. The last day to purchase wristbands in person from the Recreation Division office or online at eventbrite.com will be Thursday, November 7, 2019.
  - b). **Traditional Individual Tickets** shall also be available and priced as follows. Tickets will be offered at \$1.00 per ticket or 24 tickets for \$20.00 and rides will require 3 to 6 tickets per ride, rate to be set by the vendor. Wristbands will be sold day of for \$35.00 per band.

### 4. GAMES.

Vendor shall provide and operate 4 to 7 Carnival games.

### 5. REFRESHMENTS.

Vendor shall supply one refreshment trailer for food items that will consist of: Cotton Candy; Corn Dogs; Pop-Corn; Snow Cones; Candy Apples; Nachos; Hotdogs and deep-fried Burritos.

### 6. ADVERTISEMENT.

Vendor shall be responsible for promotion of the Carnival.

- A. Vendor shall supply fifty (50) posters (to be approved by the city prior to printing) 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 inches (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 and City of Gardena will split the cost and shall supply two Bonded Licensed Security Officers for the Carnival grounds during the evening operating hours, of 7 PM to close each night.
9. **SET-UP/BREAK-DOWN.**
  - A. Vendor shall set-up only during the hours of 7 AM to 6 PM beginning on Tuesday, November 5 and shall breakdown only during the hours of 7 AM until 9 PM on the Tuesday and Wednesday following the Carnival closing date. In the case of possible rain, the Carnival will depart Mas Fukai Park on Wednesday, November 13, 2019, immediately following the closing of the Carnival. The Carnival will cease to operate including generators at closing time or sooner on each operating date except Sunday and Monday. On Sunday, the Carnival will close at 10PM and the generators and all activities will cease by 11PM. On Monday, the Carnival will close at 9PM and the generators and all activities will cease by 10PM. Vendor shall remove the Carnival in its entirety by 7:00PM on the Wednesday, 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. The carnival company will store all equipment on the field known as Diamond #1.
  - C. Violation of Section 9 (A) and or (B) 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:

City shall receive Thirty Percent (30%) of the gross ticket sales received by Vendor for such rides.
  - B. FOR THE GAMES:

CITY shall receive a fee of one hundred dollars (\$100.00) compensation for games supplied.
  - C. FOR THE REFRESHMENTS:

CITY will receive a fee of two hundred dollars (\$200.00) compensation for refreshment booths supplied.
  - D. Vendor shall make payment in the form of a check to the CITY of Gardena no later than midnight Monday, November 11, 2019, following the close of the Carnival.
  - E. Vendor will submit a financial report including revenue and expense detail for the carnival. Each report shall be either mailed or delivered to the Recreation and Human Services Department within 7 days of the close of the carnival.
12. 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 provided 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 coverages 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 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 doing 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 and Human Services Department 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.



- J. 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.
13. RESTORATION OF PREMISES. Upon completion of the Carnival on, **November 13, 2019**, 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.
14. 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.
15. SECURITY DEPOSIT. Vendor shall post a refundable \$1,000 cash or check 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 13, above. Should the City need to draw upon the deposit after said Carnival, Vendor shall restore the amount of the deposit to \$1,000 or whichever is greater.
16. 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.
17. 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.
18. 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.

19. **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  
Clint Osorio, Interim City Manager  
1700 West 162<sup>nd</sup> Street  
Gardena, California 90247

CARNIVAL: Candyland Amusements  
Ron Waldman  
18653 Ventura Blvd, # 235  
Tarzana, CA 91356

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.

20. **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.
21. **COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable laws, ordinances, codes, and regulations, of the federal, state, and local government.
22. **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.
23. **AUTHORITY TO EXECUTE.** The persons executing this agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
24. **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.

25. 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.
26. 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.
27. 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:  Ron Waldman  
Candyland Amusements

TITLE: Manager



# CITY OF GARDENA

## PLANNING & ENVIRONMENTAL QUALITY COMMISSION

CITY COUNCIL CHAMBER ■ 1700 WEST 162<sup>nd</sup> STREET ■ 7:00 P.M.  
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningandZoning@cityofgardena.org

### REPORT OF ACTIONS September 17, 2019

5. **General Plan Amendment #2-18, Zone Change #3-18, Tentative Tract Map #6-18, Site Plan Review #11-18, and Environmental Assessment #20-18**

A 114-unit townhome project on a 5.6 gross acre property, which included the request for the following entitlements: General Plan Amendment, Zone Change, Tentative Tract Map and a Site Plan Review. A Mitigated Negative Declaration (MND) and Mitigation Monitoring Program (MMP) were prepared to address the environmental impacts. The Commission considered the MND and MMP at the same time and approved those documents for the Tentative Tract Map and Site Plan Review, with the added condition that the Applicant would work with staff to reprogram existing open space areas. Additionally, the Planning Commission recommended that the City Council adopt the same for the General Plan Amendment and Zone Change.

**Project Location:** 1515 West 178<sup>th</sup> Street

**Applicant:** Jeff Weber representing Melia Homes

**Commission Action:** Commission approved Resolution No. PC 16-19 and PC No. 17-19, adopting the Mitigated Negative Declaration and Mitigation Monitoring Program for purposes of the Tentative Tract Map and Site Plan Review and recommending that the City Council adopt the same for the General Plan Amendment and Zone Change; recommending that the City Council adopt the General Plan Amendment and Zone Change; and approving the Tentative Tract Map and Site Plan subject to the Legislative approvals.

**Ayes:** *Henderson, Pierce, Langley, Jackson*

**Noes:**

**Absent:** *Sherman*

**City Clerk Action:** Receive and File

**City Council Action:** Set Public Hearing Date

6. **Site Plan Review #5-18**

A proposal to construct a new 22,402 square foot, 12-unit mixed-use housing development with 3,891 square feet of commercial use in the Commercial-Residential (C-R) zone per Gardena Municipal Code Section 18.20.02.

**Project Location:** 1112 West Gardena Boulevard (APN: 6111-0004-032, 033)

**Applicant:** Zhen Xiang Zhou

**Commission Action:** Commission approved Resolution No. PC 18-19, approving Site Plan Review #5-18.

**Ayes:** *Henderson, Pierce, Langley, Jackson*

**Noes:**

**Absent:** *Sherman*

**City Clerk Action:** Receive and File  
**City Council Action:** Call for Council Review, Appeal Decision, or Receive and File

**ALL CASE MATERIALS ARE AVAILABLE FOR REVIEW IN THE  
OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT**



# City of Gardena

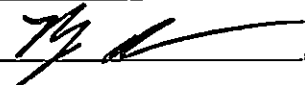

## City Council Meeting

Agenda Item No. 8. A. ( 1 )  
Department: Administrative Services  
Meeting Date: September 24, 2019

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
(HUD) CONSOLIDATED ANNUAL PERFORMANCE AND  
EVALUATION REPORT (CAPER) FOR PROGRAM YEAR 2018-2019

<b><u>COUNCIL ACTION REQUIRED:</u></b>	<b><u>Action Taken</u></b>
Receive and File CAPER for Program Year 2018-2019.	
<b><u>RECOMMENDATION AND STAFF SUMMARY:</u></b>	
<p>Staff requests that the City Council receive and file the Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2018-2019.</p> <p>The U.S. Department of Housing and Urban Development (HUD) requires that all grantees of Community Development Block Grant (CDBG) funds submit a report within 90 days of the end of the program year. The CAPER provides HUD, local officials, and the public information on the grantee's (City's) overall performance as compared to the performance goals and community needs identified in the City's Five-Year Consolidated Plan and the Annual Action Plan adopted by the City Council.</p> <p>A Staff Report detailing Program Year 2018-2019 funding allocations and expenditures is attached.</p> <p>Public Notice was published in the <i>Gardena Valley News</i> on September 5, 2019, and the draft CAPER 2018-2019 has been available for public review and comment for the required fifteen (15) day period through September 19, 2019. No comments were received during the Public Notice period.</p>	
<b><u>FINANCIAL IMPACT/COST:</u></b>	
Amount of Expense: N/A	
<b><u>ATTACHMENTS:</u></b>	
Agenda Staff Report Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2018-2019	
Submitted by <u></u> , Ray Beeman, Chief Fiscal Officer	Date: 09/24/2019
Concurred by <u></u> , Clint Osorio, Interim City Manager	Date: 09/24/2019

# CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. A. (1)  
Department: Administrative Services  
Meeting Date: September 24, 2019

**AGENDA TITLE:** U.S. Department of Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2018-2019

**RECOMMENDATION:**

Staff requests that Council receive and file the Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2018-2019.

**BACKGROUND:**

The fiscal year 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) illustrates how the City of Gardena has utilized its Community Development Block Grant (CDBG) money to benefit low-moderate income residents and meet the goals established in the Five-Year Consolidated Plan (2016-2021), as well as in the Annual Action Plan (FY 2018-2019). In FY 2018-2019, the City received \$666,187 in CDBG Entitlement funds. The following activities addressed high priority community needs as identified in the Five-Year Consolidated Plan:

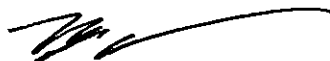
Activity Funded	Amount Allocated	Amount Expended <sup>(1)</sup>
Fiscal Year 2018-2017 Funded Projects		
Planning and Administration/Fair Housing Services	\$129,455	\$129,455
Health and Safety Code Enforcement	\$161,732	\$161,732
Handyworker Fix-Up/Residential Rebate Program	\$285,000	\$274,099
Youth and Family Services Bureau	\$90,000	\$80,326
<b>SUBTOTAL CDBG PROGRAM EXPENDITURES (FY 18/19)</b>	<b>\$666,187</b>	<b>\$645,612</b>
<b>TOTAL CDBG PROGRAM EXPENDITURES (FY18/19)</b>		<b>\$645,612</b>
<i>(1) All figures are rounded to the nearest dollar.</i>		

**IN CONCLUSION,**

As required by HUD regulations, Public Notice was published in the *Gardena Valley News* on September 5, 2019, and the draft CAPER 2018-2019 has been available for public review and comment for the required fifteen (15) day period through September 19, 2019. No comments were received during the Public Notice period.

Staff therefore requests that the City Council receive and file the 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) as submitted to the United States Department of Housing and Urban Development (HUD).

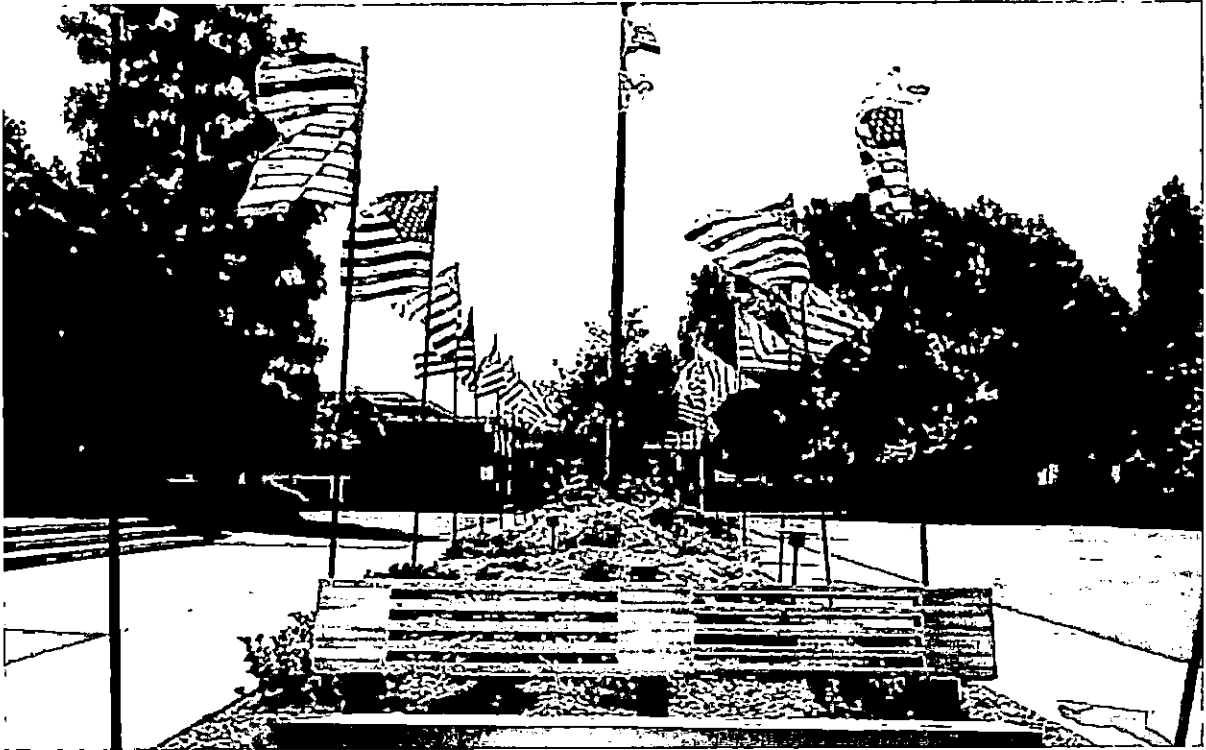
Submitted by:

  
Ray Beeman, Chief Fiscal Officer

Date: 09/24/2019



# City of Gardena



## Consolidated Annual Performance Report (CAPER)

DRAFT Program Year 2018-2019

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Prepared by Administrative Services Department  
City of Gardena 1700 West 162nd Street Gardena, CA 90247



## **CR-05 - Goals and Outcomes**

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

### **91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) provides information on the City of Gardena's third year of progress towards meeting objectives established in the City's 2016-2021 Consolidated Plan. The City received an annual CDBG allocation of \$666,187 for the 2018-2019 program year. No program income was received. Approximately \$645,612 in CDBG funds were expended during the 2018-2019 program year. As the expenditures show, the City has successfully implemented and/or completed multiple CDBG program and activities that significantly benefit its lower income residents.

During the program year, the City implemented several programs that have been instrumental in meeting the housing, public service and nonhousing needs of its lower income community. The City's public service activities assisted over 461 households with temporary housing, housing referrals and food vouchers, transportation, and other emergency services through its Youth and Family Services Program. Of these, 14 seniors were provided daycare assistance. In conjunction with the City's Code Enforcement Division, four homeowners were referred to the City's Handyworker/Rebate Program. CDBG funds were also utilized to complete 28 minor home repairs and rebates through the Handyworker Program.

The following provides a summary of the households assisted during this program year through the City's various federally funded programs:

- The number of extremely low-income owner households – 25
- The number of low-income owner households – 3
- The number of moderate-income owner households – 0
- The number of middle-income persons served – 0
- The number of middle-income persons served – 0

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Code Enforcement	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	0	0		8	22	275.00%
Code Enforcement	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		250	125	50.00%
Code Enforcement	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	347	69.40%			
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	5	4	80.00%	2	1	50.00%
Fair Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	127	101.60%	125	132	105.60%
Fair Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Other	Other	500	377	75.40%			
Housing Assistance Vouchers	Public Housing	CDBG: \$	Other	Other	630	630	100.00%			
Owner-Occupied Rehabilitation	Affordable Housing	CDBG: \$ / CalHome & State HOME Program Income: \$ / Park Land in Lieu & Proposition A Park Funds &: \$ / Proposition C& Other Federal: \$	Homeowner Housing Rehabilitated	Household Housing Unit	125	32	25.60%	5	8	160.00%

Program Administration	Planning and Administration	CDBG: \$	Other	Other	5	3	60.00%	6000	6000	100.00%
Public Facilities (Park) Improvements	Non-Housing Community Development	CDBG: \$ / CalHome & State HOME Program Income: \$ / Park Land in Lieu & Proposition A Park Funds &: \$ / Proposition C& Other Federal: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2000	3449	172.45%	2500	3449	137.96%
Public Infrastructure (Streets) Improvements	Non-Housing Community Development	CDBG: \$ / CalHome & State HOME Program Income: \$ / Park Land in Lieu & Proposition A Park Funds &: \$ / Proposition C& Other Federal: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3000	0	0.00%			
Rental Housing Rehabilitation	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	25	67	268.00%	8	22	275.00%
Services for Low & Moderate Income Persons	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	1271	254.20%	350	461	131.71%
Services for Low & Moderate Income Persons	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		2	2	100.00%
Services for Low & Moderate Income Persons	Homeless Non-Homeless Special Needs	CDBG: \$	Homelessness Prevention	Persons Assisted	10	6	60.00%			

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

As defined by the Gardena Consolidated Plan, the highest priorities for 2016-2021 listed below. Next to each priority is a brief description of how CDBG funds were used to address the specific objectives in its five-year plan.

- Planning and Administration - \$109,455 was expended to provide administrative services in the implementation of the various CDBG-funded activities and programs.
- Fair Housing Services – The City contracted with Fair Housing Council (\$20,000), a fair housing service provider, to provide fair housing outreach, education, investigation, and counseling services.
- Public Services to Help Low-Income Residents – The City's Youth and Family Services Program (which now also includes the Senior Day Care Program) was funded at \$90,000 to continue its services of providing temporary housing, housing referrals and food vouchers, transportation, and other emergency services.
- Preservation of Supply of Affordable Housing – The City implemented two programs in support of this high priority: (1) Handworker/Rebate Program (\$274,099);
- Expand the Supply of affordable housing – The City was unable to identify an eligible project to fund with CDBG monies, therefore, no additional affordable housing units were created with the assistance of this funding this year. The City will continue to seek development opportunities.
- Prevent and Eliminate Homelessness – The Youth and Family Services Program, as previously mentioned provides emergency housing, temporary housing and housing referrals (\$90,000). The program more than exceeded the annual number of assisted clients.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	567
Black or African American	321
Asian	11
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	2
<b>Total</b>	<b>901</b>
Hispanic	243
Not Hispanic	658

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

A total of 901 families (figure includes both unduplicated individuals and families) were assisted with CDBG funded fair housing services, public services, and housing rehabilitation during the program year. According to the most recent data provided by American Community Survey, the City of Gardena is comprised of the racial makeup (24.6%) White, (24.4%) African American, 348 (0.6%) Native American, 15,400 (26.2%) Asian, 426 (0.7%) Pacific Islander, 11,136 (18.9%). Hispanic or Latino of any race were 22,151 persons (37.7%). Based on the general racial makeup of the City, the racial makeup of the families assisted is consistent with the City's general racial makeup.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	666,187	645,612
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

### Narrative

For Program Year 2018-2019 , the City expended a total of \$645,612 in Community Development Block Grant (CDBG) to fund eligible CDBG activities.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Eligible Areas	25	25	CDBG Eligible Areas
Citywide	75	75	Citywide

Table 4 – Identify the geographic distribution and location of investments

### Narrative

Geographic distribution of funding is based on the nature of the activity to be funded. The City funds activities in areas most directly impacted by the needs of low- and moderate-income residents and those with other special needs.

#### City-wide programs

- Housing rehabilitation through the Handyworker Fix-Up Program is available Citywide; however, applicants are qualified based on income levels. The City hopes to reach the substandard housing and the most economically disadvantaged low- and moderate-income households in the City with different levels of housing rehabilitation assistance. The desired impact is ensuring the health, safety and welfare of low- and moderate-income persons and preserving the City's affordable housing stock. By qualifying applicants based on HUD's income limits, the City will ensure that low- and moderate-income households are the primary beneficiaries of these programs.
- Services for homeless, at-risk persons and other supportive services to at-risk youth and elderly will be distributed to residents throughout the City as well. It is anticipated, however, that the largest number of residents needing assistance will come from the low- and moderate-income areas.

#### Low and Moderate-Income Area Programs

- The Health and Safety Code Enforcement Program provides personnel and operating costs to carry out Code Enforcement in the CDBG low- and moderate-income areas, designated revitalization areas to eliminate specific conditions that are detrimental to public health and safety.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City's policy is to leverage, to the maximum extent feasible, the use of funds available in the development of affordable housing and the maintenance and preservation of existing housing and public facilities throughout the entire city. During the Program Year, the City leveraged its CDBG activities as follows:

1. Owner Occupied Housing Rehabilitation Program – The City did not utilize any State HOME program funds during this fiscal year to assist qualified owners to make needed repairs to their homes. The City relies on program income from repaid loans. No loans were repaid during the fiscal and therefore, no loans could be made.

The City does not own any property that could be used to address needs identified in the five-year plan. In addition, the City does not receive direct HOME funds and therefore, is not required to meet a matching requirement.



## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	2	2
Number of Non-Homeless households to be provided affordable housing units	100	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>102</b>	<b>2</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	630	632
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	5	39
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>630</b>	<b>632</b>

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City did meet its goal of assisting twenty-eight families in the rehabilitation of their homes during the program year. This was accomplished through the City's CDBG-funded Handyworker/Rebate program.

Due to limited CDBG resources, lack of direct HOME funding, and soaring land costs; the City was unable to produce any new affordable housing over this past year using CDBG funds. Gardena continues to look to leverage funds and combine CDBG funding with other funds to produce future housing, acquisition, and rehabilitation projects.

**Discuss how these outcomes will impact future annual action plans.**

In future years, staff will remain vigilant of the possibilities to connect with possible developers and, if available, make CDBG funding available for eligible activities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	456	0
Low-income	137	0
Moderate-income	87	0
<b>Total</b>	<b>680</b>	<b>0</b>

Table 7 – Number of Households Served

## Narrative Information

### Actions Taken to Foster and Maintain Affordable Housing

The City of Gardena fosters and maintains affordable housing through the following methods:

- **Home Improvement Programs:** The City allocated \$285,000 of its CDBG funds towards supporting single-family home improvement programs in FY 2018-2019 .
- **Housing Development:** As a primarily built-out community, Gardena has limited vacant land resources. However, the City is committed to providing a variety of new housing opportunities to meet the needs of all residents. The City continues to foster relationships with developers to encourage the development of additional low- and extremely low-income rental units.
- **Flexible Development Standards:** The City continued to offer reduced parking standards, fee reductions, and priority-processing time frames for senior and affordable housing projects are provided through the Planning Department. Additionally, the City permits the development of second units on R-1 lots with single-family dwellings. In its updated General Plan, the City has also included several mixed-use overlays that provide more flexibility in development standards.
- **Section 8 Voucher Program:** Approximately, 630 households received Section 8 vouchers through the County of Los Angeles.

