



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall
1700 W. 162nd Street, Gardena, California
Website: 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, December 10, 2019

Closed Session – 7:00 p.m.

Open Session – 7:30 p.m.

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 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.

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. PUBLIC EMPLOYEE APPOINTMENT
Government Code Section 54957(b)(1)
Position: City Manager

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Damian Labra-Ocampo and Celeste Buenrostro
135th Street Elementary School

B. INVOCATION

The Reverend Taso Stavropoulos, Pastor
Unity Baptist Church

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Eugene 'Gene' Hale, who served in the U.S. Army. He was chosen at the recommendation of Council Member Mark E. Henderson **(to be accepted by Mr. Gene Hale)**

B. PROCLAMATIONS

- (1) "Bill of Rights Day," December 15, 2019 and
"Bill of Responsibilities Day," December 16, 2019 **(proclaim only)**

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, November 26, 2019

(2) Affidavit of Posting Agenda on December 6, 2019

C. CITY TREASURER

(1) Approval of Warrants / Payroll Register

(a) December 10, 2019

D. CITY MANAGER

(1) Personnel Report No. P-2019-21

(a) Request City Council's Approval of Employment Agreement promoting Interim City Manager Clint Osorio to City Manager, effective December 10, 2019 through December 9, 2022

(2) Acceptance of Projects and Notice of Completion

(a) Pedestrian Safety Improvement 2018-2019, JN 947

(b) Sidewalk Replacement 2018-2019, JN 948
CEM Construction Corp.

(3) Approval of Agreement Amendment with MACRO, a Division of Ross & Baruzzini for a Contract Amendment Total of \$155,583 and a Project Total of \$171,141

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. December 3, 2019, MEETING – ***Meeting Cancelled***

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) City of Gardena Audit Reports for Fiscal Year Ended June 30, 2019 Comprehensive Annual Financial Report (CAFR), Family Child Care and Municipal Bus Lines
Staff Recommendation: Receive and File

B. COMMUNITY DEVELOPMENT

- (1) RESOLUTION NO. 6418, Objecting to the Recommended Methodology of the SCAG Regional Council Related to the RHNA Allocation
Staff Recommendation: Adopt Resolution No. 6418
- (2) Approve Consultant Agreement with Veronica Tam in the amount of \$86,175 (with contingency) regarding Housing Element Update
Staff Recommendation: Approve Consultant Agreement

C. ELECTED & ADMINISTRATIVE OFFICES – No Items

D. GENERAL SERVICES

- (1) Authorize Contract Renewal with CWE Corporation in the Amount of \$188,215 for MS4 Permit Monitoring and Compliance Services
Staff Recommendation: Award Professional Services Contract

E. POLICE – No Items

F. RECREATION & HUMAN SERVICES – No Items

G. TRANSPORTATION

- (1) Approve Agreement with Clever Devices LTD. for the Purchase of GTrans Real-Time Information Deployment (GRID) System and Five Years of Software Support, Plus Contingency, for a Total Program Cost of \$2,932,975
Staff Recommendation: Approve Agreement

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS – *No Items*

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

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

In memory of **Mr. Harold Prewitt**, 72 years old, a part-time Recreation Leader II with the Recreation & Human Services Department from May 1999 to October 2006. He served as a Sports Official, a Leader of one of the After-School Programs, and also assisted with the Program for the Developmentally Disabled.

12. ADJOURNMENT

The Gardena City Council will adjourn to a Regular City Council Meeting, at 7:00 p.m., on Tuesday, December 24, 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 6th day of December, 2019

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

GARDENA MILITARY VETERAN RECOGNITION

HONORING

EUGENE “GENE” HALE

(selected by Council Member Mark E. Henderson)

Gene Hale, a long time resident and well-known businessman of Gardena, was born in April 1946 in Birmingham, Alabama.

Military Service:

He joined the U.S. Army in September 1967 at the age of 21, served in Vietnam, and was honorably discharged at the rank of Sergeant (SP 5) in November 1971.

During his military service, he served with the HHC (Headquarters & Headquarters Co.) 3rd Battalion, 8th Infantry, 4th Infantry Division. The 4th Infantry Division had arrived in Vietnam in September 1966 and its brigades were deployed to different locations. Throughout the Division's time in Vietnam, its overall focus was on combat operations, but they also participated in numerous pacifications, humanitarian, and civic action programs throughout South Vietnam.

For his military service, Mr. Hale was awarded the following:

- National Defense Service Medal
- Vietnam Service Medal
- Vietnam Campaign Medal
- Combat Infantry Badge
- Overseas Service Bar

Other:

Upon returning to the United States, Mr. Hale earned a Business Administration degree from California State University, Dominguez Hills, majoring in Business and Finance.

For many years, Gene Hale has been the CEO of G & C Equipment Corporation, located in Gardena. It is one of the nation's largest Black-owned businesses.

Record of His Appointments:

By:	To:
U.S. President Obama –	National Export Council
U.S. President Bush –	Board of Advisors on Historical Black Colleges
CA Governor Davis –	California Infrastructure Committee for the 21 st Century
CA Governor Schwarzenegger –	California Small Business Commission
CA Governor Brown –	Governor's International Trade and Investment Advisory Board
L.A. County Supervisor Ridley-Thomas –	L.A. County Small Business Commission
L.A. City Mayor Garcetti –	President of Mayor's Export Council

He has served on and chaired many Boards including the Southern California Leadership Council, the Gardena Economic Development Committee and Gardena Economic Business Advisory Council – to only name a very few of the many that have benefited from his leadership.

He is currently the Chair of The Greater Los Angeles African American Chamber of Commerce and the Chair of the Gardena Police Foundation.

[Continued – See next page]

In addition to receiving tonight's recognition, Mr. Hale is also being presented with a Special Coin that was specifically designed to honor those Military Veterans of Gardena who are extended appreciation by the Gardena City Council for their service to our Country.

Mr. Hale will also receive some complimentary photographs and a DVD of tonight's meeting.

Plus, one of the photos taken with members of the Council tonight will be displayed, in the future, on the electronic sign located at the northwest corner of Western Avenue and Redondo Beach Boulevard.

Congratulations, Honoree Veteran Gene Hale!

TO BE PROCLAIMED ONLY

*** BILL OF RIGHTS DAY *** *** BILL OF RESPONSIBILITIES DAY ***
~ December 15, 2019 ~ AND ~ December 16, 2019 ~

WE, THE PEOPLE, did ordain and establish a constitution of the United States of America to secure the blessings of liberty for ourselves and our posterity, and the Bill of Rights of the Constitution of the United States of America embodies the fundamental freedoms and individual liberties that we, as Americans, cherish.

In 1991, the Freedoms Foundation at Valley Forge, in commemoration of the Bicentennial of the *Bill of Rights*, offered a *Bill of Responsibilities* urging all Americans to accept the responsibility to secure our freedoms as individual members of a free society.

Also, in 1991, California Legislators proclaimed that December 15 of each succeeding year be recognized as "Bill of Rights Day," and that December 16 of each succeeding year be recognized as "Bill of Responsibilities Day," in the State of California.

Gardena citizens do enjoy the blessings of liberty, the guarantees of the Bill of Rights, equal protection of the law under the Constitution, and the freedoms derived from it.

Therefore, I, Tasha Cerda, Mayor of the City of Gardena, California, do hereby proclaim December 15, 2019, and December 16, 2019, to be

*** BILL OF RIGHTS DAY ***
and
*** BILL OF RESPONSIBILITIES DAY ***

respectively, in the City of Gardena, and urge all citizens to be aware of these important days which remind us of our personal responsibility to safeguard the blessings of liberty and the ideals of justice and equal opportunity.

**MINUTES
Regular Meeting of the
City of Gardena City Council
Tuesday, November 26, 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, November 26, 2019, in the Council Chamber of City Hall, 1700 West 162nd 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: Interim 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 7:01 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; Interim 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:

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

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:46 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 Council unanimously agreed to approve the Employment Agreement with Michael Saffell to serve as Chief of Police.

3. PLEDGE OF ALLEGIANCE & INVOCATION

A. PLEDGE OF ALLEGIANCE

Stephanie Tellez and Austin Tanaka led the Pledge of Allegiance. Both Stephanie and Austin are Youth Members of the Gardena Sister City Association. They introduced their family members and thanked the Council for inviting them to lead the Pledge of Allegiance.

3. PLEDGE OF ALLEGIANCE & INVOCATION (Continued)

B. INVOCATION

The Reverend Juan C. Higuera, Pastor of Iglesia Bautista Biblica in Gardena, led the Invocation.

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS

- (1) Gardena Military Veteran Recognition to Honor Veteran Mr. Clarence D. Devereaux, who served in the U.S. Navy. *Mayor Tasha Cerda commended Mr. Devereaux for his military service and presented him with a City of Gardena Veterans Commemorative Coin. Mayor Pro Tem Art Kaskanian read a brief Biography. Mr. Devereaux was given an opportunity to speak, and appropriate photos were taken.*

B. PROCLAMATIONS – *None*

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) Special Meeting, November 12, 2019
 - (b) Gardena City Council Regular Meeting, November 12, 2019
- (2) Approved: Affidavit of Posting Agenda on November 22, 2019

5. CONSENT CALENDAR (Continued)

C. CITY TREASURER

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

(a) November 26, 2019: Prepay: 156639-156642; Check Nos. 156643-156855; for a total Warrants issued in the amount of \$2,883,489.65; Total Payroll Issued for November 22, 2019: \$2,084,556.90

D. CITY MANAGER

(1) **Approved:** Personnel Report No. P-2019-20

(a) **Approved:** Request City Council's Approval of Employment Agreement promoting Deputy Police Chief Michael Saffell, currently serving as Interim Police Chief, to Police Chief, effective November 26, 2019, through November 25, 2003.

(2) **Approved:** SECOND READING: ORDINANCE NO. 1813, Amending Chapter 5.36 of the Gardena Municipal Code regarding Film Production Permitting Procedures (Introduced by Council Member Dan Medina, November 12, 2019)

ORDINANCE NO. 1813

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, AMENDING CHAPTER 5.36 OF THE GARDENA MUNICIPAL CODE REGARDING FILM PRODUCTION PERMITTING PROCEDURES

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

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

Noes: None

Absent: None

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. NOVEMBER 19, 2019, MEETING – *Meeting Cancelled*

ORAL COMMUNICATIONS

- (1) Dr. Wilma Franco, representative of Community Worship Center – invited the City Council to their 2nd Annual Winter Wonderland;
- (2) Ben Butler, resident – reported about the sidewalks in his neighborhood that need to be repaired; he feels that it is very hazardous to people because you have to walk in the street when taking walks;
- (3) Franco Morales, 9-year-old student – informed the Council that he is doing a fundraiser to help the homeless; he is doing a coin drive; he asked the Council if they would like to donate coins.

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES – *No Items*

B. COMMUNITY DEVELOPMENT – *No Items*

C. ELECTED & ADMINISTRATIVE OFFICES

(1) TAX MEASURE – PLACEMENT OF TRANSACTIONS AND USE TAX (LOCAL SALES TAX) MEASURE ON MARCH 3, 2020 BALLOT

(a) RESOLUTION NO. 6417, Ordering the City of Gardena Neighborhood Safety and Community Services Measure to Adopt a Three-Quarter Cent (3/4¢) Local Transactions (Sales) and Use Tax to be Submitted to the Voters of the City at the March 3, 2020 General Municipal Election; Directing the City Attorney to Prepare and File an Impartial Analysis of the Measure; and Authorizing and Setting Deadlines for the Filing of Arguments in the Office of the City Clerk For and Against the Measure

RESOLUTION NO. 6417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ORDERING THE CITY OF GARDENA NEIGHBORHOOD SAFETY AND COMMUNITY SERVICES MEASURE TO ADOPT A THREE-QUARTER CENT (3/4¢) LOCAL TRANSACTIONS (SALES) AND USE TAX TO BE SUBMITTED TO THE VOTERS OF THE CITY AT THE MARCH 3, 2020 GENERAL MUNICIPAL ELECTION; DIRECTING THE CITY ATTORNEY TO PREPARE AND FILE AN IMPARTIAL ANALYSIS OF THE MEASURE; AND AUTHORIZING AND SETTING DEADLINES FOR THE FILING OF ARGUMENTS IN THE OFFICE OF THE CITY CLERK FOR AND AGAINST THE MEASURE

Interim City Manager Osorio presented the Staff Report relative to Resolution No. 6417 and gave a PowerPoint presentation related to both Resolution No. 6417 and Ordinance No. 1811.

SPEAKERS: in support of the Tax Measure:

Mike Sargent, President of Gardena Police Officers Association

Brenda Jackson, Resident

Roy Kim, Resident and Business Owner

Sean Evans, General Manager of DCH Honda

There was a discussion which included Mayor and Council regarding Measure H and the amount of money the City is paying the Los Angeles County to help the homeless. Since we do not have a large homeless population, we have not been able to benefit from Measure H. They continued to discuss that there is a process to apply for some of that money to come back to us. To-date, we have not had any response from Los Angeles County regarding applications we have submitted. It was also asked if the Air Quality Management District would raise their tax in 2022. Interim City Manager Osorio replied that we would not be affected; and that this Measure does not have a sunset clause; it is a forever tax. If this measure were passed, we would possibly start receiving the money in September 2020, and for everyone to look at the whole tax measure clause. It was also discussed that the City surveyed our residents through *Get Involved Gardena* and asked what their priorities were and what they would like to see to improve our City.

8. DEPARTMENTAL ITEMS (Continued)

C. ELECTED & ADMINISTRATIVE OFFICES (Continued)

- (1) **TAX MEASURE – PLACEMENT OF TRANSACTIONS AND USE TAX (LOCAL SALES TAX) MEASURE ON MARCH 3, 2020 BALLOT (Continued)**

- (a) **RESOLUTION NO. 6417 (Continued)**

It was moved by Mayor Cerda, seconded by Council Member Medina, and carried by the following roll call vote to Adopt Resolution No. 6417, to approve placing the Tax Measure on the March 3, 2020, Ballot:

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

Noes: None

Absent: None

- (b) **ORDINANCE NO. 1811, Enacting a Transactions and Use Tax (Sales Tax) to be Administered by the Department of Tax and Fee Administration, Subject to Adoption by the Electorate**

ORDINANCE NO. 1811

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, ENACTING A TRANSACTIONS AND USE TAX (SALES TAX) TO BE ADMINISTERED BY THE DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO ADOPTION BY THE ELECTORATE

Interim City Manager Osorio presented the Staff Report.

Ordinance No. 1811 was introduced by Council Member Tanaka.

- (2) **RESOLUTION NO. 6423, Recognizing the Importance of and Declaring Support for the 2020 Census**

RESOLUTION NO. 6423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RECOGNIZING THE IMPORTANCE OF AND DECLARING SUPPORT FOR THE 2020 CENSUS

Interim City Manager Osorio presented the Staff Report.

It was moved by Mayor Pro Tem Kaskanian, seconded by Council Member Medina, and carried by the following roll call vote to Adopt Resolution No. 6423:

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

Noes: None

Absent:

8. DEPARTMENTAL ITEMS (Continued)

- D. GENERAL SERVICES – *No Items*
- E. POLICE – *No Items*
- F. RECREATION & HUMAN SERVICES – *No Items*
- G. TRANSPORTATION – *No Items*

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS – *No Items*

B. COUNCIL DIRECTIVES

- (1) Council Member Henderson asked if we could get the developers in our City to provide reports to the City that could be shared with the City Council about their outreach to make local hires and purchase supplies from local companies for work relating to all the new developments in our community; Request was seconded by Mayor Pro Tem Kaskanian.
- (2) Mayor Cerda asked if a Sustainability Division could be created within our Economic Development Department; Council Member Kaskanian seconded it.
- (3) Mayor Pro Tem Kaskanian asked if we could have an Ordinance that clarifies which color choices on buildings in Gardena would be approved and/or prohibited; Mayor Cerda seconded the request.

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

Interim City Manager Osorio 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 and flyers had already been provided to the Council via copies in their regular mail packets. Those items were, as follows:

- (1) Hometown Heroes Project – A report is being worked on – information is forthcoming;
- (2) Two (2) Election Process Demo Centers will be coming to Gardena; one at the Mayme Dear Library, from Tuesday, 12/03/19 to Saturday, 12/07/19, and one at the Nakaoka Center from Monday, 12/09/19, to Friday, 12/20/19;
- (3) Our Annual Winter Wonderland and Tree Lighting on Tuesday, 12/03/19, from 4:00 p.m. to 9:00 p.m. on the City Hall Grounds;
- (4) 50th Annual Craft Fair on Saturday, 12/07/19, from 9:00 a.m. to 3:00 p.m. at the Nakaoka Community Center;
- (5) Breakfast with Santa on Saturday, 12/14/19, from 8:00 a.m. to 11:45 a.m. at the Nakaoka Community Center;
- (6) Chat with Chief Saffell on Saturday, 12/14/19, from 9:00 a.m. to 12:00 p.m., at the Police Department;
- (7) Dr. Martin Luther King Jr. Birthday Commemoration Parade will be taking place on Saturday, 01/18/20;
- (8) A video regarding the Nakaoka Center renovation was presented; and
- (9) Joe Cruz, Director of General Services, last day is Friday, 12/06/2019; he will be leaving the City of Gardena for a new position as the Facilities, Maintenance and Operations Manager for Los Angeles County.

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

- (1) MAYOR PRO TEM KASKANIAN – said he had nothing to report as he has been out of town.
- (2) COUNCIL MEMBER TANAKA – reported that he attended the GTrans celebration for passing the CHP inspection. He attended the Gardena Honda Giveaway and said it was quite an event and thanked Gardena Honda for all that they do for us. He attended Officer Toshio Hirai's one-year Memorial. He thanked Chief Saffell for a great event and thanked all the members in his department and the City for putting the memorial together; he will always miss Toshio – that Toshio was a great young man who gave his life too soon. He congratulated Director of General Services Joseph Cruz, on his new job and said he will miss him. He congratulated Chief Mike Saffell and said he was proud of him and what he has done. He said he wanted to challenge his colleagues by writing a check for \$100 to help support the fundraising to buy toys for those who are less fortunate; he appreciates what Franco Morales, 9 years old, is doing and said not many young people will step up to look after others.
- (3) COUNCIL MEMBER HENDERSON – He said he accepts the challenge that Council Member Tanaka put up regarding making a special donation to Franco Morales' cause, but his challenge will be trying to find his checkbook. He was impressed by young Morales who came with such poise and shared his passion. Since the last Council meeting, he attended Officer Toshio Hirai's one-year Memorial. He keeps Toshio's family and his young son in his prayers. He reported he did many community visits and said he received positive feedback from the community. He attended the Centinela Youth Services meeting. He attended the DCH Honda event, Comfort for Kids. He said Comfort for Kids provides beds for kids who do not have them. He said he had the opportunity to speak to the Pomona Chapter of Jack and Jill on importance of Community Service. He wished everyone a Happy Thanksgiving and said it's a great time to be with family.
- (4) MAYOR CERDA – She attended the first California Cities Gaming Authority (CCGA) meeting the day after the last City Council Meeting. She attended two sanitation meetings where she is serving as the Delegate/Director for the City of Gardena. She attended the Celebration of the Life of Officer Toshio Hirai. She commended the Police Department for doing a great job and having a memorable service. Since the last Council meeting, she attended the CERT graduation where they had the largest graduation class with 45 graduates. She shared that we have less than 20 police officers and firefighters on duty in a case of a catastrophe, to take care of 61,000 residents and it is a great idea to get educated to be able to take care of ourselves. She encouraged everyone to take the free CERT course. She attended a function of the Gardena Evening Optimists Club and was a keynote speaker where the subject was Community Service. She shared that three young people, one being a Gardena Police Explorer, were recognized for being part of many services clubs, for donating their time, with helping the homeless, and tutoring, as well. The last event she attended was the Comfort for Kids event held at Gardena Honda. She commended Gardena Honda, the collaborative expansion, Human Services Department and the Police Department who helped make this event happen. She shared that they were giving out care packages to the kids and the veterans. She said the families entered into an essay contest with the prize being a car. A mother-daughter team won the contest. She congratulated Chief Saffell on his new position and said she was looking forward to his pinning ceremony. She also congratulated Joseph Cruz for moving up in his career.

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

D. COUNCIL REMARKS (Continued)

- (5) COUNCIL MEMBER MEDINA – since the last Council Meeting, he attended Toshio Hirai’s Memorial. He said it made him appreciate our Police Department. He said Toshio was a great example for serving his community and doing a it for a cause, which is to provide safety for our community. He attended the Honda Comfort for Kids event. He attended the Rotary Club’s Operation Gobble where they gave away 300 turkey dinners. He “DJ’d” for the New Challenge Ministries event where they gave away 350 turkeys, clothes, and other food. He made a shout-out to his granddaughter Angelina and he wished everyone a safe and blessed Thanksgiving.

10. ANNOUNCEMENTS – Mayor Cerda referred everyone to the City Manager Remarks for Announcements.

11. REMEMBRANCES

Mr. John W. Scheuplein III, 79 years old, a long-time Gardena resident and military veteran who served in the Korean War. He was also a barber, a businessman, a community service activist and who ran for the office of Gardena City Council Member in March 1978; and Miss Gracie Ann Muehlberger, 15 years of age; and Mr. Dominic Blackwell, 14 years old. Both were students of Saugus High School in Santa Clarita, CA who were tragically and innocently killed by a fellow student while at school on Thursday morning, November 14, 2019.

12. ADJOURNMENT

At 9:08 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the next regular City Council Meeting, at 7:00 p.m., on Tuesday, December 10, 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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: December 6, 2019
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) December 10, 2019 TOTAL WARRANTS ISSUED: \$430,711.13

Wire Transfer: 11837-11838
Prepay:
Check Numbers: 156856-156980
Checks Voided:

Total Pages of Register: 16

December 6, 2019 TOTAL PAYROLL ISSUED: \$1,628,549.17

for: Mani
J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Voucher List
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11837	11/26/2019	106110 ADVANCED BENEFIT SOLUTIONS, LLC	112619		HEALTH INSURANCE CLAIMS	57,902.21
Total :						57,902.21
11838	12/3/2019	104058 ADMINISURE INC.	120319		WORKERS' COMP CLAIMS ADMINISTR	40,381.14
Total :						40,381.14
156856	12/10/2019	106086 ABC COMPANIES	2993937		GTRANS PARTS SUPPLIES	137.70
			2994648		GTRANS PARTS SUPPLIES	102.35
			2998340		GTRANS PARTS SUPPLIES	258.33
			2998545		GTRANS PARTS SUPPLIES	1,112.94
Total :						1,611.32
156857	12/10/2019	101748 AFTERMARKET PARTS COMPANY LLC, THE	81894089	037-09848	GTRANS AUTO PARTS	122.72
			81895491	037-09848	GTRANS AUTO PARTS	240.27
			81900662	037-09848	GTRANS AUTO PARTS	91.06
			81900706	037-09848	GTRANS AUTO PARTS	2,725.85
			81901992	037-09848	GTRANS AUTO PARTS	2,494.39
			81909484	037-09848	GTRANS AUTO PARTS	831.58
			81914980	037-09848	GTRANS AUTO PARTS	1,440.55
			81924102	037-09848	GTRANS AUTO PARTS	31.24
Total :						7,977.66
156858	12/10/2019	107783 APOLLO VIDEO TECHNOLOGY	538605		BUS CAMERA PARTS	352.04
			538606		BUS CAMERA PARTS	246.41
			538607		BUS CAMERA PARTS	245.81
			538608		BUS CAMERA PARTS	77.18
Total :						921.44
156859	12/10/2019	101628 AQUA-FLO SUPPLY	1453694		PARK MAINT SUPPLIES	810.62
Total :						810.62
156860	12/10/2019	108625 ARAD OIL INC.	NOVEMBER 2019		CAR WASH	310.00
Total :						310.00
156861	12/10/2019	109160 AREVALO, JASMINE E.	11/01-11/27		CHILD DEVELOPMENT CONSULTANT S	2,002.00
Total :						2,002.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156862	12/10/2019	110885 ARMSTRONG, CHEYENNE M.	RECEIPT #39282		REFUND - PASSPORT PICTURE	10.00
Total :						10.00
156863	12/10/2019	104687 AT&T	13903048		TELEPHONE - ALL DEPTS~	6,974.51
			13933097		TELEPHONE~	33.47
			13933098		TELEPHONE~	85.65
			13933112		TELEPHONE~	33.47
			13933120		TELEPHONE~	33.47
			13933121		TELEPHONE~	86.72
Total :						7,247.29
156864	12/10/2019	100474 AT&T LONG DISTANCE	111219		TELEPHONE	24.86
Total :						24.86
156865	12/10/2019	100964 AT&T MOBILITY	287290885074X7102019		PD/CD/GTRANS CELL PHONE ACCT	1,027.85
			287290885074X8102019		PD/CD/GTRANS CELL PHONE ACCT	1,381.02
Total :						2,408.87
156866	12/10/2019	110686 AZTECH ELEVATOR COMPANY	AZ16446	024-00614	ELEVATOR MAINTENANCE - NCC	285.00
			AZ16447	024-00614	ELEVATOR MAINTENANCE - PW	285.00
			AZ16448	024-00614	ELEVATOR MAINTENACE - CITY HALL	100.00
			AZ16449	024-00614	ELEVATOR MAINTENANCE - NCC	100.00
Total :						770.00
156867	12/10/2019	102035 BD WHITE TOP SOIL CO., INC.	82633		PARK MAINT SUPPLIES	153.16
Total :						153.16
156868	12/10/2019	103641 BECNEL UNIFORMS	25501		BUS UNIFORM SUPPLIES	827.44
			25619		BUS UNIFORM SUPPLIES	578.60
Total :						1,406.04
156869	12/10/2019	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	457197		HONEY BEE NEST REMOVAL - 13220 V/	95.00
Total :						95.00
156870	12/10/2019	102135 BEHRENDT, KENT	00002023	023-01224	IT NETWORK SUPPORT	3,400.00
Total :						3,400.00
156871	12/10/2019	108994 BERGMAN DACEY GOLDSMITH	26639		PROFESSIONAL SERVICES - PERSONN	6,582.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156871	12/10/2019	108994 108994 BERGMAN DACEY GOLDSMITH	(Continued)		Total :	6,582.50
156872	12/10/2019	100140 CALIFORNIA MUNICIPAL REVENUE, & TAX AS: 1418			MEMBERSHIP RENEWAL	100.00
					Total :	100.00
156873	12/10/2019	110643 CEM CONSTRUCTION CORP.	19-034	024-00602	PEDESTRIAN SAFETY IMPROVEMENT	8,806.50
					Total :	8,806.50
156874	12/10/2019	103125 COMPLETE COACH WORKS	78557		GTRANS AUTO PARTS	226.28
					Total :	226.28
156875	12/10/2019	109913 COSTAR REALTY INFORMATION INC.	110419747		COSTAR SUITE - DECEMBER 2019	995.94
					Total :	995.94
156876	12/10/2019	101507 COX, CASTLE & NICHOLSON LLP	496345		PROFESSIONAL SERVICES - GARDEN/	140.75
					Total :	140.75
156877	12/10/2019	110360 DELA CRUZ, SPENCER	111419		MGMT ANNUAL HEALTH BENEFIT	500.00
					Total :	500.00
156878	12/10/2019	312117 DEPARTMENT OF WATER & POWER	102919 112119		LIGHT & POWER LIGHT & POWER	66.08 91.03
					Total :	157.11
156879	12/10/2019	110511 DESANTIAGO, RIGOBERTO	091919		REIMBURSEMENT - LONG BEACH LAN	80.00
					Total :	80.00
156880	12/10/2019	104276 DREHS, LARRY W.	OCTOBER 2019		MARTIAL ARTS INSTRUCTOR	1,456.50
					Total :	1,456.50
156881	12/10/2019	109416 E S SPORTS	11004		PD AUTO PARTS	200.95
			11009		2016 NISSN ALTIMA #1494034 STRIP AN	275.00
			11011		CUSTOM GRAPHICS FOR UNIT P21	729.95
			11020		CUSTOM GRAPHICS FOR UNIT P12	357.04
			11037		CUSTOM GRAPHICS FOR UNIT P18	196.69
			11045		2020 NISSN ALTIMA VIN #21639 - WINDI	275.00
			11050		CUSTOM GRAPHICS FOR UNIT P11	729.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156881	12/10/2019	109416 109416 E S SPORTS	(Continued)		Total :	2,764.58
156882	12/10/2019	110884 EMERGENCY MANAGEMENT SAFETY, PARTN	042	023-01243	EMERGENCY MANAGEMENT PROGRA	6,167.00
			045	023-01243	EMERGENCY MANAGEMENT PROGRA	6,167.00
					Total :	12,334.00
156883	12/10/2019	109426 ESPINOSA, VANESSA	11/18-11/29/19		PROFESSIONAL SERVICES - CASE WC	840.00
					Total :	840.00
156884	12/10/2019	105539 FACTORY MOTOR PARTS CO.	109-491942		PW AUTO PARTS	66.82
					Total :	66.82
156885	12/10/2019	106129 FEDEX	6-832-35439		SHIPPING SERVICES	10.93
			6-832-64522		SHIPPING SERVICES	45.60
			6-832-87933		SHIPPING SERVICES	20.18
			6-833-71971		SHIPPING SERVICES	26.54
					Total :	103.25
156886	12/10/2019	106545 FLEETPRIDE	39147377		PW AUTO PARTS	38.70
					Total :	38.70
156887	12/10/2019	106100 FORENSIC NURSE SPECIALISTS INC	4426		SART EXAM 07/24/19	850.00
					Total :	850.00
156888	12/10/2019	106615 FULLER ENGINEERING, INC.	140029		PARK MAINT SUPPLIES	1,291.68
					Total :	1,291.68
156889	12/10/2019	107034 GARDENA WELDING SUPPLY CO INC.	95 113112		GTRANS MAINT SUPPLIES	71.18
					Total :	71.18
156890	12/10/2019	619005 GAS COMPANY, THE	110619		CNG FUEL - OCTOBER 2019	325.91
			120219		GAS	667.18
					Total :	993.09
156891	12/10/2019	106763 GENERAL INDUSTRIAL TOOL &, SUPPLY	1172215-02		PW MAINT SUPPLIES	697.37
					Total :	697.37
156892	12/10/2019	106470 GILLIG LLC	40639863		GTRANS AUTO PARTS	82.37

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156892	12/10/2019	106470 GILLIG LLC	(Continued)			
			40640305		GTRANS AUTO PART	41.76
			40643369		GTRANS AUTO PARTS	695.08
			40643976		GTRANS AUOT PARTS	951.94
					Total :	1,771.15
156893	12/10/2019	619004 GOLDEN STATE WATER CO.	112219		WATER	9,769.60
					Total :	9,769.60
156894	12/10/2019	110887 GONZALEZ, GABRIEL	021219		REIMBURSEMENT - DEPARTMENT OF I	225.00
					Total :	225.00
156895	12/10/2019	110889 GONZALEZ, KAILA	112219		POOL TABLE REFELT - MAS FUKAI PAR	325.00
					Total :	325.00
156896	12/10/2019	107513 GRAINGER	9348612434		BUS FACILITY SUPPLIES	130.42
					Total :	130.42
156897	12/10/2019	208114 HASSOLDT, MATTHEW S.	10/18-11/17		EDUCATIONAL REIMBURSEMENT	690.00
					Total :	690.00
156898	12/10/2019	108434 HOME DEPOT CREDIT SERVICES	3042113		STREET MAINT SUPPLIES	480.61
			3311374		HOME IMPROVEMENT PROGRAM	142.90
			4311596		PARK MAINT SUPPLIES	95.11
			7042971		SIGNS/SIGNALS SUPPLIES	244.36
			7042972		PARK MAINT SUPPLIES	52.64
			7543342		PD PROGRAM SUPPLIES	22.33
			7867110		PW PROGRAM SUPPLIES	158.75
					Total :	1,196.70
156899	12/10/2019	104144 HOOKER, JASON	FALL 2019		EDUCATIONAL REIMBURSEMENT	656.00
					Total :	656.00
156900	12/10/2019	109198 HOWARD, NICOLA	10/16-10/21		EVERYCHILD CALIFORNIA TRAINING -	710.20
					Total :	710.20
156901	12/10/2019	109915 IAFCI	3970120		MEMBERSHIP DUES - D.SEARLE	70.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156901	12/10/2019	109915 109915 IAFCI	(Continued)			Total : 70.00
156902	12/10/2019	105513 INDUSTRIAL CLEANING SYSTEMS, INC.	38198		PD PROGRAM SUPPLIES	473.13
			38199		PD PROGRAM SUPPLIES	47.50
					Total :	520.63
156903	12/10/2019	110222 INTERAMERICAN MOTOR, LLC	110-197210		GTRANS AUTO PARTS	152.07
					Total :	152.07
156904	12/10/2019	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	130090273		GTRANS AUTO PARTS	-480.00
			80121593		GTRANS AUTO PARTS	2,429.00
					Total :	1,949.00
156905	12/10/2019	109957 JACKSON, ERIN	112219		MEDICAL REIMBURSEMENT	336.80
					Total :	336.80
156906	12/10/2019	110010 JANEK CORPORATION, THE	107302		GTRANS SHOP SUPPLIES	1,593.23
					Total :	1,593.23
156907	12/10/2019	111517 KIRK'S AUTOMOTIVE INC.	1033622		GTRANS SHOP SUPPLIES	184.00
					Total :	184.00
156908	12/10/2019	111260 KJOS, BARBARA JEAN	NOVEMBER 2019		GARDENA FAMILY CHILD CARE PROG	1,595.00
					Total :	1,595.00
156909	12/10/2019	312030 L.A. COUNTY ASSESSOR	20ASRE079		MAPS/POSTAGE	34.78
					Total :	34.78
156910	12/10/2019	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	IN200000345	024-00587	LABOR & EQUIPMENT CHARGES - TS	1,133.78
					Total :	1,133.78
156911	12/10/2019	312248 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	SA200000116		CATCH BASIN CLEAN OUT 2018-19 - SC	4,632.98
					Total :	4,632.98
156912	12/10/2019	109939 LA UNIFORMS & TAILORING	2575		PD UNIFORM SUPPLIES	147.72
			2716		PD UNIFORM SUPPLIES	444.13
			2717		PD UNIFORM SUPPLIES	444.13
			2718		PD UNIFORM SUPPLIES	444.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156912	12/10/2019	109939 LA UNIFORMS & TAILORING	(Continued) 3203 3225		PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES	60.17 98.44
					Total :	1,638.72
156913	12/10/2019	105874 LAWSON PRODUCTS, INC.	9307168483		BUS SHOP SUPPLIES	747.09
					Total :	747.09
156914	12/10/2019	104782 LEW EDWARDS GROUP, THE	010	023-01226	CONSULTING SERVICES - COMMUNITY	5,750.00
					Total :	5,750.00
156915	12/10/2019	112615 LU'S LIGHTHOUSE, INC.	01155794		GTRANS SHOP SUPPLIES	100.76
					Total :	100.76
156916	12/10/2019	105082 MAJESTIC LIGHTING, INC.	ML75447 ML75448		SIGNS/SIGNALS SUPPLIES PARK MAINT SUPPLIES	201.48 122.62
					Total :	324.10
156917	12/10/2019	113036 MANERI SIGN CO., INC.	40006924 40006970		SIGNS - "36"X36" "LEFT/U-TURN ARROW" SIGNS - "30"X36" "W.GARDENA BLVD D"	753.91 628.29
					Total :	1,382.20
156918	12/10/2019	106544 MARINA SECURITY GATE &, ELECTRONICS	E19-6373		SERVICE CALL - PD GATE NOT WORKING	613.76
					Total :	613.76
156919	12/10/2019	110306 MARIPOSA LANDSCAPES, INC	87051	024-00580	MEDIAN LANDSCAPE MAINTENANCE	6,000.41
					Total :	6,000.41
156920	12/10/2019	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	P30086		FIRE EXTINGUISHER SERVICE - REC C	310.42
					Total :	310.42
156921	12/10/2019	113064 MCMASTER-CARR SUPPLY COMPANY	21025770 21586603 21586604 22201264		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	144.00 507.69 51.05 409.28
					Total :	1,112.02
156922	12/10/2019	110715 METCO MOTORSPORTS	56887	037-09883	GTRANS AUTO PARTS	2,087.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156922	12/10/2019	110715 110715 METCO MOTORSPORTS	(Continued)		Total :	2,087.49
156923	12/10/2019	105877 MILLET SOFTWARE	619121634		VISUAL CUT ANNUAL SUPPORT ~	60.00
					Total :	60.00
156924	12/10/2019	107505 MOUSER ELECTRONICS, INC.	54538358		GTRANS AUTO SUPPLIES	554.35
					Total :	554.35
156925	12/10/2019	109056 MULTICARD	1200072441		MAINT AGREEMENT - CD800 PRINTER	1,250.00
					Total :	1,250.00
156926	12/10/2019	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	21489		SERVICE AGREEMENT PLAN ~	135.00
			428247		PROPANE GAS	520.89
			429758		PROPANE GAS	319.64
			430938		PROPANE GAS	296.33
					Total :	1,271.86
156927	12/10/2019	105622 N/S CORPORATION	0097124		SERVICE CALL -BUS WASH REPAIR	444.03
			0097326	037-09871	GTRANS' BUS WASH EQUIPMENT MAINT	385.00
					Total :	829.03
156928	12/10/2019	114003 NATIONAL PLANT SERVICES, INC.	14926	024-00605	SEWER REHABILITATION 2016 JN 895 -	22,563.66
					Total :	22,563.66
156929	12/10/2019	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	080819		MEDICAL INITIAL VISIT - H.CORONADO	152.97
			081219		MEDICAL PHYSICAL PROGRESS - H. C	118.06
			66106700		RANDOM DOT PHYSICALS - C.FRANCE	695.00
			66182073		RANDOM PHYSICAL, BAT, DOT - J.CAM	677.50
					Total :	1,643.53
156931	12/10/2019	115168 OFFICE DEPOT	388396790		PRINT SHOP OFFICE SUPPLIES	216.70
			388790795		BUS OFFICE SUPPLIES	108.37
			389264306		HR OFFICE SUPPLIES	53.67
			391383525		CM OFFICE SUPPLIES	206.76
			391390291		CM OFFICE SUPPLIES	18.82
			391625368		PD OFFICE SUPPLIES	68.96
			391749957		PRINT SHOP OFFICE SUPPLIES	43.63
			391760368		PRINT SHOP OFFICE SUPPLIES	10.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156931	12/10/2019	115168 OFFICE DEPOT	(Continued)			
			391840980		PD OFFICE SUPPLIES	32.84
			391841408		PD OFFICE SUPPLIES	24.96
			393579284		BUS OFFICE SUPPLIES	387.58
			393581605		BUS OFFICE SUPPLIES	65.01
			393772079		PD OFFICE SUPPLIES	25.35
			394645514		FINANCE OFFICE SUPPLIES	112.73
			395001160		FINANCE OFFICE SUPPLIES	-112.73
			395775216		PD OFFICE SUPPLIES	48.64
			397261811		PD OFFICE SUPPLIES	40.08
			398709908		CD OFFICE SUPPLIES	51.06
			398718422		CD OFFICE SUPPLIES	6.01
			398721879		PRINT SHOP OFFICE SUPPLIES	216.70
			398722210		PRINT SHOP OFFICE SUPPLIES	8.16
			398722212		PRINT SHOP OFFICE SUPPLIES	164.14
			398881721		BUS OFFICE SUPPLIES	114.38
			398951388		HR OFFICE SUPPLIES	75.86
			398954063		PD OFFICE SUPPLIES	400.30
			398957912		PD OFFICE SUPPLIES	1,189.68
			398958406		PD OFFICE SUPPLIES	44.44
			400101452		HR OFFICE SUPPLIES	245.27
			400859854		HR OFFICE SUPPLIES	107.36
			400861863		HR OFFICE SUPPLIES	25.17
			402288286		PD OFFICE SUPPLIES	19.03
			402288628		PD OFFICE SUPPLIES	22.86
			402499088		PD OFFICE SUPPLIES	114.94
			402525421		PD OFFICE SUPPLIES	76.06
			402525818		PD OFFICE SUPPLIES	16.96
			402686489		PD OFFICE SUPPLIES	103.37
			402775094		PD OFFICE SUPPLIES	273.74
			402863433		HR OFFICE SUPPLIES	75.86
			403091523		PD OFFICE SUPPLIES	430.63
			403091523-002		PD OFFICE SUPPLIES	167.52
			403097908		PD OFFICE SUPPLIES	28.45
			403344955		PD OFFICE SUPPLIES	39.81
			403688681		PD OFFICE SUPPLIES	379.87
			403689255		PD OFFICE SUPPLIES	248.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156931	12/10/2019	115168 OFFICE DEPOT	(Continued) 405919585 406174277		PRINT SHOP OFFICE SUPPLIES CD OFFICE SUPPLIES	55.41 54.87
					Total :	6,109.01
156932	12/10/2019	111358 O'REILLY AUTO PARTS	352281 355795 356280 356356 357679 357977		PW AUTO PARTS PW AUTO PARTS PW AUTO PARTS PW AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	9.37 20.97 84.79 17.94 61.37 262.81
					Total :	457.25
156933	12/10/2019	115810 ORKIN PEST CONTROL	190510837 190510838		PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703	230.90 230.90
					Total :	461.80
156934	12/10/2019	100663 OVERLAND PACIFIC & CUTLER, INC	1910133		PROFESSIONAL SERVICES - CITY MAT	995.00
					Total :	995.00
156935	12/10/2019	101782 PARTY ON RENTALS	T4143		RENTALS - WINTER WONDERLAND AR	753.84
					Total :	753.84
156936	12/10/2019	119271 PENSKE CHEVROLET	242409		PW AUTO PARTS	271.48
					Total :	271.48
156937	12/10/2019	101996 PHILLIPS 66 CO/GEGRB	110819		FUEL PURCHASES	6.95
					Total :	6.95
156938	12/10/2019	108600 PHOENIX GROUP INFORMATION, SYSTEMS	1020191211 102019211	035-00947 035-00947	PARKING TICKET CONTRACT SERVICE PARKING TICKET CONTRACT SERVICE	3,199.26 9,868.10
					Total :	13,067.36
156939	12/10/2019	105574 PINNACLE PETROLEUM, INC.	0206987 0206988	037-09859 037-09859	87 OCTANE REGULAR UNLEADED CAR 87 OCTANE REGULAR UNLEADED CAR	26,189.45 26,455.44
					Total :	52,644.89
156940	12/10/2019	106092 PRUDENTIAL OVERALL SUPPLY	42438642		UNIFORM & SUPPLY RENTAL	210.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156940	12/10/2019	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42438643		UNIFORM & SUPPLY RENTAL	111.64
			42438644		UNIFORM & SUPPLY RENTAL	96.55
			42464122		UNIFORM & SUPPLY RENTAL	243.75
			42464123		UNIFORM & SUPPLY RENTAL	117.55
			42464124		UNIFORM & SUPPLY RENTAL	96.23
			42464125		SUPPLY RENTAL - MATS - GTRANS	8.10
			42466339		UNIFORM & SUPPLY RENTAL	243.75
			42466340		UNIFORM & SUPPLY RENTAL	118.32
			42466341		UNIFORM & SUPPLY RENTAL	96.23
			42466342		SUPPLY RENTAL - MATS - PD	91.60
			42466343		SUPPLY RENTAL - MATS - NCC	13.65
			42466344		SUPPLY RENTAL - MATS - CH	19.00
			42466345		SUPPLY RENTAL - MATS - NCC	11.60
Total :						1,477.97
156941	12/10/2019	116575 PSYCHOLOGICAL CONSULTING, ASSOCIATES	523822		PEER SUPPORT TRAINING - PD	1,400.00
Total :						1,400.00
156942	12/10/2019	104868 PYRO-COMM SYSTEMS, INC.	135513	037-09893	FIRE ALARM TESTING - BLDG A	322.00
			135514	037-09893	FIRE ALARM TESTING - BLDG B	321.50
			135515	037-09893	FIRE ALARM TESTING - BLDG C	321.50
			135516	037-09893	FIRE ALARM MAINT - BLDG A	298.50
			135517	037-09893	FIRE ALARM MAINT - BLDG B	298.50
			135518	037-09893	FIRE ALARM MAINT - BLDG C	298.00
			135839	037-09893	FIRE ALARM MONITORING - BLDG A	135.00
			135840	037-09893	FIRE ALARM MONITORING - BLDG B	135.00
			135841	037-09893	FIRE ALARM MONITORING - BLDG C	135.00
			139696	037-09893	FIRE ALARM MONITORING - BLDG A	135.00
			139697	037-09893	FIRE ALARM MONITORING - BLDG B	135.00
			139698	037-09893	FIRE ALARM MONITORING - BLDG C	135.00
Total :						2,670.00
156943	12/10/2019	103907 QUINN COMPANY	PC810865047		PW AUTO PARTS	247.28
			PC810865048		PW AUTO PARTS	247.28
			PR810295157		PW AUTO PARTS	-539.31
			WO810209108		PW AUTO PARTS	879.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156943	12/10/2019	103907 103907 QUINN COMPANY	(Continued)		Total :	834.27
156944	12/10/2019	101511 READYREFRESH	19K0010113405		DRINKING WATER SERVICE	137.94
					Total :	137.94
156945	12/10/2019	110734 RED KITE PROJECT	01748	037-09878	TRAINING WORKSHOPS - FIXED ROUT	22,360.00
					Total :	22,360.00
156946	12/10/2019	717819 REDDY, KIMBERLY R.	SEPT-DEC 2019		MSW FIELD SUPERVISION	1,737.68
					Total :	1,737.68
156947	12/10/2019	118142 REFRIGERATION SUPPLIES, DISTRIBUTOR	48399801		BUS FACILITY MAINT SUPPLIES	1,415.61
					Total :	1,415.61
156948	12/10/2019	118476 RICOH USA, INC.	9027725589 9027726251 9027726490		RICOH DD6650P COPIER LEASE - PRIM RICOH PRO8100S COPIER LEASE - PR RICOH MPC3503 COPIER LEASE - FCC	552.46 378.38 207.80
					Total :	1,138.64
156949	12/10/2019	100585 RKA CONSULTING GROUP	29425		ENGINEERING PLAN CHECK SERVICE	140.00
					Total :	140.00
156950	12/10/2019	119022 SAFEMART OF SOUTHERN, CALIFORNIA	91749 92518 92543		STREET MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES	20.37 5.48 12.48
					Total :	38.33
156951	12/10/2019	119016 SAM'S CLUB	0692 8485 11/10/19		HELPING HANDS PROGRAM SUPPLIES VETERANS DAY PROGRAM SUPPLIES	65.57 173.84
					Total :	239.41
156952	12/10/2019	105934 SANTIN, STEPHANY	112219		MGMT ANNUAL HEALTH BENEFIT	180.00
					Total :	180.00
156953	12/10/2019	110772 SANTOS, VICTOR D.	112119		MGMT ANNUAL HEALTH BENEFIT	500.00
					Total :	500.00
156954	12/10/2019	108654 SECTRAN SECURITY INC.	19101963		CURRENCY VERIFICATION - OCTOBER	2,497.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156954	12/10/2019	108654 SECTRAN SECURITY INC.	(Continued) 19110636 19110637		ARMORED TRANSPORTATION SERVICE ARMORED TRANSPORTATION SERVICE Total :	734.50 181.29 3,413.71
156955	12/10/2019	109918 SHIGE'S FOREIGN CAR SERVICE	77722 77771		2018 KIA NIRO EX #1552642 OIL & FILTE 2016 FORD INTRCPTR #1488057 BATTE Total :	27.23 233.70 260.93
156956	12/10/2019	119361 SMART & FINAL IRIS CO.	054612 064890		SR BUREAU PROGRAM SUPPLIES SR BUREAU PROGRAM SUPPLIES Total :	84.00 187.94 271.94
156957	12/10/2019	110343 SMARTCOVER SYSTEMS	13998	024-00611	SMART COVER SYSTEM RENEWAL Total :	22,890.00 22,890.00
156958	12/10/2019	119129 SNAP-ON INDUSTRIAL	ARV/41926405		BUS MAINT SUPPLIES Total :	1,913.51 1,913.51
156959	12/10/2019	619003 SOUTHERN CALIFORNIA EDISON	112319		LIGHT & POWER Total :	616.38 616.38
156960	12/10/2019	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	109763		OLYMPUS OMEGA RED AF 50/50 Total :	1,724.24 1,724.24
156961	12/10/2019	119455 SPEARS APPLIANCE SERVICE, INC.	279277		SERVICE CALL - REPAIR PILOT ON RA Total :	168.50 168.50
156962	12/10/2019	119010 STAPLES ADVANTAGE	3428705046 3428705047 3429631234 3429774295 3429774299		PW OFFICE SUPPLIES PW OFFICE SUPPLIES PW OFFICE SUPPLIES ENGINEERING OFFICE SUPPLIES PW OFFICE SUPPLIES Total :	65.20 21.89 21.89 76.55 -21.89 163.64
156963	12/10/2019	119550 SWRCB	WD-0161914		ANNUAL PERMIT FEE ~ Total :	2,625.00 2,625.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156964	12/10/2019	100609 TANK SPECIALISTS OF CALIFORNIA	29296 29301		MONITORING SYSTEM TEST & CERTIF CERTIFIED DESIGNATED OPERATOR S	1,100.00 189.75 Total : 1,289.75
156965	12/10/2019	106870 TENDER LOVING CARE CATERING, INC.	11/16-11/30/19	034-00411	SENIOR FEEDING PROGRAM	8,660.90 Total : 8,660.90
156966	12/10/2019	105070 T-MOBILE USA, INC.	9379467141		GPS LOCATE - 10/10-11/07/19	1,479.00 Total : 1,479.00
156967	12/10/2019	109775 TOMS TRUCK CENTER NORTH COUNTY	1166022 1166426		GTRANS AUTO PARTS GTRANS AUTO PARTS	396.70 5.97 Total : 402.67
156968	12/10/2019	109783 TORRANCE LOCK & SECURITY	224827		GTRANS MAINT SUPPLIES	121.55 Total : 121.55
156969	12/10/2019	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	AYERS 11/22/19 BARRAGAN 11/22/19 BEEMAN 11/22/19 C.OSORIO 11/22/19 FINANCE 11/22/19 JONES 10/22/19 PD TRAINING 11/22/19 PD TRNING2 11/22/19 PD TRNING3 11/22/19 PD TRNING4 11/22/19 V.OSORIO 11/22/19 VERCELES 11/22/19 WARD 11/22/19		CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 09/24-10/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19 CAL CARD STATEMENT 10/23-11/22/19	1,493.64 2,436.95 2,125.00 59.92 3,937.36 1,771.89 499.00 781.64 54.22 1,037.39 1,491.32 117.56 411.05 Total : 16,216.94
156970	12/10/2019	121275 UNDERGROUND SERVICE ALERT, OF SC	1020190277 18dsbfe5690		NEW TICKETS NEW TICKETS	208.00 73.69 Total : 281.69
156971	12/10/2019	110586 VARGAS, FLAVIO	112019		MGMT ANNUAL HEALTH BENEFIT	490.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156971	12/10/2019	110586 110586 VARGAS, FLAVIO	(Continued)		Total :	490.00
156972	12/10/2019	122050 VERIZON WIRELESS	9841891753 9842394620		PW CELL PHONE SERVICE~ BUS CELL PHONE SERVICE~	2,325.59 651.28
					Total :	2,976.87
156973	12/10/2019	101903 WATER TECHNIQUES	76048		DRINKING WATER SYSTEM RENTAL	45.00
					Total :	45.00
156974	12/10/2019	104107 WAXIE SANITARY SUPPLY	78721401		BUS WASH SUPPLIES	160.83
					Total :	160.83
156975	12/10/2019	123146 WEST BASIN WATER ASSOCIATION	170919-6 180917-6 190926-6		ANNUAL MEMBERSHIP DUES ANNUAL MEMBERSHIP DUES ANNUAL MEMBERSHIP DUES - FY 2020	780.00 500.00 500.00
					Total :	1,780.00
156976	12/10/2019	110370 WESTERN COLLISION CENTER, INC	1012 1014 1018 1019 1020		2016 FORD EXPLR #1484145 BODY REI 2018 FORD EXPLR #1554895 BODY REI 2014 FORD EXPLR #1442249 BODY REI 2015 FORD EXPLR #1462841 BODY REI 2014 FORD EXPLR #1442354 BODY REI	250.00 708.24 1,643.72 250.00 120.00
					Total :	2,971.96
156977	12/10/2019	119387 WEX BANK	61708389 62221815		FUEL PURCHASES FUEL PURCHASES	380.58 420.99
					Total :	801.57
156978	12/10/2019	123050 WILLIAMS SCOTSMAN, INC.	7315494	035-00936	MODULAR BUILDING RENTAL CPX-804	2,637.37
					Total :	2,637.37
156979	12/10/2019	125001 YAMADA COMPANY, INC.	78481 78520		PARK MAINT SUPPLIES PARK MAINT SUPPLIES	54.07 29.57
					Total :	83.64
156980	12/10/2019	103601 YINCOM	6563 6564 6565		IT COMPUTER PARTS PD COMPUTER PARTS IT COMPUTER PARTS	1,653.45 44.68 1,653.45

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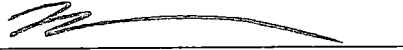
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156980	12/10/2019	103601 YINCOM	(Continued)			
			6566		IT COMPUTER PARTS	1,223.12
			6567		COMPUTER REPLACEMENT PARTS	207.81
					Total :	4,782.51
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126	Vouchers in this report				Total vouchers :	430,711.13

Bank code : USB

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 16 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 16 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 12/10/19
Date

Councilmember Date

Councilmember Date

Acknowledged:

Councilmember Date

Councilmember Date



CITY of GARDENA

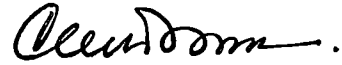
5. D. (1)
CITY MANAGER
Report No. P-2019-21
Date: December 10, 2019

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

1. Request for City Council to Approve the Employment Agreement for Clint Osorio, Interim City Manager, to City Manager, effective December 10, 2019 through December 9, 2022.
2. Report the Probationary Appointment of the following individuals:
 - a. **DEBORAH SLOBOJAN** to the position of Family Child Care Education Coordinator, Schedule 53 (\$5,550 - \$7,083/month) with the Recreation & Human Services Department effective December 2, 2019.
 - b. **MINESH CHAUHAN** to the position of Transit Systems Analyst, Schedule 61 (\$6,762 - \$8,630/month) with the Transportation Department effective December 2, 2019.
 - c. **ELNNER MIRANDA** to the position of Transit Mechanic, Schedule 47 (\$4,787 - \$6,109/month) with the Transportation Department effective December 5, 2019.
3. Report that the Appointment of **GUADALUPE ZENDEJAS** to the position of Acting Administrative Aide, Schedule 43 (\$4,337 - \$5,536), with the Recreation and Human Services Department effective July 1, 2019.
4. Report that the following individuals are on an unpaid administrative leave:
 - a. Police Officer, **EDWARD ARAO**, of the Police Department effective November 20, 2019 through a date to be determined.
 - b. Police Officer, **CARLOS FERNANDEZ**, of the Police Department effective November 20, 2019 through a date to be determined.
5. Report that Bus Operator, **SHAQUITA THOMAS**, of the Transportation Department, has returned to duty from leave effective November 13, 2019.
6. Report the recruitment for the Open/Competitive position of Equipment Utility Worker I (Transportation Department). This recruitment closed on December 4, 2019.
7. Report the active recruitment for the Closed/Promotional position of Police Lieutenant (Police Department). This recruitment is scheduled to close on January 29, 2019.
8. Report the active recruitment for the Closed/Promotional position of Police Captain (Police Department). This recruitment is scheduled to close on January 29, 2019.