### Progress in Providing Affordable Housing that Meets the Section 215 Definition

Affordable housing is generally defined as housing where the occupant is paying no more than 30 percent of gross income for gross housing costs, including utility costs. The number of households assisted with housing that meet the Section 215 definition of affordable housing for rental and homeownership are as follows:

- **Rental Housing** – The City’s Code Enforcement Division actively identifies and works with owners of rental properties to make health and safety and corrections in low and moderate-income neighborhoods.
- **Homeownership (Purchase):** Due to limited funding, the City does not provide assistance through any programs designed to help homebuyer under this definition. The City does continue to update and offer a brochure to interested homebuyers with funding and education resources.
- **Homeownership (Already Owned):** During the fiscal year, 28 households were assisted through the City’s Handyworker/Rebate Program, 25 were extremely low-income, 3 very low-income and zero low-income.

**CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City is located within the Los Angeles Homeless Services Authority (LAHSA) Continuum. The continuum provides oversight of federal homeless assistance dollars and collaborates with local communities to provide the best service to our residents who are homeless. The Los Angeles Continuum conducts quarterly community meetings and the public is invited. However, for the 2018-19 program year, and for the foreseeable future, the City of Gardena will not receive enough funds from HUD to address the needs of the homeless.

As shown in Figure 1, below, for PY 2018-19, LAHSA reported that 76 unsheltered individuals are in the City of Gardena. Thirty-one (31) were living on the streets, eleven (11) in makeshift shelters, 12 in campers and 22 in their vans or car. These numbers reflect a significant increase from the prior year count (2018) as shown in Figure 2, below. The City will continue its efforts in the prevention and reduction of homelessness by supporting the LAHSA and its outreach programs and providing referrals to public assistance programs offered by the County. Additionally, the City will continue to use CDBG funds to fund its Youth and Family Service Program that provides various services to the homeless and those at risk of becoming homeless.

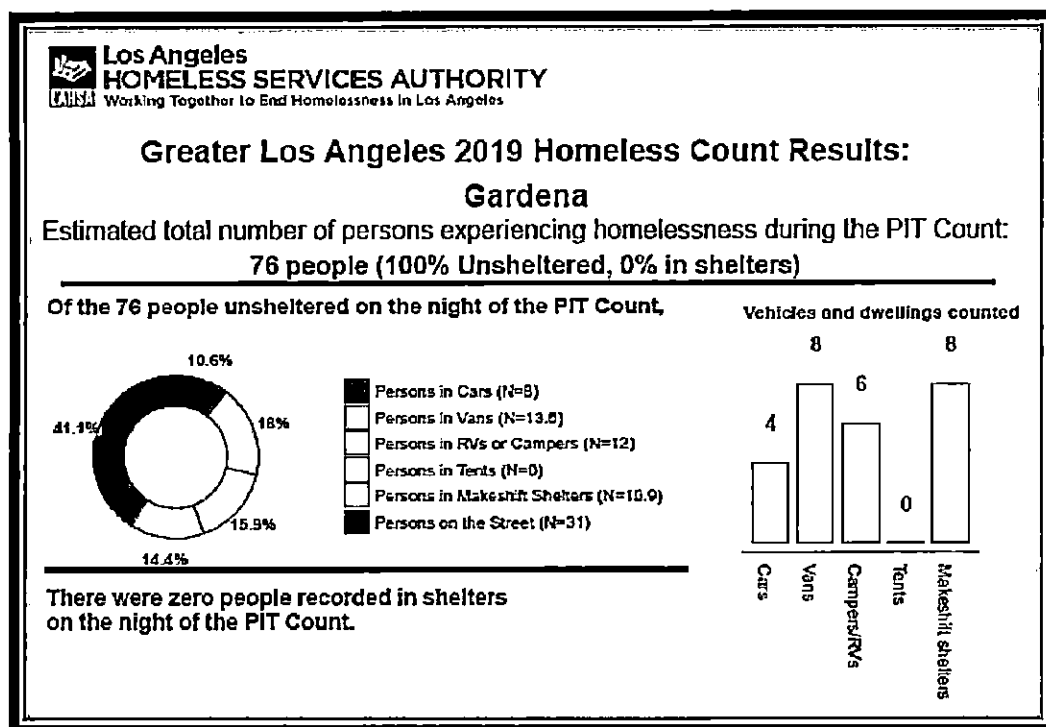


Figure 1 -2019 Homeless Count

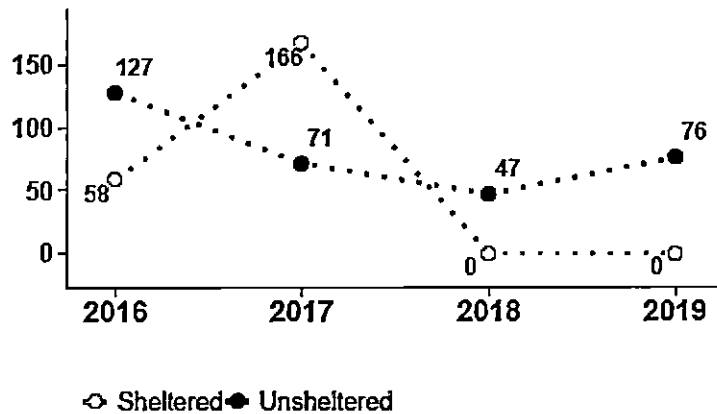
## Greater Los Angeles 2019 Homeless Count Results:

### Gardena

Estimated total number of persons experiencing homelessness during the PIT Count:

**76 people (100% Unsheltered, 0% in shelters)**

#### Sheltered and Unsheltered population PIT estimates 2016-2019



**Note:** Some data are excluded from totals, specifically unsheltered unaccompanied minors (under 18 years old), unsheltered transitional age youth (18 – 24 years old), persons in domestic violence shelters, and persons receiving motel vouchers.

**Unsheltered:** The total number of people experiencing homelessness who slept on the street or in a dwelling not meant for human habitation was estimated for each dwelling type (car, van, camper/RV, tent, or makeshift shelter) and at the SPA-level for individual and for family households. 3,873 demographic survey interviews were conducted with persons experiencing unsheltered homelessness from December 2018 to March 2019 to describe the population's demographics and approximate the number of people in each dwelling.

**In shelter:** The total number of people experiencing homelessness who slept in an emergency shelter, transitional housing, or safe haven program was reported to LAHSA by each provider and assigned to a census tract.

Figures 2 (2016 and 2019 Homeless Counts)

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City will continue its efforts in addressing the emergency shelter and transitional housing needs of the homeless by collaborating with agencies that provide shelter for the homeless. The City will also continue to fund its Youth and Family Services Program to address the homeless issue.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City will continue its efforts in helping low-income individuals and families avoid becoming homeless through its Youth, Senior and Family Services Program. Through the Youth, Senior and Family Services Program, 461 low and moderate income persons were assisted during the program year. The City will also provide referrals to public assistance programs offered by other agencies in the County.

### **Worst-Case Housing Needs and Housing Needs of Disabled Persons**

Worst-case housing needs are defined as low-income renter households who pay more than half their income for rent, live in seriously substandard housing (which includes homeless people) or have been involuntarily displaced.

During FY 2018-2019, CDBG funds assisted 680 low/moderate income residents through public services programs and activities, housing activities and nonhousing public improvements. Sixty-seven percent of residents assisted were in the extremely low-income category and twenty percent are low-income. As evidenced by this data, it is abundantly clear that there is continued need in our community. Table 7, above, includes persons assisted through the City's Handyworker/Rebate Programs and Multi-Family Code Correction program. Of the 28 households assisted through the City's Handyworker/Rebate Program, 25 were extremely low-income, 3 very low-income and zero low-income.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City will continue its efforts in helping homeless persons make the transition to permanent housing and independent living by collaborating with agencies that provide shelter for the homeless. The City will also provide referrals to public assistance programs offered by other agencies to aid in preventing the recently homeless from becoming homeless again.

**CR-30 - Public Housing 91.220(h); 91.320(j)****Actions taken to address the needs of public housing**

There are no public housing units in the City of Gardena; therefore, this section does not apply.

**Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

There are no public housing units in the City of Gardena; therefore, this section does not apply.

**Actions taken to provide assistance to troubled PHAs**

There is no public housing authority in the City of Gardena. The City relies on the County of Los Angeles Housing Authority, to address public housing needs and OCHA is not designated as troubled.

### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

In the Housing Element Update, the City has established barrier removal goals, policies and programs. The following goals will be implemented:

- Remove or reduce governmental constraints on affordable housing development.
- Continue efforts to streamline administrative procedures for granting approvals and permits.
- Review residential development standards, regulations, ordinances, review procedures and permitting fees related to the development of housing. Adjust, as appropriate, those that are determined to be a constraint to the development of housing.
- Encourage the use of density bonuses and provide other regulatory concessions to facilitate affordable housing development.
- Provide appropriate definitions and zoning designations in the Zoning Ordinance to allow and facilitate the development of housing for extremely low-income and special needs persons.
- Streamline the development process, particularly for affordable housing projects, which reduces the costs associated with holding on to land until it can be developed.

As part of the Governmental Constraints analysis for the Housing Element update, revisions to the Gardena were identified as appropriate to better facilitate the provision of a variety of housing types such as: emergency shelters, transitional housing, supportive housing, and single-room occupancy (SRO) units.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

Efforts to address obstacles to meeting underserved needs included:

- The City obtained data from the Housing Authority of the County of Los Angeles on the number of Section 8 households assisted by race, ethnicity, age and disability status. The City will compare who is being served to the demographic characteristics of the community. In this way, the City can estimate more precisely underserved populations.
- The City encouraged and supported the efforts of the Housing Authority of the County of Los Angeles to seek additional Section 8 Housing Choice Vouchers.
- The City encouraged and supported the efforts of non-profit housing development corporations to seek funding from federal, state and local sources for special needs housing.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

Staff has incorporated procedures in their rehabilitation program which ensure that the potential for lead-based paint hazards will be identified and addressed. Once properties have been deemed eligible for rehabilitation, staff selects a lead-based paint consultant to conduct a Lead-based Paint Evaluation Report prior to the bidding phase of the rehabilitation project. Once the Evaluation Report has been provided by the consultant, copies of the report are included in the bid package to bidding contractors. Based on the results of the tests, contractors include in their bid a work description and cost estimate for abatement either through their own company or an abatement sub-contractor. In addition, the City will continue to work with the County's Childhood Lead Poisoning Prevention Program to provide information to City residents on lead hazards, lead-poisoning prevention, and lead-based paint abatement.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

During the Consolidated Plan period, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. As funds become available, the City will consider allocating CDBG funds to public service agencies that offer supportive services in the fight against poverty.

The City assists in reducing the number of persons living below poverty level by continuing to fund its Youth and Family Services Program that assist with making referrals to job skill training and educational resources that assist in obtaining employment opportunities.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City's Administrative Services Department is the key department involved in the 5-year Consolidated Plan and Annual Action Plan process. The Administrative Services Department is responsible for administration of the CDBG program, including the Annual Action Plan, CAPER and program monitoring.



Additionally, the City focuses on:

- Strengthening the working relationship with the Housing Authority of the County of Los Angeles by providing input to and coordinating with that organization. Efforts to strengthen the institutional structure involves reviewing the five-year and annual plans of the Housing Authority of the County of Los Angeles, encouraging the Authority to conduct outreach to local landlords, providing information to the Authority on the location of housing suitable for disabled persons, and other similar considerations.
- Developing a working alliance with private institutions such as local lenders and associations of Realtors. Local lenders may be a source of referrals for applicants to the Residential Rehabilitation Program. Local associations of Realtors may help the City to develop ways of increasing homeownership among all populations.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City has developed an inventory of public and private housing, health and social services agencies. The City regularly updates the inventory and maintains a point of contact for each agency.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City completed a new Analysis of Impediments in May 2016 which covers the period of 2016–2020. It is important to note that carrying out this analysis alone is not considered sufficient to constitute fair housing action in and of itself. The City works with the Fair Housing Council to address the impediments identified in the report.

One of the most common impediments to Fair Housing choice is discrimination towards race and familial status. The Fair Housing Council uses a diverse pool of skilled testers to investigate complaints. When an investigation is complete, each client is advised of the findings and available legal options. Referrals are made to the U.S. Department of Housing and Urban Development (HUD) for complaints regarding lending discrimination, to the Department of Justice (DOJ) for class action cases, to the State Department of Fair Employment and Housing (DFEH), Small Claims Court and to private attorneys for other matters as appropriate. The Fair Housing Council follows the desired legal path selected by the Complainant and mediates the situation if requested to do so. Legal training seminars are available to property owners as a means to educate them on Fair Housing regulations and requirements.

The City of Gardena's goal is to ensure that all available avenues are maximized to make sure there are fair housing opportunities for all residents within the City.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

This part describes the City's compliance with the five monitoring requirements that are contained in 91.230. These requirements include topics such as standards and procedures and ensuring compliance with City housing codes.

**1. Standards and Procedures** - The City monitors each funded activity to ensure compliance with the CDBG regulations, national objectives, and subrecipient agreement. The City requires any sub-recipients to execute an agreement with specific performance measures prior to the release of funds. In addition, all records must be maintained for a five-year period. Pursuant to the CDBG contract, progress reports are required to be submitted quarterly. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements. The City further ensures compliance with the Strategic Plan and Action Plan by placing guidelines or conditions in its contracts with consultants that ensure implementation of the annual monitoring goals. All CDBG funds are disbursed on a reimbursement basis. Invoices must be submitted for payment and must include a description of activities being reimbursed. Audit reports are further required at the close of the year.

**2. Monitoring of City's Performance** - The previously described Performance Measurement System will be used to monitor the City's performance in meeting its goals and objectives as set forth in the Strategic Plan and Action Plan.

**3. Ensuring Compliance with Planning and Monitoring Requirements** - The City makes every effort to comply with all CDBG and Consolidated Plan regulations. The Citizen Participation Plan ensures input from the community prior to action to approve or amend the Consolidated Plan or Action Plan. Housing rehabilitation, construction and professional services agreements are prepared to guarantee compliance with applicable CDBG program regulations. CDBG subrecipient agreements also contain language consistent with the program regulations. Additionally, the City continues on-site monitoring of CDBG recipients and housing units assisted by State HOME funds and subject to occupancy and/or affordability covenants.

**4. Compliance with Housing Codes and On-Site Inspections** - The City has established program guidelines for all its CDBG-funded housing rehabilitation programs. The program guidelines require an initial property inspection to evaluate the current condition of the property and to prepare of written scope of work that addresses all outstanding building code and health and safety identified issues.

**5. Monitoring of Subrecipients** - As previously described, the City requires that sub-recipients maintain all records for a five-year period. Progress reports are required to be submitted quarterly. Staff conducts periodic site visits to ensure program records are in order and services are being provided in compliance with the sub-recipient agreements.

**Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City makes every effort to comply with all CDBG, HOME and Consolidated Plan regulations. The Citizen Participation Plan ensures input from the community prior to action to approve or amend the Consolidated Plan or Action Plan.

The FY 2018-2019 CAPER was made available for a 15-day public review and comment period from September 5, 2019 through September 19, 2019. Notice of public comment period was published in the *Gardena Valley News* on September 5, 2019. No comments or concerns were received.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

None.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

None.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**



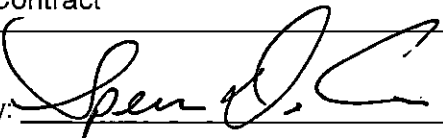
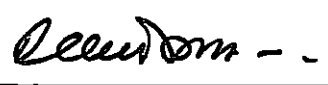
# City of Gardena

## City Council Meeting

Agenda Item No. 8. B. (1)  
Department: COMMUNITY DEVELOPMENT  
Meeting Date: 09/24/2019

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA TITLE: AWARD CONTRACT TO FILMLA TO PROVIDE FILM PERMIT SERVICES

<b>COUNCIL ACTION REQUIRED:</b> Award Contract to FilmLA	<b>Action Taken</b>
<b>RECOMMENDATION AND STAFF SUMMARY:</b> <p>It is respectfully recommended that the City Council approve the contract with FilmLA for Film Permit Services. These services include permit coordination, notification, handling of complaints, maintenance of fees, and marketing efforts.</p> <p>The City of Gardena is taking the necessary steps to further its mission of being a business-friendly destination. FilmLA benefits the film industry by providing quick answers to aid in production planning for film industry contacts. Additionally, it provides streamlined permit coordination, provides predictable, cross-jurisdictional film process procedures, and free marketing of City-owned properties.</p> <p>FilmLA production planning personnel advise production companies regarding the rules and procedures that may apply within the various jurisdictions they serve to help filmmakers navigate a range of pre-permit location issues.</p> <p>City of Gardena Benefits are, as follows:</p> <ul style="list-style-type: none"><li>• Retain approval authority;</li><li>• Reduction in paperwork and staff time;</li><li>• Potential to develop new sources of incremental revenue;</li><li>• Achieve enhanced reputation for film friendly city; and</li><li>• Ability to promote public properties.</li></ul> <p>FilmLA is the official film office for the City and County of Los Angeles. FilmLA currently serves 22 jurisdictions including El-Segundo, Santa Monica, Newport Beach, Monrovia, Vernon, and more. Since 2010, FilmLA has completed more than 273,000 permitted days of on-location film production, provided more than 100,000 permits for film industry customers, and has processed thousands of licenses for filming or parking at public area schools.</p>	
<b>FINANCIAL IMPACT/COST:</b> No Cost to the City	
<b>ATTACHMENT:</b> FilmLA Contract	
Submitted by: 	Spencer Dela Cruz, Economic Development Manager Date: <u>9/19/2019</u>
Concurred by: 	Clint Osorio, Interim City Manager Date: <u>9/19/19</u>

## CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into by and between FilmLA ("FilmLA"), a non-profit public benefit corporation, on the one hand, and the City of Gardena, a municipal corporation ("Municipality"), on the other hand.

### RECITALS

WHEREAS, since 1995, FilmLA has been engaged in providing various services in connection with the review, evaluation and handling of requests for permits to conduct on-location filming activities, including recommending some conditions on which municipalities may decide to grant permission for filming activities to take place, as well as various other services relating to such filming activities and a municipality's issuance of permits for such activities; and

WHEREAS, FilmLA has developed specialized expertise as a result of its extensive experience providing the services described in the preceding paragraph; and

WHEREAS, Municipality desires to engage FilmLA to provide, and FilmLA desires to provide for Municipality, the services described on Exhibit 1 to this Contract in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in light of the foregoing and in consideration of the covenants, representations, and agreements set forth in this Contract and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FilmLA and Municipality (collectively, the "Parties") agree as follows:

1. **Definitions.** For purposes of this Contract, the following terms shall have the indicated meanings:
  - a. "Municipality Fees" means the fees earned by Municipality relating to on-location filming in Municipality, including, but not limited to, film permit issuance fees, fees charged by Municipality departments for services provided to entertainment industry companies, fees charged by Municipality departments for use of Municipality-owned or controlled property, and clean up/repair deposits imposed when an Entertainment Industry Customer works on Municipality-owned or controlled property.
  - b. "Contract" means this Contract for Services, including any amendments to this Contract entered into by the Parties in accordance with the provisions set forth herein.
  - c. "Entertainment Industry Customer" means any person or organization that obtains through FilmLA a permit from Municipality for on-location filming activities to be conducted within Municipality.
  - d. "Film Permit Authority" means the Municipality's designated department and/or person who is authorized to release film permits on behalf of Municipality.
2. **Term of the Contract.** The term of this Contract shall be from October 1, 2019, to and including September 30, 2022, unless terminated earlier in accordance with the provisions of this Contract (the "Term").

3. **FilmLA Services.** Municipality hereby engages FilmLA to provide the services described in Exhibit 1 "Scope of Services" (the "Services") during the Term and to be Municipality's exclusive provider of such Services during the Term in connection with all on-location filming activities within the Municipality (including, without limitation, the coordination of all permits for such on-location filming activities on behalf of Municipality). Municipality agrees at all times during the Term to cooperate in good faith with FilmLA in connection with FilmLA's performance of such Services.
4. **Contract Administration.** The Contract Administrator for Municipality is the Economic Development Manager of Municipality (as may be modified from time to time by written notice to FilmLA, the "Contract Administrator") and shall have authority to act for Municipality in the administration of this contract, consistent with the provisions contained herein.
5. **Availability of Permit Records.** Municipality permits and other records relating to requests for and issuance of Municipality permits shall be made available to the Contract Administrator within a reasonable time of Municipality's request therefor.
6. **Reporting Requirements.** During the term of this Contract, FilmLA shall submit to the Contract Administrator reports and documentation as described in Exhibit 2 ("Reporting Requirements"). The reports shall be in a standard format provided by FilmLA, unless FilmLA and the Municipality Contract Administrator mutually agree to an alternative format.
7. **Municipality Fees.**
  - a. With respect to each permit requested by an Entertainment Industry Customer for on-location filming activity, the following process shall apply:
    - i. Municipality (or one or more departments thereof, as applicable) shall provide, at FilmLA's request, a list of Municipality's Fees required to be paid to Municipality in connection with such proposed on-location filming activity (the "Estimated Fees");
    - ii. FilmLA shall have the right, to release a permit for such on-location filming activity on Municipality's behalf after Municipality's Film Permit Authority has approved the on-location filming activity, and FilmLA is entitled to collect, prior to release of such permit, all Fees, including Estimated Fees, for such filming activity from such Entertainment Industry Customer. All Estimated Fees collected from any Entertainment Industry Customer shall be held in trust by FilmLA for the benefit of Municipality for the duration of the applicable filming activity.
  - b. FilmLA shall at all times maintain a cash balance at least equal to the seasonally adjusted average monthly Municipality payment during the prior fiscal year. FilmLA shall maintain as part of the general ledger in its accounting system a separate line item for the Fees collected by FilmLA on behalf of Municipality.
  - c. Municipality shall send FilmLA a monthly invoice for the actual Municipality Fees that FilmLA is obligated to pay Municipality in the aggregate with respect to all on-location filming activities completed within Municipality for such calendar month (collectively, the "Actual Municipality Fees").