5. D. (1)
CITY MANAGER
Report No. P-2019-21
Date: December 10, 2019

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Clint Osorio", followed by a period.

CLINT OSORIO
Interim 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)

Department: CONSENT CALENDAR

Meeting Date: December 10, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: ACCEPTANCE OF PROJECTS AND NOTICE OF COMPLETION
A. PEDESTRIAN SAFETY IMPROVEMENT 2018-2019, JN 947
B. SIDEWALK REPLACEMENT 2018-2019, JN 948
CEM CONSTRUCTION CORP.

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Accept Projects and Order the Recordation of Notice of Completion	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
Staff respectfully recommends that the City Council accept the work and order the recordation of Notice of Completion.	
This project removed and replaced 1,880 linear feet of curb and gutter, 12,879 square feet of sidewalk, installed 53 new street trees, and reconstructed 1 cross gutter in the City.	
Sufficient funds to complete this project were appropriated by the City Council in the FY 2018-2019 Capital Improvement Budget using Measure "R" Local Funds and SB 821 Funds.	
<u>FINANCIAL IMPACT/COST:</u>	
Amount of Expense: \$308,526.25 (Construction)	
Funding Source: Measure "R" Local Funds and SB 821 Funds	
<u>ATTACHMENT:</u>	
Notice of Completion	
Submitted by: <u>Joseph Cruz</u>	Joseph Cruz, General Services Director
Date: <u>12/4/19</u>	
Concurred by: <u>Clint Osorio</u>	Clint Osorio, Interim City Manager
Date: <u>12/4/19</u>	

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk
City of Gardena
1700 W. 162nd Street
Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
2. That on the 3rd day of March, 2019, the City Council of said City entered into contract with CEM Construction Corp. whose address is 8207 Brookgreen Road, Downey, CA 90240 for the improvement titled A. Pedestrian Safety Improvement 2018-2019, JN 947; B. Sidewalk Replacement 2018-2019, JN 948 in accordance with City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at Various Locations in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on November 6, 2019.
5. That the City Council formally accepted this work and improvement on December 10, 2019.
6. That the Surety on the Performance Bond and the Labor and Material Bond of said Contractor under said contract was, and is, the Developers Surety and Indemnity Company whose address is 17771 Cowan Ave. #100, Irvine, CA 92614.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled A. Pedestrian Safety Improvement 2018-2019, JN 947; B. Sidewalk Replacement 2018-2019, JN 948 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this day of 2019.

City of Gardena

JESUS DE CASTRO



City of Gardena City Council Meeting

Agenda Item No. 5.D. (3)

Department: Consent Calendar

Meeting Date: December 10, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVAL OF AGREEMENT AMENDMENT WITH MACRO, A DIVISION OF ROSS & BARUZZINI FOR A CONTRACT AMENDMENT TOTAL OF \$155,583 AND A PROJECT TOTAL OF \$171,141

COUNCIL ACTION REQUIRED:

Approve Amendment

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena's GTrans is preparing to proceed its GTrans' Real-Time Information Deployment Project (GRID), which includes Computer Aided Dispatch/Automated Vehicle Location (CAD/AVL) Dispatching and Monitoring System, Real-Time Next Bus Arrival Information System, Bus Signal Priority Integration, Vehicle Health Monitoring Solution, and an ITS Data Management/Reporting Solution. GTrans wishes to pursue professional project management services that will guide this project with critical expertise to ensure a successful deployment.

To that end, GTrans is able to leverage its existing contract with MACRO, a Division of Ross & Baruzzini by amending it to include project management services. MACRO was hired in 2018 to provide technical expertise to GTrans in recommending and developing requirements for the ITS project. In September 2019, GTrans amended its original contract with MACRO to include project management services for the implementation of its Scheduling and Operations Management project. Staff is extremely pleased with the work MACRO has performed, and is confident that GTrans will benefit greatly from a continuation of their work to manage the GRID project. MACRO has significant experience working on ITS projects with small and large transit agencies not only in California, but also throughout the country.

MACRO's proposal to manage the GRID project is \$155,583. GTrans is also requesting an additional contingency of 10 percent or \$15,558 to accommodate any unforeseen changes that may arise. Such funds would not be expended without prior GTrans approval.

Therefore, it is recommended that the Council authorize the execution of a contract amendment to the existing agreement with MACRO, a Division of Ross & Baruzzini in the amount of \$155,583, and a contingency of \$15,558 for a project total of \$171,141.

FINANCIAL IMPACT/COST:

This project is funded through existing federal, state and local grant funds available to GTrans and specifically designated for both projects. There is no impact to the General Fund.

ATTACHMENTS:

- A. Contract Amendment between City of Gardena and MACRO, a Division of Ross & Baruzzini
- B. MACRO Statement of Proposal – Implementation Oversight for GTrans Real-Time Information Deployment (GRID) System Project

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 12/3/19

Concurred by Clint Osorio, Clint Osorio, Interim City Manager

Date 12/4/19

CITY OF GARDENA
SECOND AMENDMENT TO CONSULTANT AGREEMENT

This Second Amendment to Agreement is entered into this 10th day of December, 2019 by and between the City of Gardena, a municipal corporation ("City") and MACRO, A Division of Ross & Baruzzini, a ("Consultant").

WHEREAS. City and Consultant entered into a Consultant Agreement dated June 26, 2018, ("Agreement") pursuant to which Consultant has provided Traffic Signal/Engineering Services;

WHEREAS. City and Consultant desire to contract for additional services pursuant to section 3 of the Agreement.

WHEREAS. City and Consultant desire to contract for additional consulting services for its Intelligent Transportation System (ITS) Project designated as Project Management for GRID, in Consultant's proposal dated November 20, 2019 attached hereto as Exhibit "A"

NOW, THEREFORE, the parties agree as follows:

1. Consultant shall perform, as Additional Service, the work designated as Project Management for GTrans Real-Time Information Deployment (GRID) Project in Exhibit A;
2. Consultant shall be compensated for time and materials in an amount not to exceed \$155,583;
3. Subject to the right of either party to terminate with or without cause as set forth in the Agreement, Consultant shall perform the services set forth in Exhibit A within the time set forth therein;
4. The rights and obligations of the parties with regard to the provision of these Additional Services shall be governed by the Agreement.

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

CITY OF GARDENA

BY _____

Tasha Cerda
Mayor

DATE _____

ACCEPTED

MACRO

BY _____

DATE _____

APPROVED AS TO FORM

BY  _____

Peter Wallin
City Attorney

DATE 12/4/2019

CITY OF GARDENA



STATEMENT OF PROPOSAL

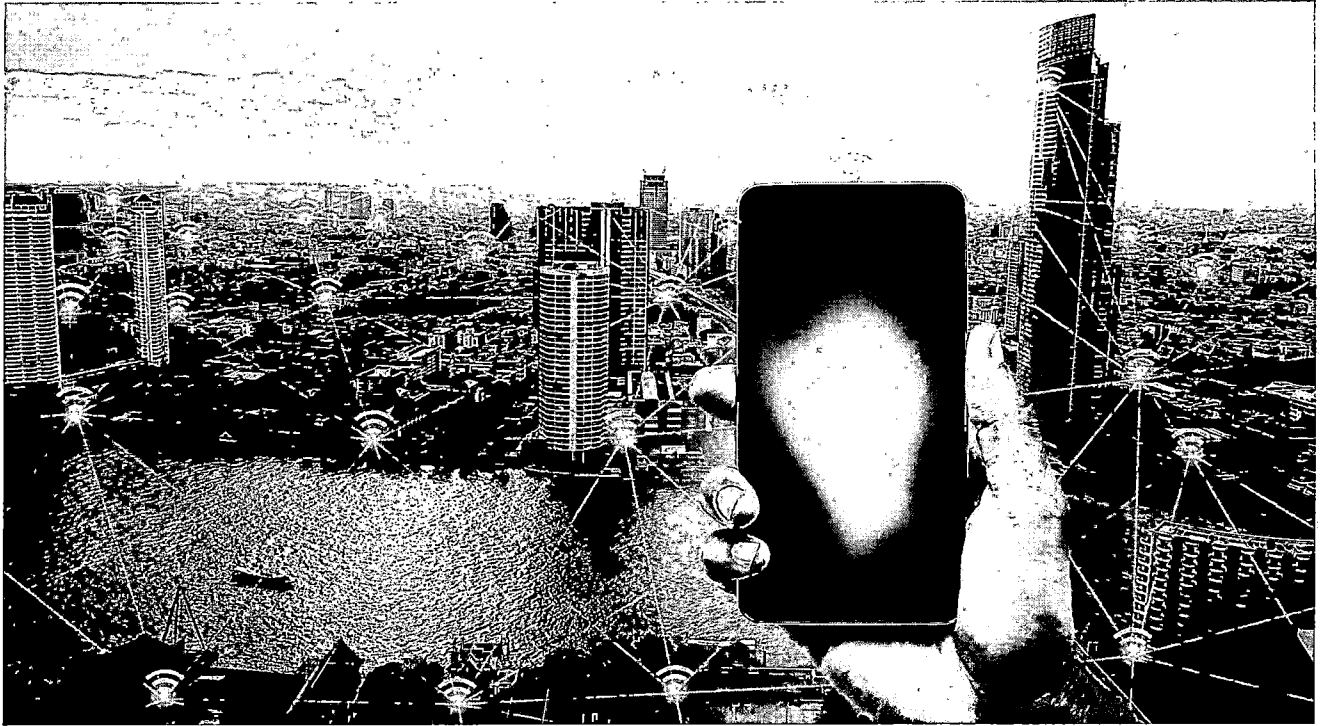
Implementation Oversight for GTrans Real-Time
Information Deployment (GRID) System Project

November 20, 2019

MACRO

A division of Ross & Baruzzini

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CHAPTER 2	Qualifications and Experience of the Firm
CHAPTER 3	Qualifications and Experience of Proposed Staff
CHAPTER 4	Project Management Approach
CHAPTER 5	Work Plan Implementation oversight for GTrans Real-Time Information Deployment (GRID) System Project
CHAPTER 6	Cost Proposal

Chapter 1 Company and General Information

Name	Ross & Baruzzini Macro
Address	West Main Street, Suite 500, Lansdale, Pennsylvania 19446
Primary Contact	Megan C. Huff, Vice President/ Managing Principal
Telephone/E-mail	(877) 543-6071, mhuff@macro.com
Year Founded	Macro: 1968 Ross & Baruzzini: 1953
Firm Size	Macro has 24+ subject matter experts located in Philadelphia, Pennsylvania and in the regional areas of New York/New Jersey, Massachusetts, and Utah. Ross & Baruzzini employs nearly 400 design professionals and subject matter experts across the United States including regional offices in Columbia (Illinois), Indianapolis, New York, Philadelphia, Connecticut, Miami, and Toronto.
Organizational Structure	Corporation; Macro is wholly owned by Ross & Baruzzini.

Chapter 2 Qualifications and Experience of the Firm

About the Firm

Founded in 1953, Ross & Baruzzini has been consistently ranked as one of the premier consulting engineering companies in the world, most recently ranked among the top 500 design and construction firms in Engineering News-Record and in Building Design & Construction's top 40 engineering companies in the United States. With a history of innovation spanning 65 years, the firm approaches each new project with a detailed understanding of business processes, facilities and technology requirements to ensure that personnel, technology, and process are fully integrated for maximum efficiency and effectiveness.

Organizational Structure:

Corporation

Size of Firm: Large Business

Years in Business: 65

Name of Owners & Principals:

Craig Toder, William Overturf III

Number of Staff: 300+

Ross & Baruzzini, along with Macro, a division of Ross & Baruzzini, offers full-service consulting services to rail and bus clients who want a totally integrated consulting and design solution. By consistently employing structured system engineering processes, modern project management techniques and real-world, hands-on experience, Ross & Baruzzini | Macro delivers the value-added knowledge resource clients seek.

Ross & Baruzzini | Macro is an independent, full-service, technology, system engineering, and project management consultancy firm proudly serving public mass transit providers and public safety agencies, and public utilities. Ross & Baruzzini | Macro offers a strong track record of assisting transit agencies throughout North America and Australia to plan for, procure, and deploy, the widest spectrum of Intelligent Transportation Systems (ITS) for fixed-route bus and paratransit services, such as:

- CAD/AVL systems
- Real-time Passenger Information (APIS)
- Automatic Passenger Counters (APC)
- Private land mobile radio (voice & data)
- Public cellular
- Bus & Paratransit scheduling software
- In-vehicle camera systems
- Interactive Voice Response (IVR)
- Audio/visual annunciators
- Mobile Wi-Fi access
- On-board displays/terminals
- Destination signage
- Automatic vehicle monitoring (AVM)
- Facility security/CCTV
- Paratransit client reservation systems
- Vehicle diagnostic monitoring

Since its inception, Ross & Baruzzini | Macro staff have developed an extensive knowledge base designing and managing the implementation of major subsystems found in a variety of public transit fleet management and communications systems deployed through the practical application of over 45 ITS assignments. Ross & Baruzzini | Macro's proven system engineering principles and best-practices will be employed to achieve the City of Gardena's (GTrans) system objectives.

Availability of Project Manager

Ross & Baruzzini | Macro's proposed Project Manager, Eric Keijzer, PMP, has supported several projects in California, including projects with GTrans, SFMTA, and LA Metro. Eric can easily shift his work schedule to be accessible during regular GTrans business hours. Of course, he would also be available outside these regular business hours if the need arises.

Ross & Baruzzini | Macro Differentiators

Ross & Baruzzini | Macro has been providing consulting services for the planning, specification, and implementation of ITS systems for fixed-route bus service for over 30 years. Many of the earliest ITS systems implemented in the United States were implemented with Ross & Baruzzini | Macro assistance.

Part of Ross & Baruzzini | Macro's core business is also its radio and communications group, comprised of an experienced consulting team of established public transit/ public safety radio communications experts. These experts perform system

analysis, specification development, design, and implementation of voice and data Land Mobile Radio and Microwave systems nation-wide. These resources are available for assistance on the various communications needs of this project.

Ross & Baruzzini | Macro has successfully completed ITS consulting assignments for a large number and wide range of transit agencies. As shown in the table of similar clients below, the functions/systems GTrans intends to procure, and the consulting services GTrans has specified in its request closely align with the functions and services provided by Ross & Baruzzini | Macro on the majority of ITS projects.

A primary advantage of selecting Ross & Baruzzini | Macro is the wealth of experience Ross & Baruzzini | Macro brings from having done it before.

We are not just planners and/or designers, we are doers.

Ross & Baruzzini | Macro's culture is such that the company is very stable. Many of the same engineers that implemented the early systems are still at Ross & Baruzzini | Macro today. The core engineering team is located in the Philadelphia, PA office. When assistance is needed to address a situation, it's very likely that there is another engineer who has solved this problem before.

Ross & Baruzzini | Macro uses recognized systems engineering and project management processes and tools to ensure that Macro's consulting assignment is delivered on time and within budget and exceeds our client's expectations. Our tools are listed below:

- Planning and Specification Guide
- Baseline ITS Functional/Performance Specification that reflects the experience gained from many ITS projects
- Library of project cost data from other projects to aid in the production and accuracy of system cost estimates
- Microsoft Project Scheduling software
- Project SharePoint site for collaboration on deliverables among the Macro/client team members, storage of reference material, and tracking of project action items and issues
- Deltek Vision project accounting software, which provides Macro's Project Managers with real-time access to project plans and costs
- Rigorous QA procedures that ensures that every deliverable is reviewed internally prior to delivery to the client

List of Similar Clients

Below is Ross & Baruzzini | Macro's industry-leading portfolio of completed and ongoing transit/transportation-related consulting assignments pertaining to the planning, design, procurement, installation, and deployment of state-of-the-art ITS technologies:

- Real-time CAD/AVL platforms with passenger information (bus arrival) delivery/displays
- "Smart bus" in-vehicle subsystems such as, but not limited to, route and schedule adherence tracking and reporting, data messaging, APCs, destination signs, automatic next-stop annunciators, and farebox interface
- Outputs to transit-oriented decision support systems (TODSS)
- Wide-area wireless communications infrastructures (land mobile radio and cellular-based)
- Transit-oriented, multi-modal, operations control centers

Clients of Macro's Transit ITS Practice

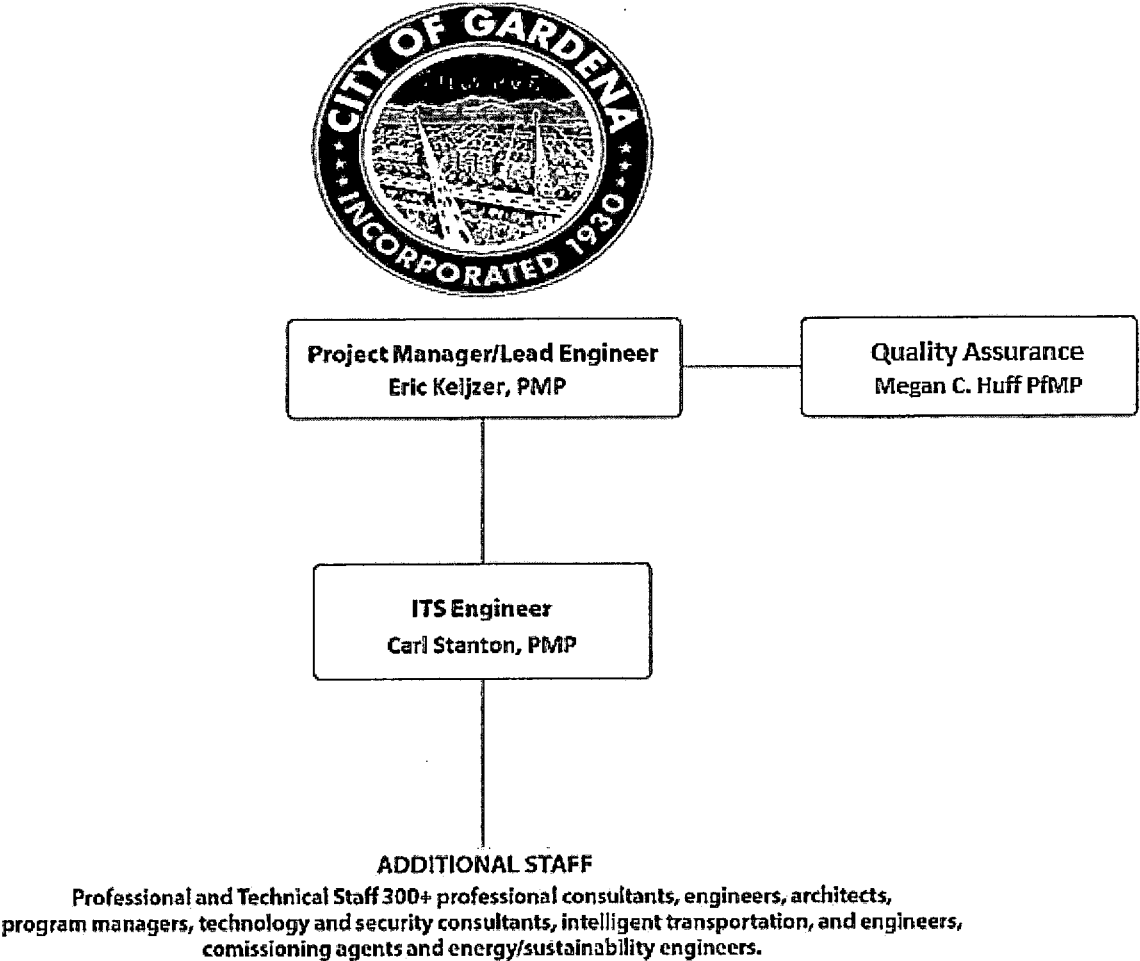
	Fleet Size	Computer Aided Dispatch	Automatic Vehicle Location	Paratransit Vehicle	Voice Data Radio	On-board Annunciators	Auto Passenger Manifesting	Farbox Interface	Customer Info Systems	Scheduling & Dispatching	Traffic Signal Priority	Security / Incidents	Regional Integration	Facility Planning	Strategic Planning	System Specification	Procurement Support	Implementation Oversight
Alameda-Contra Costa (AC) Transit, Oakland, CA	748	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tri-Met Transit, Portland, OR	300	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Honolulu PTD ("The Bus"), Honolulu, HI	525	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Rochester - Genesee County Regional Transit, Rochester, NY	266	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Regional Trans. Commission of Clark County ("CAT"), Las Vegas, NV	430	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Santa Clara Valley Transit Authority (VTA), San Jose, CA	680	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
San Diego (SDCT/NCTD), San Diego, CA	598	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Valley Metro, Phoenix, AZ	1,195	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
San Mateo County Transit ("SamTrans"), San Carlos, CA	409	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of El Paso Transit, TX	574	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
State of Connecticut DOT	150	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Metropolitan Council ("Metro Transit"), Minn-St. Paul, MN	953	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
PACE, Chicago suburbs, IL	669	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Milwaukee County Transit, Milwaukee, WI	550	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hampton Roads Transit, Norfolk, VA	301	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
NYCT Fixed Route, New York, NY	250	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
NYCT Paratransit, New York, NY	1,329	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Edmonton Transit, Alberta, CAN	1,057	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Central Ohio TA (COTA), Columbus, OH	377	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Greater Bridgeport TA (GBTA), Bridgeport, CT	90	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Intercity Transit, Olympia, WA	97	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Madison County Transit, Granite City, IL	114	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Monterey-Salinas Transit, Monterey, CA	118	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Colorado Springs Transit, CO	92	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pierce Transit, Tacoma, WA	220	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Stark Area Transit, Canton, OH	64	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Suffolk County Transit, East Islip, NY	300	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Westchester County ("Bee Line"), White Plains, NY	408	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Capital Metro Transit, Austin, TX	310	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Rhode Island Public Transit Authority (RIPTA), Providence, RI	234	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Montgomery County Transit, Rockville, MD	278	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Greater Richmond Transit Commission (GRTC), Richmond, VA	125	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
King County Metro Transit, Seattle, WA	1,225	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Transit Auth. of Northern Kentucky (TANK), Covington, KY	102	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Walt Disney World, Orlando, FL	210	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Long Island Railroad (LIRR), Queens, NY	145	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
State of Wisconsin DOT	>5,000	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
New York City Dept of Education, NY	8,500	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Los Angeles Metro, CA	2,228	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
PRTC, Woodbridge, VA	135	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SFMTA, San Francisco, CA	1,200	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Canberra, Australia	420	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Calgary Transit, Calgary, Alberta, Canada	1,028	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cobb Community Transit, Marietta, Georgia	135	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gwinette County Transit, Norcross, Georgia	101	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SEPTA, Philadelphia, PA	1,760	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Chapter 3 Qualifications and Experience of Proposed Staff

Ross & Baruzzini | Macro is proposing Eric Keijzer and Carl Stanton for the implementation oversight of GTrans GRID project. This is the same team responsible for the previous and mostly completed GRID project phases.

As shown in the organization chart below, Eric Keijzer will be the Project Manager/ Lead Engineer and Carl Stanton will be the ITS Engineer, supporting Eric. Eric as worked on many transit projects throughout his career.

Résumés for Eric Keijzer, Carl Stan and Megan Huff are enclosed.



Eric (A.J.M.) Keijzer, PMP, SSCP Project Manager



Education

B.S., Information Technology –
Fontys University, Eindhoven
The Netherlands

B.S., Management Science – The
Enschede Polytechnic, Enschede,
The Netherlands

University Degree in Marketing
(NIMA A and B), Enschede, The
Netherlands

Certification & Accreditation
Certified Project Management
Professional (PMP)

Systems Security Certified
Practitioner (SSCP)

Wonderware System Platform 1
and 2

Affiliations

Project Management Institute
(PMI)

International Information
Systems Security Certification
Consortium (ISC)²

Eric has more than 23 years of experience and brings a wealth of specialized skills including CAD/AVL, IVR, ITS/Smart Bus, Scheduling Systems, GPS, Passenger Information Systems, Cyber Security, Database applications, Computer Systems Networking, SharePoint. Eric has worked on a variety of fleet monitoring, wireless communications and Transit ITS projects and was involved in all project life cycle phases. Eric is currently responsible for two CAD/AVL projects and provides technical assistance for multiple other AVL, IVR, and CETC projects.

Eric is a Project Management Institute (PMI) Credentialed Project Management Professional (PMP) and is a certified Systems Security Certified Practitioner (SSCP).

Summary of Experience

GTrans, City of Gardena, GTrans Real-Time Information Deployment (GRID), Gardena, California

Project Manager and lead engineer responsible for the planning phase, technical specifications, and proposal evaluation for a robust ITS system that includes a CAD/AVL system, real-time passenger information system, and on-bus hardware for Transit Signal Priority.

San Francisco Municipal Transportation Authority (SFMTA), Multimodal Transit Management System (MTMS) and Public Service Voice Radio Network (PSVRN), San Francisco, California

Subject Matter Expert of all matters concerning the MTMS, related, CAD/AVL, and other ITS-oriented systems of this state-of-the-art solution. Eric is also the project manager responsible for coordinating Macro's consulting engineering services related to the new radio system deployment. Eric works closely with SFMTA's team to review the CAD/AVL design package and their system's interface with the new radio system, oversees system staging, factory testing, installation and mini-fleet testing, full fleet deployment and cutover, and related user and system administration training. The MTMS includes CAD/AVL, integrated incident management/reporting, ADA compliant traveler information, scheduling system interfaces, above and underground radio systems, a primary and secondary control center, 7 radio sites, with equipment installed on all SFMTA vehicles, including the light rail and historical vehicles.

Southeastern Pennsylvania Transportation Authority (SEPTA), CAD/AVL System, Philadelphia, Pennsylvania

Project Manager and lead engineer responsible for the specification for replacing a legacy CAD/AVL System supporting approximately 1750 vehicles operating out of nine (9) depots throughout the Philadelphia metropolitan area.

Los Angeles Metro, Integrated Bus and Rail Operations Center, Los Angeles, California

Design Engineer for Macro for the new Metro Bus Operations Center (BOC) and Rail Operations Center (ROC) to integrate functions, improve communication and coordination. Responsible for preparing comprehensive assessment of all current bus operations, including existing systems and processes, and providing recommendations for new roles, systems, and processes for the integrated BOC/ROC.

Prepared existing process diagrams and future process diagrams for bus operations based upon recommended roles, systems, and processes.

Potomac and Rappahannock Transportation Commission (PRTC), CAD/AVL System, Woodbridge, Virginia

Eric developed procurement specifications, evaluated vendor proposals, and was the project manager for the implementation oversight of replacing a legacy CAD/AVL system supporting PRTC's 135 vehicle fixed route and flex fleet with a system providing CAD/AVL functions, a fleet wide Automatic Passenger Counting (APC) implementation, interfaces to fixed and flex scheduling systems, and real time customer information feeds using the General Transit Feed Real Time Specification (GTFS RT).

Suffolk County Transit, CAD/AVL System, Yaphank, New York

Project manager for the implementation oversight of a new CAD/AVL system supporting Suffolk County's 288 vehicle fixed route and paratransit fleet. Eric participated in the collection and analysis of user requirements and planning, developed procurement specifications, and evaluated vendor proposals for a CAD/AVL system for the Suffolk County Transit System.

Amtrak Northeast Corridor, CETC Replacement Project, Multiple locations

Engaged to replace the current system with a new Central Electrification and Traffic Control (CETC) system that monitors and controls rail traffic on the Northeast Corridor (NEC). Tasks include field and factory testing, developing and maintaining a Microsoft SharePoint Project Management site, and performing security audits.

New York City Transit Authority, Paratransit Division, AVL and IVR Systems, New York, New York

Provided project management and technical support of the Automatic Vehicle Location Monitoring system (AVLM) that adds AVL capabilities to the existing ADEPT paratransit scheduling system with over 1300 vehicles.

NYCT extended Macro's contract to include an Interactive Voice Response (IVR) system. Eric also provided project management support for this IVR project.

San Diego Trolley, Trolley Control Project, San Diego, California

Provided network and IT support for the development of a new Trolley Control System for centralized management of the San Diego Trolley light rail system. Tasks included field and factory testing and developing and maintaining a Microsoft SharePoint Project Management site.

King County, Transit Radio System Project, Washington, DC

Developed and implemented evaluation databases for a transit radio system procurement. The databases were implemented in a way that the client can reuse them for other projects.

The Connecticut Department of Transportation, AVL Demonstration Project, Connecticut

Supported project management, collected user requirements, and developed procurement specifications for a CAD/AVL System being procured for the Greater Bridgeport Transit Authority.

Carl M. Stanton, PMP ITS Engineer



Education

MS, Industrial Design,
Philadelphia University

BS, Technology Education, Berea
College,

Certification & Accreditation

Certified Project Management
Professional (PMP)

ECBA (Entry Certificate in
Business Analysis)

Affiliations

Industrial Design Society of
America (IDSA)

Carl has several years of experience designing solutions to transit-related problems. During the completion of his Master's Degree, Carl designed a new and more efficient system of loading and unloading cars onto trains. As a designer at Macro, Carl has been developing future control center technologies through user research, interviews, existing product studies, ideation, and vendor dialogues. Carl also has experience as a Network Administrator & Help Desk Technician, as well as being a trained Educator.

Summary of Experience

GTrans, City of Gardena, ITS Roadmap, Gardena, California

Consultant defining functional requirements specification and procurement support for a robust ITS system that includes CAD/AVL system, real-time passenger information system, and on-bus hardware for Transit Signal Priority. The project is comprised of Business Process analysis of Gtran's current operations and business practices, defining functional requirements for the ITS system, and procurement support consisting of evaluation of bids according to functional requirements.

Versova Bandra Sea Link, Intelligent Transportation System (ITS) Design Mumbai, India

Consultant for the Intelligent Transportation System technology (ITS) for a designbuild project which will provide an integrated, fully-operational traffic management & control solutions to pro-actively manage and operate the roads, provide information, and provide cashless payment options leading to and within the sea link. This will include all head-end related equipment, accessories, software, licensing, and other equipment necessary for the operations of the system. The toll design incorporates ITS technology to identify vehicles, minimize cash payment, offer better payment system, reduce delays, reduce transaction time and reduce stopping.

Dubai Aviation Engineering Projects (DAEP), Al Maktoum International Airport, ITS Design 450 D West Area Roads, Dubai, UAE

Consultant for the intelligent transportation systems to construct new access roads into the West Terminal. The scope of work includes point & probe detection, CCTV, lane control & dynamic message signs, curbside management and associated telecommunications & electrical infrastructure. Phases include conceptual, preliminary, and detailed designs.

Dubai Airport Engineering Projects, Al Maktoum International Airport, Intelligent Transport Systems, Concourse 1, Dubai, United Arab Emirates

Consultant for 10km of tunnels under concourse 1 and the surrounding area. GSE roads and apron stands are also included. The scope includes tunnel automated incident detection (AID), CCTV, tracking, and associated telecommunications & electrical infrastructure.

Dubai Airport Engineering Projects, Al Maktoum International Airport, Intelligent Transport Systems, West Area Roads, Dubai, United Arab Emirates
Consultant for new access roads into the West Terminal. The scope includes point and probe detection, CCTV, lane control and dynamic message signs, curbside management and associated telecommunications and electrical infrastructure.

Caltrain, Peninsula Corridor Electrification Program, San Mateo, California
Consultant representing Caltrain for the Design-Build Electrification Services Project as part of the Electrification Program. Responsible for reviewing communication systems design submittals, systems integration plan, verification and validation plan, and other system related submittals

Southeastern Pennsylvania Transportation Authority, New Payment Technologies Installation Acceptance Testing, Philadelphia, Pennsylvania
On-Site Representative for performing installation acceptance testing on newly installed fare collection hardware (TVM's, Turnstiles, ADA gates, Platform Validators, Sales Devices). The results of the testing using the pre-written Installation Acceptance Test procedure were recorded.

Southeastern Pennsylvania Transportation Authority, Real-Time Vehicle Location, Philadelphia, Pennsylvania
Consultant for field testing and visual validation for Passenger information system upgrades on SEPTA's commuter rail system. Visual mockups for the Concept of Operations of new passenger information displays being installed on the subway lines were created. Field research was conducted on the accuracy of current vehicle location tracking in SEPTA's trolley tunnel.

Southeastern Pennsylvania Transportation Authority, Real Time Vehicle Location, Phase 2, Philadelphia, Pennsylvania
Consultant for system design and construction-related services to during the implementation of Real Time Vehicle Location (RTVL). The project focused on implementing new vehicle equipment, LTE communications, specialized servers to acquire and broadcast geographic location and scheduled arrival status data feeds, and GTFS real time data feeds for regional rail, heavy rail, light rail, and bus. The project included implementing enhancements to Automatic Train Control systems, a new Audio Visual Public Address system to accommodate RTVL data feeds and to produce real time train status for regional and heavy rail systems, development assistance on SEPTA's new mobile app, data warehousing, and data analytics.

New Jersey Transit Corporation, New Train Control and Management (TMAC) Upgrade, New Jersey
Consultant for the creation of a requirements traceability matrix for the upgrade to the NJ Transit TMAC Train control system.

American Public Transit Association, Control Center of the Future, Pennsylvania
Consultant for leading an internal research effort about new technologies that will impact transit control centers. This research culminated in presentations regarding future technologies in Transit Control Centers at the American Public Transit Association's (APTA) Rail conference in 2017, and for the Research and Technology Committee of APTA.

Megan C. Huff

Quality Assurance



Education

Bachelor of Arts, Arizona State University, 1993

Certifications

PfMP- Portfolio Management Professional

Megan Huff is the Vice President and Managing Principal of Macro, a division of Ross & Baruzzini and one of the leading rail, transit and public safety radio systems engineering consultancy firms in the United States.

With more than 25 years of experience in the transportation industry, Megan has an extensive track record in end-to-end delivery of complex, high priority projects on tight schedules within mission critical service organizations and a history of delivering value to the bottom line through process improvements and technology modernization. She has expertise in leading and directing technology related strategic planning, project development and implementation across a variety of public transit agencies.

Summary of Experience

Amtrak, Senior Director Operations Technology, Philadelphia, Pennsylvania

Responsible for leading and directing technology related strategic planning, project development and implementation for all business lines and support organizations in Operations. Partnered with business line, support and information technology leaders in the development and delivery of integrated technology solutions to optimize efficiency, improve performance, and support business decision making.

Managed investment and directed all technology activities for Amtrak's largest division consisting of 19,000 employees and all operational assets to include rolling and fixed assets.

Designed and implemented measurements and controls for analyzing needs against the developed strategic plan.

Amtrak, IT Director of Requirements and Business Planning, Philadelphia, Pennsylvania

Responsible for developing computer systems and coordinating overall technical support for the COO's business operations and objectives and ensuring that they are compatible with the long-term plans for Amtrak's business, enterprise architecture and technology infrastructure. Worked to identify the optimal long-term technology solutions in support of the Operations unit while also balancing the need to deliver near-term business solutions and technical support for day-to-day operations.

Managed project delivery, directed project managers, and managed analytic processes such as Systems Engineering, Business and Functional Requirements and Architecture analysis. Provided consultative guidance to the business units to proactively identify technology solutions for their business priorities, as well as assessed IT performance in meeting ongoing development and production support.

Charlotte Area Transit System (CATS), Manager of Systems and Research, Charlotte, NC

Transformational technology leader for major revitalization program across the Charlotte region through implementation of the first light rail line.

Responsible for all operational technology systems for Bus, Rail, Special Transportation(ADA), Safety & Security and Facilities; included Automatic Vehicle Location, Automatic Passenger Counters, Scheduling and Dispatch, Maintenance and Material Management, Signal Priority, Incident Management, Passenger Information Display deployments, etc. Determined future needs and planned projects, was responsible for budgets both capital and operating.

Charlotte Area Transit System (CATS), Business Application Support Specialist, Charlotte, NC

Focused on business process analysis and standards development with an understanding of complex technical solutions as related to current and future transit initiatives. Developed comprehensive transit business requirements from a technological perspective and insured compliance with National ITS standards; which included the development and management of assigned projects insuring schedules, milestones and resource targets were met. Spearheaded data collection and compliance with ITS by implementing and maintaining Turbo Architecture for the organization.

Provided support for the transit GIS systems, data, related sub-systems, and interfaces. Managed the execution of activities and tasks associated with all GIS information including implementations, integration, reporting, upgrades, maintenance, data validation and support. Served as the CATS voting member on all City of Charlotte and Mecklenburg County collaborative committees as relating to GIS.

Port Authority of Allegheny County, Project Manager, Pittsburgh, Pennsylvania

Responsible for formulation and definition of system scope and objectives based on user needs and a good understanding of applicable business systems and industry requirements. Devised or modified procedures to solve complex problems considering computer equipment, capacity, operating time, and form of desired results; included analysis of business and user needs and documentation of requirements.

Delivered Point of Sale System by reengineering existing business processes from Treasury to Finance and at the Customer Service Center. Implemented a Windows Based SQL Driven Touch Screen and Bar-Coded Item Point of Sale System for sale of all fare instruments, including interfacing to existing Subscription and Financial systems. Developed and managed the Corporate Web Site - www.PortAuthority.org / www.RideGold.com. Accountable for the design, development and delivery of the Incident Tracking and Management System that tracked all accidents and incidents that occurred in revenue service from occurrence to discipline and retraining of the responsible party.

Chapter 4 Project Management Approach

Over more than six decades of consulting, Ross & Baruzzini | Macro has developed a methodology that achieves project objectives in a timely and cost-effective fashion. This methodology, well proven in practice, encompasses a comprehensive, yet flexible, set of procedures. These general procedures are briefly discussed in this section in the context of the services proposed for GTrans.

GTrans staff, with its knowledge of their characteristics and practices, together with Ross & Baruzzini | Macro, leveraging their background in real-time computer and communications system engineering, form an effective and knowledgeable project team.

While a knowledgeable project team is an indispensable element of any successful project, a successful project also needs: good planning, solid execution, and continual communication with measurements of progress and corrective action when necessary.

Our method fosters a close working relationship between team personnel. To avoid potential oversights and to ensure timely completion of all project tasks, the project team needs the support of a systematic, structured, and tested work methodology. This includes:

- Adherence to PMI's standards for project management;
- Use of our well-tested Planning and Specification Guide Questionnaire for the identification of operational needs and definition of functional requirements;
- Access to Ross & Baruzzini | Macro resources and specialists;
- Structured internal audits for quality control;
- Organized information exchange and experience transfer.

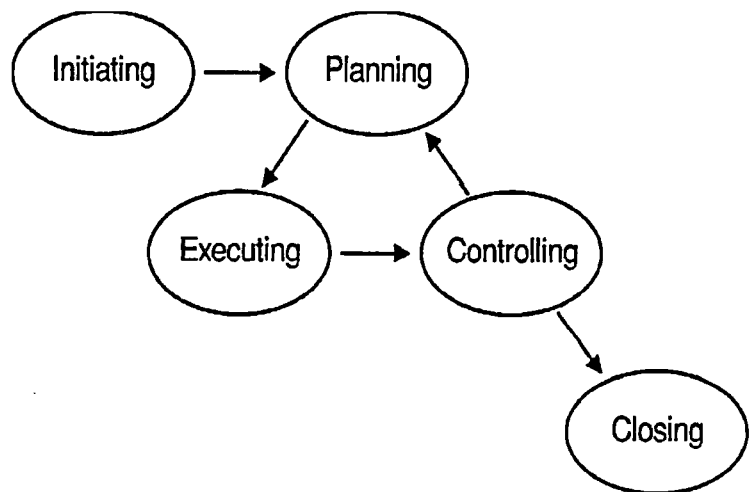
Project Planning

We are accustomed to meeting the demands for timely completion of projects.

We understand the importance of maintaining project schedules and the ramifications of falling behind schedule.

Based on the project completion deadline and other scheduling constraints established by GTrans, Ross & Baruzzini | Macro will establish a Work Plan and Schedule for every project that is based on critical path elements related to items like; design submittal requirements, equipment/material lead times, and implementation phasing/sequencing requirements. Then working within the overall project schedule, the Ross & Baruzzini | Macro team will meet weekly to establish the critical tasks to be accomplished during the subsequent one-week period and monitors progress toward goals. Specific milestone targets will be agreed upon with GTrans and used to gauge and control project progress.

Ross & Baruzzini | Macro has proven schedule performance and timeliness in submitting deliverables that are thorough, coordinated, of high quality and that conform to contractual obligations.



Planning and Specification Guide

A structure that effectively organizes the sequence of tasks and keeps the project on schedule is essential. Recognizing the importance of this need, Ross & Baruzzini | Macro has developed its Planning and Specification Guide. The Guide consolidates Ross & Baruzzini | Macro experience on previous projects for use on subsequent ones. It directs the project team through the initial key steps of determining the operational requirements and the system performance objectives. The analysis of feasible alternatives then follows logically. The Guide ensures orderly, swift, and thorough progress.

Using the Guide, we make best use of your time and ours to exchange information relevant to the project work. Your insights and specific system knowledge are conveyed to our consultants in an expeditious manner. At the same time, we introduce and transfer to your staff the accumulated experience gained on earlier project assignments of similar nature. The Guide keeps the discussions on track during the information exchange meetings and achieves the goals through its exhaustive set of questions aimed at all aspects of your project. By using this method, both the project team and management can be confident that all possible system requirements have been addressed, considered, and decided upon.

Project Activities and Status Reporting. The Project Manager will provide the GTrans Project Manager with a regular report that summarizes the activities and current status for all tasks. This Project Activity and Status Report will contain at least the following information:

- Status of overall project, including;
 - project milestone events, project task progress, risk and issue tracking, action items
- Project budget (total and broken down by subconsultants) authorized and billed to date
- Summary of significant events during the period (such as meetings, submissions, and technical problems encountered).

In addition to written material and reports, the most important mechanism for information exchange and transfer of specialized expertise are the regular project meetings. Meetings provide the best opportunities for an expeditious interchange of information and ideas. Poorly planned meetings waste time; while well planned meetings produce results. Ross & Baruzzini | Macro emphasizes the preparation for meetings by using a carefully planned agenda distributed prior to each meeting, and by controlling the discussions to obtain productive results. Well-planned meetings also enable GTrans personnel to participate with a minimum of interference with other responsibilities.

No meeting is successful without a brief documentation of the major agreements or understandings reached, as well as an action-item list for follow-up on unresolved issues. Ross & Baruzzini | Macro consulting staff is trained in conducting productive meetings that either resolve the outstanding issues or produce a timetable with assigned responsibilities for their resolution.

Ross & Baruzzini | Macro
recognizes that transferring
information and experience is one
of our responsibilities to our
clients.

The Supporting Organization

While the responsibility for conducting tasks will lie principally with the Ross & Baruzzini | Macro project team under the direction of the Project Manager, Ross & Baruzzini | Macro methodology specifically calls for other Ross & Baruzzini staff specialists to provide backup support on a regular basis. In the execution of their project responsibilities, the project team seeks the assistance of these specialist engineers, thereby amplifying the value of our service.

Instead of relying solely on those individuals assigned to a project team, Ross & Baruzzini | Macro capitalizes on its total company strength by bringing to bear the depth and breadth of experience of its entire staff. This approach works well at Ross & Baruzzini | Macro as we have established an organization of specialists, skilled in the various engineering disciplines. These specialists provide internal consulting support on each project. Internal consultation, regular state-of-the-art seminars, and centralized computer files, as well as modern CADD facilities, all contribute to maximum information transfer among the professional staff. This project structure makes available the full range of Ross & Baruzzini's system engineering experience to the project team, and thence to GTrans.

Additional Tools

The Ross & Baruzzini | Macro team also leverages:

Project communications, Ross & Baruzzini | Macro maintains an electronic library of standard project templates ranging from agendas, minutes, project tracking to requirements, specification and design documentation.

Project Web Site, A project SharePoint web site will be established to store and present (including to GTrans staff, if desired) the project documentation. Drawings, meeting notes, schedules, cost estimates, and other deliverables will be stored on this site, thus providing an additional level of interaction and communication among all parties. Extensive security measures protect the GTrans's information from unauthorized access.

Industry research and analysis, Ross & Baruzzini | Macro maintains an electronic library with the latest material from system vendors and suppliers for use by our engineers when design decisions must be made. Technical seminars are held frequently with guest speakers from the vendor community or from Ross & Baruzzini | Macro own team of experts to discuss the state-of-the-art and important industry developments. Ross & Baruzzini | Macro maintains a team of experts on specific areas of technology that are readily available to support project personnel when special needs arise.

Quality Assurance & Quality Control Procedures

The issue of quality assurance/quality control is a very serious one for the Ross & Baruzzini team. We are committed to achieving the highest level of quality in executing projects, with the goal of providing exceptional long term value to our clients. To achieve this goal, we have implemented an aggressive quality review process developed around key elements of internationally recognized quality management standards. All aspects of our services are reviewed from a quality perspective throughout the consulting, design and implementation process. Without exception, all documents receive numerous quality reviews prior to issuance.

In addition to the internal Ross & Baruzzini | Macro quality reviews, GTrans personnel will have an opportunity to review any deliverable to ensure they meet the GTrans's needs. Each review will be followed by a meeting to discuss the GTrans's comments and questions.

- **Internal auditing** – auditing of scheduled quality evaluations is performed to ensure quality reviews are being properly conducted.
- **Workforce training** – training associated with the Quality Management system.
- **Scheduled quality reviews** – quality reviews are built into every project plan and are budgeted accordingly.
- **Individual reviews** – this is an on-going review by individual discipline team members performing day-to-day project duties.
- **Peer reviews** – this is conducted by another member of each engineering discipline to check and address issues unique to the discipline. Issues addressed include appropriate systems, compliance with codes and standards and rules of thumb based on experience and industry standards. This is typically led by the engineering practice leader or a senior level associate within the practice as designated by the practice leader.
- **Interdisciplinary coordination reviews** – review conducted with representatives of the entire project team to coordinate and cross-check inter-disciplinary issues and specific items affected by multiple disciplines. This is intended to be interactive and collaborative.
- **Independent reviews** – review conducted by someone independent from the project focused on constructability, coordination, cost control/value engineering and code compliance.
- **Contractual reviews** – review conducted by the project manager to review for contract compliance to assure that all contractual obligations are being fulfilled.
- **Invoicing reviews** – monthly reviews will be conducted with the project team prior to issuing an invoice to ensure compliance with GTrans process.

Ross & Baruzzini | Macro is committed to finding solutions to challenges without compromise to GTrans's budget. We help allocate infrastructure dollars wisely, and with reliability, to help free up attention to focus on the primary mission.

Ross & Baruzzini | Macro will ensure that the entire design team is involved with and becomes responsible for cost control, so that continuous monitoring, control and corrective actions are achieved. Value engineering will be emphasized early in the design process so that important cost decisions can be made relative to project goals. Quality review at each milestone level will be performed to review cost versus the established budget and to compare cost with a database for previous projects.

Chapter 5 Workplan

The following Work Plan describes the GTrans related implementation oversight activities the Ross & Baruzzini | Macro Team will complete for the City of Gardena GRID Project. This work plan has been designed for the particular needs of the GTrans GRID project, as well as in recognition of the many implementations previously completed by the Ross & Baruzzini | Macro Team.

All work will be coordinated by the Ross & Baruzzini | Macro Project Manager experienced with managing similar projects. The Ross & Baruzzini | Macro project manager will be in close contact with GTrans' designated point of contact throughout the project to ensure that Ross & Baruzzini | Macro's work and deliverables are on schedule and meeting GTrans' expectations. A project-specific SharePoint site will be established to make it easier for GTrans personnel to have access to project-related documentation. Progress and costs will be tracked and reported monthly.

Line Item	Deliverable	Responsible	Due Date	Description
1	Develop/Update Project Charter	Macro PM	Prior to kick off meeting	Develop/update project charter <ul style="list-style-type: none"> • Project Objectives • Key Stakeholders • Risks • Constraints • Deliverable Descriptions
1	Distribute Project Charter	GTrans PM	Prior to kick off meeting	GTrans PM will review/approve project charter and distribute to key stakeholders.
2	Develop/Update Project Plan	Macro PM	Prior to kick off meeting	Develop/update Project Plan <ul style="list-style-type: none"> • Scope Management – including Change Management Process • Project Schedule – including Stakeholder Management Process • Communications Plan • Risk Management Plan
2	Approve Project Plan	GTrans PM	Prior to kick off meeting	GTrans PM to review/approve project plan prior to initiation of next project phase.
3	Project Execution	Macro PM	Weekly	Macro team to manage Action Items and coordinate responses to Action Items assigned to GTrans.
3	Project Execution	Macro PM	Weekly	Macro team to manage test variation items.
3	Project Execution	Macro PM	Monthly	Macro team to review GRID vendor milestone invoices.
3	Project Execution	GTrans PM	Monthly	GTrans PM to approve GRID vendor milestone invoices.
3	Project Execution	Macro PM	Weekly	Macro PM to review Project Schedule. Task Delays will be escalated to GTrans PM.
3	Project Execution	GTrans PM	Weekly	Review / Resolve project delays
3	Project Execution	Macro PM	Monthly	Update Risk Register and Review with Project Team at monthly progress meeting
3	Project Execution	Joint	Bi-Weekly	Develop Risk Mitigation
3	Project Execution	Joint	Bi-Weekly	Review Scope and Change Management.
4	Project Kick-off	Macro PM	Once	Macro PM to setup and attend project kick off meeting and review/approve meeting minutes created by the GRID Vendor.