- d. FilmLA shall pay in U.S. currency the Actual Municipality Fees owed to Municipality within sixty (60) calendar days from the last calendar day of the month the invoice is received by FilmLA. If FilmLA fails to pay such Municipality Fees within such sixty (60) calendar days of the date of invoice, any such unpaid Municipality Fees shall be considered delinquent and subject to a penalty of 1% of the delinquent amount. If any such Municipality Fees remains unpaid for more than 120 calendar days from the end of the month the invoice is received by Film LA, the delinquent fees and penalties shall also be subject to interest charges at the statutory legal rate of interest. Moreover, such interest on delinquent fees and penalties shall accrue from the date of invoice.

8. **FilmLA Fees.** FilmLA may charge its Entertainment Industry Customers a fee for any service FilmLA provides in connection with this Contract. However, FilmLA shall receive no monetary compensation from Municipality for the services performed in connection with this Contract. Notwithstanding the foregoing, FilmLA shall be entitled to compensation for services requested by Municipality that are beyond the scope of services in this Contract.

- a. **Customer Invoicing and Discounts.** FilmLA may invoice fees to its Entertainment Industry Customers as one or more separate charges. These fees may be identified as an “application fee”, “service charge”, “transaction fee”, or any other reasonable description. FilmLA may offer its Entertainment Industry Customers a discount for the purpose of inducing payment by cash, check or other means not involving use of a credit card, provided that FilmLA does not deduct the discount from any Municipality Fees required to be remitted to the Municipality. In the alternative, if permitted by law, FilmLA may charge a surcharge to Entertainment Industry Customers who pay by credit card.

9. **Insurance.**

- a. During the term of this Contract, FilmLA shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried in the normal course of business. Municipality shall be listed as an additional insured under such insurance.
- b. If Municipality’s insurance requirements exceed the customary coverages and limits carried by FilmLA, Municipality will be responsible for paying the additional cost of adding coverages and/or increasing limits, if any. If during the term of this Contract Municipality requires FilmLA to change the amounts and types of insurance required hereunder, Municipality shall give FilmLA 90 days advance written notice of such change.

10. **Termination.**

- a. Either of the Parties to this Contract may terminate this Contract by giving 120 days written notice to the other party. The termination will be effective 120 days after the other party receives the written notice. Contract Administrator is empowered to give such termination notice on behalf of Municipality only if authorized in writing by Municipality’s “Council”; and, if so authorized, FilmLA shall be entitled to rely on such termination notice.
- b. Municipality may immediately suspend this Contract upon the lapse of FilmLA’s insurance coverage required herein. If FilmLA has not cured the lapse of insurance within 30 days, Municipality may immediately terminate this Contract.



- c. If either of the Parties materially breaches this Contract, the party aggrieved by such breach may terminate this Contract, which termination shall be without prejudice to any other rights or claims the aggrieved party may have against the breaching party, by giving written notice of such termination to the other party not less than 45 days prior to the effective date of such termination; provided, however, that if the breaching party cures or remedies the breach within such 45-day period to the reasonable satisfaction of the aggrieved party, the aggrieved party may not terminate this Contract under this provision due to the cured or remedied breach.

#### **11. Indemnification.**

- a. Municipality shall indemnify FilmLA and hold FilmLA and FilmLA's successors, licensees and assigns and its and their respective officers, directors, and employees harmless from and against any and all claims, liabilities, damages, losses and expenses (including, without limitation, reasonable outside attorneys' fees) which may arise from any breach of any representation, warranty or agreement made by Municipality hereunder.
- b. FilmLA shall indemnify Municipality and hold Municipality and Municipality's successors, licensees and assigns and its and their respective officers, directors, and employees harmless from and against any and all claims, liabilities, damages, losses and expenses (including, without limitation, reasonable outside attorneys' fees) which may arise (i) from any breach of any representation, warranty or agreement made FilmLA hereunder, or (ii) in connection with the performance by FilmLA of the Services hereunder, other than any claim covered by the Municipality's indemnity set forth above or arising out of the Municipality's misconduct (whether negligent, willful or otherwise).

12. **Further Assurances.** At FilmLA's reasonable request, Municipality shall execute, acknowledge and deliver to FilmLA any and all additional documents consistent herewith that FilmLA may reasonably deem necessary to evidence and effectuate any and all of FilmLA's rights under this Agreement.

13. **Notices.** Notices required or relating to this Contract may be sent by first class mail postage prepaid, personal delivery or by electronic mail as follows:

If to FilmLA, at the following street and/or e-mail address:

Attn: Paul Audley, President  
6255 W. Sunset Blvd. 12<sup>th</sup> Floor  
Hollywood, CA 90028  
E-mail: [paudley@filmla.com](mailto:paudley@filmla.com)

If to Municipality, at the following street and/or e-mail address:

City of Gardena  
Attn: Spencer Dela Cruz, Economic Development Manager  
1700 W. 162<sup>nd</sup> Street  
Gardena, CA 90247  
E-mail: [sdelacruz@cityofgardena.org](mailto:sdelacruz@cityofgardena.org)

If delivered personally or by electronic mail, the notice shall be deemed delivered on the date it is actually left at the designated address or is sent electronically. If delivered by first class mail, the

notice shall be deemed delivered on the fourth business day after it is deposited in the mail. Any change in the physical or electronic mail address for notices must be given in writing.

14. **Severability.** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.
15. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.
16. **Arbitration.** The Parties agree that any legally actionable controversy or claim arising out of or relating to this Agreement, including without limitation any controversy or claim concerning the Agreement's enforcement, arbitrability, or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of the Agreement's provisions, shall be submitted to final and binding arbitration in the County of Los Angeles, State of California, as follows:
  - a. The arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Services, Inc. ("JAMS") Streamlined Arbitration Rules and Procedures in effect as of the Effective Date.
  - b. The Parties shall select a mutually acceptable arbitrator from the panel of JAMS neutrals. If the Parties are unable to agree on an arbitrator, then the selection procedures set forth in Rule 12 of the Streamlined Arbitration Rules and Procedures in effect as of the Effective Date shall apply.
  - c. The arbitrator shall apply the substantive and procedural laws of the State of California, without regard to the conflicts of law principles of such State.
  - d. The arbitrator may order such discovery as is necessary for a full and fair exploration of the issues and dispute, consistent with the expedited nature of arbitration.
  - e. The arbitrator shall hold a hearing, at which both Parties hereto may present evidence and cross-examine witnesses, prior to the arbitrator rendering a decision.
  - f. The arbitrator shall issue a written decision and award, with counterpart copies to both Parties, that sets forth the essential findings and conclusions upon which the decision and award are based.
  - g. Any appeal of the arbitrator's decision and award is limited and governed by the JAMS Arbitration Appeal Procedure in effect as of the Effective Date. Any such appeal shall be conducted in the County of Los Angeles, State of California.
  - h. The arbitrator's decision and award, or in the event a Party appeals such decision and award pursuant to this Agreement, in which case the decision of the appellate arbitration panel, shall be binding on the Parties, and judgment on that decision may be entered in any court having jurisdiction thereof.
  - i. The arbitrator's fees in connection with any such arbitration proceeding shall be shared equally between the Parties. Each Party shall bear their own attorneys' fees and costs.

- j. The Parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action or proceeding brought by either Party against the other arising out of or relating to this Agreement.

17. **Merger, Modification.** This Contract contains the entire agreement of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, discussions, representations, assurances, understandings and agreements, written and oral. FilmLA and Municipality respectively acknowledge that no other party, and no representative of any other party, has made any promises, representations, assurances or warranties whatsoever, express or implied, not contained herein to induce the entry into or performance of this Contract. Each of the Parties further acknowledges that it has not entered into or undertaken to perform this Contract in reliance on any promises, representations, assurances or warranties not expressly set forth herein. No waiver, amendment or modification of any of the provisions hereof shall be of any force or effect unless contained in writing signed by FilmLA and Municipality.

18. **Waiver, Remedies.** The failure of either of the Parties to enforce any provision of this Contract shall not be construed as a waiver of any such provision or prevent such party from thereafter enforcing such provision or any other provision of this Contract. The rights and remedies granted the Parties herein are cumulative, and the election of one right or remedy shall not constitute a waiver of such party's right to pursue all other legal remedies available under this Contract or otherwise provided by law.

19. **Force Majeure.** Municipality's duties and obligations under this Contract shall be immediately suspended without notice during all periods that the Municipality is closed because of force majeure events including, but not limited to, any fire, act of God, war, governmental action, act of terrorism, pandemic, epidemic, or any other event beyond the Municipality's control. If such an event occurs, the Municipality's duties and obligations under this Contract shall be suspended until such time as the Municipality, in its sole discretion, may safely reopen business.

Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives.

For: City of Gardena

For: FilmLA

By: \_\_\_\_\_

Tasha Cerda, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Paul Audley, President

Date: \_\_\_\_\_

Approved as to form:



Peter L. Wallin, City Attorney

## SCOPE OF SERVICES

1. FilmLA shall provide services to the Municipality in the following categories as described below:

- A. Film Permit Coordination Services.

FilmLA will assist Entertainment Industry Customer with securing film permits within the Municipality. FilmLA will operate with the following purposes:

- i. Coordinate the film permit process in a centralized manner within the parameters established by the Municipality, and consistent with any Memorandum of Agreement between the Permit Authority and FilmLA;
    - ii. Coordinate the film permit process in order to assure that filming will be conducted at such times and with the objective to limit the amount of interference within neighborhood and commercial/industrial districts;
    - iii. In coordination with the Municipality, develop and implement community outreach programs for residential and commercial/industrial districts on a proactive basis;
    - iv. In coordination with the Municipality, improve conditions relating to motion picture, television and photography activities for the Municipality's area; and,
    - v. If requested by the Municipality, attend meetings with stakeholders to mediate disputes, determine impacts of filming and other permit related activities on specific neighborhoods, participate in neighborhood council and other group meetings, answer questions of stakeholders, or discuss the economic impact of filming.

- B. Film Permit Coordination Tasks

- i. Coordinate processing of film permit applications from Entertainment Industry Customers;
    - ii. Interface with Municipality departments with respect to permit applications to obtain input in developing permit terms and conditions (including any general terms, conditions and restrictions applicable to all permits), coordination logistics relating to filming activities and perform other functions needed to assist in permit evaluation and processing;
    - iii. Ensure that the description of activity on permit applications provided to the Municipality is accurate and detailed, especially high-impact activity that is likely to generate public concern (i.e. simulated crimes in progress, screams for help, screeching tires, or other activity to be highlighted at the request of the Municipality's Permit Authority);
    - iv. Provide guidance and advice on the permit process to Entertainment Industry Customers;
    - v. Coordinate with the Municipality on the dissemination of filming related information on the internet;
    - vi. Make recommendations that reflect the needs of the community, the Municipality and the production company to Municipality departments

- with respect to the handling and processing of individual permit applications and the development of permit terms and conditions;
- vii. Provide pre-production walk-throughs to assess and mitigate impacts of proposed film activities when requested by Entertainment Industry Customers, the Municipality or when FilmLA's experience and judgment dictate;
  - viii. Upon FilmLA's receipt of approval by the Municipality's Permit Authority, FilmLA will release film permits issued by the Municipality's Permit Authority to Entertainment Industry Customers;
  - ix. FilmLA will coordinate and release permit revisions and/or extensions subsequent to the release of an original permit. However, concurrence must be obtained from the Municipality's Permit Authority;
  - x. Respond to complaints (See Exhibit 2, Section 3.);
  - xi. Provide filming data, records, reports and background information (See Exhibit 2.)
  - xii. If requested, provide advice to the Municipality regarding filming policy and the permit process;
  - xiii. If requested by Entertainment Industry Customers, the Municipality's Permit Authority or by requirement of Special Filming Conditions, provide monitor services at specified locations permitted for filming. Approval of the Municipality's Permit Authority shall be obtained prior to implementation of any policies or procedures which identify a protocol of when, where, at what time and under what circumstances and conditions FilmLA monitors will be required for permitted activity;
  - xiv. Permits shall be coordinated in a mutually agreed upon time frame which allows proper review and approval by Municipality personnel, including but not limited to: the posting of temporary no parking signage, lane, street and road closure requests; and the assignment of required Municipality personnel. All permit requests made to FilmLA, and transmitted to Municipality Departments for review, must be made in advance of the requested activity and in accordance with the existing Municipality departmental policy. The Municipality will seek to minimize required turnaround times to the extent possible.
  - xv. All requests provided to the Municipality's Permit Authority for the review and approval must contain all reviews and recommendations already obtained from Municipality departments. The comments and recommendations from various departments may be sought simultaneously. However, when department reviews are sought from departments other than the Municipality's Permit Authority, FilmLA shall include the reviews and recommendations already obtained.
  - xvi. The release of approved permits to Entertainment Industry Customers shall be accomplished in a manner that allows the Customer to understand the limitations placed upon the requested activity and allows for sufficient community notification.
  - xvii. In all instances where neighborhood filming guidelines or other Municipality policies exist that require a community survey, the community survey must be conducted in advance of the beginning of the

permitted activity, unless stated otherwise in a separate guideline or policy adopted by the Municipality Council. The community survey may be conducted by the production company or their designees.

- xviii. Maintain standard office hours a minimum of 8 a.m. to 6 p.m., Monday through Friday, with the exception of Municipality holidays.
- xix. Collect estimated Municipality fees from Entertainment Industry Customers in advance of releasing a film permit and pay the Municipality within 60 calendar days from the end of the month the Municipality's invoice is received by FilmLA
- xx. The film permit application and permit shall include language that the Customer has 90 calendar days following the completion of the permitted activity to request any refunds of fees for services not provided by a City department in connection with the permitted activity. At the conclusion of the 90 calendar day period, if no request has been made and the Contractor has determined that a refund is owed, the Contractor shall affirmatively notify the Entertainment Industry Customer in writing (electronic and/or US Mail) at either the contact information contained within the permit application or at the last known address. Such notice shall allow the Customer 30 calendar days from the date of notification (or mailing if by U.S. mail) in which to request the refund and include the applicable permit number, amount of the refund owed, the refund request form, and instructions how to claim. Said notice shall also inform the Entertainment Industry Customer that any and all unclaimed refunds shall be used to support FilmLA's 501(c)(4) public benefit purpose, including but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the City, student film projects, research and education about filming, and any other uses that promote film production in the City.

C. Notification Services. FilmLA will provide notification services. FilmLA will operate with the following purpose:

- i. Provide notification services to nearby residents, businesses and Municipality entities, of upcoming filming.

D. Notification Tasks. FilmLA shall perform the following tasks:

- i. Provide notification services, including the creation and posting of notices (giving special attention to the language needs of the community). The Municipality's Permit Authority has the right to waive notification requirements;
- ii. Ensure that the description of activity on notifications is accurate and detailed, in particular, activity that is likely to generate public concern such as screams for help, screeching tires, etc.;
- iii. Maintain detailed, accurate records related to all services provided under this contract and make available for review by the Municipality, including, but not limited to: sample notice, a map of the area where the notice was distributed to, and any issues encountered in conducting the notice and the resolution of those Issues;

- iv. Provide notification data, records and background information;
- v. Provide advice to Municipality officials and departments regarding the notification process, and;
- vi. Respond to inquiries regarding the notification process from Municipality officials.
- vii. Ensure appropriate notification radius, based on filming footprint and impact.

E. Complaint Referral Services. FilmLA will provide complaint referral services to assist with the timely resolution of community and entertainment industry complaints.

F. Complaint Referral Tasks.

- i. Receive complaints on a 24 hour/7 day a week basis and address them in a timely manner, including the appropriate referral of complaints to appropriate Municipality personnel and FilmLA;
- ii. Provide complaint data, records and background information;
- iii. Provide advice to Municipality officials and departments regarding filming policy and complaints received;
- iv. Receive and respond to complaints regarding filming from Municipality officials and departments, including the appropriate referral of complaints to appropriate Municipality personnel and FilmLA;
- v. Review written stakeholder comments and complaints and, in consultation with the Municipality, prepare written responses to the comments or complaints.
- vi. Refer complaints to appropriate Municipality personnel and FilmLA within 15 minutes if the activity is currently in progress. If there is no afterhours contact provided by a Municipality department then the call shall be referred to the Municipality's Permit Authority in a manner determined by the Municipality's Permit Authority.
- vii. If a complaint is received and the activity is no longer in progress, respond to the complaint on an initial basis within one (1) calendar day and finalize/complete any responses, including written, if necessary, within seven (7) calendar days.
- viii. Provide response services to complaints 365 days-a-year, 24 hours a-day, 7 days-a-week basis.

G. Maintenance of Records. FilmLA is expected to provide appropriate record keeping and separation of assets and liabilities related to services provided under this Contract (separate from other business activities provided by the company).

H. Municipality Fees. FilmLA shall remit all Municipality Fees monthly.

- i. FilmLA shall not deduct from any remittance to the Municipality any transaction fees or other costs incurred as a result of accepting payment from its entertainment industry customers in the form of credit card, debit, wire transfer, check, or other forms of payment.
- ii. For film permits coordinated through FilmLA, FilmLA, not the Entertainment Industry Customers, is obligated to pay to the Municipality

all Municipality Fees other than those customarily collected by the Municipality directly from the Entertainment Industry Customers. If FilmLA desires to adopt a regular business practice allowing Entertainment Industry Customers to obtain permits on credit, it may do so. However, FilmLA would still be required to remit all Municipality Fees in accordance with the Contract terms regardless of their ability to collect from individual Entertainment Industry Customers.

- iii. FilmLA may collect deposits from its Entertainment Industry Customers for permit violations or damages, which can be used to pay for fees/fines/financial penalties.
- iv. FilmLA shall act in good faith in disputing any Municipality Fees billed (either timely or late) by the Municipality, and FilmLA and the Municipality will act in good faith to resolve any such dispute within a reasonable time. Once the dispute as to any Municipality Fees is finally resolved, either by agreement between FilmLA and the Municipality or by legal action or some other agreed-upon dispute resolution method, FilmLA will pay such Municipality Fees at the same time as the next normal payment is due to the Municipality. However, payment of disputed fees shall be separated out from the normal payment.

I. Emergency Response and Coordination.

- i. FilmLA shall, as requested by Municipality, assist the Municipality in responding to unusual occurrences and large-scale emergencies when a state of emergency is declared by the Municipality, including coordinating the dissemination of emergency related information to the entertainment industry and managing related public relations, cancelling, delaying, rescheduling, relocating, revoking, or not processing permit requests.
- ii. FilmLA shall direct its staff to cooperate fully with the Municipality and follow the direction of the Contract Administrator, the Mayor, the Permit Authority, the Emergency Operations Board and the Emergency Operations Organization for the duration of the local emergency.
- iii. FilmLA shall, as requested cooperate with Municipality efforts to recover costs associated with the Emergency from the federal and state governments.

J. Marketing Program

- i. Maintain a web site providing information about Municipality owned facilities available for filming. Such site shall include photographs along with contact information for the Municipality department that schedules filming activity at the facility. If for any reason FilmLA is unable to continue providing a location library web site, it shall make available to the Municipality, free of charge, any photographs, documents, or non-proprietary systems owned by FilmLA, which compromised the location library.



## REPORTING REQUIREMENTS

1. Permit Coordination

- A. FilmLA shall submit to the Municipality Contract Administrator, within 30 business days after the end of each quarter, quarterly summaries of permit volume, amounts collected from Entertainment Industry Customers and amounts paid to the Municipality in Municipality Fees. These reports should indicate any significant changes when comparing the current quarter with previous quarters, or when appropriate, the same quarter from previous years.
- B. FilmLA shall, if requested by Municipality, submit to the Municipality Contract Administrator, on an annual basis, a report addressing the impact of Municipality policies, rules and regulations on filming in the Municipality and recommendations to improve the environment for on-location filming in the Municipality.
- C. FilmLA shall make available to the Municipality Contract Administrator a written copy of all non-proprietary policies and procedures for all aspects of the process of obtaining a film permit (financial, procedural and otherwise) and submit substantive changes to those policies and procedures within 15 days of the change. Proprietary policies and procedures shall be provided for inspection but will not be provided in a manner that creates a public record absent a court order.
- D. FilmLA shall submit a reconciliation statement and aging report with each payment of Municipality fees. The reconciliation report shall detail the fees being submitted and related permit information. The aging report shall show the amount of Municipality fees for which FilmLA has not received a final invoice from Municipality after completion of filming activity. Should the aging report show that a Municipality department has not submitted final invoices for at least 60 calendar days after completion of the filming activity, the Municipality Contract Administrator will notify the Municipality department and request submission of final invoices to FilmLA within 30 calendar days. Should the aging report show that a Municipality department has not submitted final invoices for at least 90 calendar days after completion of the filming activity, the Municipality Contract Administrator will forward the Aging report, along with detail provided by FilmLA to the Mayor and Municipality Council.

2. Notification Services

- A. FilmLA shall submit to the Municipality Contract Administrator, within 30 business days after the end of each quarter, quarterly summaries of notification volume and amounts collected from Entertainment Industry Customers for work performed in the Municipality.

3. Complaint Referral

A. FilmLA shall maintain a record of all complaints lodged by the Municipality, on behalf of the Municipality or a Municipality resident or business concerning on-location filming events in the Municipality. A report on complaints will be provided within 30 business days after the end of a quarter if requested by the Municipality Contract Administrator and/or the Municipality's Permit Authority as well as a compilation of data provided annually.

4. Financial Statements

A. Within 180 calendar days following the end of each fiscal year, FilmLA's certified annual audited financial statement.



**City of Gardena  
City Council Meeting**

**AGENDA REPORT SUMMARY**

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: September 24, 2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF GTRANS REVISED PROPOSED 2020 SERVICE CHANGES

<u>COUNCIL ACTION REQUIRED:</u> Approve Service Changes	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> <p>In 2017 GTrans hired Stantec Consulting Service, Inc. to conduct a comprehensive Line by Line Analysis of fixed route and Special Transit Service in FY18. The purpose was to provide an in-depth study of GTrans' system, evaluating the overall structure and delivery of transit services. The analysis considered the performance of the current transit network and provided an honest assessment of areas GTrans could make improvements and efficiencies that would benefit the overall network and its customers. Stantec provided recommendations designed to be implemented in a phased approach, in an effort to improve the system and maintain a more cost effective, sustainable operation. Their work included outreach to the public, surveys, and on-board ride counts.</p> <p>Out of this study came a series of phased service recommendations, the first of which GTrans has been reviewing and considering for the past several months. This review and consideration included GTrans' own trip counts and performance data, discussions with bus operators and customer service staff, and a detailed look at GTrans' five year financial forecast. On June 25, 2019, Council held a study session to review and learn more about GTrans' 2020 proposed service concepts. GTrans further developed and refined these recommendations, and began a process of soliciting feedback from its customers and community in July 2019.</p> <p>GTrans revised its initial proposals for change based on customer feedback, which are discussed in more detail in the attached Agenda Staff Report.</p> <p>Therefore, GTrans requests that Council approve the Revised Proposed 2020 Service Changes.</p>	
<u>FINANCIAL IMPACT/COST:</u> <p>Based on the proposed changes to service, GTrans anticipates \$280,350 in overall annual cost savings to GTrans. Savings would take effect with the service change implementation in January 2020. There is no impact to the General Fund.</p>	
<u>ATTACHMENTS:</u> A. Agenda Staff Report – Approve GTrans Revised Proposed 2020 Service Changes	
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Transportation Director Date <u>9/19/19</u>	
Concurred by <u>Clint Osorio</u> , Clint Osorio, Interim City Manager Date <u>9/19/19</u>	

# CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: September 24, 2019

## AGENDA TITLE:

Approve GTrans Revised Proposed 2020 Service Changes

## RECOMMENDATION:

Approve Revised Proposed Changes

## BACKGROUND:

In 2017 GTrans hired Stantec Consulting Service, Inc. to conduct a comprehensive Line by Line Analysis of fixed route and Special Transit Service in FY18. The purpose was to provide an in-depth study of GTrans' system, evaluating the overall structure and delivery of transit services. The analysis considered the performance of the current transit network and provided an honest assessment of areas GTrans could make improvements and efficiencies that would benefit the overall network and its customers. Stantec provided recommendations designed to be implemented in a phased approach, in an effort to improve the system and maintain a more cost effective, sustainable operation. Their work included outreach to the public, surveys, and on-board ride counts.

Out of this study came a series of phased service recommendations, the first of which GTrans has been reviewing and considering for the past several months. This review and consideration included GTrans' own trip counts and performance data, discussions with bus operators and customer service staff, and a detailed look at GTrans' five year financial forecast. On June 25, 2019, Council held a study session to review and learn more about GTrans' 2020 proposed service concepts. GTrans further developed and refined these recommendations, and began a process of soliciting feedback from its customers and community in July 2019.

## **Proposed Changes for 2020**

### Line 1X

Line 1X travels from Metro's Redondo Beach Station along Marine Avenue, through the City of Gardena, north to Metro's Rosecrans Station and then along the Harbor Freeway to Downtown Los Angeles. Of the five routes operated by GTrans, this route is the least productive route at 650 daily riders, equating to about 12 riders per service hour on weekdays, and costing roughly \$11.97 per boarding. Nearly 85 percent of the trips towards downtown Los Angeles have 30 percent or fewer seats occupied.

GTrans proposed maintaining peak service in the mornings and evenings, and eliminating midday service between the hours of 9:00 a.m. and 3:40 p.m. due to the low ridership and high cost to operate. The original proposal eliminated 9 trips in each direction during the midday, equating to 2,325 service hours and a cost of approximately \$348,750 to provide.

### Line 2

Line 2 is GTrans' most heavily used route, as it travels parallel to the Harbor Freeway along the two main corridors of Western Avenue and Vermont Avenue. Line 2 also connects with Metro's Vermont Green Line Station and Harbor Gateway Transit Center, providing key connections with not only Metro but with

other municipal transit operators. With over 6,000 riders on an average weekday and nearly 35 boardings per hour, this service costs about \$4.07 per boarding for weekday service.

GTrans proposed using some of the savings generated from the Line 1X changes to support minor adjustments to this route on weekday peak periods to improve on-time performance and overall service along the route. The cost to add the proposed service to Line 2 is approximately \$161,250, or 1,075 service hours.

### Line 3

Line 3 travels from the South Bay Galleria to Metro's Martin Luther King Transit Center in Compton. This route is the second most heavily used route in GTrans network, with nearly 2,000 riders on an average weekday, or approximately 30 riders per hour. At a cost of roughly \$4.81 per boarding on weekdays, it is a critical cross-town service. Because of the traffic on this route, the on-time performance is often impacted.

GTrans also provides one morning and one afternoon tripper to Bishop Montgomery High School on weekdays during the school year. This service extends from the South Bay Galleria to the school, located on Torrance Blvd., and is adjusted weekly based on the school's bell schedule. Ridership counts taken at Bishop Montgomery High School indicate that up to approximately 17 students exit the bus at Bishop in the morning and approximately 40 students ride the tripper leaving school. For the afternoon tripper leaving school, about half the students alight at Redondo Beach Blvd. and Ainsworth Ave. in Torrance. The service is designed a bit differently than the tripper service provided along other routes where schools are located. GTrans may add a bus to lines where there is overcrowding because of the heavy loads, often due to students arriving or departing a school located along a line. As an example, this is how tripper service operates along Line 2 for Gardena High School. The Bishop service is not done this same way, in that it provides an extension to a route to access a school. It is staff's understanding that the Bishop tripper was not originally designed to protect overcrowding the way it is for GTrans' other school trippers. The cost to provide this route extension has become cost prohibitive, and staff is seeking to use those resources more effectively to assist with other underserved needs in the transit system.

#### 1. Weekend Service

GTrans proposed modifying the hours operated for weekend service to align with passenger demand. Rather than operate during the same hours on both Saturday and Sunday, GTrans proposed running service on Line 3 between the hours of 7:00 a.m. and 9:00 p.m. on Saturdays, and 7:00 a.m. and 8:00 p.m. on Sundays. This proposal would cost approximately \$34,350 to modify, representing about 229 service hours.

#### 2. Bishop Montgomery High School Service Cancellation

GTrans proposed eliminating the morning and afternoon tripper to the school. The proposed elimination would take place in 2020, at the conclusion of the 2019-20 school year. In essence, students would still have this service in place for the remainder of the current school year, but the service would be eliminated for the next school year. The current cost to provide this trip is approximately \$34,650 or 231 service hours. As this service is proposed for elimination, the change would help offset the additional improvements mentioned above regarding weekend service on Line 3.

### Line 4

Line 4 operates East/West as a circulator route in and around the cities of Gardena and Hawthorne, and is one of GTrans' lowest performing routes with about 450 riders on an average weekday. The average cost per boarding is roughly \$6.73, and Line 4 carries about 20 riders per hour. The route provides a

connection to the busy Metro Harbor Gateway Transit Center. A portion of Line 4 is also duplicated by GTrans Line 1X along Marine Avenue.

GTrans proposed eliminating a segment of Line 4 operating between Hawthorne Blvd./147<sup>th</sup> St. and Crenshaw Blvd./Manhattan Beach Blvd. As this particular section of the route is already served by Line 1X, it is a duplication of service and resources that could be more effectively used on underserved bus routes throughout the rest of the service area. The cost to provide this segment of Line 4 is approximately \$208,800, or 1,392 service hours. As this service is proposed for elimination, the change would result in a cost savings for GTrans.

## **Outreach**

GTrans developed its initial proposals with the idea that the final piece of the evaluation puzzle would be feedback from customers and the community. In addition, GTrans is required to evaluate its changes in accordance with its Title VI policies governing non-discrimination in the provision of transit service. In accordance with GTrans Major Service Change Policy and Public Participation Plan recently adopted by the Council, in July 2019 GTrans embarked on a comprehensive outreach campaign.

Outreach included a detailed description of changes and ways to comment on the GTrans website, [www.ridegtrans.com](http://www.ridegtrans.com) with automated comment forms that provide comments directly back to staff. Information on the website is able to be translated into over 100 languages using Google Translate featured on the website. In addition, GTrans set up a separate service change comment email address: [proposedchanges@cityofgardena.org](mailto:proposedchanges@cityofgardena.org), which directs back to staff for collection and dissemination to GTrans planning team. Bilingual Spanish/English advertisements were placed on car cards on all GTrans buses along with detailed service change brochures, and notifications about the community meetings were placed on the bulkheads behind the bus operators. Outreach was also conducted using GTrans social media accounts through Facebook, Twitter and Instagram. The public was informed that comments would be recorded up until midnight on September 17, 2019.

With regard to the proposed elimination of the Bishop Montgomery High School tripper service, GTrans met twice with Bishop administration personnel, once in July and then again in August which included the school principal. These meetings included a description of the changes and a more detailed discussion of the reasons behind the change. GTrans also relayed that the proposed change would not take place until the end of the school year, allowing students to continue to this bus during the current year. At that time, GTrans offered to connect with affected students to assist with trip planning in advance of the change to help students get to and from school if the GTrans tripper were eliminated.

In an effort to speak directly with potentially affected customers, GTrans staff rode 53 bus trips that were designated for change or elimination: On Line 1X, Line 4 and the Line 3 Bishop school tripper. During these riders, GTrans staff was able to take feedback, provide information on the details of the change, and advertise the community meetings and public hearing. By providing bilingual Spanish/English staff at all of these events, GTrans was better able to reach GTrans limited English proficient population as outlined in its Language Assistance Plan. GTrans staff also went to major transfer points such as Metro's Harbor Gateway Transit Center and the Vermont Green Line station to provide information and take comment. Staff went to LA Southwest College, a City of Gardena Neighborhood Watch Meeting and Coffee with a Cop to also disseminate information and take public comment. GTrans also held an informative meeting at Gardena's One Stop on Western Avenue. Finally, GTrans held three, well-attended community meetings: Evening meetings at the GTrans Ballenger Room and the Hawthorne Memorial Park Community Center and a Saturday morning meeting at the City's Nakaoka Center. A formal public hearing was held in Council chambers on September 12, 2019.

## **Feedback**

Overall, GTrans received 40 comments via email, the bulk of which (36) pertained to the proposed elimination of the Bishop service. At the three community meetings, one public hearing, and one meeting at the Gardena One Stop, staff recorded 80 attendees, providing 50 comments. Roughly 50 percent of the comments were regarding the Bishop service, with 24 percent reflecting concern with the Line 1X changes.

### Line 1X Feedback

GTrans received 13 comments regarding the proposal to eliminate midday trips on Line 1X. Several commenters were commuters using the service to get back and forth to work during peak hours, and were concerned that their options for leaving work early would be eliminated if midday trips were cancelled. Staff received comments that customers preferred to take GTrans service to and from downtown Los Angeles – over Metro’s Silver Line – because of the competitive price (GTrans’ \$1.00 base fare, plus a \$1.00 zone fare) and cleanliness of the GTrans buses. Two comments were provided from customers who do not drive and take GTrans to Los Angeles to shop and run errands during the midday hours. The proposed changes would impact their ability to travel. Staff also received a comment from a Line 1X customer and student at LA Trade Tech, who is concerned about her ability to take the service to access school at non-peak hours. Comments from the Gardena One-Stop included concerns that customers traveling from Los Angeles would have a harder time coming to Gardena to access their services if midday trips were eliminated. Finally, staff received some suggestions about how GTrans could better schedule trips on this line to match demand to service.

### Line 2 Feedback

There were no comments regarding the proposal to support minor adjustments to this route on weekday peak periods to improve on-time performance and overall service along the route.

### Line 3 Feedback

#### 1. Weekend Service

There was only one comment regarding the proposal to modify the hours operated for weekend service to align with passenger demand. The commenter requested that the service end at 10:00pm on the weekends to help shoppers at the South Bay Galleria.

#### 2. Cancellation of Bishop Montgomery High School Service

The bulk of the comments received during staff’s outreach on the proposed service changes were regarding concern for the proposed cancellation of this service. GTrans received approximately 61 comments through the community meetings and via email. All of the comments expressed concern that without this service, their students would have a very difficult time getting to and from school. They felt it would be a great hardship and inconvenience to parents and students to eliminate this service. Some parents expressed a willingness to pay a higher fare to allow their children to take this bus to school. Many expressed appreciation to GTrans for having the service, in existence for decades. They felt comfortable sending their children to school on GTrans service, because they felt it was safe and reliable. Some comments disputed GTrans ridership counts, and felt the service was actually well-utilized.

### Line 4 Comments

GTrans received three comments on the proposed changes to Line 4, eliminating a segment of Line 4 operating between Hawthorne Blvd./147<sup>th</sup> St. and Crenshaw Blvd./Manhattan Beach Blvd., with concerns that some students use this route to access El Camino College and Leuzinger High School.

## Revised Changes

### Line 1X

Based on customer feedback, GTrans has revised its proposal to now only eliminate 6 midday trips, down from 9 midday trips originally proposed. GTrans will still maintain peak service in the mornings and evenings, but would eliminate midday departures northbound between the hours of 9:00 a.m. to approximately 2:00 pm; and southbound departures between the hours of 10:00 am to approximately 2:00 pm. Customers wishing to travel during the eliminated times still have the option of taking Metro's Silver Line and Torrance Transit's Line 4 service to either travel downtown or return to the South Bay to connect with other GTrans routes. The revised cost savings from eliminating 6 trips is approximately \$232,500 or 1,550 service hours.

### Line 2

GTrans will keep its original proposal and make minor adjustments to this route on weekday peak periods to improve on-time performance and overall service along the route. Line 2 will have between 3 to 8 minutes time added to bus trips during various times of the day to better reflect current traffic flow and to improve on-time performance. Again, the cost to provide this service is approximately \$161,250 or an additional 1,075 service hours.

### Line 3

#### 1. Weekend Service

GTrans will keep its original proposal to modify the hours operated for weekend service to align with passenger demand. Rather than operate during the same hours on both Saturday and Sunday, GTrans proposed running service on Line 3 between the hours of 7:00 a.m. and 9:00 p.m. on Saturdays, and 7:00 a.m. and 8:00 p.m. on Sundays. Again, the cost to provide this service is approximately \$34,350, or an additional 229 service hours.

#### 2. Cancellation of Bishop Montgomery High School Service

GTrans still recommends the cancellation of the service due to the factors described in the previous section. It is staff's understanding that the service has been provided for several decades. Based on available records and institutional memory, between the school years of 2011 and 2019, GTrans has invested approximately \$396,000. At an overall transit system level, GTrans is now working to ensure the service it provides matches the demand of its customers, in the most cost effective way. At a current annual cost of approximately \$34,650 GTrans recommends that these funds be used on other lines in GTrans' service area that are in need of additional service to address overcrowding and on-time performance concerns.

### Line 4

GTrans will keep its original proposal to eliminate a segment of Line 4 operating between Hawthorne Blvd./147<sup>th</sup> St. and Crenshaw Blvd./Manhattan Beach Blvd. Again, the cost to provide this segment of Line 4 is approximately \$208,800, or 1,392 service hours. As this service is proposed for elimination, the change would result in a cost savings for GTrans.

Please see changes to annual revenue service hours and cost implications for each proposed service change in the table below.



Line	Description of Service Change	Change in Annual Revenue Hours	Cost
Line 1X	Eliminate Six (6) Midday Trips to Downtown L.A. in Each Direction	(1,550)	(\$232,500)
Line 2	Adjust Weekday Running Times to Improve On-Time Performance	1,075	\$161,250
Line 3	Adjustments to Weekend Span of Service; Separate Saturday and Sunday Schedules	229	\$34,350
Line 3	Cancellation of Bishop Tripper	(231)	(\$34,650)
Line 4	Eliminate Line 4 Route Segment	(1,392)	(\$208,800)
Total Change		(1,869)	(\$280,350)

### Next Steps

If these changes are approved by the Council, GTrans will begin its internal preparation for the change to take effect in January/February of 2020, with the exception of the Bishop tripper which will end with the 2019-20 school year. This preparation will include developing the schedules, marketing materials, preparing for the operator bids where bus operators bid for work assignments, and dissemination of the new schedule to GTrans' customers and community.

**IN CONCLUSION**, GTrans recommends that the City Council approve the revised proposed 2020 service changes as outlined in the Staff Report.

Submitted by:

  
Ernie Crespo, Director of Transportation

Date: 9/24/2019



# City of Gardena City Council Meeting

Agenda Item No. 8.G. (2)

Department: Transportation

Meeting Date: September 24, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: PURCHASE OF THREE PARATRANSIT VEHICLES FROM CREATIVE BUS SALES FOR A TOTAL OF \$201,422.33 AND A PROJECT TOTAL OF \$211,422.33

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Purchase	

### RECOMMENDATION AND STAFF SUMMARY:

GTrans operates Special Transit Service for senior citizens and customers with physical disabilities residing in the Cities of Gardena, Hawthorne and the unincorporated Los Angeles communities of Alondra Park, Del Aire and Hawthorne Island. This service is operated using eight modified cutaway buses and minivans. GTrans is in need of immediate replacement of three of vehicles supporting this service: two minivans purchased in 2011 and one cutaway bus purchased in 2003.

GTrans is a member of the California Association for Coordinated Transportation (CALACT) and thus able to participate under an assignment clause with options authorized by CALACT/Morongo Basin Transit Authority (MBTA) under their joint procurement for Accessible Transit/Paratransit Vehicles Contract No. 15-03 from Creative Bus Sales. GTrans will purchase the following three vehicles:

Model	QTY	Price per Vehicle	Total	Notes
Starcraft Allstar Cutaway Bus – 2019 Ford E450	1	\$97,825.73	\$97,825.73	Includes 6 wheelchair positions, wheelchair lift.
Braun Entervan Minivan – Dodge Caravan Chassis	2	\$51,798.30	\$103,596.60	Can accommodate up to two wheelchairs
Total:	3	Total:	\$201,422.33	Total includes tax, DMV fees, etc.

GTrans would also like to add an additional \$10,000 as a contingency to accommodate any additional changes, such as adding new decals. These changes will only be implemented with prior authorization and approval by GTrans management.

Therefore, staff respectfully recommends that Council authorize the purchase of three paratransit vehicles from Creative Bus Sales for price of \$201,422.33, and a not-to-exceed program total of \$211,422.33, which includes a \$10,000 contingency.

### FINANCIAL IMPACT/COST:

There is no impact to the General Fund. GTrans has local capital funds available for the purchase of these vehicles.

### ATTACHMENTS:

- A. CALACT Assignment to Purchase Agreement 15-03-0391
- B. Vehicle Schematics

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director Date 9/19/19  
Concurred by Clint Osorio, Clint Osorio, Interim City Manager Date 9/19/19



Assignment to Purchase Agreement  
Assignment #15-03-0391

The CALACT-MBTA Purchasing Cooperative, "Assignor", hereby assigns to Gardena, City of, "Assignee", 3 options to purchase Transit Vehicles ("Vehicles") from the Joint Procurement Cooperative at a price and under the terms and conditions contained in Assignor's Contract No 15-03 with the Contractors awarded to on the Procurement. Only those vehicles and optional features may be purchased using the Solicitation and the purchase may only be from a Seller listed on the Schedule. Specifically, the Assignment shall have the right to purchase:

Quantity and Type of Vehicle(s):

- (2) Braun Class D
- (1) Starcraft Class C

Total # of Vehicles: 3

Such ability to purchase commenced, per terms of Contract, on 9/13/2019, and may be exercised at any time on or before 4/28/2020. Assignee must communicate any changes in the order in particular cancellation to the Cooperative as soon as possible.

The aforementioned vehicle is reassigned to Gardena, City of from the original quantity identified by the California Department of Rail and Mass Transit that was listed in Appendix C (Participants List) of RFP #15-03.

With respect to the Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principal in assigning its interest in the above-referenced assignment to purchase the Vehicles under the Contract to Assignee.

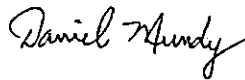
Please be advised that assignment of said vehicles does not constitute a recommendation or endorsement of this product by the Cooperative. The Assignee is responsible for its choice of vehicle product and options selected. Assignee is responsible for vehicle inspection, acceptance and enforcement of any contract provisions. Assignee agrees that any inspections necessary for delivery and acceptance of the vehicles are to be accomplished by their own qualified staff, firms on the CALACT Vehicle Inspectors list or other independent inspector pre-approved in writing and in advance by the CALACT Cooperative. While PreAward

verifications of Buy America, FMVSS and Purchaser's Requirements have been accomplished, Assignee is responsible for Post Award due diligence in this regard.