5	Monthly Progress Meetings	Macro PM	Monthly	Setup and attend Monthly Progress meetings. Macro PM will present: Risk Register and Scope/Change Management and review/approve meeting minutes created by the GRID Vendor.
6	Bi-Weekly Calls	Macro PM	Bi-weekly	Macro team setup and attend via conference call and review/approve meeting minutes created by the GRID Vendor.
7	Preliminary Design Review Documents	Joint	Once	Macro team to review Preliminary Design Review Documents and generate questions and comments.
8	Preliminary Design Review	Joint	Once	Macro PM to setup and attend the Preliminary Design Review and review/approve meeting minutes created by the GRID Vendor.
9	Final Design Review Documents	Joint	Once	Macro team to review Final Design Review Documents and generate questions and comments.
10	Final Design Review	Joint	Once	Macro PM to setup and attend the Final Design Review and review/approve meeting minutes created by the GRID Vendor.
11	Test plan and Factory Test Documents	Joint	Once	Macro team to review Test plan and Factory Test Documents and generate questions and comments.
12	Factory Test	Joint	Once	Macro PM to setup and attend the Factory Test.
13	Training Plans	Joint	Once	Macro team to review Training Plans and generate questions and comments.
14	Installation and Cutover Plans	Joint	Once	Macro team to review Installation and Cutover Plans and generate questions and comments.
15	Minifleet Documents	Joint	Once	Macro team to review the Minifleet documents and generate questions and comments.
16	Minifleet	Joint	Once	Macro PM to attend the Minifleet.
17	Availability Test	Joint	Once	Macro PM to setup and attend the Availability Test

Chapter 6 Cost Proposal

This proposal is based on Time and Material with a not to exceed price of \$155,583, including expenses.

INVOICING

Ross & Baruzzini | Macro will submit an invoice monthly with detailed accounting of hours and expenses.

PROFESSIONAL CONSULTING SERVICES FOR Gardena Real-Time Information Deployment (GRID) PROJECT
COST PROPOSAL - Implementation Oversight 11/19/2019



FIRM NAME: Macro

Project Management Phase		PERSONNEL BREAKDOWN BY HOURS								
	Enter Job Title:	PM (Eric)	ITS Engr (Carl)							Sub Totals
1	Develop Project Charter	16.00								16.00
2	Develop Project Plan	32.00								32.00
3	Project Execution Support	146.00								146.00
4	Attend Project Kick-off Meeting (on-site at Gardena, was remote call as part of original contract)	16.00								16.00
5	Attend 13 monthly progress meeting (on-site at Gardena) 16 hours per trip	208.00								208.00
6	13 Biweekly Conf. Calls	13.00	26.00							39.00
7	Review Preliminary Design Review Documents	20.00	40.00							60.00
8	Attend Preliminary Design Review (on-site at Gardena)	40.00								40.00
9	Review Final Design Review Documents	8.00	30.00							38.00
10	Attend Final Design Review (on-site at Gardena)	40.00								40.00
11	Review Test plan and Factory Test Documents	20.00	40.00							60.00
12	Attend Factory Test (on-site at Vendor location)	40.00								40.00
13	Review Training Plans	1.00	8.00							9.00
14	Review Installation and Cutover Plans	4.00	12.00							16.00
15	Review Minifleet Documents	16.00	20.00							36.00
16	Attend Minifleet (on-site at Gardena)	40.00								40.00
17	Attend Availability Test (on-site at Gardena)	40.00								40.00
Subtotal of Hours		700.00	176.00	0.00	0.00	0.00	0.00	0.00	0.00	876.00
Rate per Hour		\$165.32	\$86.32							Cost:
Subtotal per Task		\$115,724.39	\$15,191.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130,915.83

Travel Costs (Description Required)		
1	13 monthly progress meeting (Travel part of scheduling project)	
1	Kickoff meeting (1 person, 1 days on site)	\$1,186.00
2	Preliminary Design Review (1 person, 5 days on site)	\$2,078.00
3	Final Design Review (1 person, 5 days on site)	\$2,078.00
4	Factory Test (1 person, 5 days on site)	\$2,078.00
5	Minifleet (1 person, 5 days on site)	\$2,078.00
6	Availability Test (1 person, 5 days on site)	\$2,078.00
Sub Total Travel Cost		\$11,576.00

	Hours:	Cost:
Sub Total	876.00	\$130,915.83
Profit Margin % and Dollars	10%	\$13,091.58
GRAND TOTAL (w/o travel)		\$144,007.41
Total for Travel Costs		\$11,576.00
GRAND TOTAL (including travel)		\$155,583



City of Gardena

City Council Meeting

Agenda Item No. 8. A. (1)

Department: Administrative Services

Meeting Date: December 10, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND THE CITY COUNCIL

AGENDA TITLE: CITY OF GARDENA AUDIT REPORTS FOR FISCAL YEAR ENDED JUNE 30, 2019 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR), FAMILY CHILD CARE AND MUNICIPAL BUS LINES

COUNCIL ACTION REQUIRED: Receive and File Audit Reports for Fiscal Year 2018-2019.	Action Taken
STAFF SUMMARY AND RECOMMENDATION: Presented for City Council to receive and file are audited financial reports for the fiscal year ended June 30, 2019, as prepared by the City's contracted auditing firm, The Pun Group, LLP an independent public accounting firm fully licensed and qualified to perform audits of the state and local governments within the State of California. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2019, are free of material misstatement. There were no findings in the audit of the financial statements. <ul style="list-style-type: none">▪ <u>Comprehensive Annual Financial Report (CAFR), June 30, 2019</u> The financial statements included in the CAFR represent all City funds. City management is responsible for the accuracy of the data, the fairness and completeness of the presentation, and the inclusion of all disclosures that are necessary to enable the reader to understand the City's operations. The report contains a citywide view of all governmental and business-type activities, as well as a focus on the financial position and operating results of the City's major funds. The auditors issued an unmodified opinion that based upon their audit, the City's financial statements are presented fairly, as of June 30, 2019, and changes in financial position and cash flows are in conformity with Generally Accepted Accounting Principles (GAAP) in the United States.▪ <u>Family Child Care Program Report, June 30, 2019</u> Issued with an unmodified opinion that the financial statements present fairly, in all material respects, the financial position of the Program as of June 30, 2019, and the results of its operations for the year then ended in conformity with Generally Accepted Accounting Principles (GAAP) in the United States.▪ <u>The Municipal Bus Lines Enterprise Fund, June 30, 2019</u> Issued with an unmodified opinion that the financial statements are presented fairly, in all material respects, the financial position of the Municipal Bus Lines as of June 30, 2019 and the results of its operations and cash flows for the year then ended in conformity with Generally Accepted Accounting Principles (GAAP) in the United States.	
FINANCIAL IMPACT/COST: N/A	
ATTACHMENTS: Comprehensive Annual Financial Report (CAFR) Family Child Care Program Report Municipal Bus Lines Audit Report (GTrans)	
Submitted by: <u>[Signature]</u> , Ray Beeman, Chief Fiscal Officer	Date: 12/10/2019
Concurred by: <u>[Signature]</u> , Clint D. Osorio, Interim City Manager	Date: 12/10/2019



City of Gardena

City Council Meeting

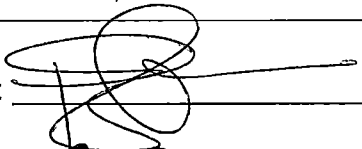
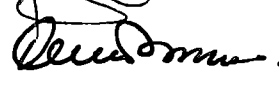
AGENDA REPORT SUMMARY

Agenda Item No. 8. B. (1)
Department: COMMUNITY DEVELOPMENT
Meeting Date: 12/10/2019
Resolution No. 6418

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: RESOLUTION No. 6418: Objecting to the recommended methodology of the SCAG Regional Council related to the RHNA allocation

APPLICANT: City of Gardena

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">▪ Staff respectfully recommends that the City Council adopt Resolution No. 6418.	<u>Action Taken</u>
<u>STAFF SUMMARY:</u> Staff respectfully recommends that the City Council adopt Resolution No. 6418 in order to voice its objection and let the Department of Housing and Community Development (HCD) know of the impacts upon the City of Gardena. The Regional Board of the Southern California Association of Governments (SCAG) recently adopted a methodology for the distribution of housing units for the 6th Cycle of the regional needs housing assessment (RHNA) process. The methodology has been forwarded to the Department of Housing and Community Development (HCD) which now has 60 days in which to review and make comments. Based on the methodology, Gardena has been assigned a total allocation of 5,776 units broken down as follows: <ul style="list-style-type: none">• Very low (less than 50% of AMI) 1,495• Low (50 – 80% of AMI) 766• Moderate (80-120% of AMI) 901• Above Moderate (above 120% of AMI) 2,613 The chosen methodology went against the recommendation of staff, the RHNA subcommittee, and the Community, Economic and Human Development (CEHD) Committee. The amount of housing units which has now been assigned to Gardena is unrealistic and could ultimately lead to Gardena being found to have a non-compliant Housing Element. Full analysis of the methodology is incorporated into the agenda staff report.	
<u>FINANCIAL IMPACT/COST:</u> None	
<u>ATTACHMENTS:</u> <ul style="list-style-type: none">• Agenda Staff Report• RHNA Comparison• Resolution No. 6418, with Exhibit A – Comparison Chart	
Submitted by:  Raymond Barragan, Acting Community Development Director Date: 12/05/2019	
Submitted by:  Clint Osorio, Interim City Manager Date: 12/05/2019	

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. B. (1)

Department: Community Development

Meeting Date: 12/10/2019

Resolution No. 6418

AGENDA TITLE: RESOLUTION No. 6418, OBJECTING TO THE RECOMMENDED METHODOLOGY OF THE SCAG REGIONAL COUNCIL RELATED TO THE RHNA ALLOCATION

RECOMMENDATION:

Staff respectfully recommends that the City Council adopt Resolution No. 6418.

BACKGROUND:

As the City Council has recently been made aware, the Regional Board of the Southern California Association of Governments (SCAG) recently adopted a methodology for the distribution of housing units for the 6th Cycle of the regional needs housing assessment (RHNA) process. The chosen methodology went against the recommendation of staff, the RHNA subcommittee, and the Community, Economic and Human Development (CEHD) Committee. The amount of housing units which has now been assigned to Gardena is unrealistic and could ultimately lead to Gardena being found to have a non-compliant Housing Element.

ANALYSIS:

Under the methodology approved by the SCAG Regional Board, there is no longer a correlation between the number of units assigned and anticipated future growth under the next Regional Transportation Plan/Sustainable Communities Strategy. The chosen methodology removed 124,022 units mostly from Riverside and San Bernardino Counties, with some from Imperial and Ventura Counties, and moved them all into Los Angeles and Orange Counties. Of these units, 9,695 went to the South Bay Cities subregion and of those, an additional 2,135 units went to Gardena due to the fact that almost the entire City is a High Quality Transit Area. This gives Gardena a total allocation of 5,776 units broken down as follows:

- Very low (less than 50% of AMI) 1,495
- Low (50 – 80% of AMI) 766
- Moderate (80-120% of AMI) 901
- Above Moderate (above 120% of AMI) 2,613

Now that SCAG has approved a recommended methodology, the Department of Housing and Community Development (HCD) has 60 days in which to review and make comments, probably between now and January 2020. SCAG will then review HCD's comments and this will go back to the RHNA subcommittee and the CEHD Committee before going back to the Regional Board for final action during February and March 2020.

Once the final methodology is chosen, SCAG will assign final allocations to cities and counties within its jurisdiction around October 2020. Although there is an appeal period, there are very few grounds for appeal.

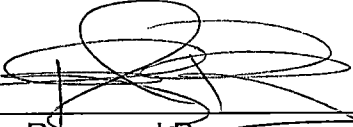
One of the requirements of preparing the updated Housing Element, which must be adopted by October 2021, is to provide an inventory of sites available to meet the RHNA allocation. Given the constraints in identifying sites under the new laws and the total RHNA number, this will be very difficult to do. If the City does not have a compliant Housing Element, HCD may refer the matter to the Attorney General for failure to comply and the Attorney General could then file a lawsuit which could ultimately lead to fines.

Additionally, a noncompliant Housing Element can cause the City to lose priority/eligibility for certain funding and could cause the City to be subject to a 4-year Housing Element cycle instead of an 8-year cycle. Lastly, a noncompliant Housing Element can be used as a grounds in litigation to challenge development projects if a correlation can be made between the deficiencies and the project.

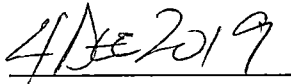
IN CONCLUSION:

Staff respectfully recommends that the City Council adopt Resolution No. 6418 in order to voice its objection and let HCD know of the impacts upon the City of Gardena. Additionally, it is recommended that the City, through the Mayor's office, reach out to other cities in the SCAG region which were significantly impacted and urge them to file objections, as well.

Submitted: _____


Raymond Barragan
Acting Community Development Director

Dated: _____



Attachments:

RHNA Comparison

Resolution No. 6418, with Exhibit A – Comparison Chart

SCAG RHNA METHODOLOGY: STAFF RECOMMENDATION AND 10/7 SUBSTITUTE MOTION						
5-Nov-19						
TOTALS BY COUNTY						
County	2019 Population (DOF)	Staff Recommendation	10/7 Substitute Motion	Difference		
Imperial	190,266	21,615	15,868	-5,747		
Los Angeles	10,253,716	769,150	818,943	49,793		
Orange	3,222,498	107,978	182,194	74,216		
Riverside	2,440,124	235,131	165,696	-69,435		
San Bernardino	2,192,203	181,774	135,047	-46,727		
Ventura	856,598	26,201	24,088	-2,113		
TOTALS BY SUBREGION						
Subregion	2019 Population (DOF)	Staff Recommendation	10/7 Substitute Motion	Difference		
Arroyo Verdugo	312,235	17,606	23,018	5,412		
CVAG	407,733	55,358	31,340	-24,018		
Gateway	1,705,215	53,853	74,537	20,684		
Imperial	152,233	16,800	11,521	-5,279		
Las VirgenesMa	67,390	998	919	-79		
Los Angeles City	4,040,079	450,744	463,682	12,938		
North LACounty	562,479	42,501	26,771	-15,730		
OCCOG	3,093,370	95,754	171,960	76,206		
SBCTA/SBCOG	1,879,549	169,355	126,712	-42,643		
SGVCOG	1,549,554	72,040	87,942	15,902		
South Bay Cities	764,853	24,765	34,460	9,695		
Unincorporated	2,017,250	172,151	152,952	-19,199		
Ventura	760,221	25,006	22,841	-2,165		
Westside Cities	205,053	11,316	19,544	8,228		
WRCOG	1,638,191	133,602	93,637	-39,965		
TOTALS BY CITY						
County	City	Subregion	2019 Population (DOF)	Staff Recommendation	10/7 Substitute Motion	Difference
Imperial	Brawley city	Imperial	27,337	2,855	1,420	-1,435
Imperial	Calexico city	Imperial	42,198	5,462	4,731	-731
Imperial	Calipatria city	Imperial	7,281	310	150	-160
Imperial	El Centro city	Imperial	46,248	5,141	3,421	-1,720
Imperial	Holtville city	Imperial	6,779	306	170	-136
Imperial	Imperial city	Imperial	19,929	2,703	1,596	-1,107
Imperial	Unincorporated Imperial Co.	Unincorporated	38,033	4,815	4,347	-468
Imperial	Westmorland city	Imperial	2,461	23	33	10
Los Angeles	Agoura Hills city	Las Virgenes Malibu	20,842	370	310	-60
Los Angeles	Alhambra city	SGVCOG	86,931	3,308	6,881	3,573
Los Angeles	Arcadia city	SGVCOG	58,891	2,641	3,151	510
Los Angeles	Artesia city	Gateway	16,919	349	1,159	810
Los Angeles	Avalon city	Gateway	3,845	408	27	-381
Los Angeles	Azusa city	SGVCOG	51,313	3,047	2,745	-302
Los Angeles	Baldwin Park city	SGVCOG	77,286	1,996	1,996	0
Los Angeles	Bell city	Gateway	36,556	228	228	0
Los Angeles	Bell Gardens city	Gateway	42,972	502	502	0
Los Angeles	Bellflower city	Gateway	78,308	1,048	3,693	2,645
Los Angeles	Beverly Hills city	Westside Cities	34,627	1,368	3,143	1,775
Los Angeles	Bradbury city	SGVCOG	1,077	30	38	8
Los Angeles	Burbank city	Arroyo Verdugo	105,952	7,802	9,018	1,216
Los Angeles	Calabasas city	Las Virgenes Malibu	24,239	291	351	60

County	City	Subregion	2019 Population (DOF)	Staff Recommendation	10/7 Substitute Motion	Difference
Los Angeles	Carson city	South Bay Cities	93,604	4,536	5,645	1,109
Los Angeles	Cerritos city	Gateway	50,711	105	1,952	1,847
Los Angeles	Claremont city	SGVCOG	36,511	1,619	1,647	28
Los Angeles	Commerce city	Gateway	13,021	246	246	0
Los Angeles	Compton city	Gateway	98,711	1,001	1,001	0
Los Angeles	Covina city	SGVCOG	48,876	1,146	1,863	717
Los Angeles	Cudahy city	Gateway	24,264	393	393	0
Los Angeles	Culver City city	Westside Cities	40,173	1,656	3,372	1,716
Los Angeles	Diamond Bar city	SGVCOG	57,495	2,584	2,204	-380
Los Angeles	Downey city	Gateway	114,212	2,773	6,552	3,779
Los Angeles	Duarte city	SGVCOG	21,952	707	824	117
Los Angeles	El Monte city	SGVCOG	117,204	8,482	8,482	0
Los Angeles	El Segundo city	South Bay Cities	17,066	255	523	268
Los Angeles	Gardena city	South Bay Cities	61,042	3,641	5,776	2,135
Los Angeles	Glendale city	Arroyo Verdugo	206,283	9,804	14,000	4,196
Los Angeles	Glendora city	SGVCOG	52,122	2,026	2,240	214
Los Angeles	Hawaiian Gardens city	Gateway	14,690	330	330	0
Los Angeles	Hawthorne city	South Bay Cities	87,854	1,731	1,731	0
Los Angeles	Hermosa Beach city	South Bay Cities	19,847	334	566	232
Los Angeles	Hidden Hills city	Las Virgenes Malibu	1,885	48	40	-8
Los Angeles	Huntington Park city	Gateway	59,350	1,601	1,601	0
Los Angeles	Industry city	SGVCOG	432	8	15	7
Los Angeles	Inglewood city	South Bay Cities	112,549	7,422	7,422	0
Los Angeles	Irwindale city	SGVCOG	1,506	119	119	0
Los Angeles	La Cañada Flintridge city	SGVCOG	20,602	343	628	285
Los Angeles	La Habra Heights city	Gateway	5,485	166	179	13
Los Angeles	La Mirada city	Gateway	49,558	1,265	1,964	699
Los Angeles	La Puente city	SGVCOG	40,795	338	1,679	1,341
Los Angeles	La Verne city	SGVCOG	33,201	658	1,269	611
Los Angeles	Lakewood city	Gateway	81,352	2,355	3,952	1,597
Los Angeles	Lancaster city	North LA County	161,604	17,129	8,859	-8,270
Los Angeles	Lawndale city	South Bay Cities	33,436	973	2,530	1,557
Los Angeles	Lomita city	South Bay Cities	20,763	458	820	362
Los Angeles	Long Beach city	Gateway	475,013	26,440	26,440	0
Los Angeles	Los Angeles city	Los Angeles City	4,040,079	450,744	463,682	12,938
Los Angeles	Lynwood city	Gateway	71,343	1,555	1,555	0
Los Angeles	Malibu city	Las Virgenes Malibu	12,046	108	77	-31
Los Angeles	Manhattan Beach city	South Bay Cities	35,922	103	791	688
Los Angeles	Maywood city	Gateway	27,971	364	364	0
Los Angeles	Monrovia city	SGVCOG	38,529	1,663	1,602	-61
Los Angeles	Montebello city	SGVCOG	64,247	2,778	5,039	2,261
Los Angeles	Monterey Park city	SGVCOG	61,828	3,006	5,226	2,220
Los Angeles	Norwalk city	Gateway	106,744	1,659	5,057	3,398
Los Angeles	Palmdale city	North LA County	157,854	11,426	6,638	-4,788
Los Angeles	Palos Verdes Estates city	South Bay Cities	13,544	200	205	5
Los Angeles	Paramount city	Gateway	55,497	363	363	0
Los Angeles	Pasadena city	SGVCOG	146,312	9,199	9,469	270
Los Angeles	Pico Rivera city	Gateway	64,033	2,485	3,597	1,112
Los Angeles	Pomona city	SGVCOG	154,310	11,109	10,061	-1,048
Los Angeles	Rancho Palos Verdes city	South Bay Cities	42,560	93	619	526
Los Angeles	Redondo Beach city	South Bay Cities	68,473	2,212	2,591	379
Los Angeles	Rolling Hills city	South Bay Cities	1,892	48	44	-4
Los Angeles	Rolling Hills Estates city	South Bay Cities	8,247	196	188	-8
Los Angeles	Rosemead city	SGVCOG	55,097	3,073	4,606	1,533
Los Angeles	San Dimas city	SGVCOG	34,584	182	1,197	1,015
Los Angeles	San Fernando city	North LA County	24,918	985	1,739	754
Los Angeles	San Gabriel city	SGVCOG	41,178	2,837	3,010	173

County	City	Subregion	2019 Population (DOF)	Staff Recommendation	10/7 Substitute Motion	Difference
Los Angeles	San Marino city	SGVCOG	13,352	43	424	381
Los Angeles	Santa Clarita city	North LA County	218,103	12,961	9,535	-3,426
Los Angeles	Santa Fe Springs city	Gateway	18,261	950	950	0
Los Angeles	Santa Monica city	Westside Cities	93,593	4,832	9,059	4,227
Los Angeles	Sierra Madre city	SGVCOG	11,135	211	214	3
Los Angeles	Signal Hill city	Gateway	11,795	516	516	0
Los Angeles	South El Monte city	SGVCOG	21,293	576	576	0
Los Angeles	South Gate city	Gateway	96,777	3,627	8,510	4,883
Los Angeles	South Pasadena city	SGVCOG	26,245	1,207	2,118	911
Los Angeles	Temple City city	SGVCOG	36,583	2,648	2,149	-499
Los Angeles	Torrance city	South Bay Cities	148,054	2,563	5,009	2,446
Los Angeles	Unincorporated Los Angeles Co	Unincorporated	1,046,858	95,327	88,070	-7,257
Los Angeles	Vernon city	Gateway	301	8	8	0
Los Angeles	Walnut city	SGVCOG	30,551	453	1,073	620
Los Angeles	West Covina city	SGVCOG	108,116	4,003	5,397	1,394
Los Angeles	West Hollywood city	Westside Cities	36,660	3,460	3,970	510
Los Angeles	Westlake Village city	Las Virgenes Malibu	8,378	181	141	-40
Los Angeles	Whittier city	Gateway	87,526	3,116	3,398	282
Orange	Aliso Viejo city	OCCOG	51,372	168	1,142	974
Orange	Anaheim city	OCCOG	359,339	17,412	17,412	0
Orange	Brea city	OCCOG	45,606	1,170	2,302	1,132
Orange	Buena Park city	OCCOG	83,384	5,387	9,004	3,617
Orange	Costa Mesa city	OCCOG	115,830	4,309	11,734	7,425
Orange	Cypress city	OCCOG	49,833	915	3,967	3,052
Orange	Dana Point city	OCCOG	34,249	509	502	-7
Orange	Fountain Valley city	OCCOG	56,652	1,371	4,756	3,385
Orange	Fullerton city	OCCOG	142,824	7,507	13,272	5,765
Orange	Garden Grove city	OCCOG	175,155	5,592	19,252	13,660
Orange	Huntington Beach city	OCCOG	203,761	3,612	13,321	9,709
Orange	Irvine city	OCCOG	280,202	20,774	22,803	2,029
Orange	La Habra city	OCCOG	63,542	803	803	0
Orange	La Palma city	OCCOG	15,820	22	792	770
Orange	Laguna Beach city	OCCOG	23,358	55	390	335
Orange	Laguna Hills city	OCCOG	31,572	1,077	1,970	893
Orange	Laguna Niguel city	OCCOG	66,748	181	1,089	908
Orange	Laguna Woods city	OCCOG	16,518	102	961	859
Orange	Lake Forest city	OCCOG	86,346	628	3,163	2,535
Orange	Los Alamitos city	OCCOG	11,721	268	774	506
Orange	Mission Viejo city	OCCOG	96,434	193	2,187	1,994
Orange	Newport Beach city	OCCOG	87,180	2,751	4,832	2,081
Orange	Orange city	OCCOG	141,691	3,927	3,927	0
Orange	Placentia city	OCCOG	52,333	2,595	4,337	1,742
Orange	Rancho Santa Margarita city	OCCOG	48,960	181	549	368
Orange	San Clemente city	OCCOG	65,405	830	894	64
Orange	San Juan Capistrano city	OCCOG	36,821	1,068	995	-73
Orange	Santa Ana city	OCCOG	337,716	3,087	3,087	0
Orange	Seal Beach city	OCCOG	25,073	182	1,228	1,046
Orange	Stanton city	OCCOG	39,307	1,228	1,228	0
Orange	Tustin city	OCCOG	81,369	4,820	6,853	2,033
Orange	Unincorporated Orange Co.	Unincorporated	129,128	12,224	10,234	-1,990
Orange	Villa Park city	OCCOG	5,933	39	289	250
Orange	Westminster city	OCCOG	92,610	2,784	9,823	7,039
Orange	Yorba Linda city	OCCOG	68,706	207	2,322	2,115
Riverside	Banning city	WRCOG	31,044	3,275	1,654	-1,621
Riverside	Beaumont city	WRCOG	48,401	6,208	4,129	-2,079
Riverside	Blythe city	CVAG	19,428	991	493	-498
Riverside	Calimesa city	WRCOG	9,159	4,340	1,996	-2,344