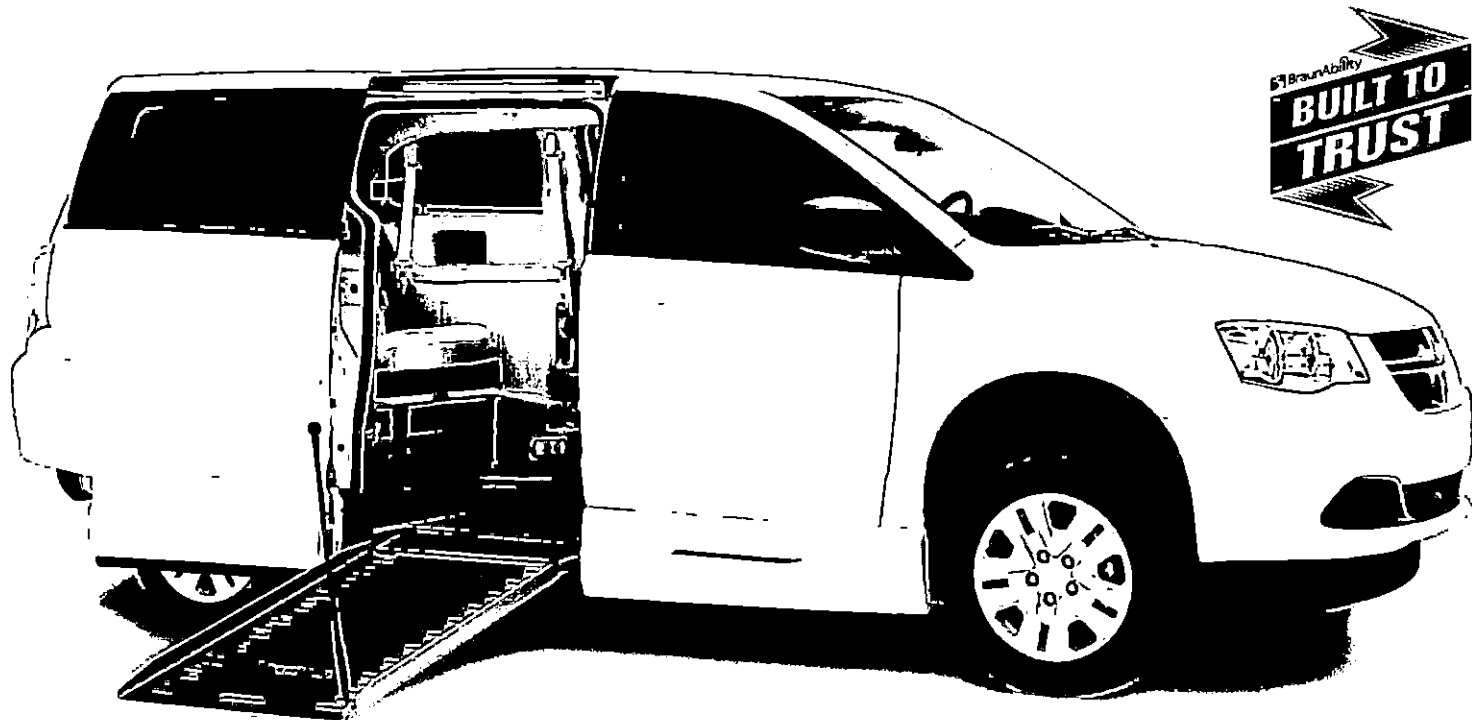
Purchasing agencies are responsible for and are to exercise due diligence in evaluating the suitability of these vehicles for their operating environment and are responsible for determining their eligibility for funding. In particular, the Cooperative urges you to review the Altoona test report for the vehicle you are purchasing.

Supporting documents for your records will be sent to your attention. Please retain these for any reviews or audits your agency will be subject to. Additional copies may be downloaded from our secure website, please contact CALACT staff for access to this.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Vehicles or any rights whatsoever assigned hereunder.

A handwritten signature in black ink that reads "Daniel Mundy". The signature is written in a cursive, flowing style.

Daniel Mundy  
Deputy Executive Director  
CALACT  
"Assignor"



## All-New BraunAbility® Dodge Simple Stow™ Infloor



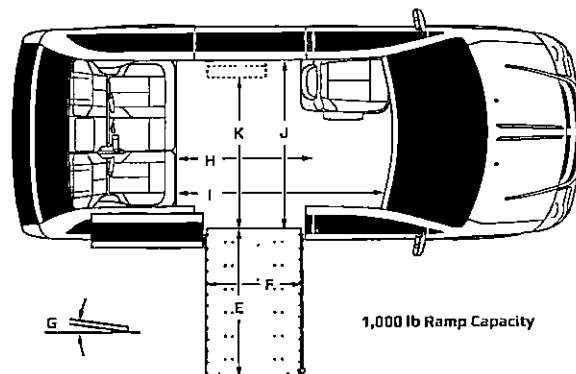
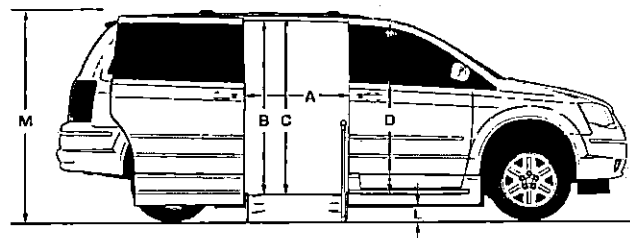
- ADA Compliant
- FMVSS Compliant
- CMVSS Compliant
- Buy America Compliant
- CARB Approved

The all-new Dodge Simple Stow™ Infloor is a cost-effective, ADA compliant conversion that allows operators to easily and safely accommodate both wheelchair and ambulatory passengers. This application features a manual infloor ramp with a stow/deploy handle for easy operation.

 **BraunAbility**

# Dodge Simple Stow™ Infloor

- ADA Compliant
- FMVSS Compliant
- CMVSS Compliant
- Buy America Compliant
- CARB Approved
- 56.25" door opening height
- All-new manual infloor ramp with stow/deploy aid
- 30" ramp width (31.625" wide with stow/deploy aid removed)
- 1,000 lb ramp capacity
- Automatic fold up/down sideplates
- Optional 2nd row 2-passenger foldaway seat
- 5" loaded ground clearance



A	Door Opening Usable Width (Slide Door)	31.5"
B	Door Opening Usable Height (Slide Door)	56.25"
C	Interior Height at Center of Van*	61"
D	Interior Height at Driver and Passenger Position*	60"
E	Ramp Length	52"
F	Ramp Width (Usable Clear Opening)	30"
G	Ramp Angle - Manual (Unloaded)	12.5°
H	Interior Floor Length (Behind Front Seats)	57"
I	Overall Interior Floor Length (Flat Area)	87"
J	Interior Width at B-Pillars	62"
K	Width - Ramp to Optional 2-Pass. Seat (Folded)	49.75"
L	<sup>1</sup> Ground Clearance (Unloaded) - <sup>2</sup> Loaded @ 1200 lbs	<sup>1</sup> 6.25" <sup>2</sup> 5"
M	Overall Vehicle Height (Unloaded)	75"

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

\* Deduct 3" off of Interior Height for Applications with Overhead DVD/Rear Heat & AC/Rail System



**ManeuverAbility**

- FIT - Plenty of wide-open interior space to maneuver the biggest chairs comfortably
- WIDTH - Widest doorway and ramp that allows you to enter and exit with confidence
- RIGIDITY - The strongest ramps with low flex so you can enter with ease
- LENGTH - A shorter ramp means greater flexibility - park your vehicle when and where you need it!

**BraunAbility**

800.488.0359 | [braunability.com/commercial](http://braunability.com/commercial)

All illustrations, descriptions and specifications in this brochure are based on the latest product information at the time of publication. BraunAbility reserves the right to make changes at any time without notice. © 2018 BraunAbility® 507045

## ► The Allstar Series | Safety. Performance. Durability.

**STARCRAFT BUS**  
a division of Forest River, Inc.



► Safety is our primary focus at Starcraft Bus, from the 3,000 lbs. seat-pull test to the rigorous 7-year/200,000 mile Altoona testing, passengers can be assured that the Allstar surpasses the most stringent testing. Bus operators can relax knowing that the fully welded steel cage construction offers the best passenger protection.

Performance is not measured by how fast the bus will go, but rather by passenger comfort. The Allstar features straight side wall construction that maximizes passenger shoulder space and the widest aisle in the industry.

Durability does not come easily or quickly. The Allstar has been time tested for close to a decade. The 22,000-plus Starcraft buses on North America's roads offer a billion reasons why the Allstar has become a favorite, and those reasons are called miles. The Allstar is engineered to accommodate a variety of seating arrangements including wheelchair accessibility and various storage options for luggage.

Starcraft Bus, a division of Forest River, Inc. is owned by Berkshire Hathaway, one of the most respected and secure companies in the industry. We continue to be the leader by providing value-packed performance, durability and safe transportation.



Allstar can also be equipped with optional rear wheelchair accessibility.

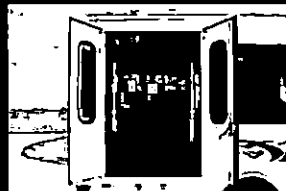
## ► Allstar Features | Features to Meet Your Specific Needs



Optional high-back seats, upholstery, padded cloth walls and ceiling, and overhead luggage racks.



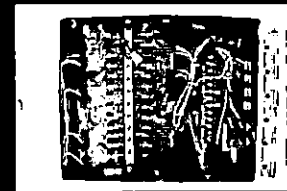
Driver's switch panel conveniently located within view of the road and not on the engine cover.



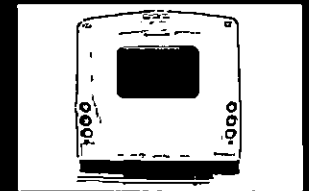
Optional double wheelchair door with top-mounted gas shocks to hold door open in windy conditions.



Optional mid-back seats, padded vinyl walls and ceiling, and wheelchair accessible.

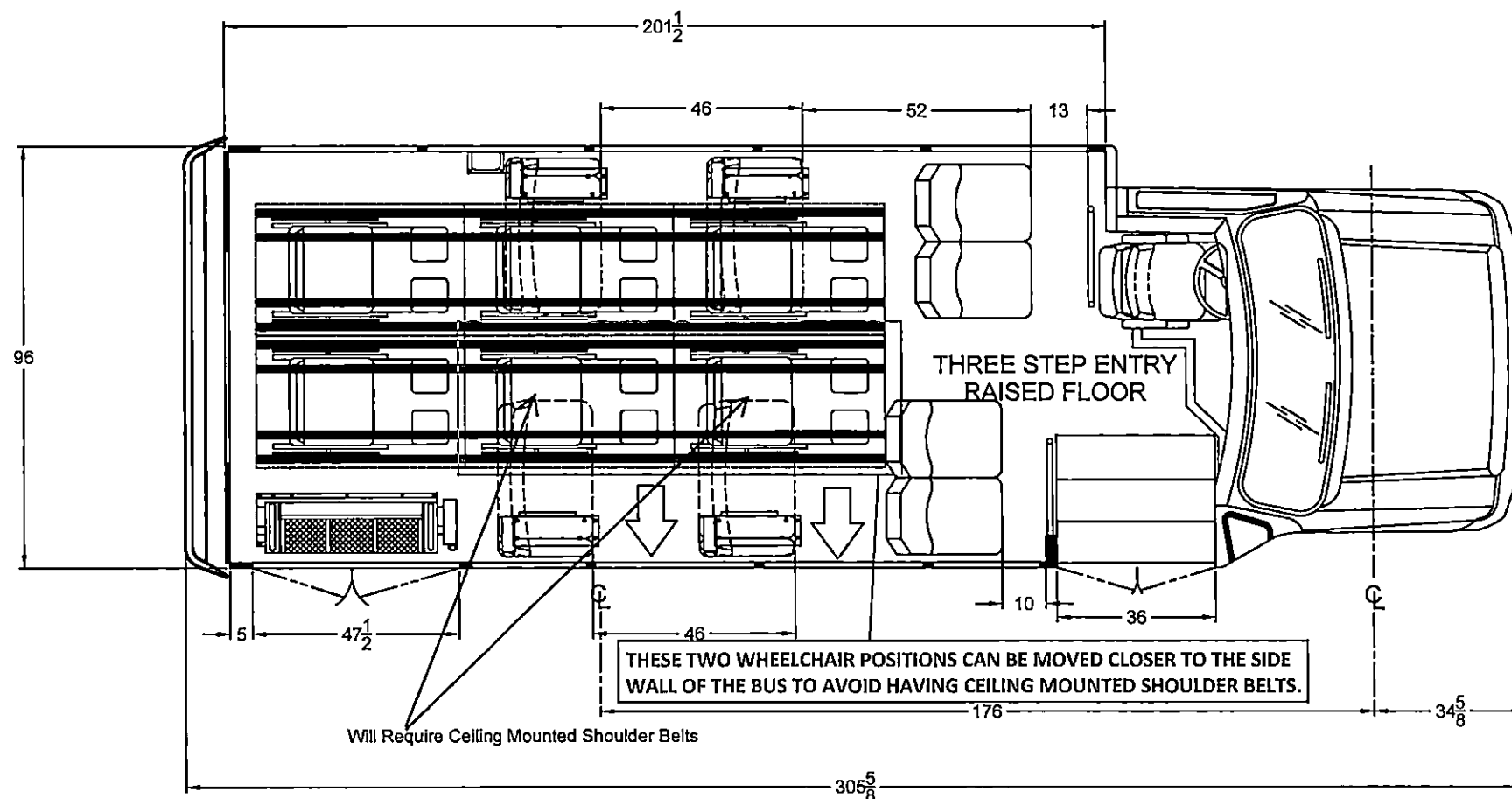


Printed electrical circuit board with LED trouble-shooting lights.



Optional fiberglass rear cap.





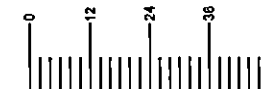
# DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

NOTE: SHOWN WITH MID HI FREEDMAN SEATS  
ALLSTAR E-450 14,500 GVWR  
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A  
COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
OPTIONAL EQUIPMENT MAY BE SHOWN.  
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

SCALE  
IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED	WOOD	OTHER	DATE: 08/22/19	TITLE: 4 6 WC 176" WB 190" BDY 25' ALLSTAR
± 1/8"	± 1/8"	± 1/16"	NAME: PWM	DWG. No. 4 6 WC 4 DB FOLDS 176 190-1 USA
± 1°	± 1°	± 1/2°		





# City of Gardena City Council Meeting

Agenda Item No. 8.G. (3)

Department: Transportation

Meeting Date: September 24, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVE AGREEMENT WITH TRAPEZE SOFTWARE GROUP d.b.a. TRIPSPARK TECHNOLOGIES FOR PURCHASE OF SCHEDULING AND OPERATIONS MANAGEMENT SOFTWARE AND FIVE YEARS OF MAINTENANCE SUPPORT, PLUS CONTINGENCY, FOR A TOTAL PROGRAM COST NOT TO EXCEED \$1,394,652

### COUNCIL ACTION REQUIRED:

Approve purchase

### Action Taken

### RECOMMENDATION AND STAFF SUMMARY:

In order for GTrans to provide daily transit service to its customers and community, the complex nature of developing and scheduling the service, bidding, and dispatching operator assignments, and providing accurate timekeeping functions are currently completed using manual processes. GTrans is ready to implement an integrated technological solution to improve efficiency, accuracy and effectiveness of managing the daily deployment of transit service.

As such, GTrans issued a Request for Proposals for a Scheduling, Operations Management and Payroll Integration System in November 2018. The RFP was issued through PlanetBids with notification to 163 vendors (including 16 DBEs) and downloaded by 29 vendors. With advertisement through DBE GoodFaith.com, as well as a number of professional transit clearinghouses for solicitations, GTrans received bids from four firms: Clever Devices, Enghouse Transportation LLC., INIT Innovations in Transportation, Inc., and Trapeze Software Group, Inc., d.b.a. TripSpark Technologies. Proposals were reviewed based on the following evaluation criteria:

Technical Capacity	30%	Price	30%
Qualifications and Experience	20%	Documentation and Warranty Terms	5%
Project Management and Approach	15%		

Following a lengthy evaluation and negotiation process, GTrans is pleased to recommend TripSpark as the most responsive and responsible proposer, with the highest overall score. The base cost of the software, development, implementation and training, and the first year of maintenance and support and applicable sales tax is \$798,987. The proposal included pricing for up to an additional five years of software maintenance, warranties and support, totaling \$468,879. Actual prices for software maintenance and support may be lower until GTrans hires additional operators and/or deploys additional peak buses.

Year 2	Year 3	Year 4	Year 5	Year 6	Total
\$87,437	\$90,498	\$93,665	\$96,943	\$100,336	\$468,879

GTrans is requesting a contingency of 10 percent, or an additional \$126,787 to accommodate any unforeseen changes to either the base contract or the maintenance and warranty costs. Such expenditures would not be allowed unless approved in advance by GTrans management.

GTrans recommends that City Council approve a contract with TripSpark for a base cost of \$798,987, and approval of five years of maintenance warranty and support totaling up to \$468,879, along with an additional 10 percent contingency (\$126,787), for a not-to-exceed program total of \$1,394,652.

### FINANCIAL IMPACT/COST:

There is no impact to the General Fund. This project is funded using existing federal grants and local capital funds obligated specifically for this project. The additional five years of maintenance costs will be included in subsequent GTrans budgets presented for Council approval.

### ATTACHMENTS:

- A. Contract Between City of Gardena and Trapeze Software Group, d.b.a TripSpark Technologies (all Exhibits are available at the City Clerk's Office)

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 9/19/2019

Concurred by Clint Osorio, Clint Osorio, Interim City Manager

Date 9/19/19

**AGREEMENT  
BETWEEN THE CITY  
OF GARDENA AND  
TRAPEZE SOFTWARE GROUP, INC.  
d.b.a. TRIPSPARK TECHNOLOGIES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. City is desirous of obtaining services and materials to purchase, install, and train a Scheduling, Operations Management, and Payroll Integration 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 agreed to by the Parties for Proposals RFP No. 2018-20 Scheduling, Operations Management, and Payroll Integration System (the "RFP"), and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.
- B. The Services shall be performed in accordance with the Project Schedule.

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 and Consultant 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 Dana Pynn 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 and incorporate therein the Scope of Work agreed to by the parties (Exhibit C of the Licensing Agreement), Consultant's proposal submitted in accordance with Section 5 of the RFP attached hereto as Exhibit A, Consultant's Software License and

Maintenance Agreement (the "Licensing Agreement") attached hereto as Exhibit B, and any applicable BAFO submitted by the Consultant. In the event of any inconsistency between the terms of the proposal and/or the Licensing Agreement and this Agreement, the following order of Precedence shall apply with the higher documents taking precedence over the lower documents:

- a) the final Agreement
- b) Licensing Agreement
- c) Consultant's BAFO
- d) Consultant's Proposal
- e) RFP terms and conditions.

6. Timing of Performance. Consultant shall use commercially reasonable efforts to meet the timelines agreed to by the parties during an operational review to 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 Milestone Schedule provided in the BAFO, 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. [Deleted].

9. Invoices and Payments.

A. Payment shall be invoiced and made as provided in Exhibit B.

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 where an assignment or transfer by Consultant is to an affiliate due to an internal corporate reorganization or as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any Services to be performed without the City's consent. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement is for the sole benefit of City and may not be assigned by City without the express written consent of Consultant.

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 acting reasonably, 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. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall be subject to federal, state, county and city laws rules and regulations and only warrants compliance to the extent of Consultant's performance under this Agreement. If any software licensed under this Agreement is "off the shelf" software such laws shall: (i) be in effect only to the extent that such clauses are applicable to the subject matter hereof, (ii) have a DBE content requirement of 0 (iii) not transfer ownership of any intellectual property; and not exceed the limitation of liability and indemnification obligations under this Agreement. Should federal, state, county or city laws, rules and regulation requirements change, including but not limited to causing the scope, schedule, or deliverable to change, then the parties agree Consultant shall be allowed an equitable adjustment, 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.

15. 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.

16. [Deleted].

17. 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 or its equivalent. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence and in the aggregate.

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 or its equivalent, including hired and non-owned autos. 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 and volunteers shall be added as additional insured to the policy.

b. The insurer shall endeavor to provide City with thirty (30) days prior written notice, of any cancellation.

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 the following:

*Bodily Injury by Accident US\$1,000,000 each accident*

*Bodily Injury by Disease US\$1,000,000 policy limit*

*Bodily Injury by Disease US\$1,000,000 each employee*

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 should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the City, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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. City shall notify Consultant in writing of changes in the insurance requirements.

E. Deductibles. Any deductible or self-insured retention over \$500,000 per occurrence must be declared to and approved by City.

F. Verification of Compliance. Consultant shall furnish City with 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 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.

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 terminate this Agreement.

18. Indemnity.

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

B. Consultant shall defend and indemnify the City, including its officials,

officers, employees, and agents from and against all 3<sup>rd</sup> party claims, suits, or causes of action for injury to any person or damage to any tangible property arising out of any intentional misconduct or negligent acts or negligent errors or negligent omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. Consultant's obligation to indemnify the City and its officials, officers, employees, and agents is subject to the City providing Consultant with prompt notice of the claim and Consulting having full and exclusive control of any defense and settlement of such claim. This indemnity shall apply to all 3<sup>rd</sup> party 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.

19. 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.

20. 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 – GTrans Attn: Dana Pynn 13999 S. Western Avenue Gardena, California, 90249 Email: <a href="mailto:dpynn@gardenabus.com">dpynn@gardenabus.com</a>	Trapeze Software Group, Inc. d.b.a. TripSpark Technologies Att: Legal Department 5265 Rockwell Drive NE Cedar Rapids, IA 52402, U.S.A.
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Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

21. 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.

22. 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. For greater certainty, the parties agree that notwithstanding any decision made by the City's authorized representative or the City's CEO in respect of a dispute in the performance of the Agreement, all claims, counterclaims, disputes and other matters in question between the City and Consultant arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Los Angeles County, California.

23. 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.

24. Entire Agreement.

A. This writing, the Scope of Work agreed to by the Parties, Consultant's proposal submitted in accordance with Section 5 of the RFP attached hereto as Exhibit A, the Licensing Agreement and any applicable BAFO submitted by the Consultant contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no other 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 or to any fees to be paid to Consultant.

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

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

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

28. 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: Trapeze Software Group, Inc. d.b.a TripSpark Technologies

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:



Peter L. Wallin

City Attorney



# SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC. d.b.a. TripSparkTechnologies ("TripSpark"), with a place of business at 5265 Rockwell Drive Ne, Cedar Rapids, IA 52402, U.S.A.

And

("Licensee") with its principal place at business at, U.S.A.

Notice Information:

If intended for TripSpark, to:

5800 Explorer Drive, 5<sup>th</sup> Floor

Mississauga, Ontario, Canada L4W 5L4

Contact: Mary Pavela

Telephone: 1-905-629-8727

If intended for Licensee, to:

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Number of Pages in this Agreement including attached Exhibits: \_\_\_\_

This Agreement (as defined below) shall apply in place of and prevail over any standard or printed terms and conditions contained or referred to in any of the Licensee's purchase orders, correspondence or elsewhere except where found in a Change Order or Amendment to the Agreement issued pursuant to the terms of the Agreement. Except where agreed to by the Parties, neither Party will be bound by such standard or printed terms and conditions. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the goods or services to be provided hereunder, have been made, other than those contained in the Agreement. The parties agree that no obligations or duties not set out expressly in the Agreement shall be imposed upon the Parties or implied by law.

Signed for and on behalf of TripSpark:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of Licensee:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOW THEREFORE**, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- “Agreement” means collectively the Agreement between The City of Gardena and TripSpark for RFP No. 2018-20 (Scheduling, Operations Management, and Payroll Integration System), the Scope of Work agreed to by the parties, TripSpark’s proposal submitted in accordance with Section 5 of the RFP attached as Exhibit A, any applicable BAFO submitted by TripSpark under the RFP, and this Software License and Maintenance Agreement effectively made between TripSpark and Licensee, and the attached schedules, all of which form an integral part of this Agreement;
- “Confidential Information” all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public.
- “Documentation” the user documentation and training materials pertaining to the Software as supplied by TripSpark;
- “Software” the certain software as identified in Schedule A of this Agreement;
- “Statement of Work” the specifications for the services to be provided by TripSpark and the Licensee, attached hereto as Schedule C;
- “Trade Secrets” the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of TripSpark;
- “TripSpark Transit Database” means the SQL proprietary databases used by the Software.
- “Upgrades” generic enhancements to the Software that TripSpark generally makes available as part of its long term software support program.

2. Software License In consideration of payments to be made by Licensee to TripSpark as set out below, TripSpark agrees as follows:

- (a) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Schedule A (“License Date”), restricted to the places of business of the Licensee, for the Licensee’s own operations, in accordance with the operational characteristics described in Schedule A.
- (b) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (c) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee’s own data, and the software may not be used on a service bureau or similar basis to process data of others.
- (d) The license to use the TripSpark Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of TripSpark software components. Unless expressly included herein, all other access rights to the TripSpark Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the TripSpark Transit Database.

- (e) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of TripSpark.
- (f) Licensee acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Licensee's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Licensee Confidential Information.

3. Software Services In accordance with the terms of Schedule B, Schedule C and Schedule D, TripSpark will perform services related to Licensee's use of the Software (the "Services"). Such services may include installation, modification, testing, training and additional services.

4. Software Acceptance Upon completing the delivery, installation, and testing of each individual TripSpark Software component, TripSpark will notify Licensee in writing. Licensee will then have twenty (20) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless TripSpark receives prior written notice outlining the nature of the perceived defects in the Software. Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity.

5. Software Warranty TripSpark warrants the individual Software component to operate in all material respects as specified in the Documentation for a period of one hundred and twenty (120) days from the date upon which the individual Software component is installed in Licensee's test environment. For any breach of this warranty, Licensee's sole and exclusive remedy and TripSpark's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of TripSpark..

TripSpark warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. No warranty is provided by TripSpark with respect to any third party licensed products and third party hardware, including but not limited to tablet devices. Separate warranties may be available from the developer, distributor, or publisher of the licensed products. TripSpark warrants to Licensee that the software, materials, analysis, data, programs and services to be delivered or rendered hereunder will be of the kind and quality designated in the Compliance Matrix attached as Exhibit E and will be performed by qualified personnel. Without waiver of Licensee's other rights or remedies, City may require TripSpark to re-perform the remedial services at its sole expense if the Services do not meet this warranty.

**The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. TripSpark does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.**

6. Software Maintenance During any annual support period for which maintenance fees have been paid in full by Licensee:

- (a) TripSpark will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;
- (b) in the event that Licensee detects any errors or defects in the Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Licensee, TripSpark will also provide Licensee with access to its software support website, and;

- (c) TripSpark will post notices of available Upgrades of the Software on its website and copies of the release notes for download. TripSpark will provide Licensee with Upgrades of the Software at no additional license fee charge.

7. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to TripSpark, for the Software license fees, service fees, and related expenses as set out in Schedule B, attached hereto. TripSpark will invoice Licensee for the Software license fees and services fees as set out in and according to Schedule B. The gross amount of the license fee is set out in Schedule A. TripSpark will invoice Licensee monthly for the Services provided, in accordance with Schedule B. The total amounts due for all service fees, modifications fees, and expenses are firm fixed amounts and will be invoiced on that basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Licensee shall pay annual maintenance fees to TripSpark as provided in Schedule B (the "Maintenance Fee"), attached hereto. This fee shall be subject to change as set out in Schedule B. Licensee shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

Licensee shall pay invoices within forty-five (45) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise TripSpark of the reasons for disputing the invoice in question. If TripSpark has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

8. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by TripSpark and include trade secrets and other confidential and proprietary information of TripSpark. Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without TripSpark's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to TripSpark for which money damages would be inadequate and would entitle TripSpark to injunctive relief and to such other remedies as may be provided by law.

9. Media and Publication Subject only to Licensee complying with any request for information according to any statutory requirements that apply to Licensee, Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of TripSpark, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding TripSpark without the prior written consent of TripSpark upon such terms as may be agreeable to TripSpark. TripSpark reserves the right to publish the results of the work done under this Agreement.

10. Force Majeure Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons there for, with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

11. Remote Access Licensee shall provide TripSpark with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable TripSpark to monitor the operation of the Software.

12. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, TripSpark will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives TripSpark prompt notice of the claim and TripSpark is permitted to have full and exclusive control of any defense and settlement. If all or any part of the Software becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the Software to make it non-infringing or

terminate this Agreement as it relates to the infringing portion of the Software. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by TripSpark, or use of the Software contrary to this Agreement or the Documentation.

13. Limitation of Liability

(a) TripSpark and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

(b) TripSpark does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

(c) TripSpark will not be liable to Licensee for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited to the amount of the license fees or Services' fee paid by Licensee in the preceding year of any claim made by Licensee for the Software or Services that is the subject of any such claim.

(e) TripSpark will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

i) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by TripSpark's gross negligence or fraudulent misrepresentation.

14. Termination The Agreement is effective as of the date of execution by the Parties and shall remain in effect until all Services are completed or until terminated as provided for herein.

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws.

- (b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.
- (c) Either party may terminate for convenience, in whole or in part, with ninety (90) days written notice.
- (d) In the event Licensee terminates this Agreement for any reason, Licensee shall pay TripSpark for all license fees and service fees then due, and all costs incurred up to and including the date of termination.
- (e) If this Agreement is terminated, Licensee will immediately return to TripSpark all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to TripSpark that all copies or partial copies of the Software, the Documentation and such other materials have been returned to TripSpark or destroyed.
- (f) Upon receipt of a termination notice, TripSpark shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to Licensee all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by TripSpark in performing the Services under this Agreement, whether completed or in progress. TripSpark 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 TripSpark, TripSpark 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
15. [Deleted].
16. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by either party after the termination of this Agreement shall survive such termination.
17. Audits In addition to Section 2 (f) of this Agreement, TripSpark may perform audit(s) on the use of the Software and Documentation. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

## SCHEDULE A

Item	Software	Operational Characteristics	Gross License Fees	Year 1 Maintenance Fees	License Date
1.	<i>FX</i>	60 Peak Vehicles	\$29,040	\$4,993	Effective date of the agreement
2.	<i>BlockBuster</i>	60 Peak Vehicles	\$44,637	\$3,857	Effective date of the agreement
2.	<i>GTFS</i>	60 Peak Vehicles	\$11,332	\$1,489	Effective date of the agreement
3.	FX-MON	60 Peak Vehicles	\$18,856	\$2,386	Effective date of the agreement
4.	COM	60 Peak Vehicles	21,646.00	\$2,924	Effective date of the agreement
	OPS	150 Employees	\$200,918	\$17,128	Effective date of the agreement
5.	OPS-SIT	150 Employees	\$19,980	\$1,677	Effective date of the agreement
6.	OPS_WEB	150 Employees	\$30,906	\$3,364	Effective date of the agreement
	OPS-MON	150 Employees	\$24,827	\$2,001	Effective date of the agreement
7.	Maintenance Import	150 Employees	12,960.00	\$1,050	Effective date of the agreement
<b>Totals</b>			<b>\$415,102</b>	<b>\$40,869</b>	

Please note, the above year 1 maintenance fees are inclusive of a 120 day warranty which results in them being lower than if they started after the warranty period.

In addition, the above licenses are for 60 peak vehicles and 150 employees to be managed within the OPS system. However, the maintenance values provided are reflective of 43 peak vehicles and 100 employees. TripSpark is able to license GTrans for the higher operational characteristics now (60 peak and 150 employees) but delay the maintenance increase (up to 3 years) until the growth is needed. That way GTrans can pay the current operational characteristics maintenance fees for the time being (43 peak vehicles and 100 employees), and GTrans would notify TripSpark when they wish to increase the use of the software. Note that:

- After the three years, the maintenance fees for the higher operational characteristics will begin regardless of the use of the software.
- Before GTrans executes the increase, they would only be allowed up to the lower characteristics (43 peak vehicles, 100 employees).

Maintenance Fees After Year 1 - 43 Peak Vehicles & 100 Employees						
1 Future Maintenance	Year 2	Year 3	Year 4	Year 5	Year 6	
2 FX	\$ 6,990	\$ 7,235	\$ 7,488	\$ 7,750	\$ 8,021	
3 BlockBuster	\$ 5,400	\$ 5,589	\$ 5,784	\$ 5,987	\$ 6,196	
4 GTFS	\$ 2,084	\$ 2,157	\$ 2,233	\$ 2,311	\$ 2,392	
5 OPS	\$ 23,980	\$ 24,819	\$ 25,688	\$ 26,587	\$ 27,517	
6 OPS-SIT	\$ 2,348	\$ 2,430	\$ 2,515	\$ 2,603	\$ 2,695	
7 OPS-WEB	\$ 4,710	\$ 4,875	\$ 5,045	\$ 5,222	\$ 5,405	
8 FX-MON	\$ 3,340	\$ 3,457	\$ 3,578	\$ 3,703	\$ 3,833	
9 OPS-MON	\$ 2,801	\$ 2,899	\$ 3,000	\$ 3,105	\$ 3,214	
10 COM	\$ 4,035	\$ 4,177	\$ 4,323	\$ 4,474	\$ 4,631	
11 Maintenance Import	\$ 1,449	\$ 1,500	\$ 1,552	\$ 1,607	\$ 1,663	

## SCHEDULE B

### Summary of Pricing and Payment Schedule

Summary of Pricing														
Description	Project Management	OPS	FX	BB	GTFS	OPS-SIT	OPS-Web	FX-MON	OPS-MON	COM	Maintenance Import	Hardware	20 Hours of Additional Training	TOTAL
Net Licenses		\$ 76,349	\$ 11,035	\$ 16,962	\$ 4,306	\$ 7,592	\$ 11,744	\$ 7,165	\$ 9,434	\$ 8,225	-			\$ 152,814
3rd Party Licenses		\$ -	\$ 4,300	\$ 3,000	\$ -	\$ -		\$ -	\$ -					\$ 7,300
Implementation Services	\$ 110,538	\$ 191,525	\$ 41,650	\$ 38,550	\$ 8,750	\$ 9,825	\$ 29,925	\$ 16,625	\$ 16,625	\$ 31,625		\$ 3,698	\$ 4,875	\$ 504,211
Expenses	\$ -	\$ 17,900	\$ 6,100	\$ 3,200	\$ -	\$ -	\$ 2,700	\$ -	\$ -	\$ 4,325			\$ 750	\$ 34,975
Management Reserve	\$ 7,863	\$ 13,125	\$ 2,625	\$ 2,625	\$ 438	\$ 875	\$ 2,188	\$ 1,313	\$ 1,313	\$ 3,063			\$ 550	\$ 35,976
<b>Total Cost (USD)</b>	<b>\$ 118,401</b>	<b>\$ 298,899</b>	<b>\$ 65,710</b>	<b>\$ 64,337</b>	<b>\$ 13,494</b>	<b>\$ 18,292</b>	<b>\$ 46,557</b>	<b>\$ 25,103</b>	<b>\$ 27,372</b>	<b>\$ 47,238</b>	<b>\$ -</b>	<b>\$ 3,698</b>	<b>\$ 6,175</b>	<b>\$ 735,275</b>

#### Payment Milestones:

<b>Milestone 1</b>	<b>Milestone 1: Contract Signing</b>	<b>-</b>	<b>25% of Software</b>
<b>Milestone 2</b>	<b>Milestone 2: Project Kick Off</b>	<b>5%</b>	
<b>Milestone 3</b>	<b>Milestone 3: Preliminary Project Design Document</b>	<b>10%</b>	
<b>Milestone 4</b>	<b>Milestone 4: Final Project Design Document</b>	<b>10%</b>	
<b>Milestone 5</b>	<b>Milestone 5: Requirements Traceability Matrix</b>	<b>5%</b>	
<b>Milestone 6</b>	<b>Milestone 6: Software Installation in Test</b>	<b>5%</b>	<b>25% of Software</b>
<b>Milestone 7</b>	<b>Milestone 7: Installation Acceptance Test</b>	<b>5%</b>	<b>25% of Software</b>
<b>Milestone 8</b>	<b>Milestone 8: Schedule and Employee Data Load</b>	<b>5%</b>	
<b>Milestone 9</b>	<b>Milestone 9: Fixed Route Scheduling End User Training</b>	<b>5%</b>	
<b>Milestone 10</b>	<b>Milestone 10: Operations Management End User Training</b>	<b>10%</b>	
<b>Milestone 11</b>	<b>Milestone 11: User Acceptance Testing</b>	<b>5%</b>	<b>25% of Software</b>
<b>Milestone 12</b>	<b>Milestone 12: Payroll Testing</b>	<b>10%</b>	
<b>Milestone 13</b>	<b>Milestone 13: Software Installation in Production</b>	<b>5%</b>	
<b>Milestone 14</b>	<b>Milestone 14: Parallel Testing</b>	<b>5%</b>	
<b>Milestone 15</b>	<b>Milestone 15: Deployment</b>	<b>5%</b>	
<b>Milestone 16</b>	<b>Milestone 16: Retention</b>	<b>10%</b>	
		<b>100%</b>	

*Note: 25% of Software license cost is \$65,856.54*



**SCHEDULE C**  
**Statement of Work**

Scheduling, Operations Management and  
Payroll Integration System

Gardena Municipal Bus Lines (GTrans)  
Gardena, CA

September 18, 2019

## **BACKGROUND**

GTrans currently provides fixed route service in the South Bay sub-region of Los Angeles County. The fixed route service is provided to passengers through five (5) fixed routes operating seven days a week with a 68 square mile service area.

GTrans does not currently have an in-house scheduling system and the existing schedules are in GIRO's HASTUS format and are created by an external consultant. The external consultant also provides GTrans with the service schedules and daily bus driver work assignments.

As part of this implementation, Trapeze is proposing the implementation of our Scheduling (FX/BB), Operations Management (OPS) and Payroll Integration Software ("the Software"). This Statement of Work (SOW) defines the services and deliverables that will be provided by Trapeze to implement this Software solution.

## **IMPLEMENTATION GOALS AND OBJECTIVES**

The primary goal of this project is to allow GTrans to manage their Fixed Route Scheduling and Operations Management services in-house and provide payroll integration to the city's current financial software system. GTrans's intention is to eliminate the reliance on external contractors for the fixed route schedule development and daily bus driver assignments. GTrans also aims to automate and streamline their processes with the proposers Software solution to remove the management of various spreadsheets for the operations management and payroll integrations.

The project approach will involve a parallel (design) and phased (deployment) implementation of the identified Fixed Route Scheduling and Operations Management Software solution where the Fixed Route Scheduling Software will be implemented in Phase 1 and the Operations Management Software in Phase 2. The project schedule will reflect the key milestones and dependencies between the components so that activities are coordinated effectively. GTrans will review and approve the design documentation, Implementation Plan, and the Requirements Traceability Matrix—which will be used for all testing activities.

## **STATEMENT OF WORK**

The purpose of this document is to provide GTrans with a quote and detailed description of the services that will be required to implement the Operations Management and Fixed Route Scheduling Software at GTrans. The following Trapeze Software modules have been included:

### **Fixed Route Scheduling**

1. FX – Fixed Route Scheduling Software
2. BlockBuster (BB) – Runcutting Software
3. General Transit Feed Specification (GTFS) Export

### **Operations Management**

1. OPS-Core
  - Bidding
  - Dispatch

- Workforce Management
  - Timekeeping
  - Yard Management
2. OPS-Web
    - Employee Information
    - Bidding
  3. OPS-Sign In Terminal (OPS-SIT)
  4. Complaints (COM), including OPS integration

The following sections describe the services to be provided by Trapeze for the implementation of the solution, as well as the effort that will be required from GTrans staff and resources.

## **TRAPEZE SERVICES**

### **PROFESSIONAL SERVICES PERSONNEL**

Trapeze has extensive experience with implementing the Trapeze FX/BB, OPS and COM solutions. This is accomplished by utilizing technical resources throughout the implementation who craft the overall design of the solution and perform extensive on-site discovery and planning meetings.

Trapeze will provide GTrans with the following professional services personnel to ensure a successful implementation of the Software:

1. **Project Manager:** The centralized point of contact for the project. Project Managers are responsible for resource allocation, scheduling, scope management, risk mitigation, and other services defined within this Statement of Work.
2. **Technical Product Specialist(s):** The primary technical point(s) of contact throughout the project. Technical Product Specialists support the design, installation, configuration, testing, implementation, training, and deployment of the Software.
3. **Development:** The Trapeze development team is responsible for designing and branding the OPS-Web Software based on the approved design documents to meet the needs of GTrans.

### **IMPLEMENTATION METHODOLOGY**

The Fixed Route Scheduling and Operations Management solution will be deployed in six (6) key stages. This document describes the Software delivery approach, defines all deliverables, and outlines the required roles, responsibilities, and resources for the proposed solution.

The following table defines the implementation stage for executing this project and their key activities:

Stage	Key Activities
Initiation	<ul style="list-style-type: none"> <li>The initiation stage is a collaborative effort between GTrans and Trapeze that documents the objectives and timelines of the project.</li> <li>At the completion of this stage, a preliminary master schedule will be developed and agreed upon.</li> </ul>
Planning and Design	<ul style="list-style-type: none"> <li>Trapeze will conduct a project kick-off to discuss project timelines and introduce all key stakeholders of the project.</li> <li>The Design stage is a joint effort between GTrans and Trapeze defines the configuration and any desired custom functionality for the Software.</li> <li>Trapeze will complete a Project Design Document to finalize the system design and all configurations.</li> </ul>
Execution	<ul style="list-style-type: none"> <li>The execution stage is where Trapeze's technical teams configure and construct each deliverable within the scope of the project, while ensuring adherence to the timeline and budget.</li> <li>All in-scope development tasks are completed during this stage.</li> <li>The solution is tested internally and delivered to GTrans.</li> <li>At the completion of this stage, the solution will be installed in GTrans's Test environment and Installation Testing will be performed.</li> </ul>
Training	<ul style="list-style-type: none"> <li>Trapeze's technical resources will meet with GTrans's technical project resources and train them on the use of the system.</li> </ul>
Testing	<ul style="list-style-type: none"> <li>GTrans will perform testing to ensure the Software functions as designed and in accordance with the requirements.</li> <li>Test Activities Include: <ul style="list-style-type: none"> <li>User Acceptance Testing</li> <li>Payroll Testing</li> <li>OPS-Web UAT Pilot Testing</li> <li>Parallel Testing</li> </ul> </li> </ul>
Deployment & Closure	<ul style="list-style-type: none"> <li>GTrans will conduct all remaining End User Training.</li> <li>This stage of the project moves the system into a Production or "live" environment where it can be used to support GTrans's operational and functional needs.</li> <li>Closure includes releasing the final deliverables, releasing project resources, communicating project closure to all stakeholders, and transitioning the project to Trapeze's long-term maintenance and support program.</li> <li>At the completion of this stage, the project will be complete and any on-going support for the deployed Software will be transitioned to Trapeze's long-term maintenance and support program.</li> </ul>

## **PROJECT IMPLEMENTATION APPROACH**

### **INITIATION**

The initiation stage defines the objectives for the project and provides an opportunity for the Trapeze project team to develop a solid understanding of GTrans's operating and technical environment and personnel. With this understanding, Trapeze will be able to effectively assign the appropriate project team and resources.

Key tasks associated with this stage include:

- Understand project goals and objectives
- Identify potential project risks and mitigation strategies
- Prepare high level project plan and plan resources
- Form project team and review roles and responsibilities

### **Roles and Responsibilities**

#### **Trapeze**

- Coordinate internal meetings to review key project tasks (listed above)
- Coordinate meetings in advance of Project Kick-Off

#### **GTrans**

- Identify a Project Manager
- Identify Subject Matter Experts
- Participate in project initiation activities

## **PLANNING AND DESIGN**

During the Planning and Design stage, the project kick-off meeting will be held and the project team will organize a series of on-site and off-site meetings with GTrans stakeholders. To assist with preparations for these discussions, GTrans will be expected to provide the Trapeze team with any operational material and/or documentation as requested. These efforts include a thorough review of current GTrans operational processes and an in-depth analysis of the project requirements and the resulting system design.

### **Project Kick-Off**

Trapeze will conduct a remote project kick-off meeting and coordinate meetings for the Project Design Review with the GTrans project team. The objective of the project kick-off will be to introduce project stakeholders, and review project scope, roles and responsibilities, key risks, and the preliminary project schedule.

The design sessions and Project Kick-off will not commence until there is agreement between Trapeze and GTrans on the preliminary project schedule. Following agreement on the preliminary schedule, Trapeze will work with GTrans to schedule the remote kick-off and on-site Project Design Review meetings.

Trapeze will provide the following documents during this stage of the project:

1. **Project Plan (MS Project):** Project schedule for the Trapeze solution implementation. GTrans will be able to provide inputs for GTrans-lead activities.
2. **Project Kick Off Presentation (MS PowerPoint):** Kick-off presentation collaboratively produced for the project kick off.

## Implementation Plan

The overall collection of documents and strategies that are gathered as part of the Initiation and Planning and Design stages will be presented to GTrans as the "Implementation Plan." Once complete, this plan will be used to determine project progress, identify variances, and ultimately coordinate the efforts of all individuals working on this project.