County	City	Subregion	2019 Population (DOF)	Staff Recommendation	10/7 Substitute Motion	Difference
Riverside	Canyon Lake city	WRCOG	11,285	192	128	-64
Riverside	Cathedral City city	CVAG	54,907	4,687	2,492	-2,195
Riverside	Coachella city	CVAG	46,351	15,124	7,768	-7,356
Riverside	Corona city	WRCOG	168,101	6,367	5,849	-518
Riverside	Desert Hot Springs city	CVAG	29,251	8,470	3,850	-4,620
Riverside	Eastvale City	WRCOG	66,078	2,397	2,913	516
Riverside	Hemet city	WRCOG	84,754	12,640	6,449	-6,191
Riverside	Indian Wells city	CVAG	5,445	431	403	-28
Riverside	Indio city	CVAG	89,406	11,635	7,745	-3,890
Riverside	Jurupa Valley City	WRCOG	106,318	4,956	4,261	-695
Riverside	La Quinta city	CVAG	42,098	2,498	1,473	-1,025
Riverside	Lake Elsinore city	WRCOG	62,949	12,217	6,656	-5,561
Riverside	Menifee city	WRCOG	93,452	11,976	6,567	-5,409
Riverside	Moreno Valley city	WRCOG	208,297	16,275	13,495	-2,780
Riverside	Murrieta city	WRCOG	118,125	3,315	3,019	-296
Riverside	Norco city	WRCOG	26,386	42	417	375
Riverside	Palm Desert city	CVAG	53,625	5,671	2,757	-2,914
Riverside	Palm Springs city	CVAG	48,733	3,271	2,627	-644
Riverside	Perris city	WRCOG	76,971	10,040	7,662	-2,378
Riverside	Rancho Mirage city	CVAG	18,489	2,580	1,732	-848
Riverside	Riverside city	WRCOG	328,101	20,126	18,185	-1,941
Riverside	San Jacinto city	WRCOG	48,878	6,523	3,385	-3,138
Riverside	Temecula city	WRCOG	113,826	7,750	4,169	-3,581
Riverside	Unincorporated Riverside Co. (i	Unincorporated	394,200	46,171	40,719	-5,452
Riverside	Wildomar city	WRCOG	36,066	4,963	2,703	-2,260
San Bernardino	Adelanto city	SBCTA/SBCOG	35,136	7,198	3,751	-3,447
San Bernardino	Apple Valley town	SBCTA/SBCOG	73,464	7,523	4,274	-3,249
San Bernardino	Barstow city	SBCTA/SBCOG	24,150	2,736	1,508	-1,228
San Bernardino	Big Bear Lake city	SBCTA/SBCOG	5,461	425	212	-213
San Bernardino	Chino city	SBCTA/SBCOG	89,829	8,361	6,503	-1,858
San Bernardino	Chino Hills city	SBCTA/SBCOG	84,364	4,039	3,462	-577
San Bernardino	Colton city	SBCTA/SBCOG	54,391	5,414	5,257	-157
San Bernardino	Fontana city	SBCTA/SBCOG	212,078	22,101	17,141	-4,960
San Bernardino	Grand Terrace city	SBCTA/SBCOG	12,654	808	615	-193
San Bernardino	Hesperia city	SBCTA/SBCOG	96,362	15,794	8,125	-7,669
San Bernardino	Highland city	SBCTA/SBCOG	55,778	4,097	2,467	-1,630
San Bernardino	Loma Linda city	SBCTA/SBCOG	24,335	2,280	2,039	-241
San Bernardino	Montclair city	SBCTA/SBCOG	39,563	1,688	2,558	870
San Bernardino	Needles city	SBCTA/SBCOG	5,085	160	86	-74
San Bernardino	Ontario city	SBCTA/SBCOG	178,268	24,478	20,291	-4,187
San Bernardino	Rancho Cucamonga city	SBCTA/SBCOG	179,412	10,502	10,457	-45
San Bernardino	Redlands city	SBCTA/SBCOG	71,839	4,487	3,343	-1,144
San Bernardino	Rialto city	SBCTA/SBCOG	107,271	8,252	8,252	0
San Bernardino	San Bernardino city	SBCTA/SBCOG	219,233	8,104	8,104	0
San Bernardino	Twentynine Palms city	SBCTA/SBCOG	28,958	2,066	1,044	-1,022
San Bernardino	Unincorporated San Bernardino	Unincorporated	312,654	12,419	8,335	-4,084
San Bernardino	Upland city	SBCTA/SBCOG	78,481	6,456	5,522	-934
San Bernardino	Victorville city	SBCTA/SBCOG	126,543	16,216	8,134	-8,082
San Bernardino	Yucaipa city	SBCTA/SBCOG	54,844	4,681	2,818	-1,863
San Bernardino	Yucca Valley town	SBCTA/SBCOG	22,050	1,489	749	-740
Ventura	Camarillo city	Ventura	69,880	1,302	1,261	-41
Ventura	Fillmore city	Ventura	15,925	686	417	-269
Ventura	Moorpark city	Ventura	37,020	1,230	1,287	57
Ventura	Ojai city	Ventura	7,769	78	52	-26
Ventura	Oxnard city	Ventura	209,879	8,482	8,529	47
Ventura	Port Hueneme city	Ventura	23,526	125	125	0
Ventura	San Buenaventura (Ventura) cit	Ventura	108,170	5,012	5,260	248

County	City	Subregion	2019 Population (DOF)	Staff Recommendation	10/7 Substitute Motion	Difference
Ventura	Santa Paula city	Ventura	30,779	1,061	651	-410
Ventura	Simi Valley city	Ventura	127,716	3,332	2,681	-651
Ventura	Thousand Oaks city	Ventura	129,557	3,698	2,578	-1,120
Ventura	Unincorporated Ventura Co.	Unincorporated	96,377	1,195	1,247	52

RESOLUTION NO. 6418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, OBJECTING TO THE RECOMMENDED METHODOLOGY OF THE SCAG REGIONAL COUNCIL RELATED TO THE RHNA ALLOCATION

WHEREAS, the Southern California Association of Governments ("SCAG") is required to develop a Regional Housing Needs Assessment ("RHNA") methodology to distribute regional existing and projected housing needs for the 6th cycle RHNA across all SCAG jurisdictions for the period of October 2021 through October 2029; and

WHEREAS, the City of Gardena is mindful of the state-wide housing crisis and understands the need to take its fair share of regional housing in all income categories; and

WHEREAS, one of the objectives of the RHNA is to increase the housing supply and mix of housing types, tenure, and affordability in all cities and counties in the region in an equitable manner; and

WHEREAS, SCAG staff has recognized the importance of using the (Draft) Connect SoCal regional plan, SCAG's Regional Transportation Plan/Sustainable Communities Strategy, as informing the RHNA methodology to ensure that Connect SoCal and RHNA can proceed in parallel; and

WHEREAS, SCAG staff also recognized that no single jurisdiction should be overburdened with the region's existing needs (RHNA Subcommittee Meeting staff report – October 7, 2019); and

WHEREAS, SCAG staff examined a number of different methodologies to allocate the RHNA numbers; and

WHEREAS, SCAG staff recommended a methodology (Option 4) in the RHNA Subcommittee Staff Report for October 7, 2019, that allocated 50 percent (50%) of the projected and existing need based upon the household growth rate between 2020 and 2030 for projected household need, and between 2030 and 2045 for existing household need; and

WHEREAS, the original staff recommended methodology (Option 4) provided that the maximum a jurisdiction would receive for existing need is its 2020 to 2045 household growth; and

WHEREAS, the existing needs, to a large extent, are a result of the failure of many lower density, more affluent suburban communities in shouldering their obligations to provide affordable housing; and

WHEREAS, on October 7, 2019, the SCAG RHNA subcommittee specifically rejected what has been referred to as the "Coastal Cities" methodology that greatly

reduced the housing allocations to Riverside and San Bernardino counties and recommended the staff recommendation to the Community, Economic and Human Development ("CEHD") Committee; and

WHEREAS, SCAG staff recommended the same methodology (Option 4) to the CEHD Committee in the Staff Report for October 21, 2019; and

WHEREAS, the CEHD Committee unanimously recommended that the Regional Council submit the draft RHNA methodology to HCD; and

WHEREAS, based on a request by members of the Regional Council to look at the motion that was defeated at the RHNA subcommittee meeting, SCAG staff provided an alternative methodology which eliminated the share of existing need based on household growth and eliminated the cap on RHNA allocation to a jurisdiction's 2045 household growth; and

WHEREAS, SCAG staff still recommended the original methodology to the full Regional Board; and

WHEREAS, despite the recommendation of staff, the RHNA Subcommittee and the CEHD Committee, the Regional Board approved the alternative methodology which eliminates forecasted growth as a consideration;

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

SECTION 1. The City of Gardena has compiled data from information provided by SCAG and a table of South Bay Cities Council of Governments ("SBCCOG") cities showing the original recommended allocation and revised methodology allocation which are attached to this Resolution. Gardena has the third lowest median income in the SBCCOG and is below the median household income Los Angeles County.

A. According to Connect SoCal, Gardena had 20,800 households in 2016 and the 2045 number was projected to be 23,700, for an increase of 2,900 units. SCAG's profile showed Gardena as having 21,873 housing units in 2018.

B. Under the original methodology recommended by SCAG staff, Gardena was to receive a RHNA allocation of 3,641 additional units which would have increased the housing units in Gardena by approximately 17 percent (17%) from 2018. The revised methodology adopted by the Regional Board allocates an increase of 2,135 additional units to Gardena, for a total of 5,776 units. Projected need accounts for 944 units and existing need accounts for the remaining 4,833 units. Gardena has received the highest allocation of housing units in the SBCCOG region (see attached Exhibit A).

C. The RHNA allocation under the revised methodology represents a 26 percent (26%) increase in housing from 2018 and gives Gardena an allocation of approximately 17 percent (17%) of the entire SBCCOG's allocation. This is despite the

fact that Gardena makes up only 6 percent (6%) of the SBCCOG cities' land area. In addition to Gardena, only Carson, Inglewood, and Lawndale have been required to accommodate double digit growth.

D. Gardena is primarily built out and does not have the acreage available to accommodate an additional 5,776 housing units. Many of the sites that have been identified by SCAG as vacant or refill are neither. Such sites include contaminated property, property that has already been approved for development projects, and property that would not be redeveloped because it houses viable commercial operations that are important to the City's tax base, such as DCH Gardena Honda, or locations that currently provide affordable housing such as mobile home and trailer parks. Many of the other sites are located in the middle of single-family zones where high-density infrastructure would destroy the existing neighborhoods. It is therefore unrealistic given the size of Gardena and the limited amount of land available for future growth to be able to accommodate the RHNA allocation. Such a scale of growth allocation would trigger significant displacement and gentrification of existing neighborhoods and residents, many of whom are lower income and would have limited financial means to relocate to another community.

E. The combined effect of allocating Gardena the largest RHNA allocation in the SBCCOG region and the City's existing concentration of low-income households would further exacerbate the current inequalities in access to opportunities, directly contradictory to the new Housing Element requirement on Affirmatively Furthering Fair Housing.

F. It is unreasonable to expect Gardena to be able to accommodate approximately the same amount of growth as other cities in the SBCCOG which are three to four times the size of Gardena (Carson and Torrance).

G. It is unreasonable for two cities, Gardena and Carson, to be responsible for one-third of the growth in the SBCCOG region.

H. It is unreasonable that cities in the SBCCOG region, which are similarly situated, were treated so differently; Rancho Palos Verdes received an additional allocation of 526 units while the three neighboring cities in the Palos Verdes Peninsula received a total net decrease.

SECTION 2. The City Council does hereby request that HCD reject the draft alternative methodology approved by the SCAG Regional Council at its meeting of November 7, 2019, for the following reasons:

A. The alternative methodology violates the objective of the RHNA plan to increase "the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region, **in an equitable manner. . . .**" (emphasis added).

B. The alternative methodology rejects the idea that there should be a correlation between growth as recommended in Connect SoCal and the RHNA."

C. The alternative methodology unfairly burdens a number of cities, making it near impossible to provide a compliant Housing Element and subjecting cities to possible lawsuits and penalties.

D. The alternative methodology is contradictory to the Housing Element principle to affirmatively further fair housing.

SECTION 3. The City Clerk is hereby directed to forward a copy of this Resolution with Exhibit A to the Department of Housing and Community Development, with a copy to SCAG.

SECTION 4. This Resolution shall take effect immediately.

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

PASSED, APPROVED AND ADOPTED this 10th day of December, 2019.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

_____

PETER L. WALLIN, City Attorney

Exhibit A – SBCCOG Region Comparison Chart

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS REGION – DATA COMPARISION CHART

EXHIBIT A

CITY	Existing Housing Units - 2018	Very Low - Orig.	Low - Orig.	Moderate - Orig.	Above Mod. - Orig.	Total - Orig.	Percent Increase from 2018 - Orig.	Very Low - revised	Low - revised	Moderate - revised	Above Mod. - revised	Total - revised	Percent Increase from 2018 - revised	Existing Pop. - 2018	City Size - Sq. Miles	Density Per Sq. Mile - 2018	Median Income - 2018
Gardena	21,873	955	486	567	1,633	3,641	16.6%	1,495	766	901	2,613	5,776 (+2,135)	26%	61,246	5.85	10,505	\$50,807
Carson	26,289	1,446	740	705	1,646	4,536	17.25%	1,779	917	880	2,069	5,645 (+1,109)	21%	93,799	18.97	5,011	\$75,517
El Segundo	7,433	99	46	43	68	255	3.43%	200	94	89	140	523 (+268)	7%	16,784	5.46	3,074	\$92,942
Hawthorne	30,556	450	205	248	828	1,731	5.66%	444	204	249	835	1,731 (+0)	5.66%	88,772	6.09	14,601	\$47,636
Hermosa Beach	10,026	140	76	63	56	334	3.33%	235	129	107	95	566 (+232)	5.64%	19,673	1.42	13,757	\$124,849
Inglewood	38,655	1,833	958	1,109	3,521	7,422	19.2%	1,809	953	1,110	3,550	7,422 (+0)	19.2%	113,559	9.09	12,520	\$46,389
Lawndale	10,162	289	122	144	418	973	9.57%	741	315	376	1,098	2,530 (+1,557)	24.90%	33,607	1.97	17,059	\$54,862
Lomita	8,489	133	69	70	186	458	5.39%	236	122	126	336	820 (+362)	9.66%	20,715	1.91	10,846	\$62,353
Manhattan Beach	15,059	43	22	21	18	103	.68%	328	168	158	136	791 (+688)	5.25%	35,991	3.94	9,135	\$148,899
Palos Verdes Estates*	5,052	82	44	48	26	200	3.95%	84	45	49	27	205 (+5)	4.06%	13,712	4.77	2,874	\$154,391
Rancho Palos Verdes	16,317	37	20	18	18	93	.57%	244	134	121	119	619 (+526)	3.79%	42,723	4.8	3,172	\$124,552
Redondo Beach	30,728	838	452	433	488	2,212	7.19%	973	529	510	579	2,591 (+379)	8.56%	68,77	6.21	11,077	\$104,548
Rolling Hills	719	21	9	11	7	48	6.67%	19	9	11	6	44 (-4)	6.12%	1,939	2.99	648	\$206,932
Rolling Hills Estates	3,101	84	43	39	30	196	6.32%	80	41	38	29	188 (-8)	6.06%	8,111	3.61	2,272	\$131,471
Torrance	58,527	850	441	441	831	2,563	4.38%	1,644	858	865	1,642	5,009 (+2,446)	8.55%	149,245	20.55	7,287	\$85,070
TOTAL	282,986					24,765						34,460		768,553	97.63		

*Palos Verdes Estates information from 2016



City of Gardena

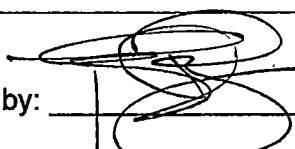
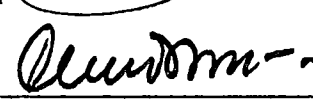
City Council Meeting

Agenda Item No. 8. B. (2)
Department: COMMUNITY DEVELOPMENT
Meeting Date: 12/10/2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: Approve Consultant Agreement with Veronica Tam in the amount of \$86,175 (with contingency) regarding Housing Element Update

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">▪ Staff respectfully recommends that the City Council approve the consultant agreement regarding Housing Element Update.	<u>Action Taken</u>
<u>STAFF SUMMARY:</u> Staff respectfully recommends that the City Council approve the Consultant Agreement with Veronica Tam and Associates to provide services to the City relating to the 6 th Cycle Housing Element. The Housing Element is the only element of the General Plan which is required to be updated on a given schedule and which is subject to State review. The requirements of what must be included in a Housing Element are statutorily required and include analysis and documentation in many categories as well as an identification of locations where housing that meets the City's Regional Housing Needs Assessment (RHNA) allocation can be located. Failure to have a compliant Housing Element can lead to a variety of penalties. The States Department of Housing and Community Development (HCD) can refer the matter to the State Attorney General who can file a legal action; repeated failure to comply with a court's order can lead to monetary penalties. Veronica Tam, the principal of Veronica Tam & Associates, is one of the leading consultants in the State on Housing Elements and has well-established contacts with both the Southern California Association of Governments (SCAG) and HCD. Ms. Tam's proposal is for \$70,250, plus a 10 percent (10%) contingency if needed. Ms. Tam has also budgeted an additional \$8,900 to help the City with other related housing matters such as filing appeals to the RHNA process if any possible grounds exist and guidance as to rezoning of parcels to help satisfy the City's share of housing needs.	
<u>FINANCIAL IMPACT/COST:</u> Expense: \$86,175 (with Contingency) Funding: SB2 Grant Fund Reimbursement	
<u>ATTACHMENT:</u> <ul style="list-style-type: none">• Agenda Staff Report• Consultant Agreement	
Submitted by:  Raymond Barragan, Acting Community Development Director Date: 12/05/2019	
Submitted by:  Clint Osorio, Interim City Manager Date: 12/05/2019	

CITY COUNCIL MEETING

AGENDA STAFF REPORT

Agenda Item No. 8.B.(2)

Department: Community Development

Meeting Date: 12/10/2019

AGENDA TITLE: APPROVAL OF CONSULTANT AGREEMENT WITH VERONICA TAM AND ASSOCIATES TO PROVIDE SERVICES RELATING TO ADOPTION OF THE CITY'S 2021-2029 HOUSING ELEMENT AND OTHER HOUSING RELATED MATTERS

RECOMMENDATION:

Staff respectfully recommends that the City Council approve the Consultant Agreement with Veronica Tam and Associates to provide services to the City relating to the 6th Cycle Housing Element.

BACKGROUND:

The Housing Element is the only element of the General Plan which is required to be updated on a given schedule and which is subject to State review. The requirements of what must be included in a Housing Element are statutorily required and include analysis and documentation in many categories as well as an identification of locations where housing that meets the City's Regional Housing Needs Assessment (RHNA) allocation can be located. The drafting of the Housing Element has become more challenging in recent years with the Legislature's adoption of numerous housing bills that have tightened up the requirements of the Housing Element, especially with regard to the adequate sites requirements.

The Housing Element is required to be adopted by October 15, 2021, although there is a 120-day grace period. While this seems like it is far away, it must be recognized that this is a lengthy process that will involve not only a lot of work, but also a study session, public hearings before the Planning Commission, and a mandatory review period by the Department of Housing and Community Development (HCD) before the City Council can take final action. Adoption of the Housing Element is a project that requires CEQA compliance. Given the housing allocation that has been assigned to the City and the new requirements relating to the site inventory, compliance with the Housing Element law will undoubtedly require some rezoning and either a Mitigated Negative Declaration or an Environmental Impact Report will likely be required. Sufficient time has to be allowed for the environmental review to take place in conjunction with the adoption of the Housing Element.

As stated above, Housing Element requires more than just an inventory of sites for housing. It must also include, among other things:

- Analysis of population and employment trends;
- Analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition;
- Information regarding emergency shelters;
- Analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels;
- Analysis of any special housing needs;
- Analysis of opportunities for energy conservation with respect to residential development;

- Analysis of existing assisted housing developments that are eligible to change from low-income housing uses during the next ten (10) years;
- A statement of the City's goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing; and
- A program that sets forth a schedule of actions during the planning period by which certain programs will be undertaken – this must now include a program to incentivize accessory dwelling units.

Failure to have a compliant Housing Element can lead to a variety of penalties. HCD can refer the matter to the State Attorney General who can file a legal action; repeated failure to comply with a court's order can lead to monetary penalties. The City could lose priority/eligibility for funding that requires a compliant Housing Element, and a noncompliant Housing Element can be used as a ground to stop development projects if there is a relationship between the project and the deficiencies.

Many cities have already started reaching out to consultants and a number of cities have utilized a formal RFP process. However, when staff started to informally reach out to consultants, we were informed by several that they could not take on any more work in this area or were not interested in responding to a formal RFP. Veronica Tam, the principal of Veronica Tam & Associates, is one of the leading consultants in the State on Housing Elements and has well-established contacts with both the Southern California Association of Governments (SCAG) and HCD. Although staff was originally told that Ms. Tam was not taking on any additional clients, she agreed to take on Gardena, in part because Gardena's last Housing Element was compliant with State law. As Gardena Municipal Code §2.60.130 provides authority to use the open market procedure without a requirement to solicit bids for professional services, staff felt it was in the City's best interests to obtain the services of Ms. Tam as her availability, or even that of other housing consultants, could not be guaranteed if the City went through a formal RFP process.

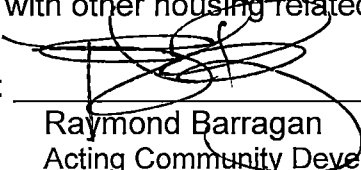
Ms. Tam's proposal is for \$70,250, plus a 10 percent (10%) contingency if needed. Ms. Tam has also budgeted an additional \$8,900 to help the City with other related housing matters such as filing appeals to the RHNA process if any possible grounds exist and guidance as to rezoning of parcels to help satisfy the City's share of housing needs. The tasks outside of the Housing Element will be billed on a time and materials basis; Ms. Tam's hourly rate is \$160 and her Senior Planners' rate is \$125. It is anticipated that these services will be paid for through the SB2 grant.

Ms. Tam has already been providing guidance to the City on what limited options are available to try and reduce the impact of the Regional Council's preferred methodology for the City's RHNA allocation. Her quick response time and ability to point the City in the right direction and provide documentation has already proved invaluable.

IN CONCLUSION:

Staff respectfully recommends that the City Council approve the Consultant Agreement with Veronica Tam and Associates to prepare the City's 6th Cycle (2021 – 2029) Housing Element and assist with other housing related items.

Submitted: _____


Raymond Barragan
Acting Community Development Director

Dated: _____

6 Dec 2019

Attachment: Contract Proposal

CITY OF GARDENA
CONSULTANT AGREEMENT

This Agreement is entered into by and between the City of Gardena, a municipal corporation ("City") and Veronica Tam and Associates, Inc., a California S-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. The City is required to update its Housing Element every eight (8) years.
 - B. The 6th Cycle Housing Element is due to be adopted October 15, 2021.
 - C. The drafting of the Housing Element is a time-consuming and complex problem that requires expertise in this matter. Staff does not have the time or expertise needed to comply with the State housing law.
 - D. Consultant is experienced in the requirements of State law with regard to Housing Elements and is willing to provide services to the City of Gardena.
 - E. 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 (10) 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 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 the preparation of the 6th Cycle Housing Element and providing related housing services 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 Acting Community Development Director 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 Veronica Tam shall serve as Project Manager on behalf of Consultant. Consultant shall not substitute any other person without the prior written consent of the City. In the event that City, in its sole 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 maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

- 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. 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 sole 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. Invoices shall be submitted at least every sixty (60) days.
- 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 (\$1,000,000.00) 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 attorney's fees to the extent resulting from any negligent act or any 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 State Postal Service and addressed to the contracting parties. The names, addresses, telephone numbers, and email addresses of the parties are, as follows:

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

To Consultant: Veronica Tam & Associates
107 S. Fair Oaks Avenue, Suite 212
Pasadena, CA 91105
Attn: Veronica Tam
Telephone: 626/304-0440
E-mail: Veronica.Tam@vtaPlanning.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 immediately and shall cover work done as of November 12, 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

By: TASHA CERDA, Mayor

Dated: _____

ATTEST:

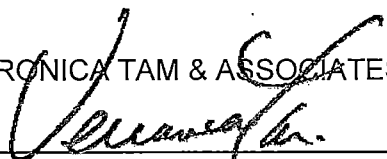
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



PETER L. WALLIN, City Attorney

VERONICA TAM & ASSOCIATES



By: Veronica Tam, Owner

Dated: December 5, 2019



By: Veronica Tam, Secretary

Dated: December 5, 2019



A. Scope of Work

The 6th cycle Housing Element for 2021-2029 is due October 15, 2021, with a 120-day grace period (i.e., February 12, 2022). This Housing Element update will be particularly challenging due to the new 2017 and 2018 housing bills that place tightened requirements on the Housing Element, especially the adequate sites requirements.

Task 1 - Assessment

Task 1.1 - Evaluation of the 2013-2021 Housing Element

As an initial task to the Housing Element update, we will review and evaluate the City's progress in implementing the 2013-2021 Housing Element. Specifically, we will:

- Discuss the effectiveness and continued appropriateness of the housing programs and policies.
- Assess the extent of accomplishments and discuss with staff the reasons for falling short on anticipated goals.
- Review compliance with new State laws and identify areas where changes are necessary and/or appropriate.
- Identify necessary revisions to existing programs.

The City's 2018 and 2019 Housing Element Annual Progress Reports (APR) would be a good starting point for this evaluation. Our approach to recommending modifications to the housing programs takes into consideration the ease of reporting in future APRs.

Task 2 - Housing Element Preparation

Task 2.1 - Needs Analysis

We will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and HCD's Completeness Review Checklist. The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements. Specifically, the current Gardena Housing Element was prepared with 2010 Census and 2009-2011 American Community Survey (ACS) data. The Needs Assessment will be comprehensively updated with the most recent ACS and housing market data.

- **Demographics, Income, and Employment Trends:** This section includes information on the population growth trends, along with income distribution and employment trends.
- **Household Characteristics:** This section will also discuss household characteristics such as size, tenure, composition, and overcrowding conditions that may impact housing needs.
- **Housing Stock Characteristics:** An analysis of the condition of the existing housing stock as well as cost and affordability, including discussions on cost burden (overpayment).
- **At-Risk Housing Analysis:** This section will also include an analysis of existing assisted housing developments which are eligible to change from low income housing uses



during the next ten years (i.e. at-risk housing). This analysis will cover housing units deed-restricted as low income housing as a result of public assistance, density bonus requirements, and inclusionary housing program.

- **Analysis of Special Housing Needs:** Special housing needs of seniors, large households, female-headed households, persons with disabilities (including persons with developmental disabilities), the homeless, farmworkers, and extremely low income households.

Task 2.2 - Housing Resources and Opportunities

RHNA and Rezoning

The SCAG region received a RHNA of 1,341,827 new units from HCD. Based on Draft RHNA Methodology adopted by the SCAG Regional Board on November 7, 2019, the City of Gardena's estimated RHNA is 5,776 units, more than ten folds the 5th cycle RHNA.

This Housing Element update would require significant efforts to identify additional sites with sufficient capacity for the RHNA, taking into considerations the adequate sites requirements under new Housing Element laws:

- No net loss of capacity when sites are developed.
- Continued ability to meet the RHNA by income group.
- Stringent standards for assessing feasibility when reusing vacant and underutilized sites that have previously been included in the 5th cycle Housing Element. All existing uses on site would be considered a constraint to redevelopment. Information such as ownership, tenure (and remaining lease terms), turnover rate, and owner intent, etc. would be needed to justify redevelopment potential.
- Parcels smaller than 0.5 acre or larger than 10.0 acres are not considered feasible sites for lower income housing under previous development trends could demonstrate feasibility.
- Reliance on mixed use for lower income housing.
- Ratio of vacant versus underutilized sites.
- Lot consolidation must be shown among contiguous parcels that could demonstrate feasibility of recycling.

Sites Inventory Update

We will work with staff to determine how many of the sites in the 5th cycle Housing Element remain available and would meet new adequate sites requirement under State law. This assessment would help staff determine the amount of rezoning necessary to accommodate the new RHNA.

Once the City has devised a new sites strategy, we will work to compile a sites inventory that must contain the following information:

- APN and address
- Acreage
- Densities (maximum allowable and realistic)



- Vacant versus non-vacant status, and explanation why existing uses are not a constraint to development
- Lot consolidation potential (adjacency and common ownership)
- Availability of infrastructure
- Whether the site was included in the 5th cycle Housing Element inventory
- Whether rezoning or upzoning would be necessary

We understand that City staff will be primarily responsible for identifying sites for rezoning in order to accommodate the new RHNA. VTA will assist in providing guidance, particularly in whether candidate sites would meet State law requirements and HCD review standards. However, staff would be responsible for processing the rezoning.

Task 2.3 - Affirmatively Furthering Fair Housing (AFFH)

New Housing Element law requires jurisdictions to examine barriers to fair housing and ensure housing programs are implemented in a manner to affirmatively further fair housing. The City of Gardena is an entitlement jurisdiction for CDBG funds and therefore is subject to the Federal requirements for preparing an Analysis of Impediments (AI) to Fair Housing Choice. We will use information contained in the City's AI to develop an adequate level of analysis for Gardena. Opportunity Index from the Low Income Housing Tax Credit (LIHTC) program or from HUD's AFFH Mapping Tool may also be used to provide information on access to resources and opportunities.

Our discussions with HCD staff indicate that the Housing Element AFFH requirements would also impact the sites inventory. HCD will also be reviewing sites inventory from the perspective of access to resources or opportunities, and overconcentration in low income/minority areas, etc.

Task 2.4 - Housing Constraints

We will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Gardena. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. New Housing Element laws require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

Task 2.5 - Housing Goals, Policies, and Quantified Objectives

Based upon the analyses and research conducted in the previous tasks, we will update the Housing Element. The updated Housing Element will include all required components under State law, along with relevant appendices. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

We will review and revise, as appropriate, housing goals, policies, and quantified objectives regarding the production, conservation, maintenance, preservation, and improvement of housing. This update will reflect the current and projected market conditions, the City's specific challenges, and funding capacity to ensure the housing objectives are realistic.



Task 3 - Prepare and Finalize Housing Element

Task 3.1 - Study Sessions (2)

We will conduct two study sessions with Planning Commission and/or City Council to provide an overview of the significant changes to State law and how that would impact the City of Gardena's Housing Element update. The study sessions are intended to be educational, informing the public regarding Housing Element requirements and RHNA, and potential areas of change.

Task 3.2 - Draft Housing Element

We will prepare the Staff Review Draft Housing Element based on analyses, research, and comments/discussions from the previous tasks. Upon addressing staff comments, we will prepare the Draft Housing Element to be presented to the Planning Commission prior to submitting the Housing Element for HCD review.

We will work with staff to compile a list of stakeholders and agencies/ organizations to receive notification of the availability of the Draft Housing Element.

Task 3.3 - Planning Commission Public Hearing

This Public Hearing with the Planning Commission is intended to review the Draft Housing Element prior to submitting the Element for HCD review. After the Hearing, we will revise the Draft Housing Element to incorporate public comments and submit the Draft Housing Element for HCD review.

Task 3.4 - HCD Review and Final Draft Housing Element

HCD review of the Draft Housing Element is mandatory. During the review, we would work to address all HCD comments. We would communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element would be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification would be contingent upon adopting the Housing Element as revised and reviewed by HCD, and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process.

Throughout the HCD review process, we maintain contact with HCD staff via emails and phone calls regarding the City's progress, key issues to be addressed, and alternative approaches to compliance.

Task 3.5 - Public Hearings for Adoption

Upon completion of HCD review, we will conduct public hearings before the Planning Commission and City Council for the adoption of the Housing Element. At the hearings, we will outline the changes requested by HCD.



Task 3.6 - Adopted Housing Element and State Certification

After adoption, the Housing Element must be submitted to HCD for its final review (120 days). We will follow through with assisting the City in achieving State certification of the Housing Element. We will work closely with HCD, and the City of Gardena to ensure that City meets State requirements.

Task 4 - Technical Assistance (Time and Materials)

In addition to the fixed-fee scope for the Housing Element preparation (Tasks 1 through 3), we have also included a separate task to provide technical assistance to City staff to address issues, topics, and activities that are outside the scope outlined in Tasks 1 through 3. This may include review/preparation of staff reports, additional meetings, etc.



B. Schedule

Housing Elements in the SCAG region must be adopted by October 15, 2021 (with a 120-day grace period till February 12, 2022). SCAG anticipates adopting the Final Regional Housing Needs Allocation (RHNA) by fall 2020. Assuming the Final RHNA be available by October 2020, we recommend the following schedule based on this statutory deadline.

Milestone	Estimated Timeline
Project Initiation	January 2020
Initial Assessment of Sites Inventory	February - March 2020
Study Session #1 - Housing Element 101	March 2020
Study Session #2 - Sites Strategy	July 2020
Sites Inventory for 6 th Cycle RHNA (coordinating with rezoning/upzoning efforts and SCAG RHNA process)	April - October 2020
Administrative Draft Housing Element and Initial Study	November 2020
Planning Commission Study Session	January 2021
HCD Review	January - April 2021
Adoption Hearings	June 2021



C. Cost Proposal

The estimated cost to prepare the Walnut Housing Element is \$70,250, not including CEQA documents. In addition, we have included a separate task (Task 4) to provide technical assistance to staff to cover out of scope works.

We have also included a ten percent contingency to cover unexpected topics, analysis, and heightened scrutiny from the community and HCD, etc. We will not access to contingency unless authorized by staff.

Task	Tam \$ 160	Sr. Plnrs \$ 125	Planners \$ 100	GIS/Tech \$ 90	Other	Total
Task 1: Assessment						
Task 1.1: Evaluation of the 2013-2021 Housing Element	2		16			\$ 1,920
Task 2: Housing Element Preparation						
Task 2.1: Needs Analysis	16		80			\$ 10,560
Task 2.2: Housing Resources and Opportunities	24		100	16	\$ 500	\$ 15,780
Task 2.3: Affirmatively Furthering Fair Housing	2		8			\$ 1,120
Task 2.4: Housing Constraints	8	40	4			\$ 6,680
Task 2.5: Housing Goals, Policies, and Quantified Objectives	8		12			\$ 2,480
Task 3: Prepare and Finalize Housing Element						
Task 3.1: Study Sessions (2)	12		16		\$ 100	\$ 3,620
Task 3.2: Draft Housing Element	12	8	40			\$ 6,920
Task 3.3: Planning Commission Public Hearing	6		4		\$ 100	\$ 1,460
Task 3.4: HCD Review and Final Draft Housing Element	32	8	40			\$ 10,120
Task 3.5: Public Hearings for Adoption	12		4		\$ 100	\$ 2,420
Task 3.6: Adopted Housing Element and State Certification	2		4		\$ 50	\$ 770
Project Management	40					\$ 6,400
Total	176	56	328	16	\$ 850	\$ 70,250
10% Contingency						\$ 7,025
Task 4: Technical Assistance (Time and Material)	40	20				\$ 8,900
Total with Contingency						\$ 86,175



City of Gardena

City Council Meeting

Agenda Item No. 8. D. (1)

Department: GENERAL SERVICES

Meeting Date: December 10, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: AUTHORIZE CONTRACT RENEWAL WITH CWE CORPORATION IN THE AMOUNT OF \$188,215 FOR MS4 PERMIT MONITORING AND COMPLIANCE SERVICES.

<u>COUNCIL ACTION REQUIRED:</u> Award Professional Services Contract	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that the City Council authorize a Professional Services Contract renewal in the amount of \$188,215.00 for Municipal Separate Storm Sewer System (MS4) Permit monitoring and compliance services. CWE is a Civil Engineering, water resources and environmental engineering firm of approximately 40 employees with headquarters in the City of Fullerton and offices in the cities of San Diego and Salt Lake. The firm has been in business since 2006 and founded as a Disadvantaged (DBE), Minority (MBE) and Small Business Enterprise (SBE) with 90% of their clients coming from public agencies and utilities, including but not limited to the cities of Torrance, Rancho Palos Verdes, Carson, Long Beach, Los Angeles and Commerce. At the September 11, 2018 meeting, City Council approved contracting MS4 Permit monitoring and compliance services with CWE Corporation. CWE has since provided expertise in permit monitoring program services for Dry-Weather and Wet-Weather in a timely and professional manner, provided state trash policy implementation planning, permitting interagency negotiations, and is currently completing the annual reports that are due for Los Angeles Regional Water Quality Control Board submission. The proposed rates represent no change from the current rate and consists of MS4 Permit required annual monitoring; semi-annual and annual reporting; training and public outreach; Measure W project implementation strategy, and other related water quality consulting services on an as-needed basis.	
<u>FINANCIAL IMPACT/COST:</u> Amount of Expense: \$188,215.00 Funding Source: Sewer Fund	
<u>ATTACHMENTS:</u> Proposed Agreement with CWE Corporation include Exhibit A	
Submitted by: <u>Joseph Cruz</u>	Joseph Cruz, General Services Director
Concurred by: <u>Clint Osorio</u>	Clint Osorio, Interim City Manager
Date: <u>12/4/19</u>	Date: <u>12/4/19</u>

CITY OF GARDENA CONSULTANT AGREEMENT WITH CWE

This Agreement is entered into this _____ day of _____, 2019, by and between the **City of Gardena**, a municipal corporation ("City") and **CWE** ("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. City is desirous of obtaining MS4 Permit water and sediment monitoring and compliance services.
 - B. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.
 - C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.
2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly 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 costs it incurs 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.** Consultant agrees to provide the services as specified in the Consultant's Proposal, Exhibit A, attached hereto and incorporated herein by this reference ("services"). 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.

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 agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as Exhibit A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the 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. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the General Services Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the General Services Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the General Services Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the General Services Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this

Agreement for cause as specified in Section 2 above.

10. **COMPENSATION.** Consultant shall be compensated as follows:

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed **one hundred eighty-eight thousand two hundred fifteen dollars and 00/00 (\$188,215.00)** without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within thirty (30) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. 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.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

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 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 Employers 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 and volunteers from any and all claims, liabilities, expenses, or consequential damages of any nature, including attorney's fees proximately resulting from any act or any 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 willful misconduct of City, its officers, agents, employees or volunteers.

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. **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.
16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain as to City a wholly independent contractor and shall not obtain rights to any benefits which accrue to City employees. 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.
17. **COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local government.
18. **CONFLICT OF INTEREST AND REPORTING.** 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.
19. **EMPLOYMENT OF ALIENS.** Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

20. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.
21. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
22. **ASSIGNMENT.** 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. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
23. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing 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:

To City: City of Gardena
 1700 West 162nd Street
 Gardena, California 90247
 Attn: Kevin Kwak
 Principal Civil Engineer

To Consultant: CWE
 1561 E. Orangethorpe Avenue, Suite 240
 Fullerton, CA 92831-5202
 Attn: Gerald Green
 Director, Stormwater

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.

24. **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.
25. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

26. **PUBLIC RECORD.** This Agreement is a public record of the City.
27. **MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:
- A. 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;
 - B. 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;
 - C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
 - D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.
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. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.
31. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
32. **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.
33. **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.
34. **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.

35. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. 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, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

Tasha Cerda, Mayor

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:



Peter L. Wallin, City Attorney

CONSULTANT – CWE

Name

President

Name

Secretary

**CWE**

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SUITE 240
FULLERTON, CA 92831-5202
(714) 526-7500 PHONE
(714) 526-7004 FAX
www.cwecorp.com

November 8, 2019

EMAIL

Mr. Kevin Kwak
Principal Civil Engineer
City of Gardena
1717 West 162nd Street
Gardena, California 90247

Proposal to Extend the Delivery of MS4 NPDES Permit Services to the City of Gardena

Dear Mr. Kwak,

CWE is pleased to submit this proposal to extend our existing contract with the City of Gardena (City) and continue providing Los Angeles Regional Water Quality Control Board (LARWQCB) Coastal Los Angeles County Phase I Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit water and sediment quality monitoring, reporting, and compliance services.

Understanding

Since 1990, the Los Angeles Regional Water Quality Control Board (LARWQCB) has issued MS4 NPDES Permits to Los Angeles County Permittees such as the City of Gardena. The City is currently regulated under the 2012 base MS4 Permit, as amended on September 8, 2016. However the LARWQCB is planning to release a draft fifth term permit during the next few months, with adoption set to occur during the spring, and a suggested effective date of July 1, 2020 to align with permit reporting periods.

In June of 2018, CWE began assisting the City with required Industrial/Commercial (I/C) Facility Inspections and on September 11, 2018, the City Council authorized City Management to enter into an agreement for MS4 Permit water and sediment monitoring and MS4 Permit compliance reporting. During the intervening period, CWE has successfully completed three storm and two dry-weather monitoring events, provided state trash policy implementation planning, permitting, interagency negotiations, and is currently completing the annual reports that are due for LARWQCB submission on December 15, 2019.

These and other compliance services must be provided annually, during the July 1st to June 30th period, for compliance reporting by December 15th of the trailing year. With the 2018-19 budget nearing exhaustion, the City of Gardena Direct of Public Works and CWE negotiated the following Scope of Work task and budget based on Paragraph 3 of the 2018 Agreement that which allows the City to authorize the provision of Additional Services to be provided for an agreed upon amount, in writing.

Scope of Work

Following receipt of the City Notice to Proceed (NTP), CWE will promptly begin the following tasks:

Task 1 – Meetings CWE would lead two (2), and participate in up to six (6) additional, City Council, City Staff, Litigation, Dominguez Channel Enhanced Watershed Management Programs (DC EWMP) Group, Los Angeles Permit Group (LAPG), or LARWQCB Meetings. The LARWQCB has committed to draft, release, receive comments, revise, and adopt a fifth term MS4 Permit prior to June 30, 2020. As a result of LARWQCB policies, ongoing litigation, watershed location, discharge water quality, and prior implementation strategies, the City of Gardena will most likely be uniquely impacted by Regional Board permit adoption. Meeting participation allows CWE to develop draft permit comments, guide City Management in its implementation, and cost-effectively provide needed services. With respect to our 2018 agreement, prior meetings allowed CWE to negotiate with the Board and EWMP Group to allow the purchase of estuary monitoring data; saving Gardena nearly a hundred thousand dollars.

Task 2 – Dry-Weather Receiving Water Monitoring CWE would undertake the two (2) required dry-weather receiving water quality grab sample monitoring events from the Dominguez Channel R1 site, which is located just east of Vermont Avenue in the concrete lined low flow channel. In cooperation with adjacent Coordinated Integrated Monitoring Program (CIMP) groups, CWE field staff provides these services for fourteen Los Angeles County MS4 Permittees using freshly calibrated YSI meters and appropriate equipment to collect physical, wet chemistry, and summer aquatic toxicity water quality monitoring samples. With the exception of toxicity samples, that are usually couriered to Aquatic Biology Consulting (ABC) Laboratories in Ventura, collected samples are delivered by CWE staff, under Chain of Custody (CoC) to State Water Resources Control Board (SWRCB) Environmental Laboratory Accreditation Program (ELAP) certified Analytical Laboratories such as Eurofins Calscience and Enthalpy. Upon receipt, laboratory analytical results are promptly reviewed and verified by the CWE Quality Assurance/ Quality Control Manager. Based on recommendations provided through of our 2018 Agreement, the LARWQCB approved baseline monitoring commencement in a March 6, 2019, letter; allowing the city to avoid additional monitoring and reporting sanctions, such as those referenced in the Water Board Administrative Civil Liability (ACL) complaint of January 24, 2019.

Task 3 – Wet-Weather Receiving Water Monitoring From October 1, 2019, to April 15, 2020, CWE would collect water quality samples, from the R1 site, for three (3) qualifying storms, including the critical first event of the season, as required in the March 6, 2019 LARWQCB letter. National Weather Service (NWS) forecasts for Gardena would be reviewed and electronically stored at least twice weekly, with mobilization typically beginning four days prior to rainfall initiation, when field assignments are drafted, equipment checked, and sample containers racked. Assuming antecedent rainfall of less than a tenth of an inch per day during the preceding 72 hours, storms are qualifying when forecast at greater than or equal to 0.25" of rainfall, with a greater than 70% occurrence probability at 48 hours prior to start time. With the exception of bacteria samples, which have a six hold time necessitating additional coordination for timely collection and transfer to the laboratory, samples would be collected as three-hour, ten-aliquot composite samples; including the required two or three aquatic toxicity samples. Water samples, demonstrating significant initial toxicity, would be subjected to the required appropriate, if costly, Toxicant Identification Evaluation (TIE) analyses. Together these steps maximize the likelihood that false positives and contamination are avoided, allowing the subsequent annual monitoring report to withstand critical review or regulatory audit.

Task 4 – Stormwater Outfall Monitoring Between October 1, 2019, and April 15, 2020, CWE would collect water quality samples, from the Dominguez Channel at Rosecrans Avenue (F3) and Normandie Avenue (F4) MS4 utility (manhole) access sites, for three (3) qualifying storms, including the critical first event of the season, as identified in the March 6, 2019 LARWQCB monitoring program approval letter. Using methodologies similar to those for the receiving water site, CWE staff would open the utility access lid and procure MS4 sample aliquots, from the surface, to avoid confined space access requirements. If the F4 site is blocked by equipment, samples would instead be collected from Los Angeles County Flood Control District (LACFCD) easement. While the F4 site requires no special procedures, CWE will again coordinate with the City Department of Public Works Street Forces to provide timely traffic control in the eastbound rightmost lane of Rosecrans Avenue, thus avoiding the additional costs that would be associated with hiring a private traffic control firm.

Task 5 – Suspended Sediment Outfall Monitoring Between October 1, 2019, and April 15, 2020, CWE would collect suspended solids samples, from the Dominguez Channel at Rosecrans Avenue (F3) and Normandie Avenue (F4) MS4 utility (manhole) access sites, during two (2) qualifying storm events, as identified in the March 6, 2019 LARWQCB monitoring program approval letter. Pollutants often bind to sediments and both can then be suspended in, or conveyed with, stormwater flows. The Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants Total Maximum Daily Load (TMDL) is a regulatory program to control the toxic impacts of the legacy organochlorine pesticide dichlorodiphenyltrichloroethane (DDT) and its metabolites, legacy insulators polychlorinated biphenyls (PCBs), combustion by-product polynuclear aromatic hydrocarbons (PAHs), and toxic metals including cadmium, chromium, copper, lead, mercury, and zinc. For two storm events, at both the FS3 and FS4 sites for a total of four procedures, CWE staff would pump hundreds of gallons of water from the storm drain, through a polypropylene barrel upflow clarifier, discharging the effluent back to the MS4, and returning approximately five gallons of water and sediment, from each site, to our Fullerton office. From this concentrate, approximately thirty grams, or one ounce, of wet sediment will be settled and isolated, then transferred, under CoC, to the analytical laboratory for drying, organics extraction, and analysis using various federal and state approved methods. Upflow clarifying has proven less costly and dangerous, then bulk water transport with settling, and more resilient than field filtering, which tends to clog on non-settling flocs and low density particles.

Task 6 – Semi-Annual Monitoring Data Submission Along with relevant meta data, analytical monitoring results will be converted from Laboratory Information Management System (LIMS) Electronic Data Document (EDD) into California Environmental Data Exchange Network (CEDEN) format and submitted semi-annually to the LARWQCB; by June 15th, for samples collected between July 1st and December 31st, and December 15th, for samples collected from January 1st and June 30th. The LARWQCB has moved from Data Transfer Standard Format (DTSF), to informal CEDEN, and may soon switch to formal CEDEN, California Integrated Water Quality System Project (CIWQS), or the recently initiated California Open Data Portal formats. Dependent on client needs and enforcement risks, CWE staff utilize a variety of reporting formats, most recently including making formal CEDEN submissions through the Moss Landing Marine Laboratory (MLML) Regional Data Center (RDC) using California Data Upload Checker System (CalDUCS); meaning that our staff are familiar with Look up table nomenclature, vocabulary request submittals, resolution of error and warning messages, and has assisted our analytical laboratory partners with expediting transcription processes to further reduce your submittal costs. For CWE, your Project Manager oversees most data transcription and performs the final Quality Assurance and Quality Control (QA/QC) review prior to submission.

Task 7 – Submit Individual Annual Report CWE will draft, revise, and submit to the LARWQCB, by December 15, 2020, the July 1, 2019 to June 30, 2020 MS4 Permit reporting period, City of Gardena, Individual Annual Report; utilizing either Microsoft Office or the Los Angeles County Watershed Reporting, Adaptive Management, and Planning System (WRAMPS). During the summer and early fall, CWE will populate a draft Microsoft Word® Individual Annual Report file, using past submittals, recently received implementation data transmittals, and the City website as references. This draft will highlight those sections where City input on budget, planning, enforcement, and building safety data are needed, at least until CWE or other consultant can provide the information in a format that minimizes the risk of enforcement. Once completed and returned to CWE, usually during November, the final draft will be reviewed for missing data or verbiage that could be adversely misconstrued, a final draft provided to the City in late November for review, then the file converted into a Portable Document Format (PDF) file, and submitted to the LARWQCB by December 15, 2019, with a receipt and legibility confirmation requests that are stored on our servers and provided for City records.

Task 8 – Prepare “Watershed” Annual and MAL Reports CWE will draft, revise, and submit to the LARWQCB, by December 15, 2020, City of Gardena Watershed Annual and Municipal Action Level (MAL) Reports. As an independent MS4 Permittee, not other affiliated with the Dominguez Channel, or other, Watershed Management Program (WMP) Group, the City must separately provide to the LARWQCB, rainfall, water quality impairment and improvement, monitoring and trend data typically addressed within a WMP Group Watershed Annual Report. Furthermore, the MAL report must address storm water Basin Plan Water Quality Beneficial Use Objective exceedances and source controls, such as those that were observed of bacteria. On a schedule, approximately two weeks behind that of the individual report, the required information will be developed for review by the City representatives, a revised submission validated for accuracy, and the final converted into PDF and submitted by CWE, to the LARWQCB, by December 15, 2020. MAL pollutant source control measures will be identified by CWE staff based on our extensive experience with cost-effective structural and non-structurally Best Management Practices (BMPs), Watershed Control Measures, Minimum Control Measures (MCMs), regulatory policies, and other innovative pollutant source control characteristics.

Task 9 – LACFCD Annual Access Permit Renewal During the spring of 2020, CWE will prepare and submit to the LACFCD and Department of Public Works, a required renewal Access Permit Application, then regularly check on its issuance progress. No construction or permanent changes to the drainage facilities are contemplated under this proposal, which should facilitate the review. Legally, accessing LACFCD facilities, including catch basins, storm drains, manholes, easements, gates, and channels, for facility surveys, water quality, toxicity, or sediment monitoring, requires preparation and submission of an application using the County of Los Angeles Electronic Permitting and Inspection Calendar (EPIC) system, fee payment, permit issuance, and pre-access notification of the facility representative (Imperial Yard). Pre-event County staff notifications are retained on the CWE servers in the project folder and included in the event sampling binder to allow field verification by sheriff or LACFCD staff. Last year, similar applications were requiring 30 to 180 days for approval, which could have constrained Outfall Inventory and Non-Storm Water Discharged Survey compliance scheduling, had not CWE collected its reminders and provided the application reviewers with regular reminders of their prior commitments and delays. The current monitoring project LACFCD access permit, FCDP2019000117, will expire on May 9, 2020 and CWE staff will again use scheduling reminders to assure that our application is reviewed and issued in a timely manner that will allow both the City of Gardena and CWE to maintain MS4 Permit reporting compliance.

Task 10 – MS4 Permit Required City Staff and Contractor Training CWE will provide relevant City staff and contractors with two (2) MS4 Permit required annual training events, the first regarding Redevelopment planning, construction and post construction inspections, while the second addresses Illicit connection and discharge detection, including the control and elimination of non-stormwater discharges and the pollutants they may convey. These approximately one hour presentations will be scheduled in consultation with Field Supervisorial personnel, either at the beginning or end of a shift, to maximize cost effectiveness. Typically, these presentations are made to between ten and twenty city staff, at a city facility with appropriate projection or screening equipment, using an engaging Microsoft Office Power Point® presentation. These presentations typically begin with regulatory rationale and requirements before switching to practical actual field observations and examples, when possible involving cases from the client community. A limited number of six per page handouts are typically distributed for those who are motivated and wish to take notes or have questions, along with a sign in sheet to document participation and provide as part of the annual reporting when warranted. The senior CWE manages that make these training presentations, are experienced with both private and public agency examples and welcome observations from the participants while providing an enlightening session that includes plenty of examples to maintain participant interest.