The Implementation Plan will include the following project artifacts:

- Project team details and escalation procedures
- Master Project Schedule
- Project Design Document (includes material for the Fixed Route Scheduling, Operations Management and Complaints Software)
- OPS Payroll Document

## Project Design Review

The Project Design Review meetings are integral to the project implementation. To perform and complete the design review, the project team will conduct a thorough in-depth analysis of GTrans current operational processes, business rules, infrastructure, and integration points. Key tasks associated with the Project Design Review include:

- Provide a Software overview session
- Review current operational policies and procedures as they relate to the Fixed Route Scheduling and Operations Management processes
- Discuss specific Software configuration items, required interfaces and customizations
- Review and finalize project timelines
- Refine the preliminary project schedule and provide GTrans with a detailed project schedule

To support the Project Design Review meetings, a Trapeze Technical Product Specialist will be on-site at GTrans offices for up to two (2) days for the Fixed Route Scheduling design meetings, up to five (5) days for the Operations Management design meetings, and up to one (1) day for the COM design meetings. These meetings will be conducted in accordance with the master project schedule.

Trapeze will use the knowledge gained in these meetings to create a single Project Design Document (PDD). The document will identify the resulting system configuration and setup as it relates to GTrans requirements and processes. Key document components will include:

- System Configuration and Setup
  - Fixed Route Stops, Routes, Trips, Blocks, Runs and Rosters
  - Employee Information
  - Bidding
  - Dispatch & SIT
  - Timekeeping & Pay Rules
- Interface Control Documents
  - Processing Rules
  - Import Table Structure
  - Pay Export Requirements
  - Schedule Import
  - Employee Import
  - Vehicle Maintenance Import
- Detailed Customization Design
  - Requirements
  - Resulting Design
- Security Profiles
- Key Future State Processes

Following completion of the preliminary PDD, Trapeze will provide GTrans with the draft document to review and provide comments. GTrans will have twenty (20) business days to complete this review, after which the Trapeze Technical Product Specialist will participate in on-site meetings with GTrans's project team to review the comments.

Following the on-site review meetings, Trapeze has included up to three (3) days of additional on-site services for the Operations Management team to perform job shadowing of front-line GTrans resources. This will allow Trapeze to better understand how the business processes and requirements as discussed during the preliminary design meetings apply to GTrans end users' day-to-day responsibilities, and it will ensure that the process mapping as documented in the PDD will be the best fit for GTrans employees.

Trapeze will revise the PDD to address GTrans's comments and feedback and will provide a final PDD. GTrans will have five (5) business days to complete this review and provide final sign off on the document. Trapeze will provide remote support during this period.



During this review process, additional functionality requirements may be identified that were not initially identified in the Requirement Traceability Matrix. Impact to project timelines and cost associated with the detailed design and resolution for these additional gaps will require review between GTrans and Trapeze.

### **OPS Payroll Document**

In conjunction with the Design Review meetings, the Operations Management team will also conduct a thorough review of GTrans's payroll rules which will be documented in an OPS Payroll Document. This document will outline, in detail, how employees are to be paid in different scenarios. This document will be the basis for the OPS Timekeeping configuration and will be maintained throughout the project as changes or variances are identified.

This document will be completed as part of the on-site Design Review meetings for the Operations Management Software.

### **Requirements Traceability Matrix**

The Requirements Traceability Matrix (RTM) is a project document that reflects the status of GTrans's requirements. Trapeze will create a Traceability Matrix that includes each solution requirement and how they relate to the specific items listed in the final PDD. It is assumed that GTrans will use the RTM during User Acceptance Testing to confirm that all requirements are met. Throughout the life cycle of the project, the RTM will be maintained and updated as agreed upon by GTrans and Trapeze.

The RTM document will define the following for each requirement that Trapeze has complied with or listed alternate compliance as part of this proposal response:

- Mapping of requirement to specific solution functionality, or project deliverable
- Stage of delivery in alignment with the project schedule (e.g. Execution Stage, Deployment stage, etc.)
- Status of requirement (ex. Open, in progress, tested, accepted, etc.)
- Review of all identified customizations

After the draft RTM document is completed, Trapeze may present an updated project schedule and cost estimates (if applicable) to be reviewed with GTrans.

### **Roles and Responsibilities**

#### **Trapeze**

- Schedule the Project Kick-Off
- Create and Update RTM
- Conduct Project Design Review meetings
- Document all business configuration items and identify remaining Software gaps in the Implementation Plan
- Update and review project timelines

## **GTrans**

- Participate in Design Review meetings
- Provide documentation on business processes, key data and existing functions
- Highlight critical processes related to the operation of all proposed Software
- Participate in a review of the Implementation Plan and provide comments and feedback

## **Deliverables**

- Project Kick-Off Presentation
- Preliminary Project Schedule (as part of Project Kick-Off)
- Draft Requirements Traceability Matrix
- Project Design Document, Interface Control Document, Payroll Document
- Detailed Project Schedule (updated as a result of final PDD)

## **EXECUTION**

Following the completion of the Planning and Design stage, the execution stage of the implementation can begin. During this stage, Trapeze will implement the Fixed Route Scheduling and Operations Management Software in two (2) phases as identified above. All subsequent sections and implementation activities will apply to both phases unless specified otherwise.

During the Execution stage, Trapeze will build and deliver the solution defined in the PDD.

### **Hardware Procurement/Staging and Site Preparation**

Once the Planning and Design stage is completed, GTrans can begin the procurement and/or staging of the network equipment and servers. All components should be configured as closely as possible to their final state in order to validate the performance of the Software.

Note that Trapeze is not responsible for the hardware procurement, installation, or configuration of items such as servers, network equipment, printers or workstations. Trapeze will provide recommendations for all hardware and service specifications as required for the proposed Trapeze Software. Additionally, a Trapeze Technical Product Specialist (TPS) will be available for consultation related to hardware or server specifications should GTrans have any questions.

### **Development**

Trapeze will develop all agreed-upon, in-scope development during the Execution stage of the project. These development items will be documented in the PDD, and any desired gaps items can also be developed at this time provided they have been addressed through the Trapeze change order process and added to the scope of this project implementation.

If additional rounds of changes or further customizations are requested due to modifications or deviations from the specifications in the approved PDD, these changes will be considered outside the scope of this proposal.

#### **FX/BB Custom Reports (Phase 1)**

The standard Trapeze FX/BB Reports will be reviewed during the Design Review process and deployed during the installation phase of the project. Trapeze has included 32 hours of development time for the design and generation of custom reports utilizing FX and/or BB data. This time may be used for the development of custom reports, such as driver paddles, operational statistics, etc. Trapeze will work with GTrans to determine the layout, contents, and parameters for any custom reports and provide an estimate of effort for each custom report during the Design Review Process. If additional time is required to complete requested customizations, it will need to be addressed through the Trapeze change order process

#### **OPS-Web Development (Phase 2)**

The Trapeze generic OPS-Web pages will be deployed as the basis for this installation. The project budget includes support to modify the generic Web Pages as per the requirements identified in the approved PDD and RTM. The following changes will be permitted as part of the Web page enhancements:

- Adding one custom logo to the OPS-Web pages that will replace the current generic logo.
- One-time modification of web page accent colors as defined in the PDD.

#### **OPS Custom Payroll Export (Phase 2)**

Trapeze will provide development services to generate a custom payroll export in CSV or flat file format. This export can be used to integrate with GTrans's Eden payroll system. The custom payroll file will include the following data elements from the Trapeze OPS system:

- Employee ID
- Payroll Code
- Job Class
- Date
- Hours
- Period

#### **Data Development**

Trapeze will develop and load ancillary data elements that are necessary for the FX/BB and OPS Software. Note that GTrans Subject Matter Experts (SMEs) are responsible for the maintaining this ancillary data throughout the project with help and support from the Trapeze technical team. The initial ancillary data will be created based on the configurations as documented in the PDD.

### Fixed Route Scheduling (Phase 1)

For GTrans's Fixed Route Scheduling data, Trapeze will investigate loading the data elements from GTrans's current scheduling system depending on the quality, amount of required data elements, and the format of the data. Any data loading will be performed once prior to Software installation, and data elements that can be loaded include:

- Bus Stops
- Schedules (up to blocks)

Trapeze will also incorporate GTrans's operational rules (blocking, runcutting, union agreement, etc.) into the FX and BlockBuster Software prior to training, where this configuration will be reviewed and finalized during training and User Acceptance Testing.

### Configuration and Rule Development (Phase 2)

Trapeze will configure all OPS work rules and progressive discipline rules as documented in the PDD. Trapeze will configure all timekeeping rules as documented in the OPS Payroll Document. If undocumented rules are requested to be configured, they will be considered outside the scope of the project.

Trapeze will be responsible for the creation and maintenance of the OPS work, progressive discipline, and timekeeping rules throughout the project. Trapeze and GTrans's project teams are responsible for testing all configuration rules to ensure they meet the requirements listed in the PDD, Pay Rules Document, and RTM.

The configuration and rule development scope is limited to standard rules in the Trapeze OPS modules being configured. Trapeze has included up to fifteen (15) days of support to configure and test work, progressive employee, bidding, workforce management, and timekeeping rules for GTrans.

This support time will be used to configure the following rule types and quantities:

- **Employee Types** – Two (2) employee types
- **Bid Types** – Four (4) bid types (example: Regular, Extraboard, Holiday and Vacation)
- **Absence Types** – Forty (40) absence types (example: Sick, Vacation, Miss Out, Jury Duty)
- **Work Types** – Ten (10) work types (example: Stand-by, Extra, Light Duty)
- **Extra Pay Types** – Five (5) extra pay types (example: Delay time, Travel Time)

Work Assignment Rules - Three work assignment rules (example: Eight Hours Rest, Maximum Work Time Rule)

- **Work Assignment Types** – Three (3) work assignment types (example Bid, Extraboard, Volunteer)
- **Incident/Accident Types** - Twenty (20) incident or accident types (example: Accident-Pending Investigation, Incident-Talking on Cell Phone)
- **Step Discipline** – One (1) step discipline rule for each accident and incident type

- **Timekeeping** – Thirty (30) overtime timekeeping rules
- **Timekeeping** – One (1) spread time timekeeping rule
- **Timekeeping** – Three (3) guarantee rules
- **Timekeeping** – One (1) rule for each of the data elements mentioned above

## Schedule Analysis and Integration (Phase 2)

The Operations Management Software requires data to be loaded from the Trapeze FX and Blockbuster Software applications. Once FX and Blockbuster have been installed and configured in GTrans's Test environment, Trapeze will test the import of schedule data into OPS and ensure it has the sufficient data developed and of sufficient quality to proceed with the subsequent project activities.

To perform this schedule data analysis, GTrans is expected to provide a database backup to the Trapeze Operations Management team to test internally, after which Trapeze will provide feedback on any configuration changes or data cleanup required within the Fixed Route Scheduling Software to ensure compatibility with Trapeze OPS.

## Internal Acceptance Testing

Internal Acceptance Testing (IAT) is completed by Trapeze before any Software is installed in GTrans's Test environment. During IAT, Trapeze Testing Specialists perform unit and regression testing in order to test all standard features for completeness and accuracy.

After unit and regression testing is completed, the Trapeze Technical Product Specialists will run through a series of tests to ensure that all Software functions properly against GTrans's specific data and configuration in a local testing environment. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks are able to be performed for GTrans. During this process Trapeze will also review the readiness of GTrans schedule data as it aligns to the resulting PDD. Trapeze may make recommendations to GTrans regarding any suggested or required modifications to GTrans schedule data.

At the conclusion of this testing activity, Trapeze will provide GTrans with pass / fail results from internal testing.

## Software Installation

Following the completion of Internal Acceptance Testing, Trapeze will work with GTrans to remotely install and configure the Software in GTrans's Test environment. Trapeze will migrate the ancillary data developed during the initial Software configuration activities.

*Note: The one-hundred and twenty (120) day Software warranty begins upon Software installation into GTrans's Test environment. Additionally, the warranty period is included in the 1<sup>st</sup> year maintenance costs.*

## Installation Testing

Installation Testing will occur after the Software has been installed in GTrans's Test environment. This testing is designed to ensure that the Software is functioning properly within GTrans's Test environment and working with any other installed Trapeze systems and/or third-party software as necessary.

During Installation Testing, GTrans will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate that the Software functions properly in GTrans's Test environment. This includes validating the following:

- Applications are connected to the appropriate database(s)
- Software functionality as required is working as designed (see below for additional details)
- All configurations and settings, as agreed to in the PDD, are functioning as expected

As part of Installation testing, Trapeze will perform Dry Run Testing to validate all requirements as outlined in the ATP are functioning as expected for each requirement that can be tested.

Upon completion of Installation Testing, Trapeze will work with GTrans to schedule training.

### **Installation RTM Testing**

Trapeze will conduct Software functionality testing in GTrans's Test environment after the Software has been installed. During this test, Trapeze will demonstrate the Software functionality as outlined in the RTM document using the Test environment (note that not all functions can be tested at this time due to the test data limitations). Trapeze will provide GTrans with pass / fail results from the Software functionality testing.

### **Schedule and Employee Data Load**

After Installation Testing is complete, Trapeze will execute the FX/BB schedule data import for the most recent service schedule / sign up period.

GTrans will use the OPS Standard Employee Import tools to load employees (employee, accruals and skills). Alternatively, GTrans will provide Trapeze Employee data in CSV format for initial loading into the Trapeze system—which will be a one-time load for the purpose of training and testing.

GTrans is expected to deploy an automated employee import process as a long-term solution if the CSV format is leveraged for the initial data load. Trapeze will be available to consult on best practices for automated employee importing processes.

### **Roles and Responsibilities**

#### **Trapeze**

- Completion of all in-scope development items
- Software configuration and data loading in Trapeze's internal environment
- Completion of Internal Acceptance Testing
- Installation of Software in GTrans's Test environment
- Initial configuration of data
- Consulting support as required

## **GTrans**

- Procure all necessary hardware
- Installation of operating system and DBMS for required hardware
- Organize and monitor data development activities
- Develop ancillary data elements as required
- IT/Network support for installation, network integration, security analysis, etc.
- Provide access to the GTrans's Test and Production environments as required
- Provide technical consulting as required

## **Deliverables**

- Installed Software in GTrans's Test environment
- Completion of RTM testing in GTrans's Test Environment
- Updated master project schedule (as necessary)

## **TRAINING**

Trapeze will define a Training Plan based on the proposed training activities in collaboration with GTrans. The Training Plan will describe the training required for the operation, maintenance, and support of the Fixed Route Scheduling and Operations Management Software. It will include a summary of the necessary pre-requisite computer skills and knowledge that GTrans trainees are expected to have prior to attending the training course.

The Training Plan will also include the training schedule, course outline, course objective, topics to be covered, required GTrans staff, time required for training, and any follow-up needs such as homework or additional meetings. It will be provided to GTrans for review in advance of the start of training and will be approved by GTrans prior to the start of any training courses.

Trapeze will deliver on-site and remote training as outlined below. Training will include courses for Subject Matter Experts (SME), as well as for Super Users and Application Support staff. The training provided will be conducted using a train-the-trainer approach in a workshop environment.

Upon receipt of the Fixed Route Scheduling and Operations Management Software training, the GTrans SME's will be responsible for developing the structure and content of the end-user training plans that will be to train front-line employees, providing the training for end-users, completing any follow up data development tasks, and testing the Software solution.

Training sessions have been included below for the FX/BlockBuster, OPS, OPS Sign-in Terminal, and OPS-Web Software applications. Training will cover how to use the Software, key Software best practices, Software configurations, and Software application maintenance practices. Trapeze will provide one (1) digital copy of all available system administrator and user guides, and each training session can be attended by up to eight (8) GTrans employees.

The following outlines the training topics to be provided:



Module	Description	Day(s)	On-site/Remote
FX/BlockBuster	System Administrator Training	1.0	On-site
	End User Training	9.0	On-site
	Additional Training (TBD)	2.5	On-site
OPS	System Administrator Training	1.0	On-site
	Bidding Training	2.0	On-site
	Yard Management Training	1.0	On-site
	Dispatch and Sign-In Terminal Training	2.0	On-site
	Workforce Training	2.0	On-site
	Timekeeping Training	2.0	On-site
OPS-Web	Employee Information	1.0	On-site
	Bidding	2.0	On-site
COM	System Administrator Training	1.0	On-site
	End User Training	2.0	On-site
	Data Development Training	1.0	On-site

### Fixed Route Scheduling Training (Phase 1)

For the Fixed Route Scheduling Software, Trapeze will work directly with the GTrans fixed route scheduling team to train end users how to operate the Trapeze FX and BlockBuster Software. All training provided will be based on Trapeze standard training agendas, and GTrans is welcome to record any training provided by Trapeze to be used solely for its internal business purposes.

The following information provides a high-level description of the Trapeze FX and BlockBuster training topics, which will be covered over the course of two (2) training trips and ten (10) days of on-site training:

#### Ancillary Data and Route Definition

Route Definition allows a transit agency to define the service that will be provided to their customers. During this session, trainees will focus on the ancillary data that must be created such as sign-up periods, garages, service groups, routes, and peak service periods. Afterwards, users will be trained on how to define stops and timing points for routes, pattern (route-variation) and stop-pattern data, and traces for all routes and patterns.

#### Trip Building

Once the ancillary and route definition data have been generated, users will focus on building trips within Trapeze FX. Users will review how to create run time intervals, build trips, and maintain this data through the tools offered in Trapeze FX. Data integrity tools are also reviewed as these functions should be used by schedulers to ensure that their data is clean for downstream systems.

## **Blocking**

During Blocking training, users will become familiar with blocking parameters, defining deadheads, and interlining trips to build vehicle schedules. At the end of this training, users will also learn how to define service exceptions, and how these exceptions are applied to trips and blocks.

## **Runcutting**

This training session focuses on runcutting in BlockBuster. Users will learn how to define their run types and runcutting parameters, as well as review the manual and automated approaches to runcutting in the Software.

## **Rostering (as necessary)**

Following the creation of runcut data, users will learn how to “roster” this data into weekly groupings of runs that operations can bid on to be paid on a weekly basis. This session will focus on defining rostering parameters, as well as the various steps and processes used to build efficient roster packages.

## **Reporting and Exports**

This training topic will focus on the standard scheduling reports, including the generation and interpretation of the reports. This training will also include how to generate a GTFS Static files set for use with Google Transit.

## **Operations Management Training (Phase 2)**

The following information provides a high-level description of the Operations Management training topics, which will be covered over the course of three (3) training trips and thirteen (13) days of on-site training:

### **System Administrator Training**

The Trapeze OPS product allows GTrans to create and maintain user profiles for each of the different functional groups using the Software. Trapeze system administration is flexible: it provides users with the ability to specify multiple user types and the OPS access those users should have. During System Administration training, user accounts, user groups, and workspace templates will be configured and assigned.

Additionally, Trapeze will provide technical training for GTrans development and integration team and train GTrans’s support team prior to Go-Live describing how to support, troubleshoot, monitor, audit and report problems.

### **Bidding Training**

The Bidding Module allows GTrans to create long term work assignments by letting employees bid on work locations and different types of work (runs, extraboard, day off relief, etc.) taking into consideration vacations, holidays, days off and employee types. During Bidding training, the SMEs will learn how to create, execute and maintain vacation, holiday and work bids. Following Bidding training, the SMEs will be expected to complete full work, vacation, and holiday bids prior to Dispatch training.

### **Yard Management Training**

On the operational day, the dispatcher and yard personnel need to monitor and process activities related to operator vehicle assignment for fixed route work, charters, and casual work. The yard management training will assist GTrans with creating and maintaining parking grids, creating and editing vehicles, and assigning blocks.

### **Dispatch and Sign-In Terminal Training**

On the operational day, the dispatcher also needs to monitor and process activities related to extraboard assignments, driver check-ins, charters, extra work, and run exceptions (splits, missed relief, re-routes). The dispatching function in OPS will assist GTrans with managing multiple extraboard and volunteer lists, assigning work to an employee and creating and modifying daily work. Users will also learn how to record absences. Following Dispatch training, the SMEs are expected to complete two (2) full weeks of Dispatch data entry (absences, work assignment changes, extra pay, etc.) prior to Timekeeping training.

### **Workforce Management Training**

The Workforce Management Module will allow GTrans to investigate absences, incidents and accidents, generate general operational statistics, and record and track disciplinary actions charged against employees.

### **Timekeeping Training**

OPS Timekeeping allows GTrans to capture an employee's work and transform it to an employee's pay. The timekeeping function in OPS is designed to help GTrans add, edit, remove and zero out timekeeping transactions. The timekeeping users will learn how to audit and analyze timekeeping records and build daily, weekly or bi-weekly payroll files.

### **OPS-Web Training (Bidding and Employee Info)**

OPS-Web allows employees to view and edit their employee information such as address, telephone number, emergency contact, absence details, performance details, incident information, enter absence requests and timekeeping details, etc.

### **COM Training**

Data Development training will guide users through the setup of the COM ancillary data. The majority of these data elements will be finalized during the Project Design phase. The required minimum data elements include:

- Feedback Types, Subtypes and Priorities
- Departments and Divisions
- Feedback Responsibilities
- Distribution Lists
- Communication Modes
- Investigator Action Types

System Administrator training will include topics related to the Software environment (properties, services, installation paths, configurations etc.), as well as topics on how to troubleshoot and manage the Trapeze application.

End User training will be used to demonstrate the Software functionality and content flow to the end users of COM Representative (feedback entry) and COM Investigator (Supervisors / Investigators). Users will also be shown how to run reports and form letters and how to send emails through the COM application.

## **Roles and Responsibilities**

### **Trapeze**

- Work with GTrans to prepare the Training Plan
- Schedule training with GTrans
- Deliver of training sessions and related content

### **GTrans**

- Ensure trainees are prepared, participate in, and are engaged in the training activities
- Complete training homework as defined in the Training Plan

## **Deliverables**

- Training Plan
- Training agenda(s)
- Completed training sessions

## **TESTING**

### **Acceptance Test Procedures**

Following the completion of all training sessions, Trapeze will update the RTM document as necessary and provide it to GTrans to be used for the Testing stage. The RTM will be used as the Acceptance Test Procedures (ATP) Document, which will be designed to clearly state the objectives for each level of testing for the respective Software components included in each Software module. The ATP document will be used to track testing progress and to ensure that the technical requirements as agreed to within the contract and as outlined in the RTM are verified during testing.