Task 11 – SB-205 and other MS4 Permit Implementation Services Newly enacted Senate Bill 205, requiring municipalities to identify state Industrial General Permittees, based on Standard Industrial Classification (SIC) and North American Industrial Classification Systems (NAICS), prior to business license issuance, must be implemented in 2020. While performing Industrial/Commercial Facility Inspections for the City, CWE noticed an unusually high numbers of incorrect past SIC and NAICS designations, which will challenge city staff in complying with this new service mandate. Furthermore, the City Annual Reports have often appeared deficient with regards to some minor MS Permit required tasks such as Low Impact Development (LID) design and review, public information and participation program elements, commercial outreach and education, public facility inventory, and public activities oversight. Finally, this Spring, the City should begin to receive approximately \$830,000 annually in Measure W, Safe Clean Water Program local return funds. CWE would assist the City in developing a cost-effective implementation strategy, based on your unique baseline compliance approach or other strategy. Requested services provided under this task would be provided on a time and materials basis.

Limitations and Assumptions

Understanding that prior submittals and communications between City and LARWQCB representatives have not been completely resolved, while agreeing with the City desire to utilize a new approach going forward, CWE has made the following proposal assumptions to reduce our risk and your budget commitment during this transitional period:

1. MS4P Table E-2 monitoring has been completed and will not be required during this contract.
2. Confined space entry of MS4 facilities is unnecessary and outside of our Scope of Work.
3. Autosampler permitting and installation has been excluded from this proposal.
4. No more than four Aquatic Bioassays, Toxicity TST test, including no more than one Toxicity Identification Evaluation (TIE) study, will be required during the term of this contract.

5. Based on the Non-Stormwater Outfall Discharge Prioritization results, no additional surveys, water quality monitoring, or source control studies are proposed.
6. City will directly provide necessary Traffic Controls services, notably at the Rosecrans F3 site.
7. Suspended sediment samples will not be collected from NSW flows, due to low concentrations.
8. Any City Encroachment Permits will be issued as no fee Permits.
9. Harbor Toxics TMDL estuary and harbor water quality, sediment, and tissue monitoring is excluded from this proposal and will be separately addressed and budgeted at a future time.

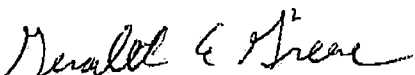
Fee

The following table identifies the level of effort that CWE associates with each of the identified tasks.

Task	Description	Total
1	Meetings	\$16,155
2	Dry-Weather Receiving Water Monitoring	\$13,160
3	Wet-Weather Receiving Water Monitoring	\$16,063
4	Stormwater Outfall Monitoring	\$32,332
5	Suspended Sediment Outfall Monitoring	\$15,758
6	Semi-Annual Monitoring Data Submission	\$14,554
7	Submit Individual Annual Report	\$16,512
8	Prepare "Watershed" Annual and MAL Reports	\$14,406
9	LACFCD Annual Access Permit Renewal	\$6,333
10	MS4 Permit Required City Staff and Contractor Training	\$21,746
11	SB-205 and other MS4 Permit Implementation Services	\$21,196
Total Fee		\$188,215

Most 2012 MS4 Permit tasks would be completed by June 30, 2020, with reporting and fifth term MS4 Permit implementation strategy development tasks completed by **December 31, 2020**. This work would be completed on a Time and Materials, Not to Exceed cost basis of **\$188,215.00**. This proposal is valid for ninety (90) days, from the letter date; however the timely completion of some early water quality monitoring tasks are dependent on receipt of an Notice To Proceed (NTP) by December 1, 2019. If any questions arise, please reach out to me at (714) 526-7500 Ext. 207 or ggreene@cwecorp.com.

Respectfully submitted,
CWE


Gerald Greene, DEnv, PE, QEP, QSD/P
Director, Stormwater



City of Gardena City Council Meeting

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: December 10, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: APPROVE AGREEMENT WITH CLEVER DEVICES LTD. FOR THE PURCHASE OF GTRANS REAL-TIME INFORMATION DEPLOYMENT (GRID) SYSTEM AND FIVE YEARS OF SOFTWARE SUPPORT, PLUS CONTINGENCY, FOR A TOTAL PROGRAM COST OF \$2,932,975

COUNCIL ACTION REQUIRED:

Approve purchase

Action Taken

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena's GTrans is implementing a number of critical systems as part of its Intelligent Transportation System (ITS) Project which will maximize automation, efficiency, data collection and analysis. One of these systems is the GTrans Real-Time Information Deployment (GRID) System.

As such, GTrans issued a Request for Proposals in April 2019. The RFP was issued through PlanetBids with notification to 152 vendors (including 20 DBEs) and downloaded by 37 vendors. With advertisement through a number of professional transit clearinghouses for solicitations, GTrans received proposals from two firms: Clever Devices Ltd. and Avail Technologies, Inc. Proposals were scored based on technical capacity, qualifications and experience, project management approach, price, documentation, and warranty terms.

Following a lengthy evaluation and negotiation process, GTrans is pleased to recommend Clever Devices Ltd. as the most responsive and responsible proposer, with the highest overall score. The base cost of the hardware, software, development, implementation, training, and applicable sales tax is \$1,838,856. The proposal included pricing for up to five years of software maintenance, warranties and support, totaling \$314,996. In addition, the proposal included options for equipment and installation on up to 25 future buses and up to four wireless customer information signs totaling \$512,489.

GTrans is requesting a contingency of 10 percent, or an additional \$266,634 to accommodate any unforeseen changes to either the base contract, options, or the software support. Such expenditures would not be allowed unless approved in advance by GTrans management.

GTrans recommends that City Council approve a contract with Clever Devices Ltd. for a base cost of \$1,838,856, five years of software maintenance warranty and support totaling \$314,996; options for equipment and installation on up to 25 future buses and up to four wireless customer information signs totaling \$512,489, and an additional 10 percent contingency of \$266,634, for a program total of \$2,932,975.

FINANCIAL IMPACT/COST:

There is no impact to the General Fund. This project is funded using existing federal and local grants and local funds obligated specifically for this project. The five years of maintenance costs will be included in subsequent GTrans budgets presented for Council approval.

ATTACHMENTS:

A. Contract Between City of Gardena and Clever Devices Ltd.

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 12/3/19

Concurred by Clint Osorio, Clint Osorio, Interim City Manager

Date 12/4/19

**AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
CLEVER DEVICES, LTD.**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and Clever Devices, Ltd. 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 Real-Time Information Deployment system.

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

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

2. Services.

A. The services to be performed by Consultant shall consist of the scope of services outlined in Part III of Request for Proposals RFP No. 2019-07 GTrans Real-Time Information Deployment (GRID) 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. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

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

4. Agreement Administrator. For purposes of this Agreement, City designates Aubrey Smith 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 Part III of the RFP, Consultant's proposal submitted in accordance with the RFP attached hereto as Exhibit A and

Consultant's End User Software License Agreement (the "Licensing Agreement") attached hereto as Exhibit B. 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. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

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

8. Term of Agreement/Termination.

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

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

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

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

9. Invoices and Payments.

A. Payment shall be 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 as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

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

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

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, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverage provided

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

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

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

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

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

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

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

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

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

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have

in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

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

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

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: dpynn@gardenabus.com

Clever Devices, Ltd.
Attn: Francis J. Ingrassia
300 Crossways Park Drive
Woodbury, New York 11797

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.

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

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

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

CITY OF GARDENA

By _____

Tasha Cerda

Mayor

Date _____


ACCEPTED:

Clever Devices Ltd.

By _____

Date _____

APPROVED AS TO FORM:



Peter L. Wallin

City Attorney

1	HARDWARE TOTAL PRICE	\$969,323
2	SOFTWARE TOTAL PRICE	\$225,776
3	IMPLEMENTATION SERVICES TOTAL PRICE	\$509,201
4	SPARE PARTS TOTAL PRICE	\$26,460
5	TRAINING TOTAL PRICE	\$37,443
	TOTAL BASE PRICE	\$1,768,203
6	PreTrip/PostTrip Inspection w/5yrs of Software Maintenance	\$32,832
7	PreTrip/PostTrip Inspection w/5yrs of Software Maintenance Credit	-\$32,832
	TOTAL BASE PRICE w/PreTrip/PostTrip Inspection	\$1,768,203
8	Taxes	\$70,653
	TOTAL BASE PRICE INCLUDING TAXES	\$1,838,856



END USER SOFTWARE LICENSE AGREEMENT

Notice to User:

IMPORTANT – READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between Licensee (an entity who is the registered user of the Software Product as licensee and references herein to "You" and "Your" refer to you as licensee) and Clever Devices Ltd. ("Clever Devices") as Licensor, 300 Crossways Park Drive, Woodbury, NY 11797, its suppliers and licensors. This EULA governs the software that accompanies this EULA (the "Software Product"). The Software Product may contain embedded or pre-loaded software or other software provided on media such as a tape, diskette, CD, DVD, or thumb or flash drive. Furthermore, the Software Product may include third party software which Clever Devices does not own but is licensed to distribute. The terms of this EULA apply to any such third party software unless an additional license agreement pertaining to the third party software is enclosed, in which case the terms of such license applies to the third party software. By subscribing this EULA and, in any case, installing, copying, downloading, accessing or otherwise using or allowing your employees, contractors or agents to use the Software Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, You are not licensed to use the Software Product and You must not use and You must return any tangible copies of the Software Product in Your possession or control to Clever Devices.

- 1. Grant of License.** Subject to the terms and conditions of this EULA, Clever Devices hereby grants to You a number of limited, non-exclusive, revocable, non-transferable, non-sublicensable licenses (each a "License") to use the Software Product. This EULA grants You the right to use the Software Product in the appliance in which it is embedded (the "Designated Environment") which is the system provided by Licensee and approved by Clever Devices as amended or supplemented from time to time pursuant to the terms of this EULA for the Software Product.
- 2. Restrictions.** Except as expressly permitted under this EULA, You will not, directly or indirectly, and will not allow any third party to: (a) copy the Software Product (except for one (1) copy for archival backup and disaster recovery purposes), rent, lease, resell, loan, sublicense, distribute, assign, or otherwise transfer rights to the Software Product to any third party, except as otherwise provided herein; (b) modify, translate, adapt, alter, or create derivative works based on the Software Product; (c) merge the Software Product with any other software or documentation; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of the Software Product (including without limitation communication protocols used by the Software); (e) use or allow the use of the Software Product for the business needs of another person or entity, including without limitation, providing outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties; or (f) use or allow the transfer, transmission, export, or re-export of the Software Product in violation of any export control laws or regulations administered by the U.S. Commerce Department,

OFAC, or any other government agency. You may not remove, alter or obscure any proprietary notices (or metadata tags) or trademarks that appear on the Software Product or on any copies made in accordance with this EULA.

3. Ownership. The Software Product is licensed, not sold, to You for use solely subject to the terms and conditions of this EULA. The Software and all worldwide intellectual property and proprietary rights therein and relating thereto, are and will remain the exclusive property of Clever Devices or its licensors, if any. Except for the limited rights expressly granted under Section 1, You will have no right, title or interest (whether by implication, estoppel, or otherwise) in or to the Software Product or any Intellectual Property Rights (as defined below) or Confidential Information (as defined below) therein or thereto. Clever Devices retains all rights, title and interest in and to any and all trademarks and logos of Clever Devices displayed on or in the Software Product. You agree not to challenge or contest Clever Devices' rights to or ownership of, or otherwise attempt to assert any rights in, the Software Product. "Intellectual Property Rights" as used in this EULA means all worldwide patent, patent applications, copyrights, trade secrets, trademarks, service marks, trade names and any other intellectual property, proprietary, and database protection rights and includes all Confidential Information of Clever Devices (as defined in Section 17 below).

4. Demo Software Product. In the event the Software Product has been provided as a demonstration copy of the Software Product, whether for a fee or at no charge, the terms of this Section 4 and of this EULA in its entirety shall apply. Your license to use the Software Product shall expire 120 days after installation. In the event the demonstration copy of the Software Product was provided to You at no charge, for purposes of the total liability limitation set forth in the Section entitled "Limitation of Liability" the "fees actually paid to Clever Devices" shall be deemed to be the Clever Devices' list price for the Software Product.

5. Updates and Upgrades. Updated or upgraded versions of the Software Product may be created or issued by Clever Devices from time to time. If the Software Product is an update or upgrade of a Clever Devices product, You are bound by the terms of this EULA and may only use that updated or upgraded Software Product in accordance with this EULA. Clever Devices may, at its sole discretion, require the installation of software updates or upgrades to maintain the warranty provision contained herein.

6. Software Transfer – Internal Transfer. You may move the Software Product to a different system as long as You permanently remove the Software Product from the initial system.

7. Version Restrictions: You acknowledge that if the Software Product is identified as a "beta" version ("Beta Software") it is provided to You solely as a convenience for You and for testing purposes. Beta Software may or may not include additional features or functionality currently under development for inclusion in the Software Product, but is not currently supported by Clever Devices. You acknowledge that Beta Software will not be supported and You acknowledge that Clever Devices is not responsible for any

damages (consequential or actual) related to Your use of Beta Software. You covenant to treat all Beta Software as Software Product, including, but not limited to, the restrictions on use set forth in Section 2.

Your license to use the Software Product shall expire on the date set forth in the Beta Site Agreement signed by You or, in the absence of such agreement, 120 days after installation. The Software Product may contain more or less features than the commercial release of the software Clever Devices ultimately intends to distribute. While Clever Devices may intend to distribute a commercial release of the Software Product, Clever Devices reserves the right at any time not to release a commercial release of the Software Product or, if released, to alter any and all features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You agree that the beta release or pre-release versions may not be suitable for production use and may contain errors affecting their proper operation. In the event the beta or pre-release Software Product was provided to you at no charge, for purposes of the total liability limitation set forth in the section entitled "Limitation of Liability" the "amount actually paid by you" shall be deemed to be Clever Devices' list price for the Software Product, or other amount as expressly stated in any Beta Site Agreement signed by you and Clever Devices.

8. Maintenance, Support Services. Clever Devices does not provide any maintenance or support services with respect to the Software Product, except subscription based maintenance and support services pursuant to a separately negotiated and mutually agreed upon maintenance and support subscription agreement. If You would like a copy of such maintenance and support subscription agreement, please contact Clever Devices.

9. License Fee. You acknowledge that in consideration of Your acceptance of the terms and conditions of this EULA and other good, valuable and sufficient consideration including if applicable the fees ("Fees") You have paid to Clever Devices for the Software Product, Clever Devices grants You the license for the Software Product, upon and subject to the various terms and conditions set forth in this EULA.

10. Term and Termination. The term of this EULA will begin on the Effective Date and shall continue unless terminated by Clever Devices. This EULA and all licenses will terminate if You fail to comply with the terms and conditions of this EULA. Upon notice of termination, or if a license ceases to be effective, You shall immediately, at Clever Devices' option, destroy or return to Clever Devices at Your expense, the Software Product, all copies of thereof, any updates, and all Clever Devices documentation and materials, and, upon the request of Clever Devices, certify in writing Your compliance with the terms and conditions of this Section 10. This EULA will also automatically terminate if You breach a material term or condition of this EULA, including without limitation Your payment obligation. Sections 3, 11, 12, 13, 15, 16, 17 and 21 shall survive termination or expiration of this EULA.

You acknowledge that the provisions of this EULA restricting the use and disclosure of the Software Product and Confidential Information set forth in Section 17 will survive the expiration and any termination of this



EULA and that, in the event of Your material breach of such provisions, Clever Devices would suffer irreparable harm and would have no adequate remedy without injunctive or other equitable relief in addition to any other remedy available at law or in equity.

11. Limited Warranty and Disclaimer. Clever Devices warrants that (a) the Software Product will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the Software Product will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. To the extent allowed by applicable law, implied warranties on the Software Product is limited to ninety (90) days as provided in clauses (a) and (b) in this Section 11 and any other Clever Devices software and hardware, if any, are limited to ninety (90) days and one (1) year respectively. This warranty only covers problems reported in writing to Clever Devices during the applicable warranty period. For customers outside the United States, this limited warranty set out in this Section 11 shall be construed to limit the warranty to the minimum warranty required by law.

12. Remedies. Clever Devices and its suppliers' entire liability and Your exclusive remedy shall be, at Clever Devices' option, either (a) return of the price paid, or (b) repair or replacement of the Software Product or, if applicable, any other Clever Devices software or hardware (collectively with the Software Product, the "Licensed Product") that does not meet Clever Devices' limited warranty and which is returned to Clever Devices with a copy of Your documentation of receipt. This limited warranty is void if failure of the Licensed Product has resulted from accident, abuse, or misapplication. Any replacement software or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, none of these remedies and no product support services offered by Clever Devices are available without proof of purchase from an authorized international source.

You acknowledge and agree that any Clever Devices' software and hardware that sold together and are configured as a system for proper operation and that these systems are not intended for use with any other commercially available or custom hardware and software. Installation of any other software onto the hardware, changes to computer hardware configuration, changes to or deletion of specific product related software, and operating system configuration without the express written approval of Clever Devices will void the warranty. Use of the Licensed Product or any Clever Devices' system for any other applications aside from the specific contracted product will void the warranty.

You agree that you will not modify the Licensed Product without the express written approval by or in accordance with written instructions from an authorized Clever Devices employee and You acknowledge that any modification without such approval or that is not in compliance with such written instructions may not be fully compatible with program updates made generally available by Clever Devices. Notwithstanding anything in this EULA to the contrary, Clever Devices may at its sole discretion, cooperate in the approval of proposed modifications to the Licensed Product, at Your sole risk, cost and expense and provide You

with suitable documentation of any such approval or decide not to approve or cooperate in any such requested modification.

13. No Other Warranties. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 11 ABOVE, THE LICENSED PRODUCT IS PROVIDED "AS IS". CLEVER DEVICES MAKES NO WARRANTIES WITH RESPECT TO ANY LICENSED PRODUCT AND DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTIES OF NON-INFRINGEMENT. CLEVER DEVICES DOES NOT WARRANT THAT THE LICENSED PRODUCT WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. ANY LIABILITY OF CLEVER DEVICES WITH RESPECT TO THE LICENSED PRODUCT OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO THE REMEDIES SPECIFIED IN THIS EULA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT BE APPLICABLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES SPECIFICALLY WAIVE AND DISCLAIM THE APPLICABILITY OF (I) THE UNITED NATIONS CONVENTION OF THE SALE OF GOODS AND (II) ANY INCOTERMS.

14. Consent to Use of Data. By transmitting, storing, copying, distributing, displaying, editing, deleting, modifying, publishing, translating, processing or otherwise using the Licensed Product for data provided by You, You will be deemed to have (i) represented and warranted to Clever Devices that you have all rights, titles, and interests of any kind or nature whatsoever, in and to such data for such purpose, and (ii) grant to Clever Devices a royalty-free, worldwide, transferable, sub-license, right and license to transmit, store, copy, distribute, display, edit, delete, modify, publish, translate, process or otherwise use such data for all purposes related to the performance of this EULA by Clever Devices. You agree that Clever Devices may (i) obtain and use data collected as part of the support services provided to You, if any, related to the Licensed Product and (ii) use such data for business purposes to optimize and improve our products or to provide customized services or technologies to You and, except for such data that has been aggregated and anonymized, will not disclose this information to third parties without Your written consent.

15. Limitation of Liability. THE LIABILITY OF CLEVER DEVICES UNDER THIS EULA, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION, WILL NOT EXCEED THE FEES PAID TO CLEVER DEVICES FOR THE PORTION OF THE LICENSED PRODUCT OR SERVICES CAUSING THE LIABILITY. IN NO EVENT WILL CLEVER DEVICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER CLEVER DEVICES HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, INCLUDING WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE LICENSED PRODUCT, OR ANY RESULTS OBTAINED FROM OR THROUGH THE LICENSED PRODUCT.

CLEVER DEVICES WILL NOT BE LIABLE FOR ANY NETWORK-RELATED PROBLEMS ATTRIBUTABLE TO THE LICENSED PRODUCT OR CHANGES TO NETWORK CONFIGURATION THAT MAY AFFECT THE PERFORMANCE OF THE LICENSED PRODUCT.

16. Indemnification. You will indemnify, defend, and hold harmless Clever Devices, its licensors, and each of their respective employees, officers, directors, and affiliates ("Indemnified Parties"), from any and all claims, investigations, losses, liabilities, damages, fees, expenses and costs (including all attorneys' fees, court costs, damage awards, and settlement amounts) which result from any claim or allegation against any Indemnified Party arising from Your use of the Licensed Product or Your breach of any term of this EULA. Clever Devices will provide You with notice of any such claim or allegation, and Clever Devices will have the right to participate in the defense of any such claim at its expense.

17. Confidential Information. (a) You acknowledge that the Licensed Product contains proprietary, trade secret and confidential information belonging exclusively to Clever Devices, including without limitation the source code, inventions, algorithms, knowhow and other proprietary information contained therein (collectively, "Confidential Information"). Title to, ownership of and all proprietary rights in the Licensed Product, the Confidential Information and all copies and extracts thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with Clever Devices. Further, any modifications made to the Clever Devices Licensed Product or the Confidential Information, including those suggested by You, shall be the property of Clever Devices. (b) You shall not make the Licensed Products, or any other licensed products of Clever Devices' or its software or the ideas, techniques and concepts contained therein or any other Confidential Information available to any third party without the prior written consent of Clever Devices; copy the Clever Devices' Licensed Product, the Confidential Information or any portion thereof, except in either case as necessary for the use in the Designated Environment for archival or back-up purposes or disaster recovery purposes. (c) You agree to operate the Licensed Product solely in connection with Your business purpose and in the Designated Environment and take commercially reasonable precautions, consistent with Your existing practices with regard to Your own data and programs, to maintain security in order to prevent unauthorized use or disclosure of the Licensed Product or Confidential Information. You shall inform Your employees, contractors and agents having access to the Licensed Product or any other licensed products of Clever Devices or the Confidential Information of Your limitations, duties and obligations regarding the use, disclosure and copying of the Licensed Product and the Confidential Information. You agree to maintain the integrity of all patent, copyright, trade secret or other proprietary notices of Clever Devices in the Licensed Product and in any other licensed products of Clever Devices' displayed with, affixed to or imprinted on physical media and embodiments thereof, and to take no action inconsistent with the patent, copyright and trade secret ownership rights of Clever Devices. You will not use the Confidential Information for any purpose other than in connection with Your use of the Licensed Product under this EULA. Except as otherwise set forth in this EULA, under no circumstances will You allow any third party to have access to the Licensed Product or

Confidential Information. (d) In either performing or approving modifications to any source code delivered by Clever Devices to You in connection with the Licensed Product, or in providing any additional services to You, including without limitation, any diagnostic or corrective actions required in connection with responding to reported defects, Clever Devices acknowledges that it may have access to Your proprietary, trade secret or confidential information. Title to, ownership of an all proprietary rights in Your information is and shall remain Yours. Clever Devices shall not disclose any such Confidential Information to any third party and shall not make or retain any records or copies of any such information, unless otherwise agreed to in writing by You and Clever Devices. (e) You shall not attempt or permit any employee, agent, contractor or any person to attempt any reverse compilation or reverse engineering of the Licensed Product, any other licensed product or module or Confidential Information of Clever Devices for any purpose or any reason.

18. Assignment. You may not assign, delegate or otherwise transfer this EULA or any of Your rights or obligations under this EULA without the prior written consent of Clever Devices. Unless specifically authorized in writing by Clever Devices, assignment of this EULA will not release You from any prior outstanding obligation under this EULA or allow You or Your assignee to expand the number of installations of the Licensed Product authorized under this EULA. This EULA is freely assignable by Clever Devices and will inure to the benefit of Clever Devices' successors and assigns. Any assignment in violation of this Section 18 is null and void.

19. Audit Rights. For good cause, upon five (5) business days' notice to You and during normal business hours, Clever Devices shall have the right, at Clever Devices' expense, to audit Your computer system records at their place of keeping, for the purpose of assuring Your compliance with the terms of this EULA. In performing such audit, Clever Devices shall fully cooperate with You in order that any such audit does not interfere with or affect Your ongoing operations. In the event a breach of this EULA is discovered as a result of an audit under this Section 19, the costs of the audit will be borne by You.

20. United States Government Restricted Rights. The Licensed Product is comprised of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to any U.S. Government customers: (a) only as Commercial Items; and (b) with only those rights as are granted to all other customers pursuant to the terms of this EULA. The contractor/manufacturer is Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, New York 11797.

21. Additional Terms. If any term or other provision of this EULA is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this EULA shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is

invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this EULA so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated by this EULA are fulfilled to the extent possible. This EULA, including any order forms entered into contemporaneously herewith constitute the entire EULA, and supersede all prior EULAs and understandings, both written and oral, between the parties with respect to the subject matter of this EULA. Any amendments and/or modifications of this EULA will be binding upon the parties only if made in writing and signed authorized representatives of both parties. Under no circumstances will the preprinted terms of any purchase order or any other terms apply to this EULA. No waiver of any of the terms or conditions of this EULA will be binding for any purpose unless made in writing and signed by authorized representatives of both parties and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either of the parties in exercising any right will operate as a waiver, nor will any single or partial exercise by the either of the parties of any right preclude any other or further exercise thereof or the exercise of any other right. All notices, consents and approvals under this EULA must be delivered in writing by personal delivery, electronic facsimile or certified mail, postage pre-paid, to the other party at its address set forth below or in the Purchase Order or at such other address as may be later designated by such party. Notices will be deemed to have been received upon the date of receipt or, in the case of certified mailing, three (3) days after deposit in the mail. This EULA will be governed by the laws of the State of New York without regard to conflicts of law principles. All disputes arising under this EULA must be brought in the state and federal courts located in Nassau County, New York, as permitted by law. Each party irrevocably hereby consents to the exclusive jurisdiction and venue of any such court in any such action or proceeding. No agency, partnership, fiduciary relationship or joint venture is created by this EULA. The parties are and remain at all times independent contractors and not agents or employees of the other party.