During Acceptance Testing, both Trapeze and GTrans will provide the corresponding pass/fail response for each technical requirement. GTrans will define each test case and the specific test steps for each test case. Each test case will be assigned a test number which will document the resource requirements, prerequisites, and defined pass/fail criteria. Trapeze will provide a verification check of each test case for accuracy prior to GTrans executing the testing activities outlined below.

## User Acceptance Testing

During User Acceptance Testing (UAT), GTrans SMEs will be utilizing the Software in the Test environment to ensure it responds accurately to users' input and the features and functions of the Software work as specified and outlined in the PDD and product documentation. All GTrans testing during UAT will be supported remotely by Trapeze technical resources.

In addition to the on-going remote support, Trapeze will also provide the following on-site support to assist with kicking off User Acceptance Testing:

Module	Total Days On-Site	Total Trips
Operations Management	5.0	1
Fixed Route Scheduling	2.0	1

Following the on-site UAT support, GTrans will have ten (10) business days in which to perform a round of UAT, which is expected to be a comprehensive, end-to-end test of the Software.

### Payroll Testing (Phase 2)

One of the most critical aspects of the Trapeze Operations Management Software is payroll record automation testing. To support testing of payroll records, GTrans will need to complete two (2) pay periods of fixed route operator dispatch data in order to compare with historical production payroll records. One of the pay periods should include a holiday, as it is important to test for additional complexity as a result of holiday pay rules.

During this process, the OPS Timekeeping rules delivered by Trapeze will be tested by calculating employee pay records and identifying variances with production payroll records. Variances will need to be reviewed and root causes identified by GTrans to ensure payroll is comparable between GTrans's existing system and the Trapeze Operations Management Software. Typically, variances fall into three categories:

1. Dispatch data entry errors
2. Trapeze timekeeping errors
3. Acceptable variances

It is expected that UAT and Payroll Testing will occur simultaneously for the OPS Software, where all on-going UAT and Payroll Testing support will be provided remotely aside from the initial UAT kick off trip.

Once GTrans confirms all Critical and Major defects (see the Testing Defection Review and Resolution section below for definition) are resolved, UAT and Payroll Testing will be considered to be complete, and GTrans and Trapeze will begin preparations necessary for Parallel System Acceptance Testing.

### OPS-Web Pilot Testing (Phase 2)

After the successful deployment and stabilization of the core OPS and OPS-SIT solutions in GTrans's Production Environment, Trapeze will provide GTrans with additional on-site and remote support for OPS-Web testing. Trapeze will provide up to two (2) days of on-site support to conduct pilot activities. It is expected that the OPS-Web training and testing services will be completed as part of the same on-site trip.

Pilot Testing Activities include:

- Employee registration
- Employee Information testing
- Absence Requests testing
- Bidding Requests submission and testing
- Issue Review and Resolution

GTrans is expected to identify a small group of pilot users from a single working location to participate in the OPS-Web Pilot activities. It is expected that the Pilot activities align to the execution of a work Bid in the Production environment.

It is expected that after all Major and Critical issues are resolved, GTrans SMEs will begin the rollout of OPS-Web to all employees. GTrans SME's are expected to be first-level support for end-users during the deployment stage, which includes providing support on how to use the new system, answering questions regarding functions that may be unfamiliar to employees, and reinforcing key functionality and training points.

#### Parallel System Acceptance Testing (Phase 2)

Parallel System Acceptance Testing is designed to ensure that there are no errors or omissions from the system requirements, to identify and resolve data related errors, and to ensure reports and interfaces function as expected. This will also ensure that sign-in cards are functioning and producing correct reads from the sign-in devices.

This testing activity occurs after the deployment of the OPS Software to their Production environment, and it involves GTrans utilizing the OPS Software in the Production environment to ensure it responds accurately to users' input and the features and functions of the Software work as designed.

During the parallel testing period, testing will be conducted by using the Trapeze OPS Software to mimic day-to-day production operations at the same time as the legacy system. This will verify that the OPS Software is functioning as expected and as outlined in the RTM and PDD.

GTrans and Trapeze will execute one (1) live pay period test. All parallel testing will be executed at a single location of GTrans's choosing, where Trapeze has included the following services to support parallel testing:

	Total Days On-Site	Total Trips	Locations
Parallel Test (OPS)	5.0	1	1 location

#### Testing Defect Review and Resolution

GTrans will document and prioritize any defects encountered during the testing period. Following the completion of a round of testing, GTrans will provide Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity of each defect.

The severity of defects is based on the impact that an identified defect has on GTrans's business and operations. GTrans will work with Trapeze to determine defect severity levels, which are defined as follows:

1. **Critical** – Defect causes failure of critical functionality or critical data and there is no workaround available
  - a. These can include but are not limited to:

- i. System crashing
  - ii. Non-recoverable conditions
  - iii. Data loss or corruption
  - iv. Security concerns which may lead to breach of information and misuse or severely affect the system performance and functionality
  - v. Performance defects that lead to unavailability or loss of functionality
- 2. **Major** – Defect partially impairs critical functionality. The workaround is available but obvious or difficult to execute
  - b. These can include but are not limited to:
    - i. System crashing or aborting during normal operation of a non-critical flow
    - ii. Missing functionality
    - iii. Inconsistent logic or display of data
    - iv. Slow responsiveness and underperformance of the system
    - v. Missing security or system patches, minor breach of information
- 3. **Minor** – Defects which impairs non-critical functionality with a satisfactory workaround available
  - c. These can include but are not limited to:
    - i. Minor usability issues such as inconsistent display
    - ii. Tab/shortcut keys not working
    - iii. Missing input validation
    - iv. System recoverable errors

GTrans will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make best reasonable effort to resolve issues in priority order.

At the completion of each round of testing, Trapeze will work to resolve all Critical and Major defects (if any exist). If an updated Software build is required to resolve the defect, Trapeze may provide a candidate build (available nightly) to demonstrate a solution to GTrans but will provide an official monthly release build that encompasses all defect fixes for retesting prior to final signoff on the defect. After the Critical and Major defects have been addressed and the official monthly release is delivered, GTrans will test and validate that these defects have been resolved by executing retests of the affected test cases.

If no Critical or Major defects are identified in the initial round of testing, the Software will be deemed accepted and deployed in GTrans's Production environment. If defects are identified, Trapeze will evaluate them and work to resolve all confirmed defects, after which GTrans will validate their resolution by executing another round of testing.

Once GTrans confirms that all Critical and Major defects are resolved for a testing round, the testing round will be considered complete. Remaining Minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new Software builds to address these defects after deployment as necessary.

## Roles and Responsibilities

### Trapeze

- Remote and on-site support for GTrans during testing
- Determine defect root cause and validate resolution where necessary

- OPS-Web Pilot support

#### GTrans

- Execute testing activities
- Document and prioritize Critical and Major defect(s)
- Defect prioritization
- Identification and execution of OPS-Web Pilot
- Execution of OPS-Web roll out

#### Deliverables

- Prioritized defects log
- Test Plan
- Software updates as required

### DEPLOYMENT AND CLOSURE

#### End User Training

GTrans will execute End User Training to ensure all end users are familiar with the OPS system prior to the Go Live Date. GTrans is responsible for defining End User training classes and content as well as executing End User Training.

#### Deployment Support

The final stage of the project involves transitioning the Software to the Production environment. This stage depends heavily on properly implemented controls and the adherence to appropriate milestones and measures during previous stages. Tasks include:

- Preparation of the Production environment
- End-user deployment training
- Deployment Support
- Installing Software into GTrans's Production environment

Trapeze will provide the following support for the Software deployment:

Module	Version	Deployment	Go-Live/Release
Operations Management (OPS)	5.0	1	On-site



Fixed Route Scheduling (FX/BB)	2.0	-	Remote
COM	2.0	-	Remote

During the on-site support period for the Operations Management Software, the Trapeze project team will provide “over-the-shoulder” support to GTrans Operations Management staff. This support will include answering questions regarding system functions, investigating issues, etc. It is recommended this support is augmented with support directly from GTrans project SMEs and trainers. All deployment support for the Fixed Route Scheduling Software will be provided remotely.

After the Deployment stage is complete, any newly identified Critical or Major defects will be resolved by the Trapeze Project team. Any remaining or newly identified Minor defects will be transitioned to the Trapeze long-term maintenance support team for resolution.

At the conclusion of this stage, a transition call will be conducted between GTrans and Trapeze to hand off on-going support to the Trapeze maintenance program. All project documentation will also be provided as part of this transition.

## Closure

After the completion of the Deployment activities, all support will be transitioned to the Trapeze long-term maintenance program. All new support issues will need to be entered through the standard support channels, and GTrans will receive full access to all maintenance support collateral and services as they pertain to the newly implemented Software.

## Roles and Responsibilities

### Trapeze

- Provide on-site deployment support
- Defect resolution
- Provide Software updates as required

### GTrans

- Planning and conducting End User Training
- Provide frontline SME support for questions
- Escalate defects to appropriate Trapeze Product Specialists
- Update the Production environment to ensure all records are up to date
- Ensure data correctness
- Confirm connectivity, logins, etc.

## Deliverables

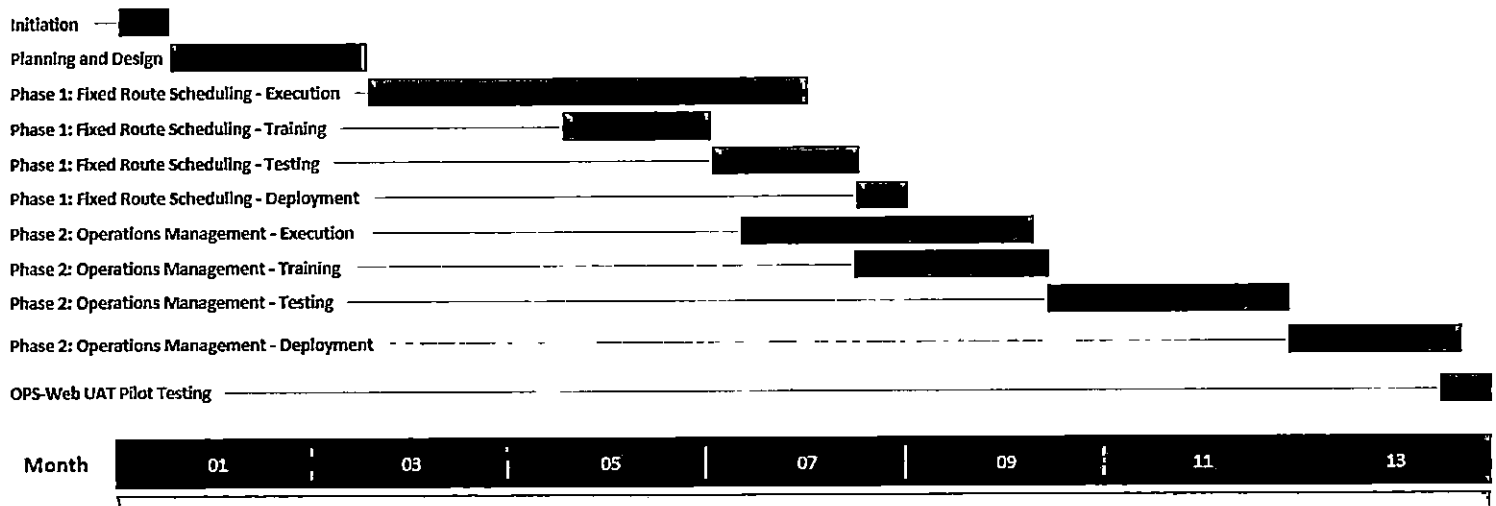
- Trapeze Software will be operational and functional in GTrans’s Production environment

- Package of all final project deliverables

## PROJECT DURATION

This implementation is expected to be completed within fourteen (14) months from the project kick-off meeting. Following the receipt of the written notice, a mobilization period of up to forty-five (45) days may be required to kick off the project and align project resources. Trapeze will work to minimize this mobilization period through proactive planning with GTrans.

If the length of the project exceeds fourteen (14) months due to GTrans preparation or resourcing delays, a change order may be required to fund the extension.



## PROJECT MANAGEMENT

Trapeze will provide on and off-site project management support for the duration of the project. The Trapeze Project Manager will be responsible for ensuring that project requirements are communicated and understood and milestones are met.

The Trapeze Project Manager will be the key point of contact for GTrans during the project. Trapeze requires that GTrans also assign a Project Manager. It is expected that the two Project Managers work together to ensure that regular dialogue is maintained throughout the project.

Trapeze Project Managers provide the following key services:

- **Scope Management:** The project manager is the link between GTrans's requirements, the contract, the product specifications, and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
- **Schedule Management:** The project manager is responsible for managing the master project schedule. This detailed work plan outlines all of the activities that are required in order to deliver the project scope within time constraints. The project management team will provide regular updates to the work plan and escalate major issues and risks that will impact the project schedule for mitigation planning.

- **Risk Management:** The project manager understands the risks involved with Trapeze's deliverables that are included in the scope of this project. The project manager ensures that tight controls are implemented to minimize these risks, and that these risks are tracked and raised to GTrans leadership when appropriate.
- **Change Management:** As it relates to Trapeze's deliverables included in the scope of this project, when a change is made mid-project, the project manager understands the global impact of this change and initiates the necessary actions to ensure timelines and project costs are adjusted.
- **Milestone Sign-Offs:** As each milestone is achieved, GTrans will be asked to sign-off on the milestone, confirming that GTrans is in agreement that the project is moving forward.
- **Resource Management.** The Project Manager ensures that appropriate Trapeze resources are allocated to the project at the correct time. The Trapeze Project Manager will work with the GTrans Project Manager to identify which GTrans project resources are required and when they are needed.

## PROJECT MANAGEMENT OFFICE TOOLS

Trapeze project managers employ the following tools to support the implementation of projects:

- **Project Work Plan:** The project tasks, deliverables, and dependencies are defined according to the contract documentation, the business requirements review and the project's resource constraints. All major tasks, deliverables and milestones are itemized and scheduled in Microsoft Project document.
- **Milestone Sign-Offs.** As each milestone is achieved, GTrans will be asked to sign-off the milestone, confirming that the deliverables associated with the milestone was completed. Milestones are used as a control point in reporting project progress to the management of both organizations. Milestone Sign-Offs will in many instances also be associated with payment milestones and trigger the invoicing process once received.
- **Meeting Minutes and Action Logs:** Trapeze's Project Manager will use the meeting minutes to track the project issues, decisions, and resolutions. Meeting minutes are a clear and concise way of coordinating the work of both GTrans and Trapeze, especially as minutes prevent confusion and duplication of work. The minutes can be published to the entire team based on the needs of GTrans. Action logs are also included in weekly status reporting, to define the key activities in the work plan that the team must focus on, and the required due date to keep the project schedule on track.
- **Risk Registers and Issue Log:** Throughout the lifecycle of a project, a number of different risks to project constraints will present themselves. Resource risk, technology risk, and environmental risks all exist and will need to be managed to ensure successful project outcomes. Risks with a certainty of occurrence are issues and must also need to be managed with a high priority. Risk registers and issue logs will be delivered on a regular basis so the project team can prioritize based on impacts to the project and escalate if required to ensure appropriate mitigation plans are developed.

## COMMUNICATION STRATEGY

Effective and timely communications with all project stakeholders is critical. A successful implementation requires consistent messaging to keep all stakeholders informed with relevant and up-to-date information. In order to ensure that effective communication practices are followed, Trapeze will adhere to a similar communication plan as outlined below (which will be finalized during the Project Design activities):

Format	Participants/ Facilitators	Frequency	Individual(s) Responsible	Recipients
Team Meeting and Status Report	Project Team	Bi-Weekly	Trapeze Project Manager	Trapeze and GTrans Project Team
Project Plan	Project Team	Bi-Weekly	Trapeze and GTrans Project Team	Trapeze and GTrans Project Team
Risk/Defects Log	Project Team	Bi-Weekly	Trapeze and GTrans Project Team	Trapeze and GTrans Project Team

## GTRANS'S RESOURCE REQUIREMENTS

The table below identifies the estimated minimum resource requirements from GTrans to complete the project.

Resource	Resource Allocation	Responsibilities
Project Manager	70% of their time during the full duration of the project	<ul style="list-style-type: none"> <li>Coordinate all resources from GTrans</li> <li>Coordinate conference calls and meetings, as required</li> <li>Coordinate training facility preparation</li> <li>Coordinate training sessions</li> <li>Coordinate design review meeting sessions with GTrans SMEs</li> <li>Coordinate completion of Data development</li> <li>Coordinate completion of Testing activities</li> <li>Work with the Trapeze Project Manager to identify risks, issues, and mitigations throughout the project</li> </ul>
Subject Matter Experts Technical Lead QA/Test Lead Training Lead	60% during Project Design 5% during Execution 100% during Training 75% during Testing 100% during Deployment	<ul style="list-style-type: none"> <li>Participation in the completion of the Project Design Review</li> <li>Review and provide feedback on all documentation submitted by Trapeze to ensure accuracy</li> <li>Respond to any questions from Trapeze, when additional information is required</li> <li>Evaluate and validate gap analysis and participate in the specification development sessions</li> <li>Participate in training as necessary</li> <li>Develop end user training materials</li> <li>Execute Testing</li> <li>Test final solution and participation in defect(s) review meetings</li> <li>Assist in solution deployment as required</li> </ul>

Resource	Resource Allocation	Responsibilities
System Administrators / IT	25% during Software Installation, Testing, and Deployment 100% during System Administrator Training	<ul style="list-style-type: none"> <li>• Configure and maintain environments</li> <li>• Assist with troubleshooting any network or technical issues</li> <li>• Provide access to servers as necessary throughout the project</li> <li>• Participate in System Administrator training</li> <li>• Maintain system security controls &amp; permissions, user accounts, etc.</li> <li>• Procure and configure system hardware to a 'Trapeze Ready State' (i.e. operating system installed, connected to the network, servers and workstations configured)</li> </ul>
End Users	100% of their time during End User Training and the Deployment stage of the project	<ul style="list-style-type: none"> <li>• Participate in end user training and system deployment</li> </ul>

## GTRANS PROJECT ASSUMPTIONS

1. Trapeze has included hardware costs for CPUs, monitors, keyboards, mice, receipt printers and scanners for two (2) sign-in terminal kiosks and one (1) OPS-Web employee self-service kiosk. Any additional equipment or network infrastructure will be the responsibility of GTrans.
  - o The costs include the use of the following types of scanners: RFID, 2D barcode or swipe card. Other types of scanner, if required, may incur additional costs.
  - o All hardware setup and configuration will be the responsibility of GTrans. We have attached the breakdown of hardware components included in our BAFO response letter.
2. The standard Software reports will be provided as part of this implementation. If custom reports are required that exceed the development effort included in the budget of this project, they will be addressed through the Trapeze change order process.
3. The Software will be implemented "off the shelf" and will provide functionality as described in the most current Software literature unless stated otherwise.
4. Any services or requests that are outside the scope of this implementation will need to be addressed through a change order.
5. Any integration with third party Software or systems will be the responsibility of GTrans.
6. Expenses assume a minimum of two weeks' notice is provided by GTrans to Trapeze in advance of any on-site trip being scheduled.
7. The Software license fees are based on a transit operation with the following operational characteristics:
  - o Up to 60 peak fixed route vehicles

- Up to 150 total employees.
8. Trapeze will license GTrans for the higher operational characteristics as part of this contractual agreement (60 peak and 150 employees), but delay the maintenance increase for up to three (3) years until the growth is needed.
- GTrans can pay the current operational characteristics maintenance fees for the time being (43 peak vehicles and 100 employees), and GTrans will be required to notify Trapeze when they wish to increase the use of the Software. Note that:
    - After the three (3) years, the maintenance fees for the higher operational characteristics will begin regardless of current operational characteristics of GTrans.
    - GTrans will only be licensed for the lower characteristics (43 peak vehicles, 100 employees) until the time that GTrans informs Trapeze of the need for this increase or until the three (3) year period has elapsed (whichever occurs first).
9. Product warranty and Software Acceptance will be triggered on an individual module basis.
10. Trapeze will not be delivering FMLA functionality with the OPS Workforce Management module, as GTrans has elected to not move forward with the purchase and implementation of this functionality.
11. All quoted days equate to eight (8) hours of work.
12. All documentation and execution of test cases will be the responsibility of GTrans.
13. Prior to moving OPS-Web to the live environment, GTrans must already be using OPS Bidding, Dispatch and Workforce Management in their Production environment.
14. No special handling of card formatting is included in this project. If the employee card requires special handling (decryption) upon reading to verify the operator's identity, this will be considered out of scope as such additional services to handle card formatting will need to be addressed through a change order.
15. It is expected that a system administrator will be available for all configuration, installation, testing and deployment activities.
- Internet Explorer on the OPS-SIT kiosks requires administrator access for configuration purposes
16. Historical data loading is not included in the scope of this project. GTrans staff are expected to manually input historical data into the Trapeze OPS and COM Software (as necessary) with guidance and support from Trapeze Subject Matter Experts.
17. Trapeze will provide on-site training to GTrans (as outlined in this document) in a classroom environment suitable for computer software training.
- GTrans will be responsible for providing and preparing the training facility, including an appropriate number of computer workstations sufficient to train up to eight (8) participants at a time.

18. Trapeze will provide one (1) digital copy of all available User Manuals. GTrans is free to create copies of the manual for their users.
  - o Trapeze will also provide available electronic material in the form of “quick reference guides” for all proposed products as they are currently available.
19. Once on warranty, GTrans will have unlimited access to recorded training videos and online sessions provided through Trapeze Collaborate, as described in Trapeze’s maintenance program documentation.
20. The standard COM reports will be provided for this project implementation.
21. For reminder and escalation emails, Trapeze will require connectivity to GTrans’s SMTP server.

**ITEM 8.G. (3)**

Contract between City of Gardena and Trapeze Software  
Group dba TripSpark Technologies

(all the Exhibits are available at the City Clerk's Office